

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

**Special Called Board Meeting
June 24, 2021
5:30 P.M.**

AGENDA

- 1. CALL TO ORDER**
- 2. DIRECTOR OF SCHOOLS EVALUATION INSTRUMENT AND STRATEGIC GOALS**
- 3. SPECIAL EDUCATION CONTRACT (TAB 1)**

Contractual Agreement with The Wesley Foundation of Murfreesboro, TN:

The contract for the Lease and Rental Agreement between RCS and the Wesley Foundation is for the rental of a house located at 1607 Elrod Street, adjacent to the Wesley Foundation at MTSU. This house and the Wesley Foundation Student Center will be the central locations from which the Transition Academy program will be based. This agreement includes the use of space at the Wesley Foundation Student Center at no additional charge. The monthly rental cost of the house is \$1,500.00 per month from August 1, 2021 through July 31, 2022.

Recommended Approval---motion to approve the Lease and Rental Agreement of the house located at 1607 Elrod Street from August 1, 2021 through July 31, 2022 at \$1,500.00 per month. This rental, which includes use of the Wesley Foundation, will provide a continuing location at MTSU for the community-based Transition Academy for 18-22-year-olds with cognitive and developmental disabilities. The total cost, not to exceed \$18,000.00 for the 12-month period, will be paid from I.D.E.A. Part B Special Education funds.

- 4. RUTHERFORD COUNTY JOB DESCRIPTION FOR FULL-TIME DIRECTOR OF ATHLETICS (TAB 2)**

The essential functions of this position within the organization is to direct, lead and oversee Rutherford County interscholastic athletic programs for TSSAA and system compliance.

Recommended Approval---motion to approve the job description for the full-time Director of Athletics as presented.

5. OTHER BUSINESS

6. ADJOURNMENT

LEASE AND RENTAL AGREEMENT

Parties

This LEASE AGREEMENT made and entered into this ____ day of _____ 2021 by and between the Wesley Foundation at MTSU (hereinafter referred to as Wesley) and Rutherford County Schools – Transition Academy (hereinafter referred to as RCS).

WITNESSETH

That Wesley hereby leases unto RCS, and RCS leases from Wesley, the following described real property hereinafter sometimes referred to as the Premises.

Premises

**Wesley House II
1607 Elrod Street, Murfreesboro, TN 37130**

Term

That for and in consideration of the deposit and rent herein reserved and of the covenants herein contained, on the part of RCS to be paid, kept and observed and performed, Wesley does hereby demises, lease and rent unto RCS the above described rental unit for the term 12 months, commencing on August 1, 2021 and ending at noon on July 31, 2022 at the monthly rental of \$1,500.00. This rental includes one parking pass in the main Wesley parking lot.

Rent

The first and all succeeding payments are to be made on or before the first day of the month in which they are due. Payments over 5 days late, by the close of regular office hours, shall include a service charge of \$25.00 payable in addition to the regular rent owed. Thereafter, there shall also be a service charge of \$3.00 per day until the rent is received. Late fee will start from the first day of the month and continue until rent is paid in full.

USE

RCS will not do or suffer to be done in or upon said premises any act or thing which shall or become a nuisance or annoyance to the public or to adjoining neighbors. RCS shall not use or permit the use of the premises for any unlawful purposes.

Utilities

All utilities (electric, water & gas) are the responsibility and to be paid by RCS for deposits and all utility charges.

Lease Renewal

Written notice must be given to the Wesley by **March 1, 2022** (during the academic year) of the RCSs desire to renew the lease. Verbal notice will not be acceptable. This agreement can be renewed by mutual consent of the Wesley and RCS. If not renewed by RCS in writing this becomes a month to month rental agreement.

Smoke Detector

It is the responsibility of the owner to furnish a smoke detector. RCS agrees there is one in the unit and that it was checked at the time it was leased. RCS agrees to keep the batteries updated in the smoke detector at his own expense.

Right to Inspect and Show Property

Wesley or their agent shall be permitted to enter the premises at reasonable times to inspect the condition of the property or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof. Wesley (or agent) will make a reasonable effort to contact the RCS prior to entering the premises. However, if the RCS was unable to be reached, or unresponsive, Wesley (or agent) shall be able to enter the property without notice for the purposes described above without trespass.

Assignment

RCS shall not assign this Lease Agreement, or any interest herein, and shall not sublet the said premises, or any part thereof, or any right or privilege RCS thereto, or suffer any other person (the agents, servants, customers of lessee excepted) to occupy or use the said premises, or any portion thereof.

Alterations

The RCS shall not make any alterations or additions to any of the premises without the written consent of the Wesley; and if any such are made, they shall be forfeited to the Wesley upon termination, unless otherwise agreed in writing.

Animals/Pets

Animals/Pets, except for service animals, are not allowed inside or outside of the house,

Binding Effect

The terms of this Lease Agreement shall be binding upon the heirs, representatives, and assigns of the parties hereto, and any pronoun or gender used herein shall apply to the parties as appropriate. The term "Wesley" shall also refer to Wesley's duly authorized agent,

Insurance

All personal property placed in or moved to the premises shall be at the risk of the RCS or owner of said personal property, and Wesley shall not be liable for any damage to or loss of said personal property. **IT IS SUGGESTED THAT RCS CARRIES RENTERS INSURANCE TO COVER THEIR PERSONAL PROPERTY.**

Termination

If said premises are damaged by fire or by elements or by any act of God such as to make the premises untenable, this Lease Agreement shall be considered to be immediately terminated; in such case, Wesley shall prorate the rent and refund or collect the appropriate rent as may be due at the time of such termination.

Attorney's Fees

In the event of the employment by the Wesley of any attorney to collect any rents due or to protect the interest of Wesley in the event of a breach or default by the RCS of any of the terms and conditions of the Lease Agreement, RCS will pay to Wesley the reasonable fees of such attorney, court costs, collection agencies and such fee shall be forthwith due and payable upon demand, and shall constitute additional rent due and payable by the RCS hereunder.

Abandonment of Premises

If, upon the termination of this lease or abandonment of the premises by RCS, RCS abandons or leaves any property in or upon the premises, Wesley shall have the right, without notice to RCS, to store or otherwise dispose of the property at RCS's expense, without being liable in any respect to the RCS as regards to said property in any way.

Default

It is expressly agreed by and between the RCS and Wesley that, in the event the RCS defaults on the payment of the rental monies herein described, or shall make default or breach any covenant herein contained or incorporated herein by reference, and such default or breach shall not be remedied in one week, then Wesley, in addition to and not in limitation of any other rights and remedies available to the Wesley under applicable law, may declare this Lease Agreement and all rights of the RCS hereunder as terminated. Wesley may re-enter and re-take the premises without terminating this Lease Agreement and re-rent the same. RCS shall remain liable for any deficiency in the net rents thereafter received by Wesley for the remainder of the original term or renewal term hereof as the case may be. (In the event the RCS has created or allowed a situation to develop which, in the Wesley's opinion, places the premises in imminent danger of serious damage, then the one week grace period to cure the default shall be reduced to whatever minimum amount of time, in the Wesley's opinion, is necessary to cure the problem, or waived entirely in favor of immediate re-taking of the premises to

insure its protection.) Wesley shall also have the express right to remove any content from the premises and/or remove the RCS, and those claiming under him and their effects, without being guilty of any trespass. The RCS covenants that, in the event this lease is terminated, they will be liable for, and will indemnify and hold harmless Wesley against any loss of rent, damage to said premises, the cost of cleaning, moving and storing any of RCS's personal effects and/or other costs involved in getting premises in condition to re-lease. In this connection, the RCS by this security agreement grants to the Wesley a security interest in and to all the personal property, including but not limited to, the furniture, appliances, personal effects and contents located upon or in said premises as collateral for the rents and fees due, and damage caused to the premises, and any other costs and fees due, any damage caused to the premises, and any other costs and fees involved in preparing the premises for re-lease and in re-leasing the same, all in accord with Tennessee Code Annotated Section 47-9-101-et seq. Co-signer will bear equal financial responsibility for all rents and fees due, and damage caused to the premises, any other costs and fees due, any other costs and fees involved in preparing the premises for re-lease with the borrower.

Maintenance

The RCS accepts the property in the present condition thereof, agrees to keep and maintain the same in as good a condition as at present, sanitary, and free from debris, danger of fire or any nuisance, to commit to no acts of destruction, or other acts tending to injure or deface the property, or which may invalidate the insurance or increase the rates thereon, and at the expiration of the lease will deliver the same without notice to the Wesley in as good a condition as when received; loss by acts of God and ordinary wear are expected.

Lawn Care

The Wesley Foundation will provide lawn care

Non-Waiver

The failure of Wesley to insist on any one or more instances upon a strict performance of any of the covenants or conditions contained in the Lease Agreement, or his failure to exercise any option herein contained, shall not be construed as a waiver for the future of any such covenant or condition or option, but the same shall continue and remain in full force and effect. The receipt by Wesley of rent in whole or part, or any payment due hereunder, with knowledge of the breach of any covenant or condition shall not be deemed a waiver of such breach and no waiver by the Wesley of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Wesley.

Bad Checks

RCS agrees to pay a \$30.00 service charge to Wesley for any check made payable to Wesley that is returned unpaid. This is in addition to late charges for rent which shall not be considered paid until the check is made good. After one bad check has been tendered, the RCS can no longer pay rent by personal check. All future payments must be made by money order or cashier's check.

Lock Out Fee & Lost Keys

In the event RCS requires a key from Wesley due to not having access to his/her own issued keys, there will be a \$5.00 fee, plus an additional \$10.00 if Wesley is required to personally deliver key. There will be a \$15.00 charge for lost keys.

Condemnation

If the leased premises are condemned for public use, or if such a portion is condemned so as to prevent RCS from using the leased premises in substantially the same manner as heretofore used, this lease will terminate on the day prior to the vesting of title in the condemning authority. If a portion of the leased premises is taken or condemned, and if such taking does not prevent RCS from using the leased premises in substantially the same manner as heretofore used, then this lease shall terminate as to the portion of the leased premises taken on the day prior to the vesting of title in the condemning authority, but shall continue in effect as to the portion of the leased premises not taken. After the date RCS surrenders possession of the portion taken, the rent payable hereunder will be reduced in proportion to the decrease in the fair rental value of the leased premises.

Headings

The heading of each section contained herein are used for quick reference purpose only and shall not be used to determine the obligation set out in each section.

Lease Rules

THE RENTAL RATE STATED IN THE LEASE IS BASED ON THE ASSUMPTION THAT RCS WILL BE RESPONSIBLE FOR THE FOLLOWING REQUIREMENTS WHERE APPLICABLE.

1. Damaged windows, doors and screens shall be RCS's financial responsibility.
2. Do not use "stick-ups" or adhesive tapes to put pictures, posters, small nails and tacks, etc. on the walls. Use only approved wall hangers.
3. Bugs: We will deliver to a RCS a unit free of bugs. If RCS finds any active infestation during the first week of occupancy, we will re-treat. Afterwards, it is RCS's responsibility to keep the house bugs free. Do not use powdered poisons.
4. Wesley reserves the right to monthly inspections of premises.

5. There is to be a **NO SMOKING** rule in the house and grounds, in order that respect for the non-smoking will be maintained by anyone on the premises.
6. RCS is responsible for stopped up drains and toilets because the reason for the stoppage is nearly always RCS caused. If the problem turns out to be obviously non-RCS caused, such as tree roots clogging the sewer line, then Wesley will assume responsibility.
7. RCS is not to paint or change any colors without written permission from Wesley.
8. Filters: RCS must provide and regularly replace filters on air conditioning and/or central heat and air units. Filters should be cleaned or replaced once a month. Neglecting this could cause damage to the unit, unnecessary repair costs and also inconvenience to RCS. A clean filter will also save RCS fuel costs by keeping the unit working under optimum efficiency.
9. **Parking:** Do not park large trucks or vehicles in the yard overnight. Do not leave "Junker's" on the premises (vehicles that are inoperable for over one month). Parking is only for RCS's vehicles and staff vehicles.
10. All payments must be by good check or money order.... **NO CASH.** Cash payments increase our risk of theft, bookkeeping mistakes, insurance and/or bonding of employees, and irreplaceable loss.
11. RCS guest or other person under the RCS's control **SHALL NOT ENGAGE IN CRIMINAL ACTIVITY, INCLUDING DRUG-RELATED CRIMINAL ACTIVITY**, on or near the dwelling unit, "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
12. RCS or guest or other person under the RCS's control **SHALL NOT ENGAGE IN ANY ACT INTENDED TO FACILITATE CRIMINAL ACTIVITY**, including drug related criminal activity, on or near the dwelling unit. RCS or guests **WILL NOT PERMIT THE DWELLING UNIT TO BE USED FOR OR TO FACILITATE CRIMINAL ACTIVITY**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
13. **RCS WILL NOT ENGAGE IN THE MANUFACTURE, SALE OR DISTRIBUTION OF ILLEGAL DRUGS AT ANY LOCATION**, whether on or near the dwelling unit or otherwise.
14. RCS, or guest or other person under the RCS's control **SHALL NOT ENGAGE IN THE ACTS OF VIOLENCE OR THREATS OF VIOLENCE**, including, but not limited to, the unlawful discharge of firearms, on or near the dwelling unit.
15. **VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE a MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

Abandonment

RCS must notify Wesley of any anticipated extended absence from the premises in excess of seven (7) days. Notice shall be given on or before the first day of any extended absence. When away from the premises during the winter months RCSs are to leave sufficient heat on to prevent plumbing system from freezing. RCS's unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. Wesley is then expressly authorized to enter, remove and store all personal items belonging to RCS and others (at RCS's expense). If RCS does not claim said personal items within an additional thirty (30) days, Wesley may sell or dispose of said personal items and apply the proceeds of said sale to the unpaid rent, damage storage fees, sale costs, court costs, advertisements and attorney fees. Any balances are to be held by Wesley for the RCS for a period of six (6) months subsequent to the sale date and thereafter forfeited to the Wesley. Wesley reserves the right at any time to make additional rules and to make such changes to the rules and regulations as needed.

Acknowledgment

RCS HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, THE RENTAL APPLICATION AND THE RULES AND REGULATIONS. RCS UNDERSTANDS AND AFFIRMS THAT THE RCS WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT. RCS SHALL SAVE THE AGENT HARMLESS FROM ALL SUITS AND DAMAGES IN CONNECTION WITH THE BUILDING REGARDING PERSONAL SECURITY.

Use of Wesley Foundation Building

Wesley agrees to the use of the Wesley Foundation building at 216 College Heights Street by RCS for programming. The scheduling of all programming and activities will be coordinated with the Wesley staff.

Handicap Ramp

A handicap ramp may be constructed by Rutherford County Schools to the entrance of the house provided the ramp does not involve structural changes to the house. The design of the ramp will be approved by Wesley. Wesley does not offer any assurance that the house meets all requirements to be handicapped accessible. The ramp will be removed by RCS when RCS vacates the premises.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day and year first above written.

WESLEY

RUTHERFORD COUNTY SCHOOLS

Wesley Foundation Executive Director

Title

Print Name

Print Name

Signature

Signature

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Rutherford County Athletics Director

Term of Employment: Length of contract is 260 Days

Immediate Supervisor: Assistant Superintendent of Curriculum and Instruction

POSITION DESCRIPTION:

Athletics Director - The essential functions of the position within the organization is to direct, lead and oversee Rutherford County interscholastic athletic programs for TSSAA and system compliance.

ESSENTIAL DUTIES:

- Develop a district-wide athletics handbook to be updated annually.
- Provide training and guidance to principals and coaches for TSSAA/TMSAA compliance, along with the coaches' code of ethics.
- Monitor potential Title IX issues that may exist throughout the district.
- Coordinate and Organize PD/trainings for coaches for the purpose of keeping abreast of current requirements, legal issues, and care and prevention of athletic injuries.
- Establish a complaint policy for parents to utilize.
- Oversee and manage district level compliance by all schools.
- Assist schools in organizing media days for all Rutherford County athletics programs.
- Review student-athlete eligibility determinations for RCS/TSSAA compliance and communicate with principals and coaches those findings.
- Review student-athletes' physicals for compliance and follow up with any warranted notifications.
- Assist with the development of intra-county athletics teams scheduling for all applicable grade levels.
- Assist in the development of salary supplement recommendations to be carried to the RCS Board for approval and funding.
- Develop, design and review system policies, procedures, practices and information bulletins.

- Attend various sporting events throughout the district.

- Promote Rutherford County Athletics through local media outlets.
- Assist schools with making sure student-athletes who choose to participate in college athletics meet the NCAA requirements for eligibility.
- Work with principals and the Director of Schools to address player and coach ejections from an athletic contest.
- Attend all mandatory TSSAA/TMSAA meetings.
- Evaluate sports facilities for needs and recommend appropriate methods for improvement to the Assistant Superintendent of Engineering and Construction.
- Monitor new and proposed legislation having potential impact on assigned sports programs and communicate findings to system personnel.
- Assist the Instructional Department in determining compliance for credit courses in physical education wellness.
- Respond to telephone calls, emails and mail communication from teachers, parents, administrators and others.
- Investigate allegations related to recruitment, illegal practices, out of zone attendance or other violations of TSSAA and RCS policy, and report findings to the Director of Schools.
- Oversee compliance of non-faculty volunteer coach procedures and recommendations for RCS Board approval.
- Create and maintain a list of all coaches with pertinent contact information, and a list of practice and game/match schedules.
- Communicate with head coaches on a regular basis, to include local, state, and national safety regulations.
- Make checks for proper equipment and facilities and recommend needs for improvements.
- Verify compliance with required coaching trainings. Assist as necessary with entries into Dragonfly.
- Insure proper concussion protocol is followed.
- Research, coordinate and present safety information to coaches.
- Identify and relay availability of coaching clinics, on-line safety courses, and other resources available that promote athletic safety.
- Regularly contribute to updates on RCS Athletics website. Contributes to the RCS Athletic Directors monthly newsletters, highlighting positive actions observed, and negative actions (coach/school not named) to be used as teaching points.
- Perform related duties as assigned.

QUALIFICATIONS:

- Minimum requirement of a bachelor's degree with an educational certification.

- Minimum of 5 years of coaching experience and athletic administrative experience.

EVALUATION:

To be conducted by the Assistant Superintendent of Curriculum and Instruction.