

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

**April 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: March 22, 2022 Board Meeting  
March 28, 2022 Special Called Board Meeting**
- B. Community Use of Facilities**
- C. Out of County Transfer Student**
- D. Routine Bids: Bid #3579 – Photography  
Bid #3591 – LED School Sign (Smyrna Middle)  
Bid #3592 – Gas Fryer (Blackman High)  
Bid #3593 – Walk-In Freezer (Blackman High)  
Bid #3594 – Clock System (Stewarts Creek Middle)  
Bid #3595 – School Nutrition Uniforms**

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

<b>Name</b>	<b>Amount</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Christopher Lowry *1	NTE \$50.00	Blackman Middle	School Funds-Band	Teaching Band Master Class/Percussion Fest
Joseph Wilson	NTE \$600.00	Eagleville	School funds-Wrestling	Assistant Wrestling Coach/weight mgmt. tracking website/weight management
Larry Dobbs	NTE \$1,500.00	Oakland High	School Funds-General Athletics	Athletic Director
Stephen Jackson	NTE \$1,300.00	Oakland High	School Funds-Indoor Facility	Facilitator for Indoor Facility
Derry Wells *6	NTE \$885.00	Oakland High	School Funds-Girls Basketball	Bus Driver for Girls Basketball
Tommy Bogle	NTE \$1,000.00	Rock Springs Middle School	School Funds-Baseball	Assistant Baseball Coach
Joshua Carroll	NTE \$2,500.00	Siegel High	School Funds-Track + Field	Assistant Coach
Bradley Jackson	NTE \$700.00	Siegel High	School Funds-Track + Field	Timing/ Meet Management
Brittany Smith	NTE \$700.00	Siegel High	School Funds-Track + Field	Time/Meet Management
Shane Young	NTE \$2,500.00	Siegel High	School Funds-Track + Field	Assistant Coach
Teresa Darden	NTE \$1,000.00	Stewarts Creek High	School Funds-Cheerleading	Basketball game day Cheer Coach
Justin Morton *1	NTE \$112.50	Thurman Francis	School Funds-Soccer	Mowing Smyrna Middle Soccer Field (Thurman Francis paly at Smyrna Middle)
Jacob Miller	NTE \$800.00	Riverdale	School Funds-Theatre	Pianist for Spring Musical – “Hairspray”
Christopher Bissinger	NTE \$1,500.00	Stewarts Creek High	School Funds-Football	Film Work + Editing
John Crosby	NTE \$1,250.00	Stewarts Creek High	School Funds-Football	Mowing + Field Maintenance
Jameson Knox	NTE \$1,500.00	Stewarts Creek High	School Funds-Football	Mowing + Painting
Danah Weese *2	Hourly	Oakland High	School Funds-Boys + Girls Basketball	Bookkeeper for Boys + Girls Basketball

\*\*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.

**F. Non-Faculty Volunteer Coaches:**

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

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

<u>Name</u>	<u>School</u>	<u>Sport</u>
Catheryn Bolick	Rocky Fork Middle School	Band
David Skinner	Rockvale High School	Band
Thurman Bailey	Riverdale High School	Softball
Malik Reynolds	Stewarts Creek High	Football
Kevin Gregory	Blackman High School	Football

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

**6. FINANCIAL MATTERS (TAB 2)**

**1. Memorandum of Understanding (MOU) between Rutherford County School Board and the State of Tennessee to enroll in the State of Tennessee local education health insurance plans**

A year ago, the Rutherford County Board of Education formed a study committee to evaluate the potential change from the current county self-funded health to the State of Tennessee Local Education Group Health Insurance Plans. The committee now recommends to the BOE that we change to the state health plans because it believes our employees will see enhanced benefits and the state plans have a history of lower rate increases for local education agencies. Additionally, we have shared with employees a great deal of information over the past few weeks about the benefits and cost-saving potential of such a transition. State Statute requires a majority affirmative vote of the LEA employees prior to the Board’s decision to move the LEA to the State Health Plans. We have performed this vote. With a total of 3,341 responses, the results were:

3,119 are in support of moving to the State Health Plans

219 are in support of staying with the current County Self-Insured Health Plans

With the BOE’s affirmative vote, the Director of Schools will execute the included MOU and work will begin with the State of Tennessee’s onboarding team to prepare for open enrollment in the Fall of 2022 with a transition date to the State of Tennessee Local Education Group Health Insurance Plans beginning on January 1, 2023.

**Recommended Approval---motion to** approve the MOU with the State of Tennessee Local Education Group Health Insurance Plans. To allow eligible working spouses that were excluded under the current county self-insured health plans to be covered if the employee so elects this option. To also transition the voluntary benefits of dental and vision coverage from the current county offerings to the State of Tennessee dental and vision plans offered to LEAs as presented.

**2. Capital Project Fund Budget Amendment for Smyrna High School Football Turf Project**

This amendment in Fund 177 recognizes the generous donation of \$50,000 from Warner’s Athletic Construction towards the High School Football Turf Project. Donated funds will be deposited into the Education Capital Project fund with turf project budgeted expenditures to be increased accordingly.

**Recommended Approval---motion to** approve the generous donation of Warner’s Athletic Construction and amend Fund 177 as reflected in the detailed budget amendment as presented.

**3. Fund 189-Building Program Fund Project Budget Request**

This building program project budget amendment requests funds, as presented in the detailed amendment, to be moved from future secondary and elementary land, future new secondary projects, Lavergne Middle School Addition, and Plainview Elementary School to budget for the design of five high school additions. Funding for these designs of \$5,700,000 to come from the remaining unshared portion of funds of Lavergne Middle, future secondary projects, and a portion of unshared secondary land with the remaining funding to come from internal Fund 189 cash until a future bond issue in late summer after design work is completed, and hard construction estimates are recognized. This amendment also transfers all but \$200,000 of unencumbered funds from the Plainview Elementary project and the Lavergne Middle Addition Project with the shared funds of these projects moved to future elementary school projects.

**Recommended Approval---motion to** approve the amendment to Fund 189 as presented in the detailed amendment and approve the funding of the design of the five high school additions as presented in the adopted RCS BOE five-year building plan as presented.

**4. Review of FY 22-23 Proposed Budgets for Fund 143 & Fund 177 (For Information Only)**

## **7. SPOTLIGHT**

### **Central Magnet School Be in the Zone**

Throughout this School Year, a group of Central Magnet Students have been researching local issues affecting teen driving as part of a “Be in the Zone” safety campaign. Those students will provide an overview of their findings for the School Board.

## **8. VISITORS**

## **9. HIGH SCHOOL VISITS**

Mr. Coy Young has requested to plan a visit to the five High Schools that are being considered for additions. All Board members and County Commissioners are encouraged to attend.

## **10. SUBSTITUTE TEACHER SERVICES BID RFP #22-02 (TAB 3)**

**Recommended Approval---motion to** award the south end (Murfreesboro area) to Advantage XPO and award the north end (Smyrna and LaVergne area) to ESS South Central, LLC for overall best bid as presented.

## **11. CHARTER APPLICATION(S) UPDATE - For Information Only**

The RCS Charter Review Committee has completed initial reviews of submitted applications from American Classical Academy -Rutherford and Springs Public Schools (TN) - Empower Academy. Capacity interviews have been scheduled with both applicants and will be conducted prior to April 14th. An opportunity for public review and comment will be available on the RCS website and will be open on the evening of April 7<sup>th</sup> and closed on April 14th. The Charter Review Committee is planning to present a recommendation and detailed summary of findings to the Rutherford County School Board on April 21st.

## **12. TITLE I CONTRACT (TAB 4)**

Tara Brown, The Connection Coach, will provide one day of the teacher professional development on the topics the Teen Brain, the power of connections, intentional interactions with students, and social-emotional stability. By attending this professional development, teachers will learn how to create positive connections with students, provide social-emotional support, how to prime the teen brain for learning, increase motivation, and increase student engagement. Teachers will learn and implement strategies that will address the social emotional needs of the child with the goal of increasing student achievement.

**Contract Details:**

**On-Site Training:**

**May 19, 2022**

**On-site Training for 85 Educators**

**2 Sessions:**

**Session 1: 8-11 a.m.**

**Session 2: 12-3 p.m.**

**Total Contract Fees: = \$8,500.00**

**(fee is all inclusive)**

**Recommended Approval---motion to** approve Title I Funds to pay for on-site professional development for teachers to learn about the teen brain with Tara Brown. Participation in this training will enable teachers to gain strategies that create a social-emotionally responsive climate, create healthy connections with students, increase student engagement, and increase student motivation as presented.

**13. HUMAN RESOURCES JOB DESCRIPTION (TAB 5)**

**Under the direct supervision of the Assistant Superintendent of Human Resources and Student Services, the Human Resources Benefit Specialist and Human Resources Benefits Generalist positions will perform a variety of tasks associated with the coordination and administration of employee benefits. Board approval is requested upon consideration and approval to move from the county self-funded insurance health plan to the group health plans offered by the State of Tennessee for medical coverage as presented.**

**Recommended Approval--- motion to** approve the Human Resources Benefit Specialist and Human Resources Benefits Generalist positions pending the decision and approval to move from the county self-funded insurance health plan to the group health plans offered by the State of Tennessee for medical coverage. Funding for the HR Benefits Specialist is to come from ESSER III funds for the remainder of the FY 21-22, then all positions are to be funded by the GPS Fund for FY 22-23 forward as presented.

**14. FACILITIES (TAB 6)**

**1. Plainview Change Order #1**

**R.G. Anderson has submitted Change Order #1, which will be the final Change Order; for the Plainview Project. Change Order #1 is a deduction of \$945,055.63. Engineering and Construction has reviewed the Change Order and Agrees. Final Contract for this project will be \$40,656,944.37.**

**Recommended Approval---motion to** approve the Change Order #1 from R.G. Anderson for a deduction of \$945,055.63 as presented.

**2. Stewarts Creek Middle Band Storage Building**

**Principal Letoni Murry has requested to Purchase a 12-20 storage Building for the Band Program. This Storage Building will be purchased for \$7,682.50 by the Band Booster Club. Engineering and Construction has reviewed the request and approves.**

**Recommended Approval---motion to approve the Stewarts Creek Middle Band Storage Building at no cost to the Board as presented.**

**3. CUD Developer Agreement for Rockvale Elementary**

**CUD has submitted the Standard Developer Agreement for signature. This Agreement is for the new service for the Annex at Rockvale Elementary. Engineering and Construction has reviewed the Agreement and finds it in keeping with their standard Agreement.**

**Recommended Approval---motion to approve the execution of the standard CUD Developer Agreement for Rockvale Elementary new service as presented.**

**15. INSURANCE UPDATE**

**16. DIRECTORS UPDATE**

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

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

**19. GENERAL DISCUSSION**

**20. ADJOURNMENT**

**RUTHERFORD COUNTY SCHOOL SYSTEM**

**Board of Education Meeting**

**2240 Southpark Drive  
Murfreesboro, TN 37128**

**Minutes of March 22, 2022**

**Board Members Present**

**Tiffany Johnson, Board Chairwoman**

**Shelia Bratton, Vice-Chair**

**Coy Young**

**Jim Estes**

**Claire Maxwell**

**Tammy Sharp**

**Tim Holden**

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

**1. CALL TO ORDER**

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

**2. PLEDGE OF ALLEGIANCE**

**The Pledge of Allegiance was led by Monika Ridley**

**3. MOMENT OF SILENCE**

**The Board Chair called for a moment of silence.**

**4. APPROVAL OF AGENDA**

**Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the agenda as presented.**

**Vote: All Yes**

**Motion passes.**



**5. APPROVAL OF CONSENT AGENDA**

**A. Minutes: March 10, 2022 Board Meeting**

**B. Community Use of Facilities**

**C. Out of County Transfer Student**

**D. Routine Bids: Reject Bid #3581 – Roof Restoration Projects (Fluid Applied)**

**Reject Bid #3582 – Roof Restoration Projects (EPDM)**

**Bid #3585 – Install Water Bottle Filling Stations**

**Bid #3586 – Gym LED Lighting Upgrade (LHS and SHS)**

**Bid #3587 – Fire Alarm and Intercom Parts**

**Bid #3588 – Annual Fire Alarm Inspections**

**Bid #3590 – Synthetic Football Turf (SCHS)**

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

<b>Name</b>	<b>Amount</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Robert Bell	NTE \$800.00	Blackman High	School Funds – Boys Basketball	Spring Weight Room, Locker Room, and Film Room up grades
Gregory Jones *6	NTE \$ 2,000.00	Blackman High	School Funds – Various Groups + Clubs	Bus Driver + amend prior approval (9/9/21) to include other groups + clubs
Isaiah Phillips	NTE \$800.00	Blackman High	School Funds – Boys Basketball	Spring Weight Room, Locker Room, and Film Room up grades
Barry Wortman	NTE \$3,100.00	Blackman High	School Funds – Boys Basketball	AM/PM Facilities open + Locker/Film Room upgrade + Equipment Repair
Maranda Allen *1	NTE \$300.00	Blackman Middle	School Funds – Bowling	Assistant Bowling Coach
Kevin Wright	NTE \$840.00	Oakland High	School Funds – Basketball	Announcing for Boys and Girls Basketball
Barry Messer	NTE \$1,000.00	Riverdale	Riverdale Football Boosters	Summer 2022 Field Maintenance
Michael Bartlett	NTE \$1,500.00	Stewarts Creek High	School Funds – Baseball	Mowing + Field Maintenance
Heather Reedy *3	NTE \$250.00	Thurman Francis	Thurman Francis PTO	Music DJ for Dance
Mikayla Dyson	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track Meets
Derek Fuqua	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track Meets

Sandra Kenton	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track Meets
Trina Martin	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track Meets
Ralph Metcalf	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track Meets
Carmen Verge	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track Meets
Mareeka Verge	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track Meets
Robert Verge	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track Meets
Emily Loboda	\$30/lesson	Rockvale High	School Funds – Band	Saxophone lessons/Sectionals
Jennifer Dunlap	NTE \$2,500.00	Stewarts Creek High	School Funds – Volleyball, Baseball, Softball, Basketball	Concessions
Tracy Harris *2	Hourly	Riverdale	School Funds - Track	Various work at Track Meets

\*\*Unless listed as an hourly rate

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

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

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

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

<u>Name</u>	<u>School</u>	<u>Sport</u>
<b>Emily Laboda</b>	<b>Rockvale High School</b>	<b>Band</b>
<b>Jessica Knepper</b>	<b>Siegel Middle School</b>	<b>Softball</b>
<b>Nicholas Peterson</b>	<b>Riverdale High School</b>	<b>Baseball</b>
<b>Tony Molina</b>	<b>Blackman High School</b>	<b>Football</b>

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

Vote: All Yes

**Motion passes.**

## 6. SPOTLIGHT ON EDUCATION

### 2022 RCS Art Show

**March is National Youth Art Month. We celebrate this month and the art programs in our schools by showcasing student artwork in the RCS Central Office building. This year, 81 student artists will be showing their work, representing all schools and grade levels in RCS. The artwork can also be viewed in a virtual gallery available on the RCS Fine Arts website.**

**Selected student artists are recognized tonight for their accomplishments.**

<b>STUDENT NAME</b>	<b>SCHOOL</b>
Allyson Owens	Barfield Elementary School
Peyton Gumble	Blackman Elementary School
Teagan Tichenor	Blackman High School
Meleia Wolvington	Blackman High School
Preston Milliken	Blackman Middle School
Arlene Luna	Brown’s Chapel Elementary School
Charlie Gregory	Buchanan Elementary School
Malikhai List	Cedar Grove Elementary School
Madelyn Parker	Central Magnet School
Wryan Hamilton	Central Magnet School
Adrienne Benitez	Christiana Elementary School
Jaelynn Hunter	Christiana Middle School
Brianna Hernandez	Christiana Middle School
Akira Sysourath	David Youree Elementary School
Andrea Torres	David Youree Elementary School
Noudaphanh “Jen” Tasavanh	David Youree Elementary School
Kaleigh Dady	David Youree Elementary School
Hudson Black	David Youree Elementary School
Jesslynn Flores	David Youree Elementary School
Dani Johnson	Eagleville School
Molly Ralston	Eagleville School
Lee Utley	Holloway High School
Nathan Carney	Holloway High School
Megan Lawrence	Holloway High School
Rod Minnis	Holloway High School
Elijah Pagello	HP Campus School
Zahrai Lafta	John Coleman Elementary School
Lizette Vega Pena	Kittrell Elementary School
Gabby Baron	Lascassas Elementary School
Ami-Raine Harris	LaVergne High School
Mohammed Murshed	LaVergne Lake Elementary School
Ryleigh Gish	LaVergne Middle School
Jaiden Lester	LaVergne Middle School
Beckett Puffer	McFadden School of Excellence
Andrea Sagman	Oakland High School
Leilani Carden	Oakland High School
Elizabeth Gonzales	Oakland Middle School

Annabelle DiCola	Plainview Elementary School
Catalina Martin Amzola	Riverdale High School
Koby De'Angelo Cate	Riverdale High School
Ana Javier	Riverdale High School
Jenifer Lopez Perez	Riverdale High School
Camila Fernanda Mejia	Rock Springs Elementary School
Rusha Bhandari	Rock Springs Middle School
Lilly McDonald	Rockvale Elementary
Meera Patel	Rockvale High School
Allison Geise	Rockvale High School
Xavian Marable	Rockvale High School
Calvin Miller	Rockvale High School
Anton Reynold	Rockvale Middle School
Megan Friend	Rockvale Middle School
Olivia Grace Christopher	Rocky Fork Elementary School
Azul Millan	Rocky Fork Middle School
Sara Lopez	Roy Waldron School
Arantxa Enriquez	Roy Waldron School Annex
Danaisia Ricks	Rutherford County Virtual School
Charleigh King	Rutherford County Virtual School
Kylie Ward	Siegel High School
Oscar Mora	Siegel Middle School
Marya Romero	Smyrna Elementary School
Heidy Soland	Smyrna High School
Miguel Chavarria	Smyrna High School
Ciara Robinson	Smyrna High School
Chloe Claiborne	Smyrna High School
Stella Humphrey	Smyrna High School
Trinity Jackson	Smyrna High School
Isis Castillo	Smyrna Middle School
Noah Panek	Smyrna Middle School
Ester Moo	Smyrna Primary School
Megan Loyacano	Stewarts Creek Elementary School
Corinne Saiyasak	Stewarts Creek High School
Taylor Genova	Stewarts Creek Middle School
Winter Dwei	Stewartsboro Elementary School
Angela Zhuo	Thurman Francis Arts Academy
Lauren Taulbee	Thurman Francis Arts Academy
Davis Carrozza	Thurman Francis Arts Academy
Corline Turner	Thurman Francis Arts Academy
Andre Mathis	Thurman Francis Arts Academy
Harmonie Stockdale	Walter Hill School
Jayden Batey	Whitworth-Buchanan Middle School
Easton Harris	Wilson Elementary

## **7. VISITORS**

**There were no visitors.**

## **8. ESSER FUNDING UPDATE (For Information Only)**

**An Esser update was presented to the Board by Mr. Gullion at the Board Work Session on Monday.**

## **9. CONSULTANT FOR REVIEW OF COUNTY-WIDE ZONING**

**At the Board Work Session on March 8, 2022, Rob Schwartz of RSP & Associates provided a presentation regarding professional services which the firm could provide to assist the school system in zoning, future school locations, and maximizing use of present facilities. RSP-Associates works with a number of larger school systems across the nation and has assisted Clarksville-Montgomery County on zoning and growth-related matters. RSP & Associates has indicated a willingness to work with the Rutherford County school system to address similar matters. The Board has expressed a desire to be pro-active in planning for future zoning needs, provide stability for parents, and to establish community schools by which students who reside within a certain close radius of a school can attend said school.**

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve to request RSP & Associates to present a proposed scope of work and pricing to review county-wide zoning in an effort to minimize future re-zoning, provide stability for parents and students, optimize the use of existing facilities, and pro-actively plan for growth as presented.

Vote: All Yes

**Motion passes.**

## **10. PARENT ROUNDTABLE PILOT PROGRAM**

**To provide additional opportunities for parents to have questions and any concerns addressed by the Board, it has been suggested that it would be worthwhile to establish a number of roundtable meetings between the Board and parents at specific schools in the system. The roundtable sessions would allow parents to talk to the Board about needs at specific schools and issues specific to a school or schools in a specific area. The Board would hold the meetings in schools in the areas for which the roundtable meetings are targeted. Specific notices of the meetings would be sent to parents in a school or area in an effort to increase parent participation and feedback.**

Motion made by Mrs. Maxwell, seconded by Mr. Young, to establish a pilot program for roundtable meetings between the Board and parents to allow an additional opportunity for parents to ask questions, express concerns, and provide thoughts about improving the school system with the first meeting to be held at Lavergne Middle School on a date in April as presented.

Vote: All Yes

**Motion passes.**

## **11. STATE OF THE ARTS STUDY MEMORANDUM OF UNDERSTANDING**

**Rutherford County Schools has the opportunity to participate in the State of the Arts Landscape Study through a partnership between the CMA Foundation, the Mr. Holland's Opus Foundation, and the Tennessee Department of Education. There is no cost to RCS. Data for the study will be collected using the Mr. Holland's Opus Foundation's Music (and Arts) Education District Support Services (MEDSS) framework, to include information about current arts education offerings and an art teacher survey. The study will provide Rutherford County Schools with an analysis of arts education programming, including recommendations to inform strategic planning for strengthening and expanding of arts education programs in the district.**

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve the memorandum of understanding between Rutherford County Schools and the Mr. Holland's Opus Foundation to participate in the State of the Arts Landscape Study as presented.

Vote: All Yes

**Motion passes.**

## **12. 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 LaVergne High School. Based on a review of the DHA's record, the Board may:**

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

Motion made by Mr. Holden, seconded by Mr. Young, to approve Option A to Affirm the decision of the DHA as presented.

Vote: All Yes

**Motion passes.**

## **2. Policy 1.1021: Student Member of The Board**

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

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

Vote: All Yes

**Motion passes.**

## **13. FACILITIES**

### **1. 5-Year Building Program**

**On Tuesday February 22, 2022, the 5-Year Building Program was approved by the Health and Education committee in concept and funding for the design was also approved. The Commission Committee requested the Board prioritize the first two years projects over a three-year period and come back before them with their request. County Commission approval is required and we are requesting Board discussion and guidance for going forward.**

**The Board presented their top five prioritized list to Mr. Lee who created a ranking tabulation sheet. The order in which they were ranked is listed below:**

- 1. Riverdale High School**
- 2. Smyrna High School**
- 3. Oakland High School**
- 4. LaVergne High School**
- 5. Blackman High School**

Motion made by Mrs. Maxwell, seconded by Mr. Young, to approve the top five prioritized list compiled by the School Board to present to the County Commission as requested.

Vote: All Yes

**Motion passes.**

## **2. McFadden Request for a Storage Building**

**Principal Clark Blair Storage Building to be utilized to store Garden Tools. Engineering and Construction has reviewed the request and approves. The Building will be funded from a one-time parent donation and any other cost by the School PTO. This is no cost to the Board.**

Motion made by Mr. Estes, seconded by Mrs. Bratton, to approve the request from McFadden school to purchase a storage building to store garden tools as presented.

Vote: All Yes

**Motion passes.**

## **14. FINANCIAL MATTERS**

### **Fund 189-Building Program Fund Project Budget Request**

**This building program project budget amendment requests funds, as presented in the detailed amendment, to be moved from future secondary and elementary land, future new secondary projects, Lavergne Middle School Addition, and Plainview Elementary School to budget for the design of five high school additions as well as design work for an addition on Stewarts Creek Elementary School. Additional funds are requested for the construction of \_\_\_\_\_ high school additions with balance of funds to come from a bond issue in late Summer.**

**The Board discussed and agreed to table this amendment item and bring it back before the Board for a vote at the next regular scheduled board meeting on April 7, 2022.**

## **15. INSURANCE UPDATE**

**Mr. Evans stated that as of noon today, approximately 25 % of employees have voted in favor of moving to the state insurance plan.**

## **16. DIRECTORS UPDATE**

**Dr. Anthony went over salary structure details and information.**



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

**Nothing new at this time.**

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

**Nothing new at this time.**

**19. GENERAL DISCUSSION**

**On Friday, March 25, 2022 LaVergne High School and Motlow State Community College will be hosting a group photo in front of LaVergne High. The photo will be used for the upcoming announcement about the launch of the LaVergne High Early College at Motlow program.**

**Mr. Holden apologized to the Board and the Director for not being able to attend the retreat due to some health issues.**

**Ms. Sharp also stated she would like to revisit nurses salaries.**

**20. ADJOURNMENT**

**There being no further business, the meeting adjourned at approximately 5.54 P.M.**

\_\_\_\_\_  
**Tiffany Johnson, Board Chairwoman**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Date**

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

**SPECIAL CALLED MEETING MINUTES  
March 28, 2022  
10:00 A.M.**

**Board Members Present**

**Tiffany Johnson, Board Chairwoman**

**Shelia Bratton, Vice-Chair**

**Coy Young**

**Jim Estes**

**Claire Maxwell**

**Tammy Sharp**

**Tim Holden**

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

**1. CALL TO ORDER**

**The Board Chair, Tiffany Johnson called the special called meeting to order at 10:00 A.M.**

**2. PLEDGE OF ALLEGIANCE**

**The Pledge of Allegiance was led by Jim Estes.**

**3. MOMENT OF SILENCE**

**The Board Chair called for a moment of silence.**

**4. AMENDMENT OF DIRECTOR OF SCHOOLS CONTRACT**

**Board Attorney, Jeff Reed stated as discussed at the previous meeting on March 10, 2022, the Director stated he would be willing to entertain discussion to amend his current contract with the Board. The current contract which the Director of Schools has expires on June 30, 2023. Mr. Reed stated discussions between the Director and Mr. Reed have gone well and the Director has agreed to help the school system in moving forward.**

**An agreement has been reached between both parties in respect to the amendment of the Director's contract and presented to the Board today. Under the proposed contract amendment, the Directors contract would expire one (1) year earlier than currently provided in the contract with an end date of June 30, 2022. Under the current contract, the Board is obligated to continue to fulfill the Directors current monthly compensation package on a monthly basis through the remaining balance of the original contract term. The Director will continue to serve as the Director through June 30<sup>th</sup> of this school year 2022 and would work to help the school system with retaining any new or interim Director as the Board determines with respect to a transition period. This is also the same procedure that was followed with the transition of the previous Superintendent when Mr. Spurlock took his place in order to acclimate that person in their new roll and position.**

**The amendment set before the board today states the proposal to amend the Directors contract to have the position of The Director of Schools to expire June 30, 2022. This being the second amendment to Mr. Spurlock's contract. The Director agrees to be freely available to meet with, answer questions and assist in a newly appointed Director of Schools and/or an interim Director of Schools as requested regarding pending school system matters prior to the end of the term. The Director agrees to provide assistance in implement staffing decisions for the 2022-2023 school year as determined by the newly appointed director of schools or interim Director. The Board shall fulfill its obligations under section 14e of the contract and agrees to pay the Director on a monthly basis as severance pay an amount equal to the monthly compensation and benefits under the current contract until June 30, 2023, which is the end of the existing contract term.**

**Mr. Reed restated this second contract amendment allows the directors position as Director of Schools to end one (1) year earlier and provide, under the original terms of the contract compensation on a monthly basis until the original end of contract date of June 30, 2023. The Director will assist any new Director or Interim Director as the Board determines with respect to a transition period. The new or interim Director will be involved in respect to making any employment decisions for the 2022-2023 school year.**

**Ms. Sharp asked the question of under the Directors current contract, will he have authority to hire/fire. Mr. Reed stated under the Directors contract he will still have the authority to hire/fire until the end of the school term. Mr. Spurlock has agreed to work with the new or interim Director in making employment decisions with the respect of the upcoming school year. Ms. Sharp also stated that she has concerns on whether an interim or new Director can be selected by August. Mrs. Bratton disagreed with Ms. Sharp.**

**Mrs. Johnson stated that the next item on the agenda is to approve the assistance of TSBA in the search process for a new Director and in working with TSBA, it is highly**

**possible for a new Director to be selected within that time frame, whether it be an interim or a new Director. Mr. Reed stated that an interim Director would also be able to make employment decisions in respect to the upcoming school year just as a permanent Director would do. Ms. Sharp also stated to be mindful of the blackout period before the August elections.**

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve the second amendment to the contract of employment with Director Spurlock as presented.

Roll Call Vote: Yes – Mrs. Maxwell, Mr. Estes, Mrs. Bratton, Mr. Young, Ms. Sharp,  
Mr. Holden, Mrs. Johnson  
No - None

**Motion passes.**

## **5. POSSIBLE ENGAGEMENT OF TSBA FOR DIRECTOR RELATED SERVICES**

**The board has previously engaged TSBA to assist the Board with Director related services. This is a TSBA service they provide to help with the process of advertising the position and soliciting application and review those applications and make recommendations to the Board. The Board can be as engaged or unengaged with that process as the Board determines.**

**Questions, comments and concerns from Board members regarding this matter include adding a Masters and Doctorate Degree as well as at least three years' experience in a school district comparable to the size of Rutherford County Schools, of at least 45 schools and a comparable student population, to the search criteria for a new Director of Schools.**

Motion made by Mrs. Bratton, seconded by Mr. Holden, to engage TSBA to begin Director Related Services for a new Director of Rutherford County Schools as presented.

Roll Call Vote: Yes – Mrs. Maxwell, Mrs Sharp, Mr. Estes, Mrs. Bratton, Mr. Young,  
Mr. Holden, Mrs. Johnson  
No – None

**Motion passes.**

**6. ADJOURNMENT**

**There being no further business, the meeting adjourned at approximately 10:18 A.M.**

\_\_\_\_\_  
**Tiffany Johnson, Board Chairwoman**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Date**

## FACILITIES USE

April 7, 2022

### Fees

Eagleville Eagleville/Rockvale Ministerial Association, Easter Sunrise Service, and Breakfast, 4/17/22 7-9am, football stadium and cafeteria, \$236, ***\*subject to COVID-19 restrictions and updates.***

### No Fees

Central Magnet Wilson Bank and Trust, SummerFest Car show, 6/12/22 8-4pm, parking lot, No Fee, ***\*subject to COVID-19 restrictions and updates.***

Rockvale High Rutherford County Planning Commission, planning meetings, 4/18/22-4/28/22 5:30-7:30pm, Library, No Fee, ***\*subject to COVID-19 restrictions and updates.***

Note: Facility use for 4/7/2022 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.**

## MEMORANDUM

DATE: March 23, 2022  
TO: Bill C. Spurlock, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline

---

The Board has been requested to admit a transfer student under discipline from another school system. The student was expelled (zero tolerance) after two incidents of possession of drugs on school property.

The student was expelled for possession and use of drugs on school property.

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

**Bid #3579**  
**2022-2023 Photography**

	<b>School</b>	<b>Recommendations</b>
1	Barfield Elementary	Tri-Star Photography
2	Blackman Elementary	Tri-Star Photography
3	Blackman High School	Loveless Photography
4	Blackman Middle School	Tri-Star Photography
5	Brown's Chapel Elementary	Tri-Star Photography
6	Buchanan Elementary	Tri-Star Photography
7	Cedar Grove Elementary	Tri-Star Photography
8	Central Magnet School	Loveless Photography
9	Christiana Elementary	Lifetouch Photography
10	Christiana Middle School	Smilestone Photography
11	David Youree Elementary	Tri-Star Photography
12	Eagleville Elementary	Loveless Photography
13	Holloway High School	Lifetouch Photography
14	Homer Pittard Campus	Tri-Star Photography
15	John Colemon School	Tri-Star Photography
16	Kittrell Elementary	Tri-Star Photography
17	Lascassas Elementary	Tri-Star Photography
18	LaVergne High School	Smilestone Photography
19	LaVergne Lake Elementary	Tri-Star Photography
20	LaVergne Middle School	Smilestone Photography
22	McFadden Elementary	Tri-Star Photography
23	Oakland High School	Paul Vaughn Photography
24	Oakland Middle School	Loveless Photography
25	Plainview Elementary	Tri-Star Photography
25	Riverdale High School	Smilestone Photography
26	Rock Springs Elementary	Tri-Star Photography
27	Rock Springs Middle School	Smilestone Photography
28	Rockvale Elementary	Smilestone Photography
29	Rockvale High	Loveless Photography
30	Rockvale Middle	Smilestone Photography
31	Rocky Fork Elementary	Tri-Star Photography
32	Rocky Fork Middle	Lifetouch Photography
33	Roy Waldron	Tri-Star Photography
33	Roy Waldron Annex	Tri-Star Photography
34	Siegel High School	Loveless Photography
35	Siegel Middle School	Loveless Photography
36	Smyrna Elementary	Tri-Star Photography
37	Smyrna High School	Smilestone Photography
38	Smyrna Middle School	Smilestone Photography
39	Smyrna Primary School	Tri-Star Photography
40	Stewarts Creek Elementary	Tri-Star Photography
41	Stewarts Creek High School	Loveless Photography
42	Stewarts Creek Middle School	Smilestone Photography
43	Stewartsboro Elementary	Tri-Star Photography
44	Thurman Francis School	Tri-Star Photography
45	Walter Hill	Tri-Star Photography
46	Whitworth-Buchanan Middle	Smilestone Photography
47	Wilson Elementary	Tri-Star Photography
48	Virtual School	Loveless Photography

Principal's recommendations to above vendors for Photography for the 2022-2023 school year.



**Bid # 3591  
LED School Sign  
Smyrna Middle School**

Description	Signs Now - Nashville	Signs Plus	United Signs, LLC	Witt Sign Co., Inc.
Illuminated LED School Sign	\$24,688.00 - Impact or \$27,684.00 - Optic	\$24,288.00 - Red or \$25,749.00 - Full Color	<b>\$ 23,123.00</b>	\$ 27,254.60

Mailed to 18 vendors  
14 vendors did not respond

Recommend: Motion to award to United Signs, LLC for overall lowest and best bid.

To be funded through Building Program Funds and Smyrna Middle School Funds

**Bid #3592**  
**Gas Fryer - Blackman High**

Item #	Item Description	Birmingham Restaurant Supply, Inc.	Douglas Food Stores, Inc.	Mobile Fixture and Equipment	Strategic Equipment
1	Gas Fryer	\$ 28,999.00	\$ 24,778.60	\$ 26,557.51	\$ 25,252.43

Mailed to 18 vendors  
14 vendors did not respond

Recommend: Motion to award to Douglas Food Stores, Inc. for overall lowest and best bid.

To be funded through School Nutrition Funds.

**Bid #3593**

**Walk-In Freezer - Blackman High School Culinary Class**

Item #	Item Description	Cooper Refrigeration	Mobile Fixture and Equipment
1	Walk-In Freezer	\$ 43,000.00	\$ 47,312.92

Mailed to 18 vendors

16 vendors did not respond

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

To be funded through CTE funds.

**Bid # 3594 - Clock System Installation (Stewarts Creek Middle)**

<b>Description</b>	<b>Security Equipment Company</b>	<b>ADT Security Company</b>
Clock System Installation	<b>\$28,450.00</b>	\$46,575.00

Mailed to 33 vendors  
31 Vendors did not respond

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

To be funded through Capital Projects

**Bid #3595 - School Nutrition Uniforms**

Item #	Description	Size	Cintas	Concept Uniform Co.	Scrub Hub	*Standard Textile	The Uniform House
1	<b>Ladies V-neck pullover scrub top. Raglan style sleeves &amp; side slits. 65% polyester, 35% cotton with soil release finish. Assorted colors and patterns. For alternate pattern, provide a sample. All sizes required.</b>						
1.1	Scrub top as described	XS - XL	\$ 10.25	<b>\$ 10.25</b>	\$ 13.59	\$ 9.75	\$ 10.08
1.2	Scrub top as described	2XL - 3XL	\$ 12.25	<b>\$ 12.00</b>	\$ 14.95	\$ 12.50	\$ 12.24
1.3	Scrub top as described	4XL - 5XL	\$ 12.25	<b>\$ 12.00</b>	\$ 16.95	\$ 12.50	\$ 12.24
2	<b>Ladies work pants. Elastic boxer style waistband, two side pockets, &amp; tapered leg. 65% polyester, 35% cotton Visa fabric. Assorted colors. For alternate product, provide a sample. All sizes required.</b>						
2.1	Average Length Pants	XS - XL	\$ 11.00	<b>\$ 10.90</b>	\$ 14.39	\$ 10.45	\$ 10.80
2.2	Average Length Pants	2XL - 3XL	\$ 13.00	<b>\$ 12.65</b>	\$ 16.39	\$ 13.20	\$ 12.96
2.3	Average Length Pants	4XL - 5XL	\$ 13.00	<b>\$ 12.65</b>	\$ 17.39	\$ 13.20	\$ 12.96
2.4	Petite Length Pants	XS - XL	\$ 11.00	<b>\$ 10.90</b>	\$ 14.39	\$ 10.45	\$ 10.80
2.5	Petite Length Pants	2XL - 3XL	\$ 13.00	<b>\$ 12.65</b>	\$ 16.39	\$ 13.20	\$ 12.96
2.6	Tall Length Pants	XS - XL	\$ 12.25	<b>\$ 15.90</b>	\$ 16.39	\$ 13.20	\$ 12.24
2.7	Tall Length Pants	2XL - 3XL	\$ 14.75	<b>\$ 17.70</b>	\$ 18.39	\$ 13.20	\$ 14.40
3	<b>Men's V-neck pullover scrub top. Raglan style sleeves &amp; side slits. 65% polyester, 35% cotton with soil release finish. Assorted colors and patterns. For alternate pattern, provide a sample. All sizes required.</b>						
3.1	Scrub top as described	XS - XL	\$ 8.50	<b>\$ 9.00</b>	\$ 11.19	\$ 11.00	\$ 8.63
3.2	Scrub top as described	2XL - 3XL	\$ 11.00	<b>\$ 10.75</b>	\$ 13.19	\$ 13.75	\$ 10.79
3.3	Scrub top as described	4XL - 5XL	\$ 11.00	<b>\$ 10.75</b>	\$ 13.19	\$ 13.75	\$ 10.79
4	<b>Men's work pants. Elastic boxer style waistband, two side pockets, &amp; tapered leg. 65% polyester, 35% cotton Visa fabric. Assorted colors. For alternate product, provide a sample. All sizes required.</b>						
	Average Length Pants	S - XL			13.29		13.68
4.2	Average Length Pants	2XL - 3XL	\$ 15.75	<b>\$ 12.55</b>	\$ 15.29	\$ 14.75	\$ 15.84
4.3	Average Length Pants	4XL - 5XL	\$ 15.75	<b>\$ 14.30</b>	\$ 15.29	\$ 14.75	\$ 15.84
4.6	Tall Length Pants	S - XL	\$ 16.75	<b>\$ 15.90</b>	\$ 14.29	\$ 15.00	\$ 16.56
4.7	Tall Length Pants	2XL - 3XL	No Bid	<b>\$ 17.70</b>	\$ 16.29	\$ 16.00	\$ 18.72
5	Bib Aprons, 24" long X 28" wide. Ultra durable, 65% polyester, 35% cotton twill body. No pocket. Fabric protected with stain release protective finish. Colors: black or navy blue	one size fits all	\$ 5.99	<b>\$ 6.85</b>	\$ 6.93	\$ 7.75	\$ 5.54
6	<b>5.5 oz., preshrunk 50/50 jersey-knit tubular polo shirts. Three-button placket with pearlized buttons. Welt collar and ribbed cuffs. Double-needle stitched hemmed bottom. Generous cut. Assorted colors</b>						
6.1	Polo Shirt as described	XS - XL	\$ 9.25	<b>\$ 8.15</b>	\$ 8.78	\$ 8.00	\$ 8.05
6.2	Polo Shirt as described	2XL - 3XL	\$ 13.25	<b>\$ 10.45</b>	\$ 9.40	\$ 10.00	\$ 11.17
6.3	Polo Shirt as described	4XL - 5XL	\$ 14.25	<b>\$ 10.90</b>	\$ 10.40	\$ 12.00	\$ 18.75

Mailed to 17 vendors

12 vendors did not respond

Recommend: Motion to award to Concept Uniform Company for overall lowest and best bid.

To be funded through School Nutrition Funds.



STATE OF TENNESSEE GROUP INSURANCE PROGRAM  
**INTENT TO ENROLL — LOCAL EDUCATION HEALTH INSURANCE PLAN**  
 Department of Finance and Administration • Benefits Administration  
 Suite 1900 • William R. Snodgrass Tennessee Tower • 312 Rosa L. Parks Avenue • Nashville, TN 37243

<b>ADMINISTRATIVE USE ONLY</b>	
Budget Code:	
Prem Level:	

AGENCY NAME			
AGENCY HEAD – NAME AND TITLE		AGENCY HEAD PHONE AND EMAIL	
FINANCE OFFICER – NAME AND TITLE		FINANCE OFFICER PHONE AND EMAIL	
ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE	FAX	AGENCY BENEFITS COORDINATOR (ABC) NAME	
ABC PHONE AND EMAIL		IS YOUR AGENCY A MEMBER OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM?	<input type="checkbox"/> YES <input type="checkbox"/> NO
TOTAL ELIGIBLE EMPLOYEES		TOTAL EMPLOYEES COVERED BY PRESENT GROUP PLAN *	
TOTAL RETIREES COVERED BY PRESENT HEALTH PLAN		TOTAL PARTICIPANTS COVERED UNDER COBRA **	

<p>WOULD YOU LIKE TO OFFER THE FOLLOWING VOLUNTARY BENEFIT PROGRAMS?</p> <p>Dental Insurance <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Vision Insurance <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DO YOU PRESENTLY HAVE A WORKERS COMPENSATION POLICY? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p>I HAVE INCLUDED THESE ITEMS:</p> <p><input type="checkbox"/> Letter from the agency head/superintendent certifying that the majority of employees agree to the local education plan for health insurance coverage</p> <p><input type="checkbox"/> Automatic Clearing House (ACH) form and a voided check</p> <p><input type="checkbox"/> Signed Memorandum of Understanding</p>
---	--

I hereby acknowledge that I have read the enclosed materials regarding the local education plan and have reviewed the premiums for our group. I therefore indicate our agency's intention to enroll in the plan effective \_\_\_\_\_ (must be 1st of month), subject to the agency's completion of the enrollment process prior to the effective date and finalizing a memorandum of understanding (MOU) between our agency and Benefits Administration. I understand that the earliest our agency will be allowed to enroll in the local education plan will be the first of the next month after providing a 60-day notice of intent to enroll.

_____	_____
Print Agency Head Name	Agency Head Title
_____	_____
Agency Head Signature	Date
Federal Identification Number _____	

FA-0852A (rev 12/19)  
 \* Enter NA if presently not offering a group health plan  
 \*\* Include all former employees as well as any dependent-only coverages

<b>Rutherford County Schools</b>					
<b>2021/22 Fund 177 Budget</b>					
<b>Major Capital Projects</b>					
<b>Budget Amendment</b>					
<b>4/7/2022</b>					
			<b>Smyrna Turf</b>	<b>Amendment #4</b>	
<b>Object</b>	<b>Description</b>	<b>Amended Budget</b>	<b>Decrease</b>	<b>Increase</b>	<b>Amended Budget</b>
34685	Comm for Capital Proj.	5,063,287	0.00	0	5,063,287
Revenues:					
		<b>Amended Budget</b>	<b>Decrease</b>	<b>Increase</b>	<b>Amended Budget</b>
44570	Contributions & Gifts	1,000,000		50,000	1,050,000
<b>Total Revenue &amp; Operating Transfers</b>		9,870,437	-	50,000	9,920,437
<b>Object</b>	<b>Description</b>	<b>Amended Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
399	Other Contracted Services	1,000,000	50,000	0	1,050,000
	Total Education Capital Projects	11,347,949	50,000	-	11,397,949
This amendment in Fund 177 recognizes the generous donation of \$50,000 from Warner's Athletic Construction towards the High School Football Turf Project Donated funds will be deposited into the Education Capital Project fund with turf project budgeted expenditures to be increased accordingly.					
<b>Recommended motion-</b> to accept the generous donation of Warner's Athletic Construction and amend Fund 177 as reflected in the detailed budget amendment.					
Director of Schools		Date			
Chairman of the Board					

Rutherford County Schools								04/01/22		
Fund 189 Building Program Fund Amendment										
	Budget	2/18/22	Reduced	3/15/22	Cleanup	Available	Transfers	Available	Bond	Budget after
	3/15/2022	Report	or Adjusted	Adjusted	Amendments	after Cleanup	to Other	after Transfer	Issue	Amendments
		Available		Available		Amendments	Projects	Amendments	Summer	+ Bond Issue
									2022	
<b>Projects</b>										
<b>LaVergne Middle Annex - 2018</b>										
Architect	643,175	-		-		-		-		643,175
Engineering Services	44,727	-		-		-		-		44,727
Construction	12,458,163	1,132,934		1,132,934	(125)	1,132,809	(1,082,809)	50,000		11,375,229
Furniture, Equipment, Technology	1,400,000	492,168		492,168		492,168	(442,168)	50,000		957,832
Other Capital Outlay	-	-		-		-		-		-
Land	-	-		-		-		-		-
Site Development	1,991,575	(125)		(125)	125	-	-	-		1,991,700
Total Project	16,537,640	1,624,977	-	1,624,977	-	1,624,977	(1,524,977)	100,000	-	15,012,663
<b>Roy Waldron Addition - #2</b>										
Architect	358,000	-		-	-	-		-		358,000
Engineering Services	6,000	-		-	-	-		-		6,000
Construction	-			-	-	-		-		-
Furniture, Equipment, Technology	-			-	-	-		-		-
Other Capital Outlay	-			-	-	-		-		-
Land	-			-	-	-		-		-
Site Development	-			-	-	-		-		-
Total Project	364,000	-	-	-	-	-	-	-	-	364,000
<b>Future New Secondary Project (Unshared)</b>										
Architect	541,372	516,372	25,000	541,372	-	541,372	(541,372)	-		-
Engineering Services	-			-	-	-		-		-
Construction	-			-	-	-		-		-
Furniture, Equipment, Technology	-			-	-	-		-		-
Other Capital Outlay	-			-	-	-		-		-
Land	-			-	-	-		-		-
Site Development	-			-	-	-		-		-
Total Project	541,372	516,372	25,000	541,372	-	541,372	(541,372)	-		-



Rutherford County Schools								04/01/22		
Fund 189 Building Program Fund Amendment										
	Budget	2/18/22	Reduced	3/15/22	Cleanup	Available	Transfers	Available	Bond	Budget after
	3/15/2022	Report	or Adjusted	Adjusted	Amendments	after Cleanup	to Other	after Transfer	Issue	Amendments
		Available		Available		Amendments	Projects	Amendments	Summer	+ Bond Issue
									2022	
<b>LAND</b>										
Elementary	4,694,755	3,352,331		3,352,331		3,352,331		3,352,331		4,694,755
Secondary	7,661,036	1,743,447		1,743,447		1,743,447	(743,447)	1,000,000		6,917,589
Total Project	12,355,791	5,095,778	-	5,095,778	-	5,095,778	(743,447)	4,352,331	-	11,612,344
<b>Plainview Elementary School</b>										
Architects	1,850,200	263,915		263,915	-	263,915	(263,915)	-		1,586,285
Engineering Services	110,000	6,424		6,424	-	6,424	(6,424)	-		103,576
Construction	24,693,180	(18,664)		(18,664)	18,664	-		-		24,711,844
FF&E	3,293,000	1,421,413	(804)	1,420,609	-	1,420,609	(1,370,609)	50,000		1,922,391
Other Capital Outlay	207,000	4,955	(4,880)	75	-	75	(75)	-		206,925
Site Development	7,005,822	218,691		218,691	(18,664)	200,027	(150,027)	50,000		6,837,131
Total Project	37,159,202	1,896,734	(5,684)	1,891,050	-	1,891,050	(1,791,050)	100,000	-	35,368,152
<b>Plainview Middle School</b>										
Architects	-	(88,595)		(88,595)	-	(88,595)		(88,595)		-
Engineering Services	-	(8,122)		(8,122)	-	(8,122)		(8,122)		-
Construction	-	(207,589)		(207,589)	-	(207,589)		(207,589)		-
FF&E	-	-		-	-	-	-	-		-
Site Development	4,068,649	240,340		240,340	-	240,340		240,340		4,068,649
Total Project	4,068,649	(63,966)	-	(63,966)	-	(63,966)	-	(63,966)	-	4,068,649
<b>Plainview High School</b>										
Architects	-	(190,031)		(190,031)	-	(190,031)		(190,031)		-
Engineering Services	-	(24,152)		(24,152)	-	(24,152)		(24,152)		-
Construction	-	(410,965)		(410,965)	-	(410,965)		(410,965)		-
FF&E	-	-		-	-	-	-	-		-
Site Development	11,512,298	3,785,130		3,785,130	-	3,785,130		3,785,130		11,512,298
Total Project	11,512,298	3,159,982	-	3,159,982	-	3,159,982	-	3,159,982	-	11,512,298
<b>Smyrna Middle School Annex Renovation</b>										
Architects	375,000	125,000		125,000	-	125,000		125,000		375,000
Engineering Services	-	-		-	-	-		-		-
Construction	4,810,000	1,000,000		1,000,000	-	1,000,000		1,000,000		4,810,000
FF&E	350,000	234,971		234,971	-	234,971		234,971		350,000
Site Development	-	(10,315)		(10,315)	-	(10,315)		(10,315)		-
Total Project	5,535,000	1,349,656	-	1,349,656	-	1,349,656	-	1,349,656	-	5,535,000

Rutherford County Schools								04/01/22		
Fund 189 Building Program Fund Amendment										
	Budget	2/18/22	Reduced	3/15/22	Cleanup	Available	Transfers	Available	Bond	Budget after
	3/15/2022	Report	or Adjusted	Adjusted	Amendments	after Cleanup	to Other	after Transfer	Issue	Amendments
		Available		Available		Amendments	Projects	Amendments	Summer	+ Bond Issue
									2022	
<b>Rockvale Middle School Addition</b>										
Architects	445,000	(9,975)		(9,975)	-	(9,975)		(9,975)		445,000
Engineering Services	-	(24,252)		(24,252)	-	(24,252)	-	(24,252)		-
Construction	8,337,000	1,245,733		1,245,733	-	1,245,733		1,245,733		8,337,000
FF&E	350,000	155,274		155,274	-	155,274	-	155,274		350,000
Site Development	-	(19,115)		(19,115)	-	(19,115)		(19,115)		-
Total Project	9,132,000	1,347,665	-	1,347,665	-	1,347,665	-	1,347,665	-	9,132,000
<b>Stewarts Creek Middle Addition</b>										
Architects	-	-		-	-	-		-		-
Engineering Services	329,250	329,250		329,250	-	329,250		329,250		329,250
Construction	-	-		-	-	-		-		-
FF&E	-	-		-	-	-	-	-		-
Site Development	-	-		-	-	-		-		-
Total Project	329,250	329,250	-	329,250	-	329,250	-	329,250	-	329,250
<b>Rockvale Elementary Annex</b>										
Architects	475,000	(10,875)		(10,875)	-	(10,875)		(10,875)		475,000
Engineering Services	-	4,109,279		4,109,279	-	4,109,279	-	4,109,279		-
Construction	10,760,368	(2,874,687)		(2,874,687)	-	(2,874,687)		(2,874,687)		10,760,368
FF&E	850,000	684,849		684,849	-	684,849	-	684,849		850,000
Site Development	-	(10,265)		(10,265)	-	(10,265)		(10,265)		-
Total Project	12,085,368	1,898,301	-	1,898,301	-	1,898,301	-	1,898,301		12,085,368
<b>Future Elementary School</b>										
Architects	-	-		-	-	-		-		-
Engineering Services	-	-		-	-	-		-		-
Construction	-	-		-	-	-		-		-
FF&E	-	-		-	-	-		-		-
Site Development	-	-		-	-	-	2,299,376	2,299,376		2,299,376
Total Project	-	-	-	-	-	-	2,299,376	2,299,376	-	2,299,376
<b>Riverdale High Addition</b>										
Architects	-	-	(12,500)	(12,500)	-	(12,500)	1,100,000	1,087,500		1,100,000
Engineering Services	-	-		-	-	-	-	-		-
Construction	-	-		-	-	-		-		-
FF&E	-	-		-	-	-		-		-
Site Development	-	-		-	-	-		-		-
Total Project	-	-	(12,500)	(12,500)	-	(12,500)	1,100,000	1,087,500	-	1,100,000
<b>Smyrna High Addition</b>										

Rutherford County Schools								04/01/22		
Fund 189 Building Program Fund Amendment										
	Budget	2/18/22	Reduced	3/15/22	Cleanup	Available	Transfers	Available	Bond	Budget after
	3/15/2022	Report	or Adjusted	Adjusted	Amendments	after Cleanup	to Other	after Transfer	Issue	Amendments
		Available		Available		Amendments	Projects	Amendments	Summer	+ Bond Issue
Architects	-	-		-	-	-	1,100,000	1,100,000		1,100,000
Engineering Services	-	-		-	-	-	-	-		-
Construction	-	-		-	-	-	-	-		-
FF&E	-	-		-	-	-	-	-		-
Site Development	-	-		-	-	-	-	-		-
<b>Total Project</b>	-	-	-	-	-	-	1,100,000	1,100,000	-	1,100,000
<b>LaVergne High Addition</b>										
Architects	-	-		-	-	-	88,970	88,970	1,011,030	1,100,000
Engineering Services	-	-		-	-	-	-	-		-
Construction	-	-		-	-	-	-	-		-
FF&E	-	-		-	-	-	-	-		-
Site Development	-	-		-	-	-	-	-		-
<b>Total Project</b>	-	-	-	-	-	-	88,970	88,970	1,011,030	1,100,000
<b>Blackman High Addition</b>										
Architects	-	-		-	-	-	-	-	1,200,000	1,200,000
Engineering Services	-	-		-	-	-	-	-		-
Construction	-	-		-	-	-	-	-		-
FF&E	-	-		-	-	-	-	-		-
Site Development	-	-		-	-	-	-	-		-
<b>Total Project</b>	-	-	-	-	-	-	-	-	1,200,000	1,200,000
<b>Oakland High Addition</b>										
Architects	-	-	(12,500)	(12,500)	-	(12,500)	12,500	-	1,187,500	1,200,000
Engineering Services	-	-		-	-	-	-	-		-
Construction	-	-		-	-	-	-	-		-
FF&E	-	-		-	-	-	-	-		-
Site Development	-	-		-	-	-	-	-		-
<b>Total Project</b>	-	-	(12,500)	(12,500)	-	(12,500)	12,500	-	1,187,500	1,200,000
<b>Total Amendment</b>	109,620,570	17,154,749	(5,684)	17,149,065	-	17,149,065	-	17,149,065	3,398,530	113,019,100

This building program project budget amendment requests funds, as presented in the detailed amendment, to be moved from future secondary and elementary land, future new secondary projects, Lavergne Middle School Addition, and Plainview Elementary School to budget for the design of five high school additions. Funding for these designs of \$5,700,000 to come from the remaining unshared portion of funds of Lavergne Middle, future secondary projects, and a portion of unshared secondary land with the remaining funding to come from internal Fund 189 cash until a future bond issue in late summer after design work is completed and hard construction estimates are recognized. This amendment also transfers all but \$200,000 of unencumbered funds from the Plainview Elementary project and the Lavergne Middle Addition Project with the shared funds of these projects moved to future elementary school projects.

**Recommended motion:** To approve the amendment to Fund 189 as presented in the detailed amendment and approve the funding of the design of the five high school additions as presented

**RFP #22-02 - Substitute Teacher Staff Services**

	Advantage XPO		EDUSTAFF		ESS South Central, LLC		Kelly Educational	
	Half Day	Whole Day	Half Day	Whole Day	Half Day	Whole Day	Half Day	Whole Day
Non-Certified Substitutes	\$ 54.10	\$ 108.19	\$ 54.50	\$ 108.80	\$ 55.68	\$ 111.35	\$ 54.83	\$ 109.65
Certified Substitutes	\$ 59.57	\$ 119.13	\$ 60.80	\$ 121.60	\$ 62.23	\$ 124.45	\$ 61.28	\$ 122.55
Hard to fill Non-Certified Substitutes (North End of the County)	\$ 59.57	\$ 119.13	\$ 60.80	\$ 121.60	\$ <b>62.23</b>	\$ <b>124.45</b>	\$ 61.28	\$ 122.55
Hard to fill Certified Substitutes (North End of the County)	\$ 65.08	\$ 130.16	\$ 67.20	\$ 134.40	\$ <b>68.78</b>	\$ <b>137.55</b>	\$ 67.73	\$ 135.45

Motion to award the South End (Murfreesboro Area) to Advantage XPO and award the North End (Smyrna and LaVergne Area) to ESS South Central, LLC for overall best bid.



Tara Brown, The Connection Coach, will provide one day of teacher professional development on the topics the Teen Brain, the power of connections, intentional interactions with students, and social-emotional stability. By attending this professional development, teachers will learn how to create positive connections with students, provide social-emotional support, how to prime the teen brain for learning, increase student motivation, and increase student engagement. Teachers will learn and implement strategies that will address the social emotional needs of the child with the goal of increasing student achievement.

**Contract Details:**

**On-Site Training:**

**May 19, 2022**

**On-site Training for 85 Educators**

**2 Sessions:**

**Session 1: 8-11a**

**Session 2: 12-3p**

**Total Contract Fees: = \$8,500.00**

**(fee is all inclusive)**

**Motion:** To approve Title I Funds to pay for on-site professional development for teachers to learn about the teen brain with Tara Brown. Participation in this training will enable teachers to gain strategies that create a social-emotionally responsive climate, create healthy connections with students, increase student engagement, and increase student motivation.

Learner's Edge Consulting  
(615) 330-8575



Speaker • Trainer • Author  
[www.TheConnectionCoach.org](http://www.TheConnectionCoach.org)

March 23rd, 2022

Jana Pope  
Title 1 RTI Instructional Coach  
LaVergne Middle School

Dear Jana:

It is my pleasure to confirm the following engagement:

Date of Engagement: May 19th, 2022  
Purpose of Event: Full Day Professional Development  
Contact/Phone: (615) 904-3877 Email: popeja@rcschools.net

*The terms and conditions of Tara's appearance on your behalf are as follows:*

**Fee: \$8,500 All-Inclusive**

Please note the required payment schedule: Fee to be paid after completion of services

Please sign and date this agreement and return via email to [tara@theconnectioncoach.org](mailto:tara@theconnectioncoach.org). **Also, please email the completed Questionnaire (pgs 2-3) as soon as possible so that our logistical planning can begin.**

Please mail a hard copy to Learner's Edge Consulting, 508 Beech Brook Court, Nashville, TN 37214 within 7-10 days of receipt. A/V Requirements (pg 4) and All That Jazz (pg 5) documents are due no later than two weeks prior to the booking date.

Sincerely,

**Tara M. Brown**  
Tara M. Brown/ The Connection Coach

***I have read, acknowledge, and accept ALL terms, including requirements (pgs 3-4).***

Authorized Representative/Title

Date

---

---

Learner's Edge Consulting  
(615) 330-8575



Speaker • Trainer • Author  
[www.TheConnectionCoach.org](http://www.TheConnectionCoach.org)

**Pre-Program Questionnaire**

Please Complete and Return with Signed Contract to [tara@theconnectioncoach.org](mailto:tara@theconnectioncoach.org)  
This assists with presentation preparation and travel.

Sponsoring Organization/Address: Rutherford County Schools

Contact Name/Title: Jana Pope (LaVergne Middle School)

Office: Email: [popeja@rcschools.net](mailto:popeja@rcschools.net)  
Cell (for emergency use only): Texting Permitted? Y or N

Additional Contact Person/Title:

Cell: Email:

Name of Conference/Event/School District:

Twitter and Instagram Handle of Organization, Event or School: (**\*\*Please make sure to look up and include for use with social media promotion before and after event**)

Hashtag for Conference or School District:

Books Ordered: Y or N      If Yes, # of Books Ordered:      How many?      To Arrive By:

Date & Length of Presentation(s):      Type of Presentation(s):

**Questionnaire completed by:**

\_\_\_\_\_   
Authorized Representative/Title

\_\_\_\_\_   
Date

Program Title(s) / Themes(s): *The Teen Brain* *May 19, 2022*

Program Schedule: When does event start? \_\_\_\_\_ When does Tara begin? \_\_\_\_\_ End time? \_\_\_\_\_  
*8-11 AM / 12-3pm*

Sound Check: The day before  The morning of event \_\_\_\_\_

Meeting/Venue Location (Name/Street Address/Phone): *Lavergne Middle School*

Will parking spot be reserved? \_\_\_\_\_ If so where?

Where specifically will Tara enter the building once she arrives?

Where will Tara go after entering the building?

Name and Cell number of person to contact after arriving at venue: *Jana Pope*

Nearest (Best Option) Airport: *N/A* Miles from Venue:

Please Provide Names of 3 Nearest Hotels: (Unless client is securing lodging for Tara, in which case, please provide name and location and a preferable 1st floor room) *(Local Travel)*

Audience Size? (approx #): *N/A* % men % women

Is there a Meeting Theme:

Audience Description: (Who is Tara's audience?):

Goals & Expected Outcomes of Tara's Presentation:

**Questionnaire completed by:**

\_\_\_\_\_  
Authorized Representative/Title

\_\_\_\_\_  
Date





## TECHNICAL & SPACE REQUIREMENTS FOR TARA'S PRESENTATION

**Please forward these requirements to the tech team responsible for the event**

We will schedule a time to review these requirements well in advance of your scheduled event. *These extra measures allow Tara's focus and energy to be placed solely on the engagement before arrival.*

**A/V - TECHNICAL:** Please confirm that each requirement will be met prior to the event.

- Tara uses video clips throughout the presentation and it is critical that a complete sound check and 'run through' is done to confirm sound, video and connection systems. She will be on site 90 minutes prior to the presentation, and she is often available (and prefers) to complete this step one day prior to the event.
- Mandatory Equipment:
  - Projection Screen**
  - LCD**
  - Sound System with audio cable for MacBook Pro** (HDMI cable or VGA to HDMI adapter).
  - An over-the-ear mic with new batteries** is preferred to allow for Tara's lively presentation. A lapel mic is also acceptable. **NO HAND HELD MIC!**
  - Cordless Hand Held Mic for audience participation
- Tara will use her Macbook Pro on a small table on stage for the presentation and will bring an adaptor for the LCD. Connection cables must be long enough to reach from Tara's computer to the venue's LCD and sound board connections.
- Please note:** use of another computer, flash drives, placing Tara's computer in the back of the room, having someone else change slides or controlling the computer are **NOT** options.
- If an additional computer is used prior to Tara's presentation, please have a splitter so that the projection can be easily switched to her computer. If no splitter is available, please allow time for the switch and test prior to Tara's introduction!

### **VENUE PREPARATION:**

- Tara engages her audience by using lots of movement throughout the presentation. She requires only one small table on stage (close to a power source), no presentation podium needed. If there is a podium, please move to the corner of the stage. Please clear the stage of any other obstacles before the presentation.
- Please have bottled water available.
- Please note:** If your event will be held in an auditorium or gym, and there are not enough attendees to fill the area, please rope off sections so attendees will be centrally located (as opposed to randomly spread throughout venue). Please have assigned representatives in position to assist with seating attendees in the designated seating area before attendees begin arriving.

**Tara PROMISES not to ask for imported fruit from Tahiti, chilled Dom Perignon, or sorted M&M's before each engagement. But the above checklist is IMPORTANT. It is VITALLY IMPORTANT that tech requirements be completed and confirmed early!**

**Additional questions or concerns? Contact [Tara@theconnectioncoach.org](mailto:Tara@theconnectioncoach.org)**

**A/V Requirements confirmed by:**

Authorized Representative/ Title

Date



## And All That Jazz

**Additional checklist and information we would like to provide prior to the event**

### PRODUCTS:

- If products were pre-purchased, please provide shipping address:
- Do you prefer a separate invoice or include in the speaker fees invoice?
- If you require a PO # on the invoice for payment, please provide PO number?

### **Product Sales: (If product sales are not permissible/appropriate/applicable please skip this section)**

- The best place to set up products is on a 6'-8' table at the back of the room. Please provide 1-2 volunteers to assist Tara at the table. She will meet with the volunteer(s) prior to the presentation to give them the moneybag, credit card reader and price sheet.
- Please provide names of volunteers:

**Travel Expenses:** (if applicable)     N/A     will take care of Tara's air travel and ground transportation \*(will communicate the itinerary with you prior to her arrival).

- We request that you direct bill a non-smoking room in Tara's name to your master account (**late arrival guaranteed, including meals**). Please provide name and address of hotel, along with confirmation number supplied by the hotel:

An invoice for expenses will be submitted, along with copies of receipts, within 14 days of the event. We request the invoice be paid upon receipt. Check shall be made payable to Learner's Edge Consulting.

**Video Recording:** Recording of video or audio during the presentation is allowable only with prior, written agreement.

### **Post-Engagement\*:**

- Tara's business has been built primarily on word of mouth/referrals. You may know of audiences that could benefit from her message and passion. Within two weeks of the event, if you were thrilled with the service, you agree to provide an email introduction/recommendation to at least two colleagues/ other organizations who would benefit from this presentation. Please copy Tara on the emails.
- Within two weeks of the event, if you were thrilled with the service, you agree to provide a testimonial and/or quote regarding the presentation. *Please consider creating a video testimonial because of the added impact of your message.*
- Within one week of the event (or prior, if you choose), please provide an attendee email list. This will be used to provide continuing resources to attendees from Tara.

*\*There will be a follow-up request to the above contractual requirements. This is an integral portion of the contract and has been a powerful resource to reach additional organizations around the globe.*

### **AV Requirements confirmed by:**

Authorized Representative/ Title

Date

---

## **RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION**

---

<b>Job Title:</b>	Human Resource Benefits Specialist
<b>Term of Employment:</b>	12 Months, Full-time, Salaried Classified Position
<b>Immediate Supervisor:</b>	Assistant Superintendent of Human Resources and Student Services

---

### **POSITION DESCRIPTION:**

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

---

### **ESSENTIAL FUNCTIONS:**

- Interact and coordinate with other members of the Human Resources and Benefits Management department in creating internal processes relative to benefits.
- Serve as an internal consultant to solve complex issues and provide technical assistance and training in benefits administration, billing reconciliation, plan compliance. Payroll functions, and all system functionality to ensure consistency and equity in policy and practice.
- Review and audit end of month enrollment counts of financial data and discrepancy checks in benefits systems to ensure accuracy.
- Complete federal and annual insurance related reporting, monitor activity for part-time employees, oversee the development and maintenance of employee insurance files and data, send appropriate communication to employees regarding insurance status.
- Research billing transactions to determine if adjustments, refunds or additional collections are needed and communicate discrepancies to payroll when appropriate.
- Participate in required HIPPA and other insurance related training staying current with changing policies, technologies, services along with state and federal regulations.
- Assist with annual enrollment activities such as system preparation, communication development, rates, connections to benefit systems, reporting and cleanup.
- Analyze enrollments, dependent verifications, and operational reports to develop corrective actions.
- Oversee the benefits plan design, changes, updates and rollout for current employees and retirees.
- Respond to inquiries regarding benefits by conducting investigations and resolving issues.

- All other duties as assigned to ensure a proper operation of Human Resources Department.
- 

## **QUALIFICATIONS:**

- Human Resources experience preferred.
- Bachelor's degree required with course work emphasis in Business Administration, Insurance, Finance, or related field; supplemented by one year of previous experience in Benefits Administration.
- Possess strong interpersonal skills – ability to work effectively with a wide range of people including applicants, administrators, teachers support staff, and other community members.
- Must have advanced computer skills in Word, Excel and PowerPoint and be able to give updated presentations regularly.
- Able to organize multiple priorities.
- Able to work effectively under pressure and handle multiple tasks efficiently.
- Able to take direction, manage a team or work independently.
- Must meet all health, physical and background check requirements.
- Demonstrate professionalism and confidentiality.
- Strong written and verbal skills.

---

## **RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION**

---

<b>Job Title:</b>	Human Resource Benefits Generalist
<b>Term of Employment:</b>	12 Months, Full-time, Hourly Classified Position (3 positions available)
<b>Immediate Supervisor:</b>	Assistant Superintendent of Human Resources and Student Services

---

### **POSITION DESCRIPTION:**

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

---

### **ESSENTIAL FUNCTIONS:**

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

### **QUALIFICATIONS:**

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



# AIA® Document G701™ – 2017

## Change Order

---

**PROJECT:** *(Name and address)*

Tan Oaks Elementary

**CONTRACT INFORMATION:**

Contract For: General Construction

Date:

**CHANGE ORDER INFORMATION:**

Change Order Number: 01

Date: March 21, 2022

**OWNER:** *(Name and address)*

Rutherford County Board of Education

**ARCHITECT:** *(Name and address)*

Binkley Garcia Architecture, LLC

5556 Franklin Pike, Suite 201

Nashville, TN 37220

**CONTRACTOR:** *(Name and address)*

R.G. Anderson Company, Inc.

---

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

1. Deduct Allowance #1 Miscellaneous Contingency

DEDUCT: (\$564,295.59)

2. Deduct Allowance # 4 Fire Marshall Requirements

DEDUCT: (\$155,379.19)

3. Deduct Allowance #5 Printing

DEDUCT: (\$41,448.85)

3. Deduct Allowance #6 Gym Lettering and Logos

DEDUCT: (\$20,000.00)

4. Deduct Allowance #8 Access Control System Hardware

DEDUCT: (\$10,932.00)

5. Deduct for remaining voluntary civil pond excavation depth not used.

DEDUCT: (\$153,000.00)

TOTAL DEDUCT: (\$945,055.63)

The original Guaranteed Maximum Price was	\$	41,602,000.00
The net change by previously authorized Change Orders	\$	0.00
The Guaranteed Maximum Price prior to this Change Order was	\$	41,602,000.00
The Guaranteed Maximum Price will be decreased by this Change Order in the amount of	\$	945,055.63
The new Guaranteed Maximum Price including this Change Order will be	\$	40,656,944.37

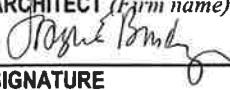
The Contract Time will be increased by zero (0) days.

The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the

Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Binkley Garcia Architecture, LLC  
ARCHITECT (Firm name)  
  
SIGNATURE  
Joseph E. Binkley, Principal  
PRINTED NAME AND TITLE  
3/23/2022  
DATE

R.G. Anderson Company, Inc.  
CONTRACTOR (Firm name)  
  
SIGNATURE  
W. Craig Johnson, President  
PRINTED NAME AND TITLE  
3/22/2022  
DATE

Rutherford County Board of Education  
OWNER (Firm name)  
  
SIGNATURE  
  
PRINTED NAME AND TITLE  
  
DATE



Rutherford County Schools

Application for Campus Construction Project

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

1. School Name: **Stewarts Creek Middle School**
2. Principal: **Dr. Letoni Murry**
3. Project Name: **Band Storage Building**
4. Assistant Principal who is overseeing the project: **Mr. Keith Young**
5. Does project support recreational sports, athletics or education? **Education**
6. Does this project meet all gender equity criteria? **Yes**
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.)  
**Band**
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate.  
**(See Bids attached)**
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.)List all sources. **Booster Club**
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? **N/A**  
Do construction plans meet criteria for funding? **N/A**
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan: **N/A**
12. Do you have a site layout showing where this project will be constructed on campus? **(See attached)**
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? **Yes**
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? **N/A**
15. Are plans drawn and stamped by Architect/ Engineer? **N/A**

16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes) **N/A**
17. What is your time line for completion of project? When will it start and when will it be completed? **Begin in April and completed in May**
18. If stated that construction project is at no cost to school Board all cost should be included in project. This includes electrical, plumbing, and mechanical services. **(See Bids attached)**
19. Do you have a contractor for constructing/completing the project? What is the name of Contractor? If no, who will be overseeing the project from the community and who will be doing the work? **N/A**

Prepared by: Jessica Aguila : 03/23/2022 22:51pm (CDT)

**Old Hickory Buildings**  
 Cust. Service: (615) 890-8075  
 www.oldhickorybuildings.com



Patriot Structures  
 5460 Murfreesboro Rd  
 Lavergne, TN 37086  
 615-280-0456

Purchase Type: **ORDER-SHOP BUILT**  
 Building Type: **Utility (8' Walls)**  
 Size: **12x20**  
 Reference #: **357552**

Date: **03/23/2022**  
 Salesman: **Jessica Aguila**

\*Revisions on Custom Orders subject to fee, see below for details

\*All Sizes Nominal\* \*12' wide measured eave\* \*7' & 8' Tall Walls  
 Measured on Outside\*

NOTES/COMMENTS

**Customer Name**

(Name must match ID) Tony Faulk Rutherford Co. Board of Education

Delivery Address: 123

(City) Murfreesboro (State)TN (Zip )37130

(County) Rutherford

Primary Phone: (615) 456-4971

Cell Phone: \_\_\_\_\_

Mailing Address: 123

City: Murfreesboro

State: TN

ZIP: 37133

Work Phone: \_\_\_\_\_

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

**Cash Sale**

\*Checks payable to:  
 Old Hickory Buildings, LLC\*

	Amount
Sales Price	\$5,895.00
Option Cost	\$367.00
Building Materials Surcharge	\$589.50
Total (Pre-Tax)	\$6,851.50
7% Tax	\$0.00
Up to \$1600	\$0.00
Up to \$3200	\$0.00
Tax	\$0.00
<b>Total Cost</b>	<b>\$6,851.50</b>

Free setup includes leveling the building to the specifications on our blocking diagram (customer may request a copy from dealer) starting with the high corner at ground level or one four inch concrete block high. Buildings may then be leveled to a maximum of 3 feet at the highest corner. If leveling requires one (1) foot or less, pressure treated wood may be used. Otherwise, customer may supply concrete blocks which are placed on top of the ground, or driver can supply concrete blocks for \$3.00 each. In very rare cases, underground footers may be required by local building codes. Old Hickory Buildings does not offer digging or footer services, and these services are not included in free setup. However, we can work with Customer or a contractor when required for an additional cost. Free delivery covers one trip up to thirty (30) miles one way. Trips over thirty (30) miles are subject to a \$2.00/mile (8ft, 9ft, & 10ft wide) or \$3.50/mile (12ft & 14ft wide) or \$4.50/mile (16ft wide) charge one way. Customer will be responsible for any additional mileage charge as well as the cost of any additional trips. \* A non-refundable fee will be charged on cancellations or revisions of custom orders as follows: 10% on cash sales of 8ft, 10ft, & 12ft wide buildings, 20% on cash sales of 14ft & 16ft wide buildings, up to 50% on any build on site order; or, on rent to own sales, the security deposit plus first month's rent.

**PAINTED**

**QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.**

Prepared by: Jessica Aguilera : 03/23/2022 22:51pm (CDT)

Old Hickory Buildings, LLC - QUOTE SHEET

Quote Only - Reference #: 357552

Sales Lot Patriot Structures Date 03/23/2022  
Customer Name Tony Faulk Bldg Type/Size 8' Utility (8' Walls) 12x20

Bldg Type	Painted
Flooring	Treated Square Edge
Roof	Burnished Slate - Metal
Siding Type	LP SmartPanel
Exterior Finish	Painted
Wall Color	Clay Paint
Trim Color	Clay Paint
Door Color	Clay
Door Trim Color	Clay
Shutter Color	

Item	Price	Qty	Total Price
8' Walls	175.00 EA	1	\$175.00
Double Door			INCLUDED
16" On Center Trusses	0.40 SF	240	\$96.00
2x6 Floor Joists	0.40 SF	240	\$96.00
<b>TOTAL OPTIONS PRICE</b>			<b>\$367.00</b>

**Notes/Comments**

Door Color CLAY  
Door Trim Color CLAY

**PAINTED**

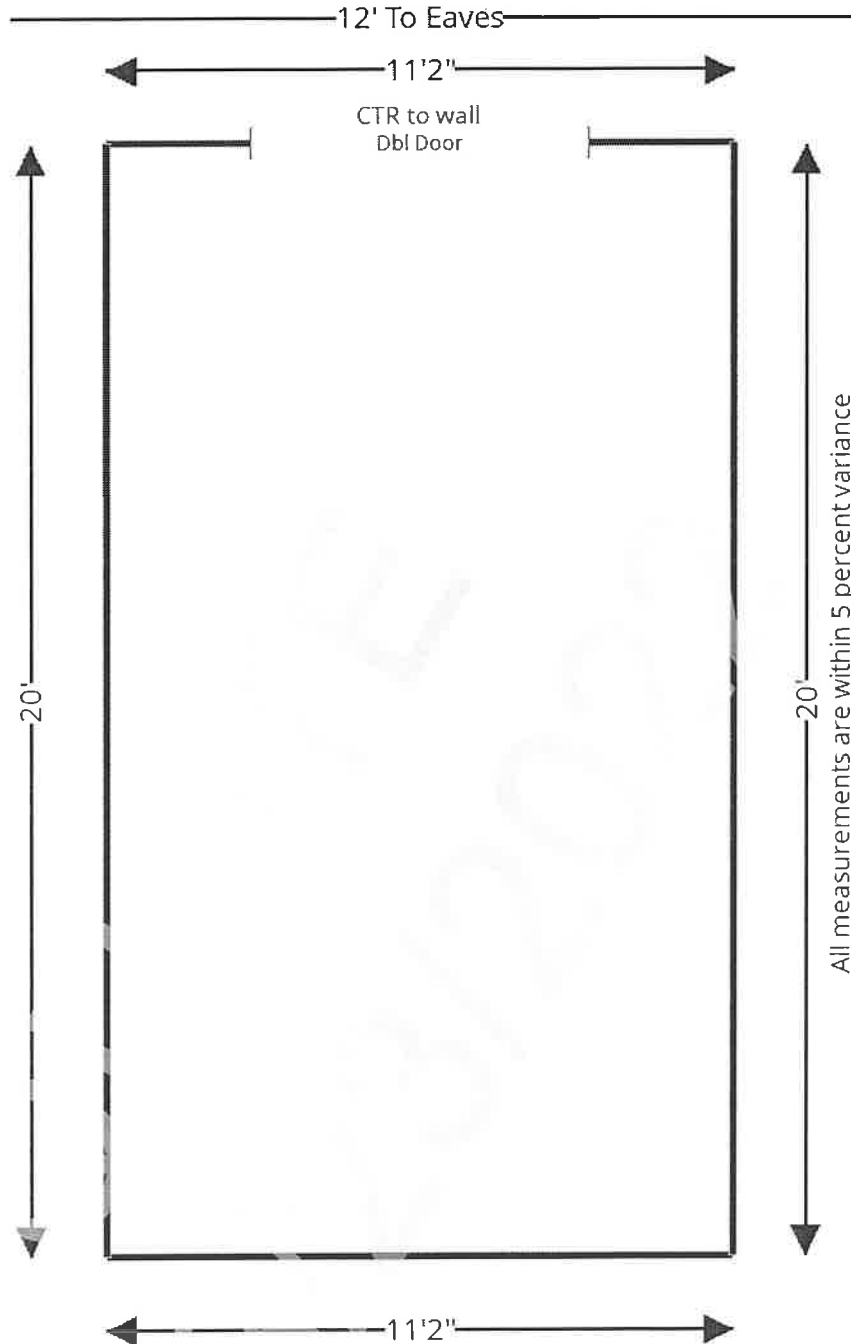
QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.

Old Hickory Buildings, LLC - DRAWING SHEET

Please send along with work order and order sheet on all custom orders - Reference #: 357552

Sales Lot Patriot Structures Date 03/23/2022  
Customer Name Tony Faulk Bldg Type/Size 8' Utility (8' Walls) 12x20

FRONT



All measurements are within 5 percent variance

BACK

Roof ridge runs from FRONT to BACK

QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.

PAINTED

Prepared by: Jessica Aguilera : 03/23/2022 22:51pm (CDT)

Prepared by: Jessica Aguilera : 03/23/2022 22:51pm (CDT)

**Old Hickory Buildings, LLC - Additional Terms, Conditions, and Warranties**

Please send along with work order, order sheet, and drawing sheet on all custom orders - Reference #: 357552

Sales Lot	<u>Patriot Structures</u>	Date	<u>03/23/2022</u>
Customer Name	<u>Tony Faulk</u>	Bldg Type/Size	<u>8' Utility (8' Walls) 12x20</u>

**Additional Terms, Conditions and Warranties**

- 1. SALE IS NOT FINAL.** This Agreement is subject to approval and execution by Old Hickory's corporate office. Old Hickory has the right to refuse any sale up until the time when the building is set up at customer's location. Old Hickory shall have the right to correct any errors in this Agreement concerning pricing or taxes.
- 2. LIMITED WARRANTY.** Customer will receive a limited five-year warranty. The details of this warranty can be found online at [www.oldhickorybuildings.com](http://www.oldhickorybuildings.com). Customer acknowledges that Customer has been provided a copy of this warranty or have had adequate time to review this warranty online. Discounted Buildings do not carry a warranty on cosmetic issues.
- 3. DELIVERY AND SETUP.** Old Hickory strives to deliver all buildings in a timely manner consistent with our customers' expectations; however, Old Hickory does not guarantee dates or times of delivery. Customer expressly understands that inclement weather, vehicle problems, difficulties at other delivery locations, and/or other unforeseen circumstances can affect the date and time of delivery. Old Hickory is not responsible for any of Customer's lost work time associated with any delays or rescheduled deliveries. Customer represents that the delivery location will be accessible by a truck and trailer. It is the Customer's responsibility to decide if ground conditions are unsuitable or too wet for delivery. Customer is responsible for informing the delivery driver of any utility hazards or any other relevant matter prior to commencement of setup.
- 4. LIMITATIONS.** Old Hickory is not responsible for permits, snow/wind load requirements, covenant searches, restrictions, setbacks, yard damage, or underground damage. Please contact your local building inspector and/or homeowner's association for information on requirements and restrictions. Customer shall be solely responsible for and shall obtain any necessary permits PRIOR TO installation. Customer agrees to indemnify and hold harmless Old Hickory and its independent contractor delivery drivers for any yard damage done during installations and/or any violation of any government ordinance or code resulting from the installation of any Old Hickory product at Customer's location. Customer releases Old Hickory and its independent contractor delivery drivers from any claims for punitive, indirect, incidental, special, or consequential damages.
- 5. PAYMENT.** Drivers do not take credit cards. All balances due must be paid by cash or check on delivery. Balance due paid by credit card must be paid prior to delivery. Credit card price is 3% higher than discounted cash price listed on the work order. In the event building is not paid for before or on delivery, driver will not leave building and additional trip charges will be incurred. If delivery has not been made within 90 days, cash customers must pay balance due, rental customers must pay the rent due or other amounts as required by the rental purchase agreement, or the order is subject to cancellation and cancellation fee will be charged. All amounts not paid at delivery will be considered past due. On cash sales, customer may choose option to postpone construction start date and extend requirement to pay within 90 days for an additional 10% non-refundable fee paid at the time of sale. If customer chooses to postpone construction start date, the customer still must pay the balance due within 90 days of construction completion regardless of whether building is delivered.
- 6. CANCELLATIONS AND REFUNDS.** If Customer is dissatisfied with the Old Hickory product upon acceptance of delivery by Customer or Customer's authorized agent, Customer's sole recourse is to file a warranty claim.
- 7. LATE PAYMENT, COSTS OF COLLECTION, AND RETRIEVAL.** Unless otherwise prohibited by state law, if Old Hickory must engage in any effort to secure payment or otherwise seek to compel Customer to fulfill any of Customer's obligations under this Agreement, Customer agrees to reimburse Old Hickory for any and all reasonable attorney fees, costs, and other expenses. For cash sales, Old Hickory may charge a monthly late fee equal to 10% of the amount due or the maximum amount allowed by law. FOR CASH SALES, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT A FAILURE TO PAY ALL AMOUNTS DUE ENTITLES OLD HICKORY THE RIGHT TO RETRIEVE THE OLD HICKORY PRODUCT AND CUSTOMER FURTHER WAIVES ANY AND ALL RIGHTS AND/OR CLAIMS FOR REFUND FOR ANY PAYMENTS MADE PRIOR TO SUCH RETRIEVAL UNLESS THE PAYMENTS MADE EXCEED THE DEPOSIT PLUS EXPENSES INCURRED BY OLD HICKORY IN RETRIEVING THE OLD HICKORY PRODUCT.
- 8. REPRESENTATIONS AND WARRANTIES.** Customer hereby represents and warrants to Old Hickory, that Customer is the owner, or an authorized agent of the owner, of the property on which the Old Hickory product is to be delivered and set up.
- 9. SEVERABILITY; APPLICABLE LAW AND VENUE; CLASS ACTION WAIVER.** If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law, public policy, or otherwise, any remaining provisions of this Agreement shall nevertheless remain in full force and effect. Unless otherwise prohibited by state law, this Agreement will be governed and construed by the laws of the State of Tennessee, without giving effect to its choice of law principles, and Customer agrees that any legal action arising out of this Agreement instituted by Customer will be brought, and consents to the jurisdiction and venue in, Rutherford County, Tennessee. Customer specifically agrees that any claims arising out of or relating to this Agreement must be brought by Customer in an individual capacity and expressly waives any right or option for Customer to bring any claim related in any way to this Agreement as a plaintiff or class member in any representative action.
- 10. ELECTRONIC NOTICE; CONSENT TO USE INFORMATION.** Customer and Old Hickory have agreed to conduct all and/or portions of this transaction by electronic means, including, but not limited to, acceptance by Customer of any revisions regarding errors in pricing or taxes. Customer consents to Old Hickory's use of any information disclosed by Customer for the purposes of completing the transactions contemplated in this document, for providing any ongoing support and services, and otherwise in accordance with Old Hickory's privacy policy. Such consent includes the disclosure of such information to third parties which is reasonably necessary for such purposes. Customer may request a copy of Old Hickory's privacy policies and practices through the above contact information.

Customer agrees to be bound by the terms, conditions, and warranties set forth herein and expressly acknowledges that there are no agreements of any type or kind other than those set forth herein.

**QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.**



# SALES INVOICE

## Watson Barn Rentals, LLC

Date: 03/22/22

Morrison, TN  
931-635-2244

Estimated Delivery Date: \_\_\_\_\_

Sales Lot: Murfreesboro South

County of Sales Lot: Rutherford

Dealer Phone #: (629) 247-3398

Dealer Fax#: (615) 410-3098

### Customer Information:

Name: Tony Faulk Home Phone#: (615) 456-4971 Cell/Other#: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Delivery Details: QUOTE ONLY

faulkr@rcschools.net

### Building Information

BLDG SIZE: 12 x 20 STYLE: Utility Wood, Painted COLOR: TBD

Trim COLOR: TBD ROOF: Black or TBD  Shingle Roof  Metal Roof

BLDG SERIAL #: \_\_\_\_\_ OTHER: \_\_\_\_\_

BLDG IS:  NEW  USED \*Used buildings are sold AS IS.

OPTION #1: Standard 7.5" Interior Walls

OPTION #4: 72" Double Doors

OPTION #2: Walls on 16" center

OPTION #5: No Windows

OPTION #3: 2x6 Floor Joists on 16" Centers \$ 240.00 OPTION #6:

Sale Price: \$ 6,760.00

Tax: 9.75 % \$ 682.50

Options Total: \$ 240.00

Delivery/Setup: \_\_\_\_\_

Subtotal: \$ 7,000.00

TOTAL: \$ 7,682.50

Standard Deposit: \$ 1,050.00

Payment:  Cash  Check  Money Order  Credit/Debit Card Due on Delivery: \$ 6,632.50

The 15% deposit is non-refundable.

Buyer is responsible to provide a location suitable for delivery and setup by Watson Barn Rentals.

Buyer is responsible to provide adequate access to portable building site, by trimming limbs and removal of any obstructions such as fences, trees, shrubs, vehicles, etc.. Watson Barn Rentals, LLC, Dealers or Transport Company shall in no way be responsible for damage occurring as a result of transport, setting up or removal of portable building to, but not limited to yard, fences, shrubs, trees, septic tanks and laterals, gas tanks, gas meter, gas lines, telephone lines, cable TV lines, water lines, water meters, etc. Pet(s) and or other animals are the responsibility of the Buyer.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



# Watson Barn Rentals, LLC

PO Box 271, Manchester, TN 37349-0271

Phone: 931-635-2249 Fax: 931-635-2255

## Delivery Confirmation Form

---

Customer: Tony Faulk Date Delivered: \_\_\_\_\_

Physical Delivery Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Building Description: 12 x 20 Utility Wood, Painted

Serial Number: \_\_\_\_\_ Dealer Name: Watson Barn Rentals, LLC

1. The Building was delivered and set up at the correct location.
2. I inspected the Building and determined it is what I ordered and in good condition.
3. I am satisfied with the delivery and installation of the Building.

Please check (✓) your answer

Yes \_\_\_\_\_ No \_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_

Additional comments: \_\_\_\_\_  
\_\_\_\_\_

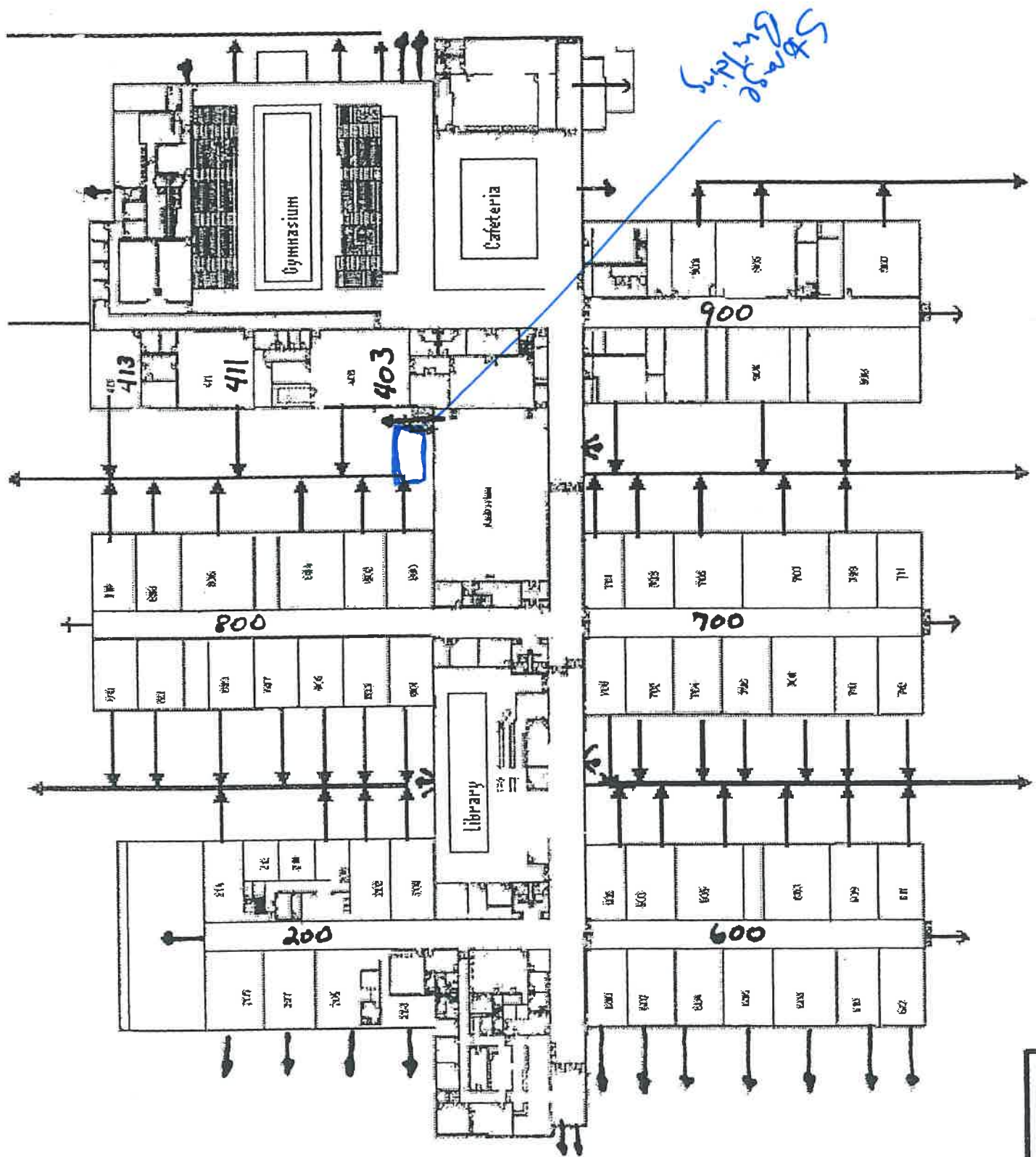
My signature below confirms I have inspected and accepted delivery and installation of the Building with complete satisfaction.

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Driver's Signature





Storage Buildings

FRONT

ation Routes

DEVELOPER AGREEMENT FOR EXTENSION OF WATER SERVICE

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ hereinafter called "Developer" and the Consolidated Utility District of Rutherford County, Tennessee, hereinafter called "District":

WITNESSETH:

WHEREAS, the Developer desires the extension of the water distribution system of the District to or within property owned by the Developer or to be developed by the Developer;

WHEREAS, the Property which is to be served by said water line distribution system is generally described as follows:

**Subdivision:**\_\_\_\_\_ **Section:**\_\_\_\_\_ **Phase:**\_\_\_\_\_ **# of Lots:**\_\_\_\_\_ (the "Property").

WHEREAS, the District is willing to enter into a contract for the extension of said system at the expense of the Developer provided said system will be owned by the District upon completion;

NOW, THEREFORE, in consideration of the promises and mutual agreements and conditions hereafter set forth, it is agreed between the District and the Developer as follows:

1. The District will cause the necessary plans and specifications to be prepared for the extension of the water distribution system to or within the above described Property.
2. In accordance with District policies, upon the signing and approval of the preliminary plat (or construction plan) by Consolidated Utility District, the Developer agrees to automatically pay non-refundable review and engineering fees to the District for the cost and review of said plans in accordance with the District's most current fee structure. Said review and engineering fees shall be paid within thirty (30) days (or prior to scheduling a pre-con meeting; whichever is sooner) of the signing and approval of the preliminary plat by the District. The Developer shall also pay a nonrefundable state review fee as determined by the Department of Environment & Conservation, if applicable, within thirty (30) days (or prior to scheduling a pre-con meeting; whichever is sooner) of the signing and approval of the preliminary plat by the District. Upon approval of Preliminary Construction Plans by the District, the Developer agrees to automatically pay a water line inspection fee in accordance with the District's most current fee structure within thirty (30) days (or prior to scheduling a pre-con meeting; whichever is sooner) of the District approving the Preliminary Construction Plans. See CUD fee chart for fees associated with review, engineering, and inspection costs.

The Developer agrees to automatically pay a sewer inspection fee (see current CUD fee chart) for all developments that include STEP sewer service.

Consolidated Utility District assesses and/or bills miscellaneous charges/reimbursements to outside parties through a separate billing system. These charges include, but are not limited to tap, engineering, inspection, and state review fees. Developer is responsible to pay the fees assessed by the District. In addition to amounts owed, Developer will be responsible to pay the District a finance charge on the first day of each month for any amount outstanding greater than 30 days past the invoice issue date. The finance charge will be assessed at a rate of one and one-half percent (1 ½%) per month, not to exceed eighteen percent (18%) per annum.

3. The Developer may select the contractor to perform the work in accordance with the plans and specifications subject, however, to the written approval of said contractor by the District, it being understood the District shall in all cases have the right to disapprove a contractor suggested by the Developer. The contractor shall be appropriately licensed and bonded for the work being performed. The Developer is to furnish and install all water mains and appurtenances including service taps and service lines up to and including curb stops, and also furnish to the District a drawing showing location of all service lines.
4. The District will obtain the approval of the Tennessee Department of Environment and Conservation (TDEC), Division of Water Supply, and other regulatory bodies, if any, exercising jurisdiction over said system with respect to the proposed location, size of proposed pipe lines, and appurtenances thereto. Construction shall not begin until such plans are approved by the Division of Water Supply. The Developer agrees to reimburse the District the review fee as charged by the TDEC, Division of Water Supply.
5. Prior to the commencement of performance of any work by the contractor, the District shall first give a written Construction Start Notification letter to the contractor.
6. If in the determination of the District the existing water line distribution system up to or within the above described Property requires expansion, upsizing or upgrading in order to accommodate providing water service to the Property, Developer agrees to expand, upsize, or upgrade the existing water line distribution system according to the District's specifications and plans at the Developer's expense.
7. The District will inspect the installation of the pipe lines and appurtenances in accordance with the development plans and specifications.
8. The Developer will obtain or grant to the District free and unencumbered easements of sufficient size and in a form acceptable to the District within District's sole discretion for the extension of said system to or within the Property wherein the system is to be located.

The subdivision or development plat is to show the District's thirty (30) feet wide easement parallel and adjoining both sides of road rights-of-way. Developer will also grant or obtain such temporary construction easements which District determines in District's reasonable discretion are needed for the construction of water utilities to or within the Property wherein the system is to be located.

9. Meters will be installed by the District upon receipt of its regular tap fee from and upon application by the proposed user.
10. Upon completion of the extension of said system, Developer shall provide to District a cost of the water system installed. All water distribution lines, appurtenances, and meters shall be and shall remain together with the easements relative thereto, the Property of the District.
11. With regard to any paved areas in which valves are to be installed, District requires the asphalt binder to be installed before District will release any building permits to allow construction of homes off the paved areas.
12. Developer is responsible to repair any damage to District's utilities caused by construction in regards to the development of the Property.
13. For a period of one (1) year from the date that District inspects and accepts the water lines and appurtenances to serve the Property ("Warranty Period"), Developer warrants that all water utilities and appurtenances thereto installed in regards to the Property are constructed in accordance with the District's approved plans and specifications within the boundaries of the easements conveyed to the District for water service to the Property and shall be free of defects. In the event the water utilities or appurtenances thereto are not so constructed or free of defects within the Warranty Period, Developer shall be required to promptly repair the same to the satisfaction of the District within District's sole discretion and pay the District for any costs the District incurs as a result of the breach of the warranty.
14. This agreement is further subject to the Rules and Regulations of the District, as now adopted or hereafter amended from time to time, to the extent the same are not in conflict herewith. Said Rules and Regulations are by reference hereto incorporated herein by reference as if set forth herein at length verbatim. In the event the District brings legal action to enforce the terms of this Agreement and in addition to any other remedies to which the District is entitled, District shall be entitled to the costs District incurs in regards to said action, including, but not limited to attorney fees. DEVELOPER AND DISTRICT KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHTS TO A JURY TRIAL in regards to any matters related to this Agreement.

(EXECUTION ON FOLLOWING PAGES)

THE CONSOLIDATED UTILITY  
DISTRICT OF RUTHERFORD COUNTY,  
TENNESSEE:

By: \_\_\_\_\_  
General Manager or  
Authorized Representative

STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged \_\_\_self to be the \_\_\_\_\_ of The Consolidated Utility District of Rutherford County, Tennessee, and \_\_\_\_\_ as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of The Consolidated Utility District of Rutherford County, Tennessee by \_\_\_self as such \_\_\_\_\_.

WITNESS MY HAND and official seal at my office on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

DEVELOPER:

\_\_\_\_\_

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

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

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

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged \_\_\_\_\_ self to be the \_\_\_\_\_ of \_\_\_\_\_, the within Developer, and \_\_\_\_\_ as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of \_\_\_\_\_ by \_\_\_\_\_ self as such \_\_\_\_\_.

WITNESS MY HAND and official seal at my office on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_