

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

**June 16, 2022
5:00 P.M.**

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOMENT OF SILENCE**
- 4. APPROVAL OF AGENDA**

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

5. APPROVAL OF CONSENT AGENDA (TAB 1)

**A. Minutes: April 25,2022 Policy Committee Meeting
May 24, 2022 Joint Health & Education, Budget, School Board Meeting
May 26, 2022 Board Meeting
May 27, 2022 Special Called Board Meeting
June 1, 2022 Policy Committee Meeting**

B. Community Use of Facilities

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

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

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

For your information:

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

Request to Purchase:

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

To be funded through LaVergne High School.

Request to Purchase:

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

Nearpod - \$198,281.72

Padlet - \$8,800.00

Imagine Learning (Edgenuity) - \$145,500.00

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

MobyMax - \$33,988.00

PlayPosit - \$37,000.00

BrainPOP K-8 - \$50,418.00

Follett Destiny Library Management System - \$83,640.55

Zoom Video Conferencing - \$51,249.00

All to be funded through General Purpose Funding.

E. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Debra Burton	NTE \$4,000.00	Blackman High School	BHS Band Boosters	Drill Writer
Thomas Chestnut	NTE \$500.00	Blackman High School	BHS Band Boosters	Band Camp Staff
David England	NTE \$8,000.00	Blackman High School	BHS Band Boosters	Band Camp Staff + Percussion Instruction
John Mears	NTE \$6,000.00	Blackman High School	BHS Band Boosters	Music Arranging
Allison Kenne	NTE \$1,800.00	Blackman Middle School	School Funds-Basketball Cheerleading	Assistant Basketball Cheer Coach
John Pierce	NTE \$5,000.00	Blackman Middle School	School Funds-Football, Baseball, Softball, Soccer, +Gen Athletics	Mowing, weed eating, fertilizing, trash pickup, and other field maintenance
Jennifer Polston	NTE \$1,800.00	Blackman Middle School	School Funds-Football Cheerleading	Assistant Football Cheerleading Coach
Sedonia Thompson	NTE \$1,800.00	Blackman Middle School	School Funds-Girls Basketball	Assistant Girls Basketball Coach
Ray Bennett *6	NTE \$5,000.00	Central Magnet	Various School Accounts	Bus Driver
Jason Patterson *6	NTE \$5,000.00	Central Magnet	Various School Accounts	Bus Driver
Jeremy Stansbury *6	NTE \$5,000.00	Central Magnet	Various School Accounts	Bus Driver
Jay Windham *6	NTE \$5,000.00	Central Magnet	Various School Accounts	Bus Driver
Doug Worsley *6	NTE \$5,000.00	Central Magnet	Various School Accounts	Bus Driver
Phillip Kigaita *3	NTE \$400.00	Eagleville	School Funds-Band	Band Camp
Andrew Chunn	NTE \$7,500.00	Oakland High	School Funds + Oakland HS Band Boosters	Percussion Instruction
Pamela Mould	NTE \$1,000.00	Oakland Middle	School Funds-Theater	Backstage Director
Francis Spintzyk	NTE \$2,000.00	Oakland Middle	School Funds-Theater	Theater Director
Francis Spintzyk	\$23.50/hour	Oakland Middle	Outside Groups	Facilities Use 2022-2023
Matthew Crossley	NTE \$1,200.00	Riverdale	School Funds-Band	Band Camp Instruction, Marching + Music Arrangement

Amanda Jones	NTE \$8,500.00	Riverdale	School Funds-Band	Band Camp Instruction, Marching Season Instruction, Choreography + Flag Design
Emily Swafford	NTE \$700.00	Riverdale	School Funds-Band	Band Camp Marching + Music Instruction
Seth White	NTE \$1,300.00	Riverdale	School Funds-Boys Soccer	Summer Lifting – 2021
Christopher Lowry	NTE \$5,000.00	Rockvale High	School Funds-Band	Marching Band Drill + Percussion Music
Joshua Carroll	NTE \$500.00	Siegel High	School Funds-Cross Country	Summer Camp
Shawn Middleton	NTE \$3,500.00	Siegel High	School Funds-Softball	Field Maintenance, weed eating, grass mowing, and lining field
Cora Proctor	NTE \$500.00	Siegel High	School Funds-Cross Country	Summer Camp
Corey Stockwell	NTE \$700.00	Siegel High	School Funds-Track + Field	Concessions Management
Dean Kevin Wright *1	NTE \$410.00	Siegel High	School Funds-Softball	Softball Announcer
Mark Williams	NTE \$750.00	Smyrna High	School Funds-Softball	Summer Field Maintenance
Cher Carlisle	NTE \$900.00	Smyrna High	Use of Facilities-Carpe Artista	Building Supervisor for Arts Academy Camp
Erica Coronado *5	NTE \$300.00	Smyrna High	Use of Facilities-Carpe Artista	Building Supervisor for Arts Academy Camp
Justin Morton	NTE \$2,000.00	Smyrna Middle	General Purpose School Funds	Field Maintenance
Debra Burton	NTE \$5,000.00	Stewarts Creek High	School Funds-Band + SCH Music Boosters	Band Camp – (Marching) + Winter (Concert)
Michael Chester	NTE \$5,000.00	Stewarts Creek High	School Funds-Band + SCH Music Boosters	Band Camp – (Marching) + Winter (Concert)
William Coleman Jr	NTE \$1,000.00	Stewarts Creek High	School Funds-Football	Field Maintenance
Seth Gregory	NTE \$2,000.00	Stewarts Creek High	School Funds-Choir	Choral Clinician
Brittany Jerrell	NTE \$5,000.00	Stewarts Creek High	School Funds-Band + SCH Music Boosters	Band Camp – (Marching) + Winter (Concert)
Andrew Lynn	NTE \$5,000.00	Stewarts Creek High	School Funds-Band + SCH Music Boosters	Band Camp – (Marching) + Winter (Concert)

Nicolette Lyons	NTE \$5,000.00	Stewarts Creek High	School Funds-Band + SCH Music Boosters	Band Camp – (Marching) + Winter (Concert)
Allison Mader	NTE \$8,000.00	Stewarts Creek High	School Funds-Band + SCH Music Boosters	Color Guard Instruction
Nicholas Mullins	NTE \$2,000.00	Stewarts Creek High	School Funds-Choir	Choral Clinician
Lorna Pyka	NTE \$2,000.00	Stewarts Creek High	School Funds-Choir	Choral Clinician
Vic Birkey	NTE \$500.00	Stewarts Creek Middle	School Funds-Softball	Assistant Softball Coach
Any Brawley	NTE \$500.00	Stewarts Creek Middle	School Funds-Softball	Assistant Softball Coach
Makenzie Prince	NTE \$500.00	Stewarts Creek Middle	School Funds-Softball	Assistant Softball Coach
Tyler Bouttavong	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Robert Chandler	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Julie Davila	NTE \$500.00	Blackman High	BHS Band Boosters	Percussion Instruction
Keith Dudek	NTE \$500.00	Blackman High	BHS Band Boosters	Percussion Instruction
William Elliott	NTE \$4,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Private Lessons
Michael George	NTE \$8,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Private Lessons
Tim Hale *3	NTE \$250.00	Blackman High	BHS Band Boosters	Percussion Instruction
Gregory Lawson	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Tonya Lawson	NTE \$4,000.00	Blackman High	BHS Band Boosters	Private Lessons
Rebecca Murphy	NTE \$2,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Private Lessons
Jovan Quallo	NTE \$6,000.00	Blackman High	BHS Band Boosters	Private Lessons
Kelsey Rogers	NTE \$5,000.00	Blackman High	BHS Band Boosters	Color Guard Instruction
Holly Smith	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Wilson Sharpe	NTE \$2,000.00	Blackman High	BHS Band Boosters	Private Lessons
James Simmons	NTE \$500.00	Blackman High	BHS Band Boosters	Jazz Instruction
Igor Zhislin *4	NTE \$1,250.00	Central Magnet	School Funds-Chess	Chess Instructor (Total approved will now be \$10,250)

Alayna Hurst	NTE \$1,200.00	Eagleville	School Funds-Band	Assistant Color Guard Coach
Rosa Palacios	NTE \$1,800.00	Eagleville	School Funds-Band	Visual design, choreographing, and training students
Gretchen Thompson	NTE \$1,800.00	Eagleville	School Funds-Volleyball	Assistant Volleyball Coach for the 2021/2022 season
Jackson Ayers	NTE \$3,000.00	Oakland High	School Funds-Band + OHS Band Boosters	Percussion Staff
Jack Bounds	NTE \$3,000.00	Oakland High	School Funds-Band + OHS Band Boosters	Percussion Staff
Jacob Breed	NTE \$3,000.00	Oakland High	School Funds-Band + OHS Band Boosters	Color Guard Staff
Charlotte Daugherty	NTE \$5,000.00	Oakland High	School Funds-Band + OHS Band Boosters	Percussion Staff
Michael George	\$25/lesson	Oakland High	OHS Band Boosters	Private Lessons
Tim Hale	\$25/lesson	Oakland High	OHS Band Boosters	Private Percussion Lessons
Melissa Mears	\$60/lesson	Oakland High	School Funds-Choir	Voice Lessons
Daniel Percell	NTE \$5,000.00	Oakland High	School Funds-Band + OHS Band Boosters	Color Guard Instructor
Tonya Lawson	\$30/lesson	Oakland High	School Funds-Band	Private Lessons
Jared Quilloso	NTE \$2,500.00	Oakland High	School Funds-Band	Staff – Front Ensemble Instructor
Michael George	\$25/lesson	Oakland Middle	School Funds-Band	Private Lessons
Tim Hale	\$25/lesson	Oakland Middle	School Funds-Band	Private Lessons
Tonya Lawson	\$30/lesson	Oakland Middle	School Funds-Band	Private Lessons
Wilson Sharpe	\$20/lesson	Oakland Middle	School Funds-Band	Private Lessons
Karl Wingruber	\$90/month	Oakland Middle	School Funds-Band	Private Lessons
Benjamin Bjork	NTE \$600.00	Riverdale	RHS Band Boosters	Band Camp Instruction
Benjamin Bjork	\$25/lesson	Riverdale	School Funds-Band	Woodwind Lessons
Michael George	NTE \$600.00	Riverdale	RHS Band Boosters	Band Camp Instruction

Michael George	\$25/lesson	Riverdale	School Funds-Band	Brass lessons
Tim Hale	\$25/lesson	Riverdale	School Funds - Band	Percussion Lessons
Nathaniel O'Neal	NTE \$2,000.00	Riverdale	RHS Band Boosters	Band Camp + Marching Season Staff
Karl Wingruber	NTE \$1,200.00	Riverdale	RHS Band Boosters	Jazz Band Rehearsals + Arrangements
Karl Wingruber	\$20/lesson	Riverdale	School Funds-Band	Woodwind Lessons
Jessica Dunnivant	NTE \$5,000.00	Rock Springs Middle	School Funds-Band	Private/Group Flute Instruction
Keith Dudek	NTE \$5,000.00	Rock Springs Middle	School Funds-Band	Musical Instrument clinics/Private Lessons
Michael George	\$25/lesson	Rock Springs Middle	School Funds-Band	Private Lessons + Small Groups
Tonya Lawson	\$30/lesson	Rock Springs Middle	School Funds-Band	Private Lessons
Tim Hale	Up to \$50/service	Rockvale High	School Funds-Band	Private Lessons/Band Camp
Sheridan Hitchcock	Up to \$50/service	Rockvale High	School Funds-Band	Jazz/Saxophone lessons + sectionals
Emily Laboda	Up to \$50/service	Rockvale High	School Funds-Band	Saxophone Lessons/Band Camp
Rebecca Lowry	Up to \$50/service	Rockvale High	School Funds-Band	Brass Lessons
Rebecca Murphy	Up to \$50/service	Rockvale High	School Funds-Band	Flute Lessons/Band Camp
Jennifer Zimmerer	Up to \$50/service	Rockvale High	School Funds-Band	Clarinet Lessons/Band Camp
Tim Hale	\$25/lesson	Rockvale Middle	School Funds-Band	Private Percussion Lessons
Rebecca Murphy	\$20/lesson	Rockvale Middle	School Funds-Band	Private Flute Lessons
Jennifer Zimmerer	\$20/lesson	Rockvale Middle	School Funds-Band	Clarinet Lessons
Katherine Aydelott	\$25/lesson	Rocky Fork Middle	School Funds-Band	Private Bassoon Lessons
Jessica Dunnivant	\$25/lesson	Rocky Fork Middle	School Funds-Band	Private/Group Flute Lessons
Jennifer Zimmerer	\$25/lesson	Rocky Fork Middle	School Funds-Band	Private Lessons
Mary Braschler	NTE \$5,000.00	Siegel High	School Funds-Choir	Piano Accompaniment

Darryl Deason	NTE \$2,500.00	Siegel High	School Funds-Choir	Stage Direction (Musical)
Brittany Griffen	NTE \$7,500.00	Siegel High	School Funds-Choir	Choreography = Fall + Spring Shows
Abigail Lane	NTE \$5,000.00	Siegel High	Siegel HS Band Boosters	Clarinet Band Camp Tech
Kasey McCormick-Melberg	\$4,000/monthly	Siegel High	School Funds-Choir-Voice Lessons	Private Voice Instruction
Donna Shearron	\$3,000/monthly	Siegel High	School Funds-Choir-Voice Lessons	Private Voice Instruction
Jennifer Zimmerer	\$30/hour	Siegel High	Siegel HS Band Boosters	Private Lessons
Elizabeth Bullen	\$8,000.00	Stewarts Creek High	School Funds-Band + SCH Music Boosters	Color Guard Instruction
Thomas Curtis	NTE \$2,500.00	Stewarts Creek High	School Funds-Football	Field Maintenance
Keith Dudek	NTE \$8,000.00	Stewarts Creek High	School Funds-Band + SCH Music Boosters	Percussion Instruction
Benjamin Easley	NTE \$8,000.00	Stewarts Creek High	School Funds-Band + SCH Music Boosters	Marching Band Music Arrangements (Score and Parts)
Stephanie Jones	\$30/full class, \$20/half class	Stewarts Creek High	School Funds-Choir	Voice Coach
Kristine Smith	\$30/full class, \$20/half class	Stewarts Creek High	School Funds-Choir	Voice Coach
Keith Dudek	\$25/lesson	Stewarts Creek Middle	SCM Music Boosters	Percussion Lessons
Jessica Dunnivant	\$25/lesson	Stewarts Creek Middle	SCM Music Boosters	Individual Flute Lessons
Stephen Morgan	\$25/lesson	Stewarts Creek Middle	SCM Music Boosters	Private Trumpet Lessons
Jovan Quallo	\$25/lesson	Stewarts Creek Middle	SCM Music Boosters	Individual Saxophone Lessons
Garen Webb	\$25/lesson	Stewarts Creek Middle	SCM Music Boosters	Individual Low Brass Lessons
Jennifer Zimmerer	\$25/lesson	Stewarts Creek Middle	SCM Music Boosters	Individual Clarinet Lessons

Wilson Sharpe	\$20/lesson	Thurman Francis	School Funds-Band	Lessons
Kin Bly *2	Hourly	Barfield	Use of Facilities-Church of God Assembly	Building Supervisor/Custodian for church services
Delana Easley *2	Hourly	Stewarts Creek High	School Funds-Choir	Choral Clinician
Carlos Webb *2	Hourly	Smyrna High	Use of Facilities-Carpe Artista	Custodian for Arts Academy Camp

****Unless listed as an hourly rate**

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

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>
Jackson Ayers	Oakland High School	Band
Benjamin Bjork	Riverdale High School	Band
Jack Bounds	Oakland High School	Band
Charlotte Daugherty	Oakland High School	Band
Darryl Deason	Siegel High School	Choir
Keith Dudek	Rock Springs Middle School	Band
Keith Dudek	Stewarts Creek Middle School	Band
Jessica Dunnivant	Rock Springs Middle School	Band
Jessica Dunnivant	Stewarts Creek Middle School	Band
Michael George	Oakland High School	Band
Michael George	Oakland Middle School	Band
Michael George	Riverdale High School	Band
Michael George	Rock Springs Middle School	Band
Brittany Griffin	Siegel High School	Choir
Tim Hale	Oakland High School	Band
Tim Hale	Oakland Middle School	Band
Tim Hale	Riverdale High School	Band
Tim Hale	Rockvale High School	Band
Tim Hale	Rockvale Middle School	Band

Sheridan Hitchcock	Rockvale High School	Band
Alayna Hurst	Eagleville School	Band
Abigail Lane	Siegel High School	Band
Tonya Lawson	Oakland High School	Band
Tonya Lawson	Oakland Middle School	Band
Tonya Lawson	Rock Springs Middle School	Band
Emily Loboda	Rockvale High School	Band
Rebecca Lowry	Rockvale High School	Band
Kasey McCormick-Melberg	Siegel High School	Choir
Melissa Meares	Oakland High School	Choir
Stephen Mark Morgan	Stewarts Creek Middle School	Band
Rebecca Murphy	Rockvale High School	Band
Rebecca Murphy	Rockvale Middle School	Band
Nathaniel O'Neal	Riverdale High School	Band
Rosa Palacios	Eagleville School	Band
Daniel Percell	Oakland High School	Band
Jovan Quallo	Stewarts Creek Middle School	Band
Jared Quilloso	Oakland High School	Band
Wilson Sharpe	Oakland Middle School	Band
Wilson Sharpe	Thurman Francis Arts Academy	Band
Donna Shearron	Siegel High School	Choir
Nicholas Sipe	Rockvale High School	Band
Garen Webb	Stewarts Creek Middle School	Band
Karl Wingruber	Oakland Middle School	Band
Karl Wingruber	Riverdale High School	Band
Jennifer Zimmerer	Rockvale High School	Band
Jennifer Zimmerer	Rockvale Middle School	Band
Jennifer Zimmerer	Siegel High School	Band
Jennifer Zimmerer	Stewarts Creek Middle School	Band
Jacob Breed	Oakland High School	Band
Elizabeth Bullen	Stewarts Creek High School	Band
Keith Dudek	Stewarts Creek High School	Band
Troy Steffy	Blackman Middle	Wrestling
Austin Suttles	Blackman Middle	Tennis
Chris Magill	Central Magnet	Cross Country/Track
Jill Speight	Central Magnet	Tennis
Cedric Thompson	Christiana	Football/Boys Basketball/Track
Chip Pinion	Eagleville	MS Girls Basketball
Kenny Smith	Eagleville	Football
Gretchen Thompson	Eagleville	Volleyball
Jordon Williamson	Eagleville	Football/Baseball
Marquez Bailey	LaVergne High	Football
Shacobia Barbee	Riverdale High	Girls Basketball
Trevor Beverly	Riverdale High	Wrestling
Jaylan Hughes	Riverdale High	Wrestling
Adrian Keeley	Riverdale High	Wrestling

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

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

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

<u>Name</u>	<u>School</u>	<u>Sport</u>
Lexi Chadwell	Central Magnet	Softball
Zach Toliver	Smyrna High School	Track
Patrick Gatlin	Rocky Fork	Baseball
Tavarus Holloway	Oakland Middle	Boys Basketball
Tommy Bain	Eagleville	Softball
Bart Cox	Oakland Middle	Archery
Jeff Shipley	Stewarts Creek Middle	Softball
Jonathan Stickler	Siegel High School	Wrestling
Zoey Thompson	Oakland High School	Girls Wrestling
Alex Sharp	Siegel High School	Football

Sarah Parker
 Tyrone Newson
 Derek Fuqua
 William Ford
 Madison Woodruff
 Zachary Newman
 Chase Owens
 Dakota LaBlanc
 Allison Lillis
 Jaden Lasley
 Haneef Sharif
 Madison Vanderhorst
 Abigayle Ochs
 Kyle Mooney
 Lenny Lozano
 Marcus Summers
 Jaqueline Santander
 Billy Smith
 Paul Watson
 Seth Henson
 Eli Wellman
 Jason Veal
 Michael Bivins
 Nicholas Newby
 Brian Eady
 Shelby Mireles
 Jerry Gardner
 Tim Denney
 Chris Erwin
 Demondre Ogletton
 Andrew Reed
 Benjamin Jones
 Joseph Clagg
 Katie Cherry
 Jessica Knepper
 Nicholas Peterson
 Tony Molina
 Thurman Bailey
 Malik Reynolds
 Kevin Gregory

Riverdale
 Blackman High
 Riverdale
 Smyrna Middle
 Riverdale
 Central Magnet
 Central Magnet
 Siegel High School
 Oakland High School
 Siegel Middle
 Rockvale Middle
 Rockvale Middle
 Siegel Middle
 Smyrna High
 Thurman Francis
 Eagleville
 Oakland High
 Oakland Middle
 Central Magnet
 Oakland Middle
 Siegel High
 Rockvale Middle
 Siegel High
 Siegel High
 Eagleville Middle
 Rockvale High
 Eagleville
 Central Magnet
 Rocky Fork Middle
 Oakland Middle
 Thurman Francis
 Central Magnet
 Central Magnet
 Blackman High
 Rockvale High
 Riverdale
 Blackman High
 Riverdale
 Stewarts Creek High
 Blackman High

Boys Soccer
 Softball
 Football/Track
 Baseball
 Softball
 Baseball
 Tennis
 Boys Basketball
 Cheer
 Baseball
 Track
 Softball
 Softball
 Baseball
 Archery
 MS Softball
 Archery
 Archery
 HS Boys Soccer
 Baseball
 Boys Soccer
 Archery
 Boys Soccer
 Boys Soccer
 Baseball
 Softball
 MS Softball
 Softball
 Baseball
 Cheer
 Baseball
 MS Boys Soccer
 MS Boys Soccer
 Softball
 Softball
 Baseball
 Football
 Softball
 Football
 Football

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

6. VISITORS

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

8. HUMAN RESOURCES (TAB 3)

Service Agreement Between Rutherford County Schools and Proximity Learning Inc.

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

Recommended Approval---motion to approve the \$766,798.92 for the Proximity Learning teaching service for 7/1/2022 through 6/30/2023 as presented.

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

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

Recommended Approval---motion to approve the Carl D. Perkins Basic Grant for \$637,971.97 to provide funding for program improvement, equipment, travel, and staff development for our Career & Technical Education teachers as presented.

10. ESL (TAB 4)

1. Professional Development Training Stipends

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

Recommended Approval---motion to approve the Title III funded stipend payments for training days as presented.

2. Purchase of Learning A-Z Licenses

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

Recommended Approval---motion to approve the purchase of licenses from Learning A-Z for the ESL Department as presented.

11. FINE ARTS (TAB 5)

1. Smart Music - Music Learning and Assessment System

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

Recommended Approval---motion to approve the purchase of SmartMusic for instrumental music programs for the 22-23 school year at a cost of \$38,173.55 as presented.

2. QuaverMusic – Elementary Music Curriculum

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

Recommended Approval---motion to approve the purchase of Quaver Music for elementary music programs for the 22-23 school year at a cost of \$42,120.00 as presented.

3. Art of Education – Visual Art Resources

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

Recommended Approval---motion to approve the purchase of Art of Education Curriculum Suite for all Visual Art teachers for the 22-23 school year at a cost of \$54,677.00 as presented.

4. Drama Teacher Academy – Theater Resources

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

Recommended Approval---motion to approve the purchase of Drama Teacher Academy from Theaterfolk Ltd. for teachers of curricular Theater programs for the 22-23 school year at a cost of \$8,436.00 as presented.

5. Crea Movement Dance Resources

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

Recommended Approval---motion to approve the purchase of Crea Movement subscription for teachers of curricular Dance programs for the 22-23 school year at a cost of \$10,800 as presented.

6. Sight Reading Factory - Music Reading Program

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

Recommended Approval---motion to approve the purchase of Sight-Reading Factory for vocal music programs for the 22-23 school year at a cost of \$3,100.00 as presented.

12. FEDERAL PROGRAMS

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

Recommended Approval---motion to approve Title II funds for Curriculum Leads for the 2022-2033 school year as presented.

13. TITLE I (TAB 6)

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

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

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

Recommended Approval---motion to approve the contract between Influence LLC and LaVergne Lake Elementary for professional development on addressing conflict resolution and team building, pending approval of FY2023.01 budget as presented.

b. Imagine Language and Literacy for LaVergne Lake Elementary:

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

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

Recommended Approval---motion to approve the purchase of Imagine Language and Literacy for LaVergne Lake Elementary for use with English Language Learners, pending approval of FY2023.01 budget as presented.

c. iReady Reading for LaVergne Lake Elementary:

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

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

Recommended Approval---motion to approve the purchase of iReady Reading for LaVergne Lake Elementary, pending approval of FY2023 budget as presented.

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

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

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

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

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

Contract Details:

Initial Workshop: August 4, 2022

8 am-3pm

Follow Up Coach with Joe Cuddemi: TBD

7:45 am-2:45pm

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

Title I: \$13,000

Recommended Approval---motion to approve contract between Rutherford County Schools and Solution Tree to pay for Professional Learning Communities at Work for David Youree Teachers as presented.

e. **Responsibility Centered Discipline Training:**

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

Contract Details:

On-Site Trainings:

August 3, 2022

On-site Initial Training for 85 Educators

February 16, 2023

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

Additional Support:

1 One-Hour Phone Call Follow Up with Principal

Total Contract Fees:=\$15,950.00

(fee is all inclusive)

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

f. **Care Solace:**

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

Recommended Approval---motion to approve a contract with Care Solace for the 2022-2023 school year that will not exceed \$200,000.00 paid through ESSER 3.0 funds as presented.

14. CURRICULUM AND INSTRUCTION (TAB 7)

a. **Rutherford County Schools Online Teaching Contract:**

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

Recommended Approval---motion to approve the use of the Rutherford County Schools Online Teaching Contract to use as an agreement between Rutherford County Schools and teachers. General Purpose funds from the Curriculum and Instruction Department will pay 100% of this contract as presented.

b. **DyKnow Cloud for Securly:**

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

Recommended Approval---motion to approve the sole source approved letter for Dyknow Cloud service in the amount of \$79,000.00 with ESSER 3.0 funds as presented.

c. **Agreement with Handwriting Without Tears:**

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

Recommended Approval---motion to approve the addition of Kindergarten and 1st grade *Handwriting Without Tears* curriculum at the cost of \$72,419.25 as presented.

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

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

Recommended Approval---motion to approve the agreement with Better Lessons and Open-Up Resources for LEA professional development for the 2022-2023 school year at the cost of \$85,000.00 as presented.

e. Professional Development with Brian Lawler:

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

Contract Details:

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

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

Brian Lawler Contract Fee: \$7,000

Teacher Pay: \$30,000

Supplies: \$500

Total: \$37,500

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

f. Student Laptop Protection Plan:

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

Recommended Approval---motion to approve the institution of the Rutherford County Schools Laptop Protection Plan as presented.

g. Delta Math:

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

Contract Details:

Delta Math Plus for the 2022-2023 school year

Total Contract: \$14,270

Recommended Approval---motion to approve General Purpose Funds to pay for the program Delta Math, which is an online math program for high school students. The program supplements district resources with added instructional support and practice that helps build procedural skill and fluency. General Purpose Budget will pay 100% of this contract as presented.

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

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

Contract Details:

National Council of Supervisors of Mathematics Conference

Total Amount: 2,000

Recommended Approval---motion to approve General Purpose Funds to pay for the high school math specialist to attend the National Council of Supervisors of Mathematics conference held September 26-28, 2022 in Anaheim, California as presented.

i. Technology Lead Stipend:

The Instruction Department is requesting to provide a \$2000 stipend for the 2022-2023 school year to a certified teacher at each school. This supplement will help support extra duties that are needed due to the increase in instructional technology and hardware support level. The total cost of the technology lead stipend for the 2022-2023 school year is \$100,00.00 to be funded through the General-Purpose funds. The responsibilities of the tech are attached.

Recommended Approval---motion to approve the technology lead stipend for the 2022-2023 school year for \$100,00.00 through General Purpose funds as presented.

j. Schoology:

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

Recommended Approval---motion to approve the purchase of Schoology for \$248,310.00 through General Purpose funds for the 2022-2023 school year as presented.

15. LEGAL (TAB 8)

1. Disciplinary Hearing Appeal

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

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

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

2. Policy Adoption – First and Final Reading

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

Policy 5.1151: Telework During Emergencies

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

Recommended Approval--- motion to approve one of two motions as presented.

- A. Suspend Board Policy 1.600 to specifically waive the two readings requirement for the above policy as presented.**
- B. Adoption of the first and final readings of the above policy as presented.**

3. Policy Adoption – First Reading of Two Readings

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

- a. **Policy 1.104: Memberships**
Strikes language to remove membership from the Southern Region School Boards Association and National School Boards Association and replaces with language that district will be an affiliate member of any national associations of which TSBA is a member.
- b. **Policy 1.105: School Board Legislative Involvement**
Strikes language to remove membership from NSBA.
- c. **Policy 1.204: Board Member Development Opportunities**
Strikes language to remove NSBA and replaces with language that district will be member of other national school boards associations through TSBA.
- d. **Policy 1.407: School District Records**
Updates name and contact information for current staff attorney
- e. **Policy 2.200: Annual Operating Budget**
Adds language to comply with T.C.A. 49-3-316 (a)(2)
- f. **Policy 2.802: Payroll Procedures**
Adds language for exceptions to no advance payments of salary to reflect current district practice.
- g. **Policy 2.805: Purchasing**
Adds clarification to purchasing and bids.
- h. **Policy 3.4031: Car Accidents on School Property (new)**
Adds policy to clarify process when car accidents occur on school property.
- i. **Policy 5.802: Qualifications and Duties of the Director of Schools**
Adds language to state that doctorate degree is preferred.
- j. **Policy 6.202: Homeschool**
Adds clarity for participation of home school students' participation in fine arts programs.
- k. **Policy 6.405: Medicines**
Adds language to allow parent/guardian or the parent's adult designee to deliver a student's medication to the principal.

Recommended Approval--- motion to adopt the above policies on the first of two readings as presented.

16. FINANCIAL MATTERS (TAB 9)

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

Final year end cleanup amendments for Fund 177

Recommended Approval---motion to approve the cleanup capital project amendment as presented in detail as presented.

2. Budget Amendments for FY 21-22 GPS Fund

Final year-end cleanup amendments for Fund 141

Recommended Approval---motion to approve the cleanup amendment as presented in detail as presented.

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

Final year-end cleanup amendments for Fund 143

Recommended Approval---motion to approve the cleanup amendment as presented in detail as presented.

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

5. Motion to Set a 10 Hour Workday for 4th of July Independence Day Holiday Pay Purposes for all Twelve-Month RCS Employees currently on a Four Day Workweek during the Summer Months.

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

Recommended Approval---motion to approve 10 hours of holiday pay for Independence Day for all Twelve-Month RCS employees currently on a Four Day Workweek during the Summer months as presented.

6. Presentation on State of Tennessee 401K and 457B plans by Tennessee Department of the Treasury/Retire Ready staff with comparison to current 403b and 457b VALIC plan offerings.

7. Contract Agreement Between Rutherford County Board of Education and the Tennessee Orthopedic Alliance (TOA), Ascension Saint Thomas Rutherford (AST) and Results Physiotherapy (Results PT)

Tennessee Orthopedic Alliance (TOA) Ascension Saint Thomas Rutherford (AST) and Results Physiotherapy (Results PT) seeks to partner with the Rutherford County Board of Education (RCBOE) to provide physician coverage at all home high school football games and jamborees, and all home playoff games. TOA/AST/Results PT shall pay the RCBOE \$650,000 per year of the contract. In exchange, the TOA/AST/Results PT will receive preferential opportunities for advertisement, including placement in marketing materials, display of signage at games and athletic locker rooms, and three in-game announcements. TOA has also agreed to providing standing physician orders for RCS athletic trainers. The healthcare partners will provide a free annual wellness exam event offering sports physicals to Rutherford County athletes. This contract has a term of three years beginning with fiscal year 2022-2023 with the option to allow an automatic renewal for an additional one-year period. With these funds, RCS plans to add additional athletic trainers to provide enhanced coverage to our high and middle schools and to purchase athletic training and safety equipment.

Recommended Approval---motion to approve the three-year contract with Tennessee Orthopedic Alliance (TOA), Ascension Saint Thomas Rutherford (AST), and Results Physiotherapy (Results PT) as presented.

17. FACILITIES (TAB 10)

1. 5-Year Building Program

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

Recommended Approval---motion to approve the updated 5-year building Program budgets to be carried to Health and Education as presented.

2. Lavergne Middle School Community Garden

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

Recommended Approval---motion to approve from LaVergne Middle School at no cost to the board as presented.

3. Application for Campus Construction Holloway Backyard Greenhouse (For Information Only)

Construction Project Updates:

Rockvale Middle School Addition Construction Update for June 2022

Building Construction

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

Smyrna Middle Annex Renovation Construction Update for June 2022

Building Construction – Phase 1

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

Building Construction – Phase 2

- **Electrical rough-in is on-going.**
- **Demo and abatement to be completed by 6/13/22.**
- **Mechanical, electrical, and plumbing work to continue starting 6/13/22.**
- **Phase 2 is scheduled to be completed in July.**
- **Rockvale Elementary School Addition and Renovation**
- **Rockvale Elementary School Addition and Renovation**
- **Masonry contractor has completed the block and brick portion of the addition and is currently cleaning the brick. The Roofing contractor has completed 50% of the roof and depending on the weather should be completed by the end of the week. The plumbing contractor is completing the rough in of upstairs restrooms. The HVAC contractor is installing duct work on the second floor and is currently installing copper piping for the refrigeration lines. Electricians are currently roughing in the electrical lines and pulling wires to completed circuits downstairs. The window contractor is awaiting the arrival of break metal to begin the window frame construction installation.**
- **Bleacher Replacements**
 - All Complete
- **Playground Renovations**
 - Stewartsboro, Buchanan and Walter Hill are complete
- **Buchanan Sewer Pump and Tight Line Installation**
 - Punchlist Completed June 3rd and final release of retainage has been received.
- **Blackman High School Auditorium Seating Replacement**
 - In Progress
- **Buchanan Elementary School Parking Lot Expansion**
 - Complete
- **Central Magnet Front Lot**
 - In Progress
- **Oakland High**
 - Prepping should start in a couple weeks

Portable and Roofing:

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

18. INSURANCE UPDATE

19. DIRECTORS UPDATE

20. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

21. FEDERAL RELATIONS NETWORK (FRN) UPDATE

22. GENERAL DISCUSSION

23. ADJOURNMENT

RUTHERFORD COUNTY BOARD OF EDUCATION

2240 Southpark Drive
Murfreesboro, TN 37128

Special Called Policy Committee Meeting
April 25, 2022

Board Members Present

Tiffany Johnson, Chairman
Shelia Bratton, Vice Chairman
Claire Maxwell
Coy Young
Jim Estes
Tim Holden
Tammy Sharp

Committee Members Present

Tim Pedigo
Michael Walls
Dr. Kay Martin

Bill C. Spurlock, Director of Schools

Others Present

Monika Ridley
Jeff Reed

The Board Chairman, Mrs. Johnson, called the meeting to order at 5:00 p.m. After reciting the Pledge of Allegiance, Ms. Bratton made a motion to approve the agenda which was seconded by Ms. Sharp. All were in favor. Chairman Johnson then turned the meeting over to Monika Ridley.

The policy committee began with a review of **Policy 2.404: School Support Organizations**. There were no proposed language but discussion was held regarding school support organizations in general. Ms. Sharp had a question regarding who has authority to propose and approve school support organizations at each school. Motion was made to table

the discussion to a future meeting for more information from athletic department, finance department, and principals.

VOTE: All Yes.

The policy committee reviewed **Policy 6.202: Homeschool**. Proposed changes include language to add clarity for participation of homeschool students in fine arts programs. Discussion was held and Ms. Maxwell had a question regarding differences between a club and a class. Ms. Johnson asked if the district had a list of clubs that homeschool students were eligible for.

Motion was made by Ms. Sharp and seconded by Ms. Maxwell to approve the proposed changes to Policy 6.202.

VOTE: All Yes.

The policy committee reviewed **Policy 6.405: Medicines**. The proposed changes would include language to allow parent/guardian or the parent's adult designee to deliver a student's medication to the principal. Ms. Ridley explained that the proposed changes would align with the current administrative procedure, which states that the parent's adult designee can deliver a student's medication to the school. There was discussion of the process required for parents to bring medication to school for students. Mr. Pedigo suggested adding designee that is listed on emergency contact list for the student.

Motion was made by Mr. Spurlock and a second by Ms. Sharp to approve the proposed changes to Policy 6.405.

VOTE: All Yes.

The policy committee discussion moved to recommended policy change to amend **Policy 2.200: Annual Operating Budget**. Revision to Policy 2.200 adds language to comply with T.C.A. 49-3-316(a)(2). Ms. Ridley explained that the budget and finance department requested the change to comply with state law.

Motion was made by Mr. Holden, second by Mr. Young to approve proposed changes to Policy 2.200.

VOTE: All Yes.

The policy committee discussed revisions to Policy **2.805: Purchasing**. The proposed policy adds clarification to purchasing and bids. Discussion was held about bids and purchases.

Motion was made to make the proposed changes by Mr. Young, second by Ms. Sharp.

VOTE: All Yes.

The policy committee discussed revisions to Policy **5.110: Compensation Guides and Contracts**. The proposed adds language that no advance payments of salary shall be made. Discussion was held, and Ms. Ridley explained that this is the current practice of the district but the proposed language needs to be added for clarity. Ms. Bratton had a question regarding advancing teacher salaries. Discussion was held whether the advance was for new certified employees or existing certified employees.

Motion was made to table the discussion to the next meeting.

VOTE: All Yes.

The policy committee discussed revisions to Policy **2.802: Payroll Procedures**. The proposed policy adds language for exceptions to no advance payments of salary with the exception of newly hired personnel. Discussion was held, and Ms. Ridley explained that this is the current practice of the district but the proposed language needs to be added for clarity.

Motion was made to table the discussion to the next meeting.

VOTE: All Yes.

The policy committee discussed revisions to Policy **1.407: School District Records**. The proposed policy updates the name and contact information for current staff attorney.

Motion was made to make the proposed changes by Ms. Maxwell, second by Mr. Spurlock.

VOTE: All Yes.

The policy committee discussed revisions to Policy **6.312: Use of Personal Communication Devices and Electronic Devices**. There was no proposed language but discussion was held regarding cell phones in schools in general, including class disruptions, discipline, and confiscation. Mr. Spurlock suggested forming a committee to get input from administrators, teachers, and parents.

Motion was made to table the discussion to a future meeting.

VOTE: All Yes.

The policy committee discussed revisions to Policy **6.304: Student Discrimination, Harassment, Bullying, Cyber-bullying and Intimidation**. There was no proposed language but discussion was held regarding bullying in general. Discussion regarding differences between bullying and conflict. Mr. Pedigo discussed conflict resolution and character building. The committee expressed a desire to work with the school safety director on some programs.

Motion was made to table the discussion to a future meeting.

VOTE: All Yes.

One new policy was introduced to the Committee for review and adoption. **Policy 3.4031: Car Accidents on School Property.** Adds policy to clarify procedure when car accidents occur on school property. Discussion was held. Ms. Maxwell asked how often accidents occur on school property. Mr. Spurlock and Ms. Ridley stated that accidents do not happen too often.

Motion was made to adopt the new policy with the changes discussed by Mr. Young, second by Ms. Maxwell.

VOTE: All Yes.

There being no further business, the meeting adjourned at approximately 6:45 p.m.

Tiffany Johnson, Chairman

Date

Bill C. Spurlock, Director of Schools

Date

RUTHERFORD COUNTY SCHOOL SYSTEM

Board of Education Meeting

2240 Southpark Drive

Murfreesboro, TN 37128

Joint Health & Education, Budget & School Board Meeting Minutes of May 24, 2022

Board Members Present

Tiffany Johnson, Board Chair

Shelia Bratton, Vice-Chair

Coy Young

Jim Estes

Claire Maxwell

Tammy Sharp

Tim Holden

Bill C. Spurlock, Director of Schools

The Joint Health & Education, Budget and School Board Meeting was held at the Rutherford County Courthouse on May 24, 2022. Chairman Allen called the meeting to order at 5:30 P.M. and welcomed members of the Budget Committee and the Rutherford County School Board.

Director of Schools, Bill Spurlock presented the FY 2021-2022 Fund 141 budget amendment to clean up both revenue and expenditure line items as the end of the fiscal year approaches. On the revenue side, the budget is amended to reflect actual YTD collections of State BEP, IDEA High Cost, and mixed tax. E-Rate revenue is decreased to reflect the successful current year conversion of RCS from the E-Rate BEAR application process to the Service Provider Invoicing (SPI) application process that the vast majority of Tennessee County School Districts have already transitioned to years ago. The newer type of E-Rate application process will no longer require reimbursement for 60%, thus saving the county in administrative work and money. On the expenditure side, the larger items of this clean up amendment reflect the higher cost and demand of school custodian staffing shortage. The amendment has a net increase of both current year revenue and expenditures of \$3,027,341.00 which is less than 1% of the original expenditure budget for this fund and with no use of fund balance.

Commissioner Phillips moved, seconded by Commissioner Gourley, to approve the Fund 141 FY 20-21 budget amendment to clean up revenue and expenditure line items for a net increase of \$3,027,341.00 for both revenue and expenditure budget line items as presented and forward to the Budget Committee.

This motion passed unanimously by a roll call vote.

Director Spurlock presented a budget amendment for FY 2021-2022 Fund 143-Centralized Cafeteria Fund. This amendment budgets for additional cafeteria salary expenses and food costs to support the RCS Summer Learning Camps, as well as to provide a temporary \$3.00 per hour pay increase for hourly school nutrition department employees that work during the month of June 2022, to cover the food service staffing needs for the RCS Summer Learning Camps. The pay incentive recognizes the great need for adequate staffing for school nutrition operations during the month of June 2022 and the fact that our 10-month hourly cafeteria employees do not normally report to work to serve meals in the month of June. The funding for this one-time hourly increase will be provided by additional Federal USDA Seamless Summer Funding. Note: While not included in this current year budget amendment it is requested that the board authorize this temporary \$3.00 per hour pay increase for school nutrition staff working during the month of July 2022 for summer school/summer feeding programs and the budgeted expense will be included in the proposed 2022-2023 School Nutrition Fund Budget.

Commissioner Gourley moved, seconded by Commissioner Key, to approve the FY 2021-22 Fund 143 Centralized Cafeteria fund budget amendment of a \$923,528.00 increase in both current year revenues and expenditures for the additional costs for food service for the RCS Learning Camps and to authorize a temporary \$3.00 per hour pay increase for the month of June 2022 and July 2022 to RCS Learning Camps. Cost for July 2022 temporary pay increase will be included in the proposed 2022-2023.

This motion passed unanimously by a roll call vote.

Mr. Bodary presented the Rutherford County Schools FY 2022-2023 Proposed Budget for information. Director Spurlock presented highlights on the new BEP/TISA formula and the FY 2024 TISA Projections. Mr. Bodary presented the FY 2022-2023 Fund 143 Centralized Cafeteria Fund Budget for information. Fund 143 2022-2023 FY Budget has \$24,710,000.00 in revenue, \$27,362,574.00 in expenditures and uses \$2,652,574.00 of fund balance to fund the cafeterias.

Commissioner Philips moved, seconded by Commissioner Gourley, to approve the Centralized Cafeteria Fund 143 FY 2022-23 Budget as presented and forward to the Budget Committee with a favorable recommendation.

The motion passed unanimously by a roll call vote.

Mr. Bodary presented the Fund 177 Education Capital Projects Fund Budget and requested to shift seven cents from the General-Purpose Funds to Capital Projects. The Educational Capital Projects Fund , Fund 177 FY 2022-23 budget has \$18,473,258.00 in estimated revenues and \$18,473,258.00 in adequate facility tax is adequate to fund the identified priority capital improvements in this proposed budget.

Commissioner Gourley moved, seconded by Commissioner Cook, to approve the Capital Projects Fund, Fund 177, FY 2022-23 Budget as presented and forward to the Budget Committee with a favorable recommendation.

This motion passed unanimously by a roll call vote.

Mr. Bodary presented the FY 2022-2023 Fund 141 General -Purpose School Fund, including highlights of this fund’s budgeted operations, for use and information. This fund is the main operating fund of the Rutherford County School System. This proposed expenditure budget provides funding for a 5% pay increase for all RCS Certified and Classified employees and a 3% increase for RCS bus contractors, as well as the addition of 182 FTE positions needed to provide educational services in the fastest growing LEA in the State of Tennessee.

Commissioner Gourley moved, seconded by Commissioner Key, to approve the FY 2022-23 General Purpose School Fund 141 Expenditure Budget as presented and forward to the Budget Committee with a favorable recommendation.

This motion passed unanimously by a roll call vote.

There being no further business, the meeting adjourned at approximately 7:31 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**

Minutes of May 26, 2022

Board Members Present

Tiffany Johnson, Board Chair

Shelia Bratton, Vice-Chair

Coy Young

Jim Estes

Claire Maxwell

Tammy Sharp

Tim Holden

Bill C. Spurlock, Director of Schools

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by John McDaniel.

3. MOMENT OF SILENCE

A Moment of Silence was observed in honor of the community and families in Texas.

4. APPROVAL OF AGENDA

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

Vote: All yes

Motion passes.

5. APPROVAL OF CONSENT AGENDA

A. Minutes: May 2, 2022 Round Table Parent/School Board Meeting

May 5, 2022 Board Meeting

May 10, 2022 Special Called Board Meeting

May 16, 2022 Special Called Board Meeting

May 19, 2022 Special Called Board Meeting

May 23, 2022 Special Called Selection for Director of Schools Meeting

May 23, 2022 Special Called Budget Meeting

B. Community Use of Facilities

C. Transportation: Bus #39 – Debra Brandon requesting voluntary termination of contract

Bus #224 – Bill Spurling requesting voluntary termination of contract

Bus #240 – Dawn Fritz requesting voluntary termination of contract

D. Purchasing (For Information)

Per TCA 49-6-2007 RCS would like to utilize Dell Computer's Buy Back Program for obsolete computers. RCS will use the funds generated to purchase new computers.

E. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Thomas Capouch	NTE \$1,000.00	Blackman High	School Funds-Track	Assistant Track & Field Coach
Bradley Frasier	NTE \$2,500.00	Blackman High	School Funds-Baseball	Assistant Baseball Coach
Gregory Jones	NTE \$2,000.00	Blackman High	School Funds-Baseball	Assistant Baseball Coach
Kevin Meadows	NTE \$1,500.00	Blackman High	School Funds-Softball	Assistant Softball Coach
Jesse Messick	NTE \$2,000.00	Blackman High	School Funds-Baseball	Assistant Baseball Coach
Thomas Chestnut *1	NTE \$300.00	Blackman Middle	School Funds-Band	All Star Band
Amador Anguiano	NTE \$2,000.00	Central Magnet	School Funds-Baseball	Assistant HS Baseball Coach
Mark Kirksey	NTE \$550.00	Central Magnet	School Funds-Athletics	Game Administrators-Athletics
Allen Nichols	NTE \$500.00	Central Magnet	School Funds-Athletics	Game Administrators-Athletics

Brandon Bassham	NTE \$1,000.00	Eagleville	School Funds-Basketball	Referee/Table Worker
Richard Bolden	NTE \$1,000.00	Eagleville	School Funds-Basketball	Referee/Table Worker
Isaac Haley	NTE \$1,000.00	Eagleville	School Funds-Basketball	Referee/Table Worker
Dee Friese	NTE \$1,000.00	Eagleville	School Funds-Basketball	Referee/Table Worker
Mac Jones	NTE \$1,000.00	Eagleville	School Funds-Basketball	Referee/Table Worker
Chris Lynch	NTE \$1,000.00	Eagleville	School Funds-Basketball	Referee/Table Worker
John McClaran	NTE \$1,000.00	Eagleville	School Funds-Basketball	Referee/Table Worker
Michael McClaran	NTE \$1,000.00	Eagleville	School Funds-Basketball	Referee/Table Worker
Alan Pepper	NTE \$1,000.00	Eagleville	School Funds-Basketball	Referee/Table Worker
Darren Shanks	NTE \$1,000.00	Eagleville	School Funds-Basketball	Referee/Table Worker
Jennifer Snell	NTE \$1,000.00	Eagleville	School Funds-Basketball	Referee/Table Worker
William (Bo) Tollett	NTE \$1,000.00	Eagleville	School Funds-Basketball	Referee/Table Worker
Joseph Wilson	NTE \$1,000.00	Eagleville	School Funds-Basketball	Referee/Table Worker
Macy Tollett	NTE \$1,000.00	Eagleville	School Funds-Basketball	Referee/Table Worker
Alan Pepper	NTE \$600.00	Eagleville	School Funds-Volleyball	Volleyball Camp
Kevin Creasy	NTE \$12,000.00	Oakland High	School Funds-Indoor Facility Account	Summer Weight Room Supervisor, Indoor Coordinator and Field Maintenance
Jason Dobbs	NTE \$2,250.00	Oakland High	School Funds-Indoor Facility Account	Indoor Coordinator
Robin Goodman	NTE \$1,300.00	Oakland High	Oakland HS Baseball Boosters	Tickets
James Hawks	NTE \$3,000.00	Oakland High	Oakland HS Baseball Boosters	Field Maintenance
Perry Lyons	NTE \$3,000.00	Oakland High	Oakland HS Softball Boosters	Assistant Softball Coach
Tabbatha Martin	NTE \$2,000.00	Oakland High	Oakland HS Softball Boosters	Assistant Softball Coach

Andrew McGowan	NTE \$2,000.00	Oakland High	Oakland HS Baseball Boosters	Assistant Baseball Coach
Brandon Nolen	NTE \$3,000.00	Oakland High	Oakland HS Baseball Boosters	Assistant Baseball Coach
Chad Pritchett	NTE \$2,500.00	Oakland High	Oakland HS Baseball Boosters	Assistant Baseball Coach
Brenda Sterling *3	NTE \$400.00	Oakland High	Oakland HS Baseball Boosters	Tickets
Derry Wells	NTE \$500.00	Oakland High	Oakland HS Softball	Announcer for Softball games
Trenton Carrier	NTE \$3,500.00	Riverdale	Riverdale Baseball Boosters	Assistant Baseball Coach + Summer Camp 2022
Shiloh Edging	NTE \$1,500.00	Riverdale	Riverdale Baseball Boosters	Assistant Baseball Coach
Barry Marton	NTE \$1,800.00	Riverdale	School Funds-Football	Mowing practice Field + around stadium
Barry Marton *6	NTE \$2,000.00	Riverdale	School Funds-Various Accounts	Bus Driver
Brittany Rhinehart	NTE \$1,500.00	Riverdale	Riverdale Softball Boosters	Assistant Softball Coach
Brent Whitlock	NTE \$3,500.00	Riverdale	Riverdale Baseball Boosters	Assistant Baseball Coach + Summer Camp 2022
Megan Snyder	NTE \$750.00	Rockvale High	School Funds-Wrestling	Assistant Wrestling Coach
Johnathan White	NTE \$1,000.00	Rockvale High	School Funds-Baseball	Assistant Baseball Coach
Travis Childers	NTE \$1,420.00	Siegel High	School Funds-Baseball	Assistant JV Coach
Tommy Entrekin *6	NTE \$2,360.00	Siegel High	School Funds-Baseball	Assistant Baseball Coach/Bus Driver
Cora Proctor	NTE \$650.00	Siegel High	School Funds-Track & Field	Track Meet Management
Craig Reavis	NTE \$7,000.00	Siegel High	School Funds-Baseball	Camp Director, Open Facilities + Field Maintenance
Tyler Reeder	NTE \$1,890.00	Siegel High	School Funds-Baseball	JV Head Coach
Hillary Cummings	NTE \$1,200.00	Smyrna High	School Funds-Prom	Coordination, decorating + planning the 2022 Prom
Joshuah Powell	NTE \$2,350.00	Smyrna High	School Funds-Baseball	Assistant Baseball Coach

Matt Williams	NTE \$3,000.00	Smyrna High	School Funds-Football	Summer Field Maintenance + Summer Football program work
Teresa Darden *1	NTE \$400.00	Stewarts Creek High	School Funds-Softball	Making T-Shirt blankets for Senior girls
Toney Neal *6	NTE \$2,000.00	Stewarts Creek High	School Funds-DECA/AG	Bus Driver
LaToya Shelton *4	NTE \$1,000.00	Whitworth Buchanan	School Funds-Various Athletic Teams & Groups	Artwork on shirts (amount approved is now \$1,600)
Tyrone Newsome	NTE \$1,500.00	Blackman High	School Funds-Softball	Assistant Softball Coach
Jeremy Selvidge	NTE \$1,200.00	Blackman High	School Funds-Track + Field	Assistant Track + Field Coach
Bobby Griggs	NTE \$2,000.00	Central Magnet	School Funds – HS Baseball	Assistant Baseball Coach
Chris Magill	NTE \$1,000.00	Central Magnet	School Funds- HS Track	Assistant HS Track Coach
Amy Ouellette	NTE \$1,000.00	Central Magnet	School Funds – HS Track	Assistant HS Track Coach
TJ Allen	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Austin Bailey	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Greg Barker	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Keydon Bassham	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Kolt Bassham	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Phillip Bennett	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Maddox Bouldin	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Brady Burns	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Cadance Chapman	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Shane Chapman	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Anna Grace Clement	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Ethan Cobb	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Jordan Davenport	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Rhett Deaton	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker

David Deaton	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Brandon Dickerson	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Christian Edmondson	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Hayden Edmondson	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Mike Edmondson	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Sara Edmondson	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Zoe Ellis	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Jessica Ezell	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Andy Ezzelle	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Isaac Gazaway	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
CJ Goers	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Trevor Griffin	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Steve Grocock	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Tucker Hicks	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Ty Heoft	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Brian Hurst	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Bryson Kelley	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Chuck Kirksey	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Alex Klarer	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Cason Lamb	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Robert Leathers	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Jensen Linton	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Greg Logan	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Niketha Love	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Mark Lovinski	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker

Mary Lynch	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Eliza McClaran	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Ryley McClaran	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Tim McGehee	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Hayden McMahon	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Shelby Mooneyham	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Chris Moore	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Luke Parish	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Cody Pepper	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Jeremiah Phillips	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Robby Reasonover	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Jordan Reed	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Dawson Reed	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Scott Reed	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Jacob Rich	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Alan Rivers	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Tyler Rumley	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Isabella Sawyer	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Bobby Smith	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Bobby Snell	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Karah Snell	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Kevin Snell	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Zach Stevens	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Meah Thompson	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Randy Toombs	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker

Stephen Turnham	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Kylie Vaughn	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Brett Whaley	NTE \$1,000.00	Eagleville	School Funds - Basketball	Referee/Table Worker
Courtney Joyner	NTE \$600.00	Eagleville	School Funds - Volleyball	Volleyball Camp
Katelyn Roberts	NTE \$600.00	Eagleville	School Funds - Volleyball	Volleyball Camp
Madison Roberts	NTE \$600.00	Eagleville	School Funds - Volleyball	Volleyball Camp
Hannah Hailey	NTE \$600.00	Eagleville	School Funds - Volleyball	Volleyball Camp
Makayla Garber	NTE \$600.00	Eagleville	School Funds - Volleyball	Volleyball Camp
Zoe Ellis	NTE \$600.00	Eagleville	School Funds - Volleyball	Volleyball Camp
Susan Tribble	NTE \$600.00	Eagleville	School Funds - Volleyball	Volleyball Camp
Jack Bounds	NTE \$1,000.00	Oakland High	Oakland Band Boosters	Teaching musical and visual skillsets for competition
Karl Markos	NTE \$1,200.00	Oakland High	Oakland Baseball Boosters	Announcer for Baseball
Allyson Lillis	NTE \$6,000.00	Riverdale	Oakland HS Cheer Boosters	Cheerleading Coach
Derek Fuqua *4	NTE \$900.00	Riverdale	School Funds – Track	Field Event Coordinator + Zone judge (Total approved is now \$2,400)
Jazmyn Shanklin	NTE \$1,800.00	Riverdale	School Funds – Dance Team	Assistant Dance Coach + Lead Choreographer
Shelby Mireles	NTE \$1,000.00	Rockvale High	School Funds – Softball	Assistant Softball Coach
Haneef Sharif	NTE \$1,000.00	Rockvale Middle	School Funds – Track	Assistant Track Coach
Mary Braschler	NTE \$1,200.00	Siegel High	School funds – Choir	Piano accompanist
Conner Boyd	NTE \$2,000.00	Smyrna High	School Funds – Baseball	Assistant Baseball Coach
Kyle Mooney	NTE \$2,000.00	Smyrna High	School Funds – Baseball	Assistant Baseball Coach
Letwan Gipson	NTE \$2,500.00	Stewarts Creek High	School Funds – Boys Soccer	Assistant Boys Soccer Coach
Dennis Page *2	Hourly	Rockvale Middle	School Funds Clubs/Athletics + Outside groups	Additional custodial work for the 2021/2022 school year

****Unless listed as an hourly rate**

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

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>
Katherine Aydelott	Rocky Fork Middle School	Band
Tyler Bouttavong	Blackman High School	Band
Robert Chandler	Blackman High School	Band
Julie Davila	Blackman High School	Band
Keith Dudek	Blackman High School	Band
Jessica Dunnivant	Rocky Fork Middle School	Band
William Elliott	Blackman High School	Band
Michael George	Blackman High School	Band
Tim Hale	Blackman High School	Band
Stephanie Jones	Stewarts Creek High School	Choir
Gregory Lawson	Blackman High School	Band
Tonya Lawson	Blackman High School	Band
Rebecca Murphy	Blackman High School	Band
Jovan Quallo	Blackman High School	Band
Kyle Ramsey	Siegel High School	Band
Kelsey Rogers	Blackman High School	Band
Wilson Sharpe	Blackman High School	Band
James Simmons	Blackman High School	Band
Holly Smith	Blackman High School	Band
Kristine Smith	Stewarts Creek High School	Choir
Amanda Vogel	Siegel High School	Band
Jennifer Zimmerer	Rocky Fork Middle School	Band
Chris Erwin	Rocky Fork	Baseball
Abby Rubel	Rocky Fork	Softball
Patrick Gatlin	Rocky Fork	Baseball
Kim Smith	Rockvale Middle School	Cheer
Tracy Nelson	Rockvale Middle School	Baseball
Jason Morrison	Rockvale Middle School	Girls Soccer
Chasity Cook	Blackman Middle School	Girls Basketball
Kevin Gregory	Blackman Middle School	Football

Amanda Hunt	Blackman Middle School	Swimming
Tony Molina	Blackman Middle School	Football
Shannon Matthews	Smyrna Middle School	Boys Basketball
Rod Sims	Rocky Fork	Boys Basketball
Harry McAnally	Rocky Fork Middle School	Football
Macie Pringle	Blackman High School	Volleyball
Scott Hall	Rocky Fork	Cross Country
Irvin Turner	Blackman Middle School	Track
Samuel Trubee	Smyrna Middle School	Football

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

Vote: All yes

Motion passes.

6. RECOGNITION

Paula Laaser gave a presentation about the role of Speech Language Pathologists in Rutherford County Schools.

7. SPOTLIGHT

Smyrna Elementary School has been named Rutherford County School's first STEM-designated school by the Tennessee STEM Innovation Network and the Tennessee Department of Education. Smyrna Elementary has been working toward the designation for more than a year by conducting staff STEM training, organizing work-based problems and projects with students, and completing a rigorous application process. As part of the designation, the school will receive \$30,000 to spend toward implementing additional STEM programming for students and professional development for faculty and staff members.

8. VISITORS

Tim Hinote thanked teachers and administrators at Rockvale Elementary. He also thanked Director Spurlock and Dr. Sullivan as well as the Board.

9. CHARTER APPLICATION(S) UPDATE – (For Information Only)

Amended charter applications were due on May 23rd. The Charter Review Committee has 60 days to review the amended application(s) and provide recommendation(s) to the RCS Board.

10. CEDAR GROVE RESIDENTIAL TREATMENT CENTER JOB DESCRIPTION (For Information Only)

Cedar Grove Residential Treatment Center (CGRTC) is planning to use FY23 Title 1-D Funds for the 2022-2023 school year for a Transition Specialist position at their delinquent facility. The RCS Federal Programs department will work with CGRTC to ensure this role is utilized appropriately with these federal funds. The job description is attached.

11. NAMING OF FACILITIES

1. Naming of The Central Office Board Room

Rutherford County Board of Education would like to honor former Executive Assistant to the Director of Schools and School Board, Joyce Michaels by naming the Board Room the "Joyce Michaels Board Room". Mrs. Michaels began her career with Rutherford County Schools in 1986 and has served nine Director of Schools and countless school board members in her time as executive assistant. She has been an institution and a true treasure to our school system.

Motion made by Mr. Young, seconded by Ms. Sharp, to approve the naming of the Board Room for Rutherford County Schools after the former Executive Assistant Joyce Michaels as the "Joyce Michaels Board Room" as presented.

Vote: All yes

Motion passes.

2. Naming of Rockvale Middle School Auditorium

Rockvale Middle would like to dedicate the auditorium in honor of Mr. Fred Barlow. Rockvale Middle School opened in 2007 under the leadership of Mr. Barlow. Under his direction, Rockvale Middle has proven to be a consistent, high achieving, Level 5 school. Mr. Barlow has created a culture that is welcoming and positive. In honor of his upcoming retirement, Rockvale Middle would like to dedicate the auditorium as the "Fred Barlow Auditorium".

Motion made by Mrs. Bratton, seconded by Ms. Sharp, to approve the naming of the Rockvale Middle Auditorium after Mr. Barlow as the "Fred Barlow Auditorium" as presented.

Vote: All yes

Motion passes.

12. HUMAN RESOURCES JOB DESCRIPTIONS

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

Motion made by Mrs. Maxwell, seconded by Mr. Holden, to approve three Human Resources Benefit Specialist positions due to movement from the county self-funded insurance health plan to the group health plans offered by the State of Tennessee for medical coverage. Funding for the three positions is to be through the GPS Fund for FY 22-23 and approve the updated Senior Benefits Specialist job description as presented.

Vote: All yes

Motion passes.

13. 2022 PROFESSIONAL DEVELOPMENT SOFTWARE MANAGEMENT SYSTEM RENEWAL

Rutherford County School District, in compliance with state guidelines for in-service, requires teachers to earn a minimum of 6 hours of professional development per year. Performance Matters (a Power School product) provides a data management system To track, record, and house professional development course offerings. All Rutherford County teachers will have access to their professional development transcripts for license renewal and advancement. Performance Matters will provide ongoing support and maintenance services for the site. The contract of \$48,491.63 covers hosting service for a one-year term. This item is in the budget for the 2022-2023 school year.

Motion made by Mrs. Bratton, seconded by Mr. Estes, to approve the \$48,491.63 for the hosting service, software and product for Performance Matters professionals learning management system for 7/18/2022 through 7/17/2023 as presented.

Vote: All yes

Motion passes.

14. SPECIAL EDUCATION

- 1. Change in Job Description to replace Special Education Program Specialist and Special Education Staff Development, Special Programs, and IDEA Compliance Specialist to Special Education Supervisor.**

As part of the restructuring process recommended by NIET, the current positions of Special Education Program Specialist and Special Education Staff Development, Special Programs, and IDEA Compliance Specialist would change to supervisory positions under the Coordinator of Special Education. These positions would provide supervision to Central Office Special Education Support staff as well as become a direct point of contact for school personnel.

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve the change Special Education Program Specialist and Special Education Staff Development, Special Programs, and IDEA Compliance Specialist to the job description and title of Special Education Supervisor to be paid from Special Education GP funds pending budget approval as presented.

Vote: All yes

Motion passes.

- 2. License and Service Agreement for Insights to Behavior Software**

This agreement is for a District Site License for Behavioral Intervention Software which includes training modules for staff, behavioral tracking data collection tools, and software to assist teachers and staff in documentation required for behavioral intervention for students at the cost of \$98,000.00 using Transfer Out Funds budgeted through IDEA Part B for CCEIS (Comprehensive Coordinated Early Intervention Services.)

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the License and Service Agreement for Insights to Behavior Software District Site License to address Disproportionality of Discipline for Students with Special Needs using Transfer Out Funds budgeted through IDEA Part B for CCEIS, not to exceed \$98,000.00 for the 22-23 school year as presented.

Vote: All yes

Motion passes.

3. 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, 2022 through July 31, 2023.

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve the Lease and Rental Agreement of the house located at 1607 Elrod Street from August 1, 2022, through July 31, 2023, 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 as presented.

4. Extended Contract for Homebound Services

RCS proposes to offer a stipend of \$50 per hour to teachers to work after-school hours to instruct students with special needs on homebound services. Extended contracts will be utilized in cases of staffing shortages. IDEA ARP funds will be used for Extended Contract Stipends.

Motion made by Mr. Holden, seconded by Mrs. Maxwell, to approve the use of extended contract services using IDEA ARP funds to pay stipends for homebound services as presented.

Vote: All yes

Motion passes.

15. LEGAL

1. Charges Against Tenured Teacher for Dismissal

Charges have been brought against Helen Campbell, a tenured teacher, seeking the teacher's dismissal. Under state law, these charges must first be brought before the Board. The Board's duty when charges are brought against a tenured teacher is to determine if the charges are proven to be true, is the alleged conduct of such a nature as to warrant dismissal. If the Board determines the charges, if proven true, do warrant dismissal, the teacher will be given notice of the determination and rights under State law to a hearing before an impartial hearing officer. After the determination by the hearing officer, either side dissatisfied with the hearing officer's ruling may appeal the decision to the Board of Education.

A. Move to find that the charges, if proven true, would warrant dismissal.

B. Motion to find that the charges do not warrant dismissal.

Mrs. Ridley presented video footage and still photos of the incident.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve Option B, to find that the charges do not warrant dismissal.

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

Motion fails.

Motion made by Mr. Young, seconded by Mr. Estes to approve Option A, to find that charges, if proven true, would warrant dismissal.

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

Motion passes.

16. FINANCIAL MATTERS

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

This clean up capital project amendment requests funds to be moved from approved capital projects that have been completed, or nearing completion, to other already approved (except one) capital projects that will need additional funding due to increased construction and material costs. The one new project is an emergency roof repair at LaVergne Middle School that complied with BOE emergency purchasing policy. This clean up amendment requests no additional revenue above the amount already provided in the current annual budget.

Motion made by Mr. Estes, seconded by Mrs. Maxwell, to approve the clean-up capital Project amendment as presented in detail.

Vote: All yes

Motion passes.

2. School Meal Price Increase for 2022/23 School Year

With the USDA Seamless Summer Program scheduled to end prior to the beginning of the next school year, RCS needs to adjust school meal prices for the first time in since the beginning of the 2019-2020 school year. We propose the following preliminary school meal prices for the 2022-23 school year:

Student breakfast price - Breakfast \$2.00 all levels

Student Lunch prices- \$3.25 elementary and \$3.50 middle and high schools

Teachers/Guests – \$2.50 breakfast and \$4.25 lunch

Note that this fifty-cent increase per student meal is our preliminary meal price increase using our best estimate at this time. We currently do not have the USDA reimbursement rates for next year as the USDA does not provide this until mid-July. We also do not know how many of our students will continue to eat with us next year once the meals are no longer provided at no cost to the student. Our best estimate is that we are underestimating the price increase that is needed, however we would rather underestimate than overestimate with this preliminary price increase in order to maximize student meal participation at the beginning of the Fall semester. Our plan is to use excess school nutrition fund balance to pay off any initial operating losses that arise at the beginning of the school year once actual meal participation is established after the USDA Seamless Summer Program ends. Depending on how large those additional losses are, we may have to put an additional proposed price increase in front of the Board next Fall. It should be noted that in the month of March 2022 that 275,063 breakfasts were served (30.67% of all RCS students) and 545,186 lunches were served (60.80% of all RCS students). This amount is a dramatic increase in meal participation as compared to School Year 2019-2020 prior to the initiation of the USDA Seamless Summer Program.

Motion made by Mrs. Maxwell, seconded by Mr. Young, to approve the preliminary meal price increases, understanding that an additional meal price increase in the Fall of 2022 may needed based on actual meal participation as well as operational cost increases of the school nutrition department as presented.

Vote: All yes

Motion passes.

3. Review and Approve Procedure for New School Sport Organization

Rutherford County School Board Policy 2.404 states “Only a group or organization that has entered into a written cooperative agreement with the board may use the name, mascot, or logo of a school or the school district to solicit or raise money, materials, property, securities, services, or other things of value”. This proposed school support organization agreement for booster clubs updates the current RCS written booster club cooperative agreement to include steps for newly formed booster clubs. This proposed cooperative agreement has been reviewed by RCS legal staff.

Motion made by Mrs. Maxwell, seconded by Mr. Holden, to approve the updated written Rutherford County School cooperative agreement as presented.

Vote: All yes

Motion passes.

17. FACILITIES

1. Custodial Options (For Information Only)

As we have begun our look to next year our Custodial staffing remains something that needs to be addressed. We are requesting you to consider taking our staff to a centralized system like what the Food Service department has implemented. The Lead Custodian would be the contact between the Principal and the Custodial Supervisor. The relocation of staff to help cover when staff is out is most needed. We have a Custodial Supervisor on staff now that can manage this. We can not continue leaving schools short staffed with open positions and staff on leave. If the staffing issues continue, we could be facing Outsourcing. This is not the preferred method of operation. There is a Plan provided should we need to go this way.

2. Traffic Study (For Information Only)

Additions and increased traffic due to growth has created traffic issues at numerous campuses. The worst locations currently are Rockvale, Blackman, Stewarts Creek and Siegel. The initial review by staff shows that the main issue is the increased number of vehicles due to this growth. The typical solutions would include adding additional vehicle stacking on campus, longer and dedicated entrance roads, and additional turning Lanes on the roadways leading to the school. Collier Engineering recently conducted a traffic study of the Rockvale area for the developer wanting to develop the property to our south. They provided this study to us at no cost. We will review the recommendations briefly so the Board will understand what type items are suggested. Staff at both schools were able to move along all afternoon dismissal between 15 and 20 minutes.

Both are excellent time frames. Collier has a long history of working with RCS on various projects and provides traffic studies for numerous school systems in our area.

We requested proposals for Blackman and Stewarts Creek at this time. We did not include Siegel, as TDOT has a project ongoing to widen Thompson Lane and add turning lanes. Once completed we can revisit this area. Collier Engineering Proposes to Evaluate Blackman and Stewarts Creek for \$59,460.00

3. Restroom Urinal Screens (For Information Only)

Recent conversation concerning no urinal screens in the boy's restroom at Oakland High resulted in a review of all boy's restroom. We have been provided a cost estimates of \$136,000.00 to install urinal screens in all schools that do not currently have them. We are requesting to issue an RFP for these screens.

4. Oakland CTE Building (Emergency item)

The Board previously approved the construction of a CTE building at Oakland High School. In order to provide electricity to the building, the connection of electric utilities need Board approval.

Motion made by Mr. Estes, seconded by Mr. Young, to approve connecting electrical service to the Oakland CTE building as presented.

Vote: All yes

Motion passes.

18. INSURANCE UPDATE

Dr. Anthony stated there was an Insurance meeting today. Information was provided on county general discussing moving to the state but now are discussing forming their own insurance group. They are currently looking for a broker and haven't made a decision as to which direction they will go at this point.

19. DIRECTORS UPDATE

Director Spurlock announced over 10 million dollars of grant money from Innovative High School has been received for our CTE programs. This money is allocated by school and Dr. Sullivan will be sending out a list of those schools and what each will receive. He also discussed the violence received here locally during a graduation as well as Texas and the opportunity to look at safety issues. Safety Director, Patty Oeser presented information and plans on moving forward to establish safety plans as well as training moving forward.

20. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Nothing new at this time.

21. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Nothing new at this time.

22. GENERAL DISCUSSION

Mrs. Maxwell gave information on two Special Education camps that will be held over the summer. The first will be at LaVergne High School June 6-10 from 9:00-3:00. The second will be July 18-22 at Oakland High School.

Mr. Lee stated several County Commissioners expressed interest in the three school projects and re-working the budget due to the fact that it was done back in October and is such a long process. Mr. Lee presented the current layouts to the Board tonight for review. He is asking the Board for direction on these three projects to present back to Health & Ed. at their June 16th meeting.

Mr. Lee briefed the Board on a Chiller component at Wilson Elementary that has gone out and the parts for replacement are 36 weeks out. One Chiller will not support the building plus students when school resumes in August. Mr. Lee is requesting approval from the Director and the Board to replace the Chiller at Eagleville and take the components from that Chiller to make the Chiller at Wilson Elementary operable again.

Motion made by Ms. Sharp, seconded by Mrs. Bratton to approve emergency funding to replace the Chiller at Eagleville and use the components and parts from that piece of equipment in the Chiller at Wilson Elementary School from the 177 fund, not to exceed \$350,000.00 as presented.

Vote: All yes

Motion passes.

23. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 7:08 P.M.

Tiffany Johnson, Board Chairwoman

Date

Bill C. Spurlock, Director of Schools

Date

RUTHERFORD COUNTY BOARD OF EDUCATION
Special Called Board of Education Meeting
2240 Southpark Drive
Murfreesboro, TN 37128

Minutes of May 27, 2022

Board Members Present

Tiffany Johnson, Board Chairwoman

Shelia Bratton, Vice-Chair

Jim Estes

Coy Young

Tammy Sharp

Claire Maxwell

Tim Holden

Board Chair Tiffany Johnson called the Special Called Meeting to order at 8:00 A.M. The Pledge of Allegiance and a Moment of Silence was observed.

Mrs. Johnson turned the meeting over to Board Attorney, Jeff Reed who then went over information on entering into a contract with the Director of Schools and presented the proposed contract to the Board to review.

The contract proposes a term of 4 years and will run from July 1, 2022 to June 30, 2026. The Board shall consider the issue of whether to extend that contract with a date of December 31, 2025, which is six months prior to the expiration of the contract. In the event the Board does not take any action to renew or extend the contract, the contract would expire on June 30, 2026.

The American Associates of School Administrators (AASA) has a Superintendent Academy that Dr. Sullivan has requested to attend and has been added to the contract.

Mr. Reed also added under Section 13 of the contract, Complaints and Grievances, procedures and the process Board Members should follow should they have a complaint or grievance against the Director of Schools. Also included in this addition listed in Subsection C, is the procedure and process the Director of Schools should follow in the event he should have a complaint or grievance against a Board Member.

The Board then held a discussion on salary for the Director of Schools.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to set the annual salary for the Director of Schools at \$215,000 with a 4-year term and an annual step increase of \$5,000 per year over the next 4 years plus the percentage increase of certified employees as presented.

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

Motion passes.

Motion made by Mr. Young, seconded by Mr. Holden to accept and enter into a Contractual Agreement with Dr. James Sullivan as the Director of Schools as presented.

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

Motion passes.

There being no further business, the Special Called Meeting was adjourned at approximately 8:15 A.M.

Tiffany Johnson, Board Chairwoman

Date

RUTHERFORD COUNTY BOARD OF EDUCATION

2240 Southpark Drive
Murfreesboro, TN 37128

Special Called Policy Committee Meeting
June 1, 2022

Board Members Present

Tiffany Johnson, Chairman
Shelia Bratton, Vice Chairman
Claire Maxwell
Jim Estes
Tammy Sharp

Committee Members Present

Margaret Moore
Rhonda Lackey
Dr. Kay Martin
Regina Harvey
Mike Walls
Tim Pedigo

Dr. James Sullivan

Others Present

Monika Ridley
Jeff Reed
Pierrecia Lyons

The Board Chairman, Mrs. Johnson, called the meeting to order at 5:00p.m. All stood and recited the pledge, which was led by Jeff Reed, Esquire. Chairman Johnson moved for approval of the agenda. It was approved and she then turned the meeting over to Monika Ridley.

The policy committee began with a review of Policy **5.110: Compensation Guides and Contracts**. Policy 5.110 was tabled from the April 25, 2022 meeting, adding language that “no advance payments of salary shall be made.” It came from the Finance Department adding the language to clarify process that was already in operation. There being no further questions.

Motion was made by Shelia Bratton and seconded by Claire Maxwell, to approve Policy 5.110.

VOTE: All Yes.

Later during the meeting, Tammy Sharp re-opened the discussion regarding Policy 5.110 regarding Career and Technical Education teachers. The vote was rescinded and Policy 5.110 was tabled to the next meeting for further review.

The policy committee reviewed **Policy 2.802 Payroll Procedures**. Policy 2.802 was tabled from the April 25, 2022 meeting, adding language for exceptions to the provision of no advance payments of salary. Policy was revised at the request of the Finance Department adding the following language: "..., with exception of newly hired certified personnel who may elect to receive \$1500 of their first salary installment after completion of the first ten (10) workdays of employment." Tiffany Johnson asked if the policy was new. Monika Ridley explained that what is being proposed has been in practice but not previously a formal policy for it.

Motion made by Claire Maxwell and seconded by Regina Harvey to approve Policy 2.802.

VOTE: All Yes.

The policy committee discussed revising **Policy 5.802 Qualifications and Duties of the Director of Schools**. The policy has been updated to add language to state that a doctorate degree is a preferred qualification. Came from Board member adding preference for a "doctorate degree" being one of the 4 enumerated qualifications required of the Director of Schools job description. Margaret Moore asked if it was a previous requirement. No, the

doctorate degree as a preferred qualification is a proposed new addition to the administration endorsement requirement. Motions were made and the policy was approved by an All Yes vote. Tammy Sharp re-opened the discussion asking for further explanation of what doctoral degrees would meet the proposed requirement. There was further discussion about various doctorates like Ph.D.s and professional doctorates obtained through industry work and experience that are held by candidates with occupational licensure.

Motion made by Shelia Bratton and seconded by Tammy Shapr to approve Policy 5.802.

VOTE: All Yes.

The policy committee discussion moved to recommended policy change to amend **Policy 5.1151 Telework During Emergencies**. Revision to Policy 5.1151 adds language that allows the Director of Schools and Assistant Superintendents to approve request. Discussion was held and explained that RCS looked at what the TSBA says and other district models. Also used the RCS COVID-19 policy as a a guide. Based on specific circumstances the Department Head would review if it was appropriate for any of his/her staff, and would then make recommendations to the Director. The Director would have the discretion to approve the employee's should be allowed alternative teleworking arrangement.

Motion was made by Claire Maxwell, second by Mike Walls to approve Policy 5.1151.

VOTE: All Yes.

The policy committee discussion shifted to the first summer session of required **annual policy review**. All policies that have not been reviewed/changed in the past calendar year

are under review. The Committee conducted independent review beginning with Section 1:

Board Operations.

[Policy 1.100 School District-School Board Legal Status and Authority](#)

No further discussion.

[Policy 1.101 Role of the Board of Education](#)

No further discussion.

[Policy 1.102 Board Members Legal Status](#)

No further discussion.

[Policy 1.103 Board Self-Evaluation](#)

No further discussion.

[Policy 1.104 Memberships](#)

Discussion held explaining RCS no longer affiliated with the National School Boards Association. Moved to revise to: "..., and through associations that the TSBA is affiliated with." Moved to approve and All voted Yes.

[Policy 1.105 School Board Legislative Involvement](#)

Discussion held to strike ~~NSBA~~ from page 1, line 12. Motion was made by Shelia Bratton and second by Tammy Sharp. All voted Yes.

[Policy 1.106 Code of Ethics](#)

No further discussion.

[Policy 1.107 Board Member Conflict of Interest](#)

No further discussion.

[Policy 1.108 Nepotism](#)

No further discussion.

[Policy 1.200 Method of Election of Officers](#)

No further discussion.

[Policy 1.201 Duties of Officers](#)

No further discussion.

[Policy 1.202 Duties of Board Members](#)

No further discussion.

[Policy 1.2021 Boardsmanship Code of Conduct](#)

No further discussion.

[Policy 1.203 New Member Orientation](#)

No further discussion.

[Policy 1.204 Board Member Development Opportunities](#)

Discussion was held changing page 1, line 23 from National School Boards Associations to other national organizations. Motion was held, and All voted Yes to approve change of language.

[Policy 1.205 Board-Director Relations](#)

No further discussion.

[Policy 1.300 Board Committees](#)

No further discussion.

[Policy 1.301 Executive Committee](#)

No further discussion.

[Policy 1.302 School Attorney](#)

No further discussion.

[Policy 1.400 School Board Meetings](#)

No further discussion.

[Policy 1.401 Public Hearings](#)

No further discussion.

[Policy 1.402 Notification of Meetings](#)

No further discussion.

[Policy 1.403 Agendas](#)

No further discussion.

[Policy 1.404 Appeals to and Appearances Before the Board](#)

No further discussion.

[Policy 1.405 Rules of Order](#)

No further discussion.

[Policy 1.406 Minutes](#)

No further discussion.

Policy 1.500 Board-Community Relations

No further discussion.

Policy 1.501 Visitors to the Schools

No further discussion.

Policy 1.502 Board Meeting News Coverage

No further discussion.

Policy 1.503 News Releases, News Conferences and Interviews

No further discussion.

Policy 1.600 Policy Development and Adoption

No further discussion.

Policy 1.601 Administrative Rules and Regulations

No further discussion.

Policy 1.602 Administrative Committees

No further discussion.

Policy 1.700 School District Goals

Brief discussion held, committee decided to table policy for revision in order to reflect goals adopted at 2022 retreat.

Policy 1.701 School District Planning

Brief discussion held, committee decided to table policy for revision awaiting TSBA changes released 7/1/22.

[Policy 1.800 School Calendar](#)

No further discussion.

[Policy 1.801 School Day](#)

Footnote cross references: Staff Meetings 5.603 is not a current RCS policy.

[Policy 1.8011 Emergency Closings](#)

No further discussion.

[Policy 1.802 Section 504 and ADA Grievance Procedures](#)

No further discussion.

[Policy 1.803 Tobacco and Vape-Free Schools](#)

No further discussion.

[Policy 1.804 Drug-Free Workplace](#)

No further discussion.

[Policy 1.805 Use of Electronic Mail \(email\)](#)

No further discussion.

[Policy 1.806 Advertising and Distribution of Materials in the Schools](#)

No further discussion.

[Policy 1.808 Registered Sex Offenders](#)

No further discussion.

[Policy 1.900 Charter School Authorizing Principles](#)

No further discussion.

There being no further business, the meeting adjourned at approximately 5:52 p.m.

Tiffany Johnson, Chairman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

June 16, 2022

Fees

Rock Springs Elementary	Pinnacle Pointe HOA, meeting, 7/26/22 6-8pm, cafeteria, \$18/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Rock Springs Middle	Blueprint Baseball, practices, 6/16/22-8/1/22 when available, ball field, \$18/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Rock Springs Middle	DBME, dance showcase/recital, 6/18/22 11am-6pm, auditorium, \$285, <i>*subject to COVID-19 restrictions and updates.</i>
Rockvale High	Rutherford County Track Club, AAU Track Meets, 5/28/22 & 6/11/22 8am-3pm, track, \$1600, <i>*for Retro Review; subject to COVID-19 restrictions and updates.</i>
Rockvale High	USA Track & Field-TN Association, annual track and field championships for youth, 6/18/22 8am-1pm, track, \$500, <i>*for Retro Review; subject to COVID-19 restrictions and updates.</i>
Stewarts Creek High	Stewarts Creek Youth Football and Cheer, 2022 football and cheer season, 3/6/22-11/15/22 3-7:30pm or 5:30-7:30pm, grounds and football field, \$100/hour, <i>*for Retro Review; subject to COVID-19 restrictions and updates.</i>

No Fees

LaVergne High	Give Life 4 Ryan, blood drive, 8/6/22 8am-3pm, auxiliary gym, No Fee, <i>*subject to COVID-19 restrictions and updates.</i>
Rockvale High	Rockvale Youth Football and Cheer, 2022 football and cheer season, 7/11/22-11/30/22 practices 3-5 days a week and Saturday games and 7/30/22 Rocket Bowl, grounds and football field, In-Kind Agreement with RVHS Football program for services and 3-yr

commitment to donations toward supplies and equipment,
****subject to COVID-19 restrictions and updates.***

Smyrna Elementary

Smyrna Jr. Pro Basketball, practices and games, 10/31/22
-3/11/23 M-F 6-9pm, gym, No Fee, ****subject to
COVID-19 restrictions and updates.***

Note: Facility use for 6/16/2022 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.**

Title I

RUTHERFORD COUNTY

Title I

EXTENDED CONTRACT APPLICATION

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

*Name: Rebecca Lynn Speck
First Middle Last

*School Assigned: Kittrell Elementary

*School Phone: 615-893-7604

*School E-mail: speckr@rcschools.net

*Years of experience: 11 *Level of Effectiveness: 5

*Reason for selecting applicant: (to be completed by the principal) Kindergarten Teacher

*Certification Areas: (By name) Pick-3 Early Childhood

*Number of summer contract hours: 11 (paid at a rate of \$40.00 per hour for Level 3, \$45.00 per hour for Level 4, \$50.00 per hour for Level 5)

Circle type of contract requested:

1. Remediation:

- Description of services & proposed timeline for completion must be attached
- Monthly logs on required sheets must be submitted to the Federal Programs Office unless otherwise noted on approval

2. Other: (briefly describe)

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

***Contract is for the numbers of hours set by the school's principal.**

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

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

*APPLICANT'S SIGNATURE: Rebecca Speck Date: 5-26-22

*PRINCIPAL'S SIGNATURE: [Signature] Date: 5-27-22

*BOARD CHAIR'S SIGNATURE: _____ Date: _____

*DIRECTOR'S SIGNATURE: _____ Date: _____

(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)

The Title I Program does not discriminate on the basis of race, national origin, sex, handicap or age.

Title I

RUTHERFORD COUNTY

Title I**EXTENDED CONTRACT APPLICATION******Upon approval, this application becomes your contract****

*Name: Tabitha Michelle Childs
First Middle Last

*School Assigned: Kittrell Elementary

*School Phone: 615-893-7604

*School E-mail: childst@rcschools.net

*Years of experience: 9 *Level of Effectiveness: 5

*Reason for selecting applicant: (to be completed by the principal) Kindergarten teacher

*Certification Areas: (By name) PK-3 Early Childhood

*Number of summer contract hours: 11 (paid at a rate of \$40.00 per hour for Level 3, \$45.00 per hour for Level 4, \$50.00 per hour for Level 5)

Circle type of contract requested:

1. Remediation:

- Description of services & proposed timeline for completion must be attached
- Monthly logs on required sheets must be submitted to the Federal Programs Office unless otherwise noted on approval

2. Other: (briefly describe)

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

***Contract is for the numbers of hours set by the school's principal.**

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

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

*APPLICANT'S SIGNATURE: Tabitha Childs Date: 5-26-22

*PRINCIPAL'S SIGNATURE: [Signature] Date: 5-27-22

*BOARD CHAIR'S SIGNATURE: _____ Date: _____

*DIRECTOR'S SIGNATURE: _____ Date: _____

(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)

The Title I Program does not discriminate on the basis of race, national origin, sex, handicap or age.

RFP #22-03 - Banking Services for School Nutrition

Bidders	Interest Rate	Monthly Fee
First Bank	0.30%	\$ 1,250.00
Pinnacle Financial Partners	0.23%	\$ 35.00
Wilson Bank & Trust	0.10%	\$ -

Mailed to 17 vendors
13 vendors did not respond

Recommend: Motion to award to Pinnacle Financial for overall best bid.

To be funded through School Nutrition Funds.

RFP #22-04 - Speech and Language Therapy Services

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

Mailed to 18 vendors
5 vendors did not respond

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

To be funded through Special Education Dept.

Bid #3600 - Air Filters

Item #	Size	*A-Action Air Hvac	Blade Filters Inc.	Brooklake Company	Eds Supply Co.	Florence Filter	HD Supply	Lowe's	Puremaxx LLC	Superior Manufacturing
1	7 X 15 X 2	\$ 79.20	\$ 220.68	\$ 105.84	\$ 202.20	\$ 160.56	\$ 200.62	\$ 204.12	\$ 148.56	\$ 245.31
2	7 1/4 X 4 1/2 X 1	\$ 139.44	\$ 369.60	\$ 145.80	\$ 246.12	\$ 192.48	\$ 160.46	\$ 258.48	\$ 218.04	\$ 410.88
3	7 1/2 X 4 1/2 X 1	\$ 139.44	\$ 369.60	\$ 145.80	\$ 246.12	\$ 199.68	\$ 160.46	\$ 258.48	\$ 218.04	\$ 410.88
4	7 3/4 X 2 1/2 X 1	\$ 70.80	\$ 168.96	\$ 95.88	\$ 183.84	\$ 151.32	\$ 137.38	\$ 204.12	\$ 109.92	\$ 187.83
5	7 3/4 X 2 1/2 X 1	\$ 70.80	\$ 168.96	\$ 90.00	\$	\$ 142.32	\$ 137.38	\$ 244.92	\$ 90.96	\$ 187.83
6	7 3/4 X 2 1/2 X 1	\$ 70.80	\$ 168.96	\$ 95.88	\$ 183.84	\$ 153.36	\$ 137.38	\$ 204.12	\$ 109.92	\$ 187.83
7	7 3/4 X 2 1/2 X 1	\$ 70.80	\$ 168.96	\$ 90.00	\$	\$ 186.48	\$ 137.38	\$ 244.92	\$ 90.96	\$ 187.83
8	7 3/4 X 3 1/2 X 1	\$ 139.44	\$ 177.36	\$ 119.52	\$ 200.76	\$ 169.32	\$ 140.77	\$ 204.12	\$ 218.04	\$ 197.08
9	7 3/4 X 3 1/2 X 1	\$ 139.44	\$ 369.60	\$ 119.52	\$ 200.76	\$ 174.24	\$ 150.00	\$ 204.12	\$ 218.04	\$ 197.08
10	7 3/4 X 3 1/2 X 1	\$ 139.44	\$ 369.60	\$ 90.00	\$	\$ 160.20	\$ 150.00	\$ 244.92	\$ 99.12	\$ 197.08
11	7 3/4 X 3 1/2 X 1	\$ 139.44	\$ 369.60	\$ 90.00	\$	\$ 161.16	\$ 150.00	\$ 244.92	\$ 99.12	\$ 197.08
12	7 3/4 X 3 1/2 X 1	\$ 139.44	\$ 369.60	\$ 90.00	\$	\$ 161.40	\$ 150.00	\$ 244.92	\$ 99.12	\$ 197.08
13	7 3/4 X 3 1/2 X 1	\$ 139.44	\$ 369.60	\$ 119.52	\$ 200.76	\$ 176.28	\$ 150.00	\$ 204.12	\$ 218.04	\$ 197.08
14	7 3/4 X 3 1/2 X 1	\$ 139.44	\$ 369.60	\$ 90.00	\$	\$ 161.64	\$ 150.00	\$ 244.92	\$ 99.12	\$ 197.08
15	7 3/4 X 4 1/2 X 1	\$ 139.44	\$ 369.60	\$ 145.80	\$ 246.12	\$ 193.68	\$ 160.46	\$ 258.48	\$ 218.04	\$ 221.09
16	7 3/4 X 4 1/2 X 1	\$ 139.44	\$ 369.60	\$ 145.80	\$ 246.12	\$ 197.52	\$ 160.46	\$ 258.48	\$ 218.04	\$ 221.09
17	7 3/4 X 4 1/2 X 1	\$ 139.44	\$ 369.60	\$ 90.00	\$	\$ 180.00	\$ 160.46	\$ 312.84	\$ 140.04	\$ 410.88
18	7 3/4 X 4 1/2 X 1	\$ 139.44	\$ 369.60	\$ 145.80	\$ 246.12	\$ 199.20	\$ 160.46	\$ 258.48	\$ 218.04	\$ 221.09
19	7 3/4 X 4 1/2 X 1	\$ 139.44	\$ 369.60	\$ 101.76	\$	\$ 180.24	\$ 160.46	\$ 312.84	\$ 140.04	\$ 409.63
20	7 3/4 X 4 1/2 X 1	\$ 139.44	\$ 388.92	\$ 199.80	\$ 325.44	\$ 250.44	\$ 185.69	\$ 258.48	\$ 483.60	\$ 432.34
21	8 X 2 1/2 X 1	\$ 139.44	\$ 168.96	\$ 95.88	\$ 183.84	\$ 151.44	\$ 137.38	\$ 244.92	\$ 109.92	\$ 187.83
22	8 X 2 1/2 X 1	\$ 139.44	\$ 177.36	\$ 95.88	\$ 183.84	\$ 153.84	\$ 137.38	\$ 244.92	\$ 109.92	\$ 197.08
23	8 X 4 1/2 X 1	\$ 139.44	\$ 369.60	\$ 145.80	\$ 246.12	\$ 195.36	\$ 160.46	\$ 258.48	\$ 218.04	\$ 410.88
24	8 1/4 X 1 3/4 X 1	\$ 70.80	\$ 168.96	\$ 79.92	\$ 183.84	\$ 141.72	\$ 137.38	\$ 244.92	\$ 109.92	\$ 187.83
25	8 1/4 X 4 1/2 X 1	\$ 139.44	\$ 369.60	\$ 145.80	\$ 246.12	\$ 200.16	\$ 140.77	\$ 258.48	\$ 218.04	\$ 251.41
26	8 1/2 X 2 1/2 X 1	\$ 70.80	\$ 168.96	\$ 79.92	\$ 183.84	\$ 142.56	\$ 140.77	\$ 244.92	\$ 109.92	\$ 187.83
27	8 1/2 X 2 1/2 X 1	\$ 139.44	\$ 177.36	\$ 95.88	\$ 183.84	\$ 157.68	\$ 140.77	\$ 244.92	\$ 117.24	\$ 197.08
28	8 1/2 X 2 1/2 X 1	\$ 139.44	\$ 177.36	\$ 95.88	\$ 183.84	\$ 163.44	\$ 140.77	\$ 244.92	\$ 117.24	\$ 197.08
29	8 1/2 X 2 3/4 X 1	\$ 139.44	\$ 177.36	\$ 95.88	\$ 183.84	\$ 165.24	\$ 140.77	\$ 217.56	\$ 117.24	\$ 197.08
30	8 1/2 X 3 1/2 X 1	\$ 139.44	\$ 177.36	\$ 95.88	\$ 183.84	\$ 165.84	\$ 140.77	\$ 217.56	\$ 117.24	\$ 197.08
31	8 1/2 X 3 1/2 X 1	\$ 139.44	\$ 369.60	\$ 119.52	\$ 246.12	\$ 182.88	\$ 140.77	\$ 217.56	\$ 218.04	\$ 410.88
32	8 1/2 X 4 1/2 X 1	\$ 139.44	\$ 369.60	\$ 145.80	\$ 246.12	\$ 195.72	\$ 160.46	\$ 258.48	\$ 218.04	\$ 410.88

Bid #3600 - Air Filters

Item #	Size	*A-Action Air Hvac	Blade Filters Inc.	Brookaire Company	Eds Supply Co.	Florence Filter	HD Supply	Lowe's	Puremaxx LLC	Superior Manufacturing
33	8 7/8 X 16 1/8 X 1	\$ 70.80	\$ 168.96	\$ 79.92	\$ 183.84	\$ 133.80	\$ 127.23	\$ 244.92	\$ 109.92	\$ 187.83
34	8 7/8 X 24 1/8 X 1	\$ 84.96	\$ 177.36	\$ 95.88	\$ 183.84	\$ 152.40	\$ 140.77	\$ 244.92	\$ 117.24	\$ 197.08
35	8 7/8 x 33 x 1	\$ 139.44	\$ 369.60	\$ 119.52	\$ 200.76	\$ 175.08	\$ 150.00	\$ 244.92	\$ 218.04	\$ 197.08
36	8 7/8 X 33 5/8 X 1	\$ 139.44	\$ 369.60	\$ 119.52	\$ 200.76	\$ 176.52	\$ 150.00	\$ 244.92	\$ 218.04	\$ 197.08
37	8 7/8 X 42 1/8 X 1	\$ 139.44	\$ 369.60	\$ 145.80	\$ 246.12	\$ 196.32	\$ 160.46	\$ 258.48	\$ 218.04	\$ 410.88
38	8 7/8 X 61 1/8 X 1	\$ 208.20	\$ 388.92	\$ 199.70	\$ 325.44	\$ 240.48	\$ 206.77	\$ 258.48	\$ 483.60	\$ 432.34
39	8 7/8 X 61 1/2 X 1	\$ 208.20	\$ 388.92	\$ 199.70	\$ 325.44	\$ 241.44	\$ 206.77	\$ 258.48	\$ 483.60	\$ 432.34
40	9 X 16 X 1	\$ 82.80	\$ 168.96	\$ 79.92	\$ 183.84	\$ 133.56	\$ 127.23	\$ 258.48	\$ 109.92	\$ 187.83
41	9 X 19 X 1	\$ 82.80	\$ 168.96	\$ 79.92	\$ 183.84	\$ 140.52	\$ 127.23	\$ 258.48	\$ 109.92	\$ 187.83
42	9 X 26 X 1	\$ 139.44	\$ 177.36	\$ 95.88	\$ 183.84	\$ 156.84	\$ 140.77	\$ 258.48	\$ 117.24	\$ 197.08
43	9 X 33 X 1	\$ 139.44	\$ 177.36	\$ 119.52	\$ 200.76	\$ 175.20	\$ 150.00	\$ 258.48	\$ 218.04	\$ 197.08
44	9 X 35 X 1	\$ 139.44	\$ 369.60	\$ 119.52	\$ 246.12	\$ 179.76	\$ 160.46	\$ 258.48	\$ 218.04	\$ 251.41
45	9 X 60 X 1	\$ 208.20	\$ 388.92	\$ 174.84	\$ 246.12	\$ 237.96	\$ 206.77	\$ 258.48	\$ 483.60	\$ 541.80
46	10 X 20 X 1	\$ 48.60	\$ 105.96	\$ 79.92	\$ 62.28	\$ 139.08	\$ 50.00	\$ 217.56	\$ 70.56	\$ 110.65
47	10 X 20 X 2	\$ 101.40	\$ 159.60	\$ 85.20	\$ 202.20	\$ 192.00	\$ 62.31	\$ 217.56	\$ 86.08	\$ 166.75
48	10 X 24 X 1	\$ 74.64	\$ 161.76	\$ 95.88	\$ 69.96	\$ 148.44	\$ 60.77	\$ 217.56	\$ 79.52	\$ 84.26
49	10 X 25 X 1	\$ 84.96	\$ 161.76	\$ 95.88	\$ 71.52	\$ 138.48	\$ 67.08	\$ 217.56	\$ 80.96	\$ 197.08
50	10 X 30 X 1	\$ 122.76	\$ 206.28	\$ 63.71	\$ 226.92	\$ 166.92	\$ 160.46	\$ 217.56	\$ 98.08	\$ 251.41
51	10 X 36 X 1	\$ 139.44	\$ 206.28	\$ 119.52	\$ 246.12	\$ 182.88	\$ 160.46	\$ 217.56	\$ 218.04	\$ 251.41
52	10 X 36 X 2	\$ 139.44	\$ 474.72	\$ 175.56	\$ 320.04	\$ 261.96	\$ 239.08	\$ 217.56	\$ 166.68	\$ 337.64
53	10 X 36 1/4 X 1	\$ 139.44	\$ 369.60	\$ 119.52	\$ 246.12	\$ 183.48	\$ 160.46	\$ 258.48	\$ 218.04	\$ 251.41
54	10 X 36 1/2 X 1	\$ 139.44	\$ 369.60	\$ 119.52	\$ 246.12	\$ 184.08	\$ 160.46	\$ 258.48	\$ 218.04	\$ 410.88
55	10 X 42 7/8 X 1/2	\$ 166.20	\$ 388.92	\$ 152.88		\$ 180.12	\$ 185.69	\$ 312.84	\$ 147.72	\$ 431.96
56	10 X 43 X 1	\$ 166.20	\$ 388.92	\$ 145.80	\$ 246.12	\$ 199.20	\$ 185.69	\$ 258.48	\$ 231.36	\$ 281.93
57	10 X 43 3/4 X 1/2	\$ 166.20	\$ 388.92	\$ 152.88		\$ 181.68	\$ 185.69	\$ 312.84	\$ 147.72	\$ 432.34
58	10 X 43 7/8 X 1/2	\$ 166.20	\$ 388.92	\$ 152.88		\$ 181.92	\$ 185.69	\$ 312.84	\$ 147.72	\$ 432.34
59	10 X 43 7/8 X 1	\$ 166.20	\$ 388.92	\$ 145.80	\$ 246.12	\$ 201.24	\$ 185.69	\$ 258.48	\$ 231.36	\$ 432.34
60	10 X 46 X 1	\$ 166.20	\$ 388.92	\$ 145.80	\$ 246.12	\$ 206.16	\$ 185.69	\$ 258.48	\$ 231.36	\$ 432.34
61	10 X 48 X 1	\$ 166.20	\$ 388.92	\$ 145.80	\$ 246.12	\$ 210.84	\$ 185.69	\$ 258.48	\$ 231.36	\$ 432.34
62	10 X 49 X 1	\$ 166.20	\$ 388.92	\$ 145.80	\$ 246.12	\$ 213.12	\$ 185.69	\$ 258.48	\$ 231.36	\$ 281.93
63	10 X 54 1/2 X 1	\$ 208.20	\$ 388.92	\$ 174.84	\$ 246.12	\$ 225.96	\$ 206.77	\$ 258.48	\$ 231.36	\$ 432.34
64	10 X 55 X 1	\$ 208.20	\$ 388.92	\$ 174.84	\$ 246.12	\$ 227.16	\$ 206.77	\$ 258.48	\$ 231.36	\$ 295.71

Bid #3600 - Air Filters

Item #	Size	*A-Action Air Hvac	Blade Filters Inc.	Brookaire Company	Eds Supply Co.	Florence Filter	HD Supply	Lowe's	Puremaxx LLC	Superior Manufacturing
65	10 X 55 3/4 X 1/2	\$ 208.20	\$ 388.92	\$ 152.88		\$ 204.36	\$ 206.77	\$ 312.84	\$ 156.60	\$ 432.34
66	10 X 55 3/4 X 1	\$ 208.20	\$ 388.92	\$ 174.84	\$ 246.12	\$ 228.84	\$ 206.77	\$ 258.48	\$ 231.36	\$ 432.34
67	10 X 56 X 1	\$ 208.20	\$ 388.92	\$ 174.84	\$ 246.12	\$ 229.44	\$ 206.77	\$ 258.48	\$ 231.36	\$ 432.34
68	10 X 60 X 1	\$ 257.88	\$ 487.32	\$ 174.84	\$ 298.56	\$ 238.80	\$ 240.92	\$ 258.48	\$ 237.36	\$ 541.80
69	10 X 61 X 1	\$ 248.28	\$ 487.32	\$ 199.80	\$ 395.04	\$ 241.08	\$ 240.92	\$ 258.48	\$ 237.36	\$ 541.80
70	10 X 61 1/4 X 1	\$ 248.28	\$ 487.32	\$ 199.80	\$ 395.04	\$ 241.68	\$ 240.92	\$ 258.48	\$ 237.36	\$ 541.80
71	10 X 65 X 1	\$ 248.28	\$ 487.32	\$ 199.80	\$ 395.04	\$ 250.44	\$ 240.92	\$ 258.48	\$ 237.36	\$ 679.81
72	10 X 70 X 1	\$ 248.28	\$ 487.32	\$ 199.80	\$ 395.04	\$ 262.08	\$ 276.31	\$ 312.84	\$ 646.32	\$ 679.81
73	10 X 72 X 1	\$ 248.28	\$ 487.32	\$ 225.36	\$ 395.04	\$ 266.64	\$ 276.31	\$ 312.84	\$ 646.32	\$ 679.81
74	10 X 72 3/4 X 1	\$ 248.28	\$ 487.32	\$ 225.36	\$ 395.04	\$ 268.44	\$ 276.31	\$ 312.84	\$ 646.32	\$ 679.81
75	10 3/4 X 44 1/2 X 1/2	\$ 166.20	\$ 388.92	\$ 152.88		\$ 183.72	\$ 185.69	\$ 258.48	\$ 156.60	\$ 432.34
76	11 X 56 X 1	\$ 248.28	\$ 487.32	\$ 275.76	\$ 298.56	\$ 230.16	\$ 206.77	\$ 258.48	\$ 237.36	\$ 541.80
77	11 1/2 X 11 1/2 X 1	\$ 82.80	\$ 168.96	\$ 109.68	\$ 183.84	\$ 121.44	\$ 127.23	\$ 204.12	\$ 109.92	\$ 187.83
78	11 1/2 X 55 X 1	\$ 248.28	\$ 487.32	\$ 275.76	\$ 298.56	\$ 228.24	\$ 206.77	\$ 258.48	\$ 237.36	\$ 54.30
79	12 X 12 X 1	\$ 46.80	\$ 139.68	\$ 109.68	\$ 74.88	\$ 154.56	\$ 115.38	\$ 204.12	\$ 84.96	\$ 169.11
80	12 X 16 X 2	\$ 79.20	\$ 220.68	\$ 157.56	\$ 202.20	\$ 171.00	\$ 200.62	\$ 204.12	\$ 148.56	\$ 245.31
81	12 X 20 X 1	\$ 50.64	\$ 147.36	\$ 109.68	\$ 59.40	\$ 135.48	\$ 52.31	\$ 217.56	\$ 67.36	\$ 158.96
82	12 X 20 X 2	\$ 101.40	\$ 175.20	\$ 157.56	\$ 68.28	\$ 146.64	\$ 212.15	\$ 217.56	\$ 77.60	\$ 183.29
83	12 X 24 X 1	\$ 53.04	\$ 119.76	\$ 73.44	\$ 61.80	\$ 138.48	\$ 80.13	\$ 217.56	\$ 70.08	\$ 125.21
84	12 X 24 X 2	\$ 53.16	\$ 135.00	\$ 88.20	\$ 70.56	\$ 149.28	\$ 77.69	\$ 217.56	\$ 80.16	\$ 141.16
85	12 X 24 X 4	\$ 81.12	\$ 255.00	\$ 72.12	\$ 110.40	\$ 115.32	\$ 72.23	\$ 258.48	\$ 58.14	\$ 133.09
86	12 X 25 X 1	\$ 84.24	\$ 179.76	\$ 156.72	\$ 70.20	\$ 148.80	\$ 6.73	\$ 258.48	\$ 79.68	\$ 187.83
87	12 X 25 X 2	\$ 99.84	\$ 194.76	\$ 203.64	\$ 248.16	\$ 211.68	\$ 239.08	\$ 217.56	\$ 166.68	\$ 203.20
88	12 X 30 X 1	\$ 139.44	\$ 226.20	\$ 156.72	\$ 92.16	\$ 175.80	\$ 160.92	\$ 217.56	\$ 104.48	\$ 251.41
89	12 X 36 X 1	\$ 208.08	\$ 369.60	\$ 197.52	\$ 226.56	\$ 184.44	\$ 185.69	\$ 258.48	\$ 218.04	\$ 281.93
90	12 1/2 X 16 X 2	\$ 131.76	\$ 240.96	\$ 157.56	\$ 202.20	\$ 171.36	\$ 200.62	\$ 204.12	\$ 148.56	\$ 267.95
91	13 X 24 X 1	\$ 129.72	\$ 226.20	\$ 156.72	\$ 225.48	\$ 155.28	\$ 160.46	\$ 217.56	\$ 218.04	\$ 251.41
92	13 X 27 X 1	\$ 139.44	\$ 226.20	\$ 156.72	\$ 225.48	\$ 162.24	\$ 160.46	\$ 217.56	\$ 218.04	\$ 251.41
93	13 X 65 X 1	\$ 248.28	\$ 544.80	\$ 310.92	\$ 395.04	\$ 252.72	\$ 310.15	\$ 312.84	\$ 646.32	\$ 679.81
94	13 X 66 X 1	\$ 248.28	\$ 544.80	\$ 310.92	\$ 395.04	\$ 255.00	\$ 310.15	\$ 312.84	\$ 646.32	\$ 605.59
95	13 X 78 X 1	\$ 293.52	\$ 566.16	\$ 345.48	\$ 454.20	\$ 282.96	\$ 344.77	\$ 312.84	\$ 666.60	\$ 867.44
96	13 3/8 X 16 X 2	\$ 101.40	\$ 177.36	\$ 157.56	\$ 202.20	\$ 172.08	\$ 212.15	\$ 217.56	\$ 148.56	\$ 267.95

Bid #3600 - Air Filters

Item #	Size	*A-Action Air Hvac	Blade Filters Inc.	Brookaire Company	Eds Supply Co.	Florence Filter	HD Supply	Lowe's	Puremaxx LLC	Superior Manufacturing
97	13 3/8 X 42 X 1	\$ 166.32	\$ 388.92	\$ 218.76	\$ 246.12	\$ 199.44	\$ 206.77	\$ 312.84	\$ 231.36	\$ 432.34
98	13 3/8 X 53 1/2 X 1	\$ 248.28	\$ 487.32	\$ 275.76	\$ 298.56	\$ 226.20	\$ 240.92	\$ 312.84	\$ 237.36	\$ 541.80
99	13 3/8 X 61 X 1	\$ 248.28	\$ 544.80	\$ 310.92	\$ 395.04	\$ 243.60	\$ 276.31	\$ 312.84	\$ 646.32	\$ 606.09
100	13 3/8 X 65 1/2 X 1	\$ 248.28	\$ 544.80	\$ 310.92	\$ 395.04	\$ 254.16	\$ 310.15	\$ 312.84	\$ 646.32	\$ 679.81
101	13 3/8 X 77 X 1	\$ 293.52	\$ 566.16	\$ 345.48	\$ 454.20	\$ 280.92	\$ 344.77	\$ 312.84	\$ 666.60	\$ 867.44
102	13 3/8 X 77 1/2 X 1	\$ 293.52	\$ 566.16	\$ 345.48	\$ 454.20	\$ 282.00	\$ 344.77	\$ 312.84	\$ 666.60	\$ 867.44
103	13 3/8 X 78 X 1	\$ 293.52	\$ 566.16	\$ 345.48	\$ 454.20	\$ 283.20	\$ 344.77	\$ 312.84	\$ 666.60	\$ 867.44
104	13 1/2 X 27 1/2 X 1	\$ 139.44	\$ 226.20	\$ 156.72	\$ 225.48	\$ 165.72	\$ 160.46	\$ 217.56	\$ 118.56	\$ 251.41
105	13 1/2 X 65 1/2 X 1	\$ 248.28	\$ 544.80	\$ 310.92	\$ 395.04	\$ 254.16	\$ 206.77	\$ 312.84	\$ 646.32	\$ 679.81
106	13 5/8 X 54 1/2 X 1	\$ 248.28	\$ 487.32	\$ 275.76	\$ 298.56	\$ 228.72	\$ 276.31	\$ 312.84	\$ 646.32	\$ 541.80
107	13 3/4 X 29 1/2 X 2	\$ 287.04	\$ 352.92	\$ 203.64	\$ 248.16	\$ 225.84	\$ 239.08	\$ 217.56	\$ 167.88	\$ 590.04
108	14 x 14 x 1	\$ 57.48	\$ 152.88	\$ 83.76	\$ 74.88	\$ 154.56	\$ 137.38	\$ 217.56	\$ 84.96	\$ 159.86
109	14 X 18 X 1	\$ 56.88	\$ 177.36	\$ 109.68	\$ 79.32	\$ 160.20	\$ 150.00	\$ 217.56	\$ 90.24	\$ 197.08
110	14 X 20 X 1	\$ 66.12	\$ 104.52	\$ 76.08	\$ 70.20	\$ 148.80	\$ 71.95	\$ 199.80	\$ 79.68	\$ 109.26
111	14 X 20 X 2	\$ 61.68	\$ 156.72	\$ 100.32	\$ 80.76	\$ 161.88	\$ 84.62	\$ 199.80	\$ 91.52	\$ 164.00
112	14 X 24 X 1	\$ 55.20	\$ 171.96	\$ 75.72	\$ 72.36	\$ 151.44	\$ 66.62	\$ 199.80	\$ 82.08	\$ 179.75
113	14 X 25 X 1	\$ 58.08	\$ 117.72	\$ 87.12	\$ 76.92	\$ 157.20	\$ 88.71	\$ 199.80	\$ 87.36	\$ 123.05
114	14 X 25 X 2	\$ 68.88	\$ 195.60	\$ 120.72	\$ 81.48	\$ 162.60	\$ 90.46	\$ 199.80	\$ 92.32	\$ 186.44
115	14 X 28 X 1	\$ 139.44	\$ 226.20	\$ 156.72	\$ 77.64	\$ 157.92	\$ 160.46	\$ 214.20	\$ 88.00	\$ 251.41
116	14 X 28 1/2 X 2	\$ 156.00	\$ 352.92	\$ 203.64	\$ 248.16	\$ 231.12	\$ 239.08	\$ 217.56	\$ 166.68	\$ 392.38
117	14 X 30 X 1	\$ 103.32	\$ 352.92	\$ 156.72	\$ 78.12	\$ 158.64	\$ 185.69	\$ 214.20	\$ 88.64	\$ 187.04
118	14 X 30 X 2	\$ 192.12	\$ 375.00	\$ 203.64	\$ 85.44	\$ 167.52	\$ 239.08	\$ 214.20	\$ 96.64	\$ 392.38
119	14 X 60 X 1	\$ 248.28	\$ 544.80	\$ 275.76	\$ 298.56	\$ 241.80	\$ 310.15	\$ 258.48	\$ 646.32	\$ 392.44
120	14 1/2 X 27 1/2 X 1	\$ 139.44	\$ 226.20	\$ 156.72	\$ 225.48	\$ 166.56	\$ 160.46	\$ 217.56	\$ 118.56	\$ 281.93
121	15 X 17 X 2	\$ 101.40	\$ 240.96	\$ 157.56	\$ 202.20	\$ 177.84	\$ 224.00	\$ 217.56	\$ 166.68	\$ 267.95
122	15 X 20 X 1	\$ 67.08	\$ 226.20	\$ 75.72	\$ 66.36	\$ 146.64	\$ 74.18	\$ 199.80	\$ 77.60	\$ 130.93
123	15 X 20 X 2	\$ 64.68	\$ 303.72	\$ 135.24	\$ 86.04	\$ 168.36	\$ 87.69	\$ 199.80	\$ 97.44	\$ 163.41
124	15 X 24 X 1	\$ 70.80	\$ 226.20	\$ 156.72	\$ 225.48	\$ 156.72	\$ 160.46	\$ 214.20	\$ 118.56	\$ 251.41
125	15 X 25 X 1	\$ 84.24	\$ 226.20	\$ 156.72	\$ 83.40	\$ 165.12	\$ 69.23	\$ 214.20	\$ 118.56	\$ 201.01
126	15 X 30 X 1	\$ 166.32	\$ 253.68	\$ 156.72	\$ 225.48	\$ 172.68	\$ 185.69	\$ 214.20	\$ 118.56	\$ 281.93
127	15 X 30 5/8 X 1	\$ 166.32	\$ 253.68	\$ 197.52	\$ 225.48	\$ 104.64	\$ 185.69	\$ 217.56	\$ 131.04	\$ 281.93
128	15 1/4 X 41 1/2 X 1	\$ 196.56	\$ 487.32	\$ 218.76	\$ 298.56	\$ 199.68	\$ 240.92	\$ 258.48	\$ 237.36	\$ 541.80

Bid #3600 - Air Filters

Item #	Size	*A-Action Air Hvac	Blade Filters Inc.	Brooklake Company	Eds Supply Co.	Florence Filter	HD Supply	Lowe's	Puremaxx LLC	Superior Manufacturing
129	15 1/4 X 65 1/2 X 1	\$ 293.52	\$ 544.80	\$ 310.92	\$ 454.20	\$ 255.48	\$ 344.77	\$ 258.48	\$ 646.32	\$ 605.59
130	15 1/2 X 20 X 1	\$ 84.24	\$ 226.20	\$ 76.08	\$ 225.48	\$ 147.84	\$ 160.46	\$ 217.56	\$ 118.56	\$ 251.41
131	15 1/2 X 20 1/2 X 1	\$ 84.24	\$ 226.20	\$ 156.72	\$ 225.48	\$ 149.04	\$ 160.46	\$ 217.56	\$ 118.56	\$ 251.41
132	16 X 16 X 1	\$ 56.88	\$ 177.60	\$ 93.24	\$ 92.16	\$ 175.80	\$ 88.46	\$ 199.80	\$ 104.48	\$ 169.31
133	16 X 20 X 1	\$ 54.84	\$ 116.28	\$ 76.08	\$ 68.28	\$ 146.64	\$ 73.05	\$ 199.80	\$ 77.60	\$ 110.84
134	16 X 20 X 2	\$ 63.60	\$ 154.56	\$ 109.56	\$ 73.08	\$ 152.52	\$ 80.46	\$ 199.80	\$ 83.04	\$ 147.26
135	16 X 20 X 4	\$ 50.70	\$ 305.28	\$ 78.24	\$ 68.64	\$ 115.68	\$ 71.69	\$ 217.56	\$ 155.84	\$ 139.79
136	16 X 21 X 2	\$ 99.84	\$ 303.72	\$ 203.64	\$ 248.16	\$ 150.48	\$ 239.08	\$ 217.56	\$ 166.68	\$ 337.64
137	16 X 22 1/2 X 1	\$ 84.96	\$ 226.20	\$ 203.64	\$ 225.48	\$ 154.08	\$ 160.46	\$ 217.56	\$ 118.56	\$ 251.41
138	16 X 24 X 1	\$ 65.76	\$ 196.80	\$ 84.36	\$ 76.92	\$ 157.20	\$ 7.19	\$ 199.80	\$ 87.36	\$ 187.63
139	16 X 24 X 2	\$ 69.72	\$ 200.52	\$ 115.56	\$ 83.52	\$ 165.24	\$ 85.85	\$ 199.80	\$ 94.88	\$ 191.16
140	16 X 25 X 1	\$ 58.44	\$ 126.72	\$ 85.32	\$ 76.44	\$ 156.60	\$ 83.04	\$ 217.56	\$ 86.72	\$ 120.89
141	16 X 25 X 2	\$ 66.60	\$ 181.20	\$ 131.52	\$ 84.84	\$ 166.92	\$ 95.54	\$ 217.56	\$ 96.48	\$ 172.66
142	16 X 28 X 1	\$ 166.20	\$ 253.68	\$ 156.72	\$ 225.48	\$ 168.84	\$ 185.69	\$ 217.56	\$ 131.04	\$ 281.93
143	16 X 30 X 1	\$ 103.68	\$ 253.68	\$ 156.72	\$ 76.92	\$ 157.20	\$ 185.69	\$ 214.20	\$ 87.36	\$ 225.03
144	16 X 30 X 2	\$ 87.00	\$ 352.92	\$ 203.64	\$ 85.44	\$ 167.52	\$ 276.31	\$ 214.20	\$ 96.64	\$ 174.24
145	16 1/4 X 24 X 2	\$ 99.84	\$ 303.72	\$ 203.64	\$ 248.16	\$ 210.36	\$ 239.08	\$ 217.56	\$ 166.68	\$ 337.64
146	17 X 20 X 2	\$ 99.84	\$ 303.72	\$ 157.56	\$ 248.16	\$ 192.84	\$ 239.08	\$ 217.56	\$ 166.68	\$ 337.64
147	18 X 18 X 1	\$ 70.80	\$ 193.92	\$ 86.28	\$ 92.16	\$ 175.80	\$ 160.92	\$ 228.48	\$ 104.48	\$ 185.06
148	18 X 18 X 2	\$ 82.20	\$ 227.76	\$ 131.16	\$ 103.20	\$ 189.36	\$ 239.08	\$ 228.48	\$ 117.12	\$ 217.15
149	18 X 20 X 1	\$ 66.60	\$ 189.12	\$ 100.32	\$ 82.20	\$ 163.68	\$ 81.21	\$ 228.48	\$ 93.28	\$ 180.34
150	18 X 20 X 2	\$ 83.76	\$ 236.88	\$ 125.64	\$ 103.20	\$ 189.36	\$ 239.08	\$ 228.48	\$ 117.12	\$ 225.81
151	18 X 24 X 1	\$ 67.44	\$ 219.72	\$ 94.32	\$ 83.52	\$ 165.24	\$ 7.59	\$ 199.80	\$ 94.88	\$ 209.44
152	18 X 24 X 2	\$ 79.92	\$ 211.68	\$ 135.96	\$ 89.40	\$ 172.56	\$ 91.38	\$ 199.80	\$ 101.60	\$ 201.80
153	18 X 25 X 1	\$ 68.64	\$ 253.68	\$ 95.28	\$ 85.44	\$ 167.52	\$ 8.06	\$ 199.80	\$ 96.64	\$ 193.73
154	18 X 25 X 2	\$ 109.92	\$ 352.92	\$ 147.24	\$ 93.96	\$ 178.08	\$ 96.92	\$ 199.80	\$ 106.56	\$ 250.43
155	18 X 30 X 1	\$ 75.00	\$ 265.92	\$ 156.72	\$ 82.68	\$ 164.28	\$ 206.27	\$ 199.80	\$ 93.76	\$ 253.58
156	18 1/4 X 33 X 2	\$ 192.12	\$ 394.20	\$ 310.32	\$ 388.32	\$ 254.64	\$ 310.15	\$ 217.56	\$ 327.84	\$ 714.26
157	19 X 20 X 2	\$ 101.40	\$ 303.72	\$ 157.56	\$ 248.16	\$ 194.40	\$ 239.08	\$ 217.56	\$ 166.68	\$ 337.64
158	19 1/2 X 28 X 2	\$ 192.12	\$ 375.00	\$ 203.64	\$ 248.16	\$ 233.04	\$ 310.15	\$ 217.56	\$ 185.16	\$ 416.99
159	20 X 20 X 1	\$ 66.84	\$ 126.00	\$ 87.24	\$ 76.44	\$ 156.60	\$ 74.55	\$ 228.48	\$ 86.72	\$ 120.10
160	20 X 20 X 2	\$ 82.32	\$ 181.32	\$ 131.76	\$ 82.68	\$ 164.28	\$ 83.85	\$ 228.48	\$ 93.76	\$ 173.05

Bid #3600 - Air Filters

Item #	Size	*A-Action Air Hvac	Blade Filters Inc.	Brooklake Company	Eds Supply Co.	Florence Filter	HD Supply	Lowe's	Puremaxx LLC	Superior Manufacturing
161	20 X 20 X 4	\$ 68.28	\$ 322.92	\$ 94.26	\$ 73.26	\$ 121.38	\$ 79.15	\$ 228.48	\$ 83.10	\$ 153.96
162	20 X 22 X 1	\$ 80.40	\$ 206.40	\$ 156.72	\$ 77.76	\$ 158.16	\$ 185.69	\$ 228.48	\$ 88.32	\$ 196.88
163	20 X 22 X 2	\$ 129.24	\$ 352.92	\$ 203.64	\$ 248.16	\$ 206.88	\$ 276.31	\$ 228.48	\$ 167.88	\$ 392.38
164	20 X 24 X 1	\$ 74.52	\$ 213.00	\$ 91.92	\$ 76.44	\$ 156.60	\$ 8.27	\$ 228.48	\$ 86.72	\$ 203.18
165	20 X 24 X 2	\$ 91.08	\$ 219.00	\$ 155.88	\$ 93.00	\$ 176.88	\$ 126.46	\$ 228.48	\$ 105.60	\$ 208.89
166	20 X 24 X 4	\$ 72.30	\$ 377.88	\$ 108.54	\$ 73.92	\$ 122.16	\$ 107.08	\$ 228.48	\$ 62.34	\$ 180.14
167	20 X 25 X 1	\$ 70.80	\$ 148.92	\$ 96.24	\$ 84.36	\$ 166.32	\$ 81.85	\$ 199.80	\$ 95.84	\$ 141.95
168	20 X 25 X 2	\$ 87.00	\$ 217.68	\$ 158.64	\$ 94.68	\$ 179.04	\$ 114.92	\$ 199.80	\$ 107.68	\$ 207.50
169	20 X 25 X 4	\$ 70.86	\$ 375.48	\$ 111.96	\$ 73.92	\$ 122.16	\$ 95.15	\$ 199.80	\$ 62.94	\$ 181.81
170	20 X 30 X 1	\$ 104.52	\$ 232.08	\$ 121.44	\$ 273.60	\$ 166.92	\$ 8.74	\$ 214.20	\$ 96.48	\$ 221.29
171	20 x 32 x 2	\$ 192.12	\$ 394.20	\$ 310.32	\$ 388.32	\$ 252.12	\$ 362.00	\$ 257.04	\$ 341.04	\$ 714.26
172	20 X 36 X 1	\$ 196.56	\$ 487.32	\$ 197.52	\$ 298.56	\$ 191.16	\$ 276.31	\$ 257.04	\$ 237.36	\$ 314.61
173	20 X 46 X 2	\$ 287.04	\$ 743.28	\$ 362.64	\$ 446.52	\$ 315.48	\$ 522.46	\$ 326.52	\$ 362.76	\$ 821.40
174	20 1/2 X 20 1/2 X 1	\$ 96.48	\$ 253.68	\$ 206.64	\$ 225.48	\$ 155.52	\$ 185.69	\$ 217.56	\$ 131.04	\$ 281.93
175	20 3/4 X 22 X 2	\$ 129.24	\$ 352.92	\$ 298.80	\$ 248.16	\$ 207.48	\$ 276.31	\$ 244.92	\$ 167.88	\$ 392.38
176	21 1/2 X 26 X 2	\$ 192.12	\$ 375.00	\$ 298.80	\$ 248.16	\$ 226.08	\$ 310.15	\$ 244.92	\$ 185.16	\$ 416.99
177	22 X 22 X 1	\$ 107.28	\$ 253.68	\$ 115.32	\$ 92.16	\$ 175.80	\$ 185.69	\$ 228.48	\$ 104.48	\$ 281.93
178	22 X 22 X 2	\$ 129.24	\$ 352.92	\$ 298.80	\$ 248.16	\$ 208.44	\$ 276.31	\$ 228.42	\$ 167.88	\$ 392.38
179	22 x 24 x 2	\$ 187.20	\$ 375.00	\$ 298.80	\$ 248.16	\$ 217.44	\$ 276.31	\$ 228.48	\$ 185.16	\$ 416.99
180	22 X 36 X 1	\$ 84.24	\$ 487.32	\$ 272.52	\$ 298.56	\$ 192.72	\$ 276.31	\$ 258.48	\$ 237.36	\$ 541.80
181	22 X 29 X 2	\$ 192.12	\$ 394.20	\$ 298.80	\$ 301.32	\$ 240.12	\$ 362.00	\$ 258.48	\$ 189.12	\$ 438.25
182	22 1/2 X 22 1/2 X 2	\$ 144.00	\$ 375.00	\$ 298.80	\$ 248.16	\$ 211.08	\$ 310.15	\$ 204.12	\$ 167.88	\$ 416.99
183	24 X 24 X 1	\$ 187.20	\$ 173.88	\$ 102.84	\$ 92.16	\$ 175.80	\$ 113.21	\$ 242.76	\$ 104.48	\$ 165.78
184	24 X 24 X 2	\$ 109.20	\$ 248.88	\$ 182.64	\$ 103.20	\$ 189.36	\$ 113.59	\$ 242.76	\$ 117.12	\$ 234.74
185	24 X 24 X 4	\$ 93.12	\$ 407.28	\$ 126.36	\$ 74.10	\$ 122.40	\$ 27.36	\$ 242.76	\$ 63.12	\$ 194.21
186	24 X 28 X 1	\$ 196.56	\$ 276.60	\$ 206.64	\$ 273.60	\$ 175.56	\$ 240.92	\$ 226.48	\$ 146.64	\$ 307.53
187	24 X 30 X 1	\$ 109.56	\$ 282.96	\$ 139.44	\$ 92.16	\$ 175.80	\$ 276.31	\$ 242.76	\$ 104.48	\$ 382.51
188	24 X 36 X 1	\$ 107.28	\$ 544.80	\$ 272.52	\$ 298.56	\$ 176.64	\$ 310.15	\$ 285.60	\$ 237.96	\$ 591.03
189	25 X 25 X 1	\$ 94.32	\$ 276.60	\$ 115.32	\$ 92.76	\$ 176.64	\$ 10.05	\$ 242.76	\$ 105.28	\$ 317.36
190	25 x 25 x 2	\$ 133.20	\$ 394.20	\$ 298.80	\$ 191.16	\$ 323.88	\$ 138.77	\$ 242.76	\$ 233.44	\$ 380.84
191	25 X 25 X 4	\$ 169.14	\$ 597.00	\$ 241.02	\$ 164.22	\$ 174.06	\$ 344.62	\$ 242.76	\$ 163.02	\$ 357.14
192	25 X 29 X 2	\$ 338.28	\$ 411.00	\$ 298.80	\$ 301.32	\$ 242.40	\$ 415.08	\$ 244.92	\$ 341.04	\$ 714.26

Bid #3600 - Air Filters

Item #	Size	*A-Action Air Hvac	Blade Filters Inc.	Brookaire Company	Eds Supply Co.	Florence Filter	HD Supply	Lowe's	Puremaxx LLC	Superior Manufacturing
193	25 1/2 X 29 X 2	\$ 287.04	\$ 411.00	\$ 298.80	\$ 301.32	\$ 242.76	\$ 415.08	\$ 244.92	\$ 341.04	\$ 714.26
194	26 X 26 3/4 X 2	\$ 287.04	\$ 394.20	\$ 298.80	\$ 388.32	\$ 232.92	\$ 466.46	\$ 244.92	\$ 341.04	\$ 438.25
195	27 X 28 X 1	\$ 248.28	\$ 282.96	\$ 206.64	\$ 298.56	\$ 177.84	\$ 276.31	\$ 258.48	\$ 237.36	\$ 536.49
196	27 X 30 X 1	\$ 248.28	\$ 297.12	\$ 206.64	\$ 298.56	\$ 182.52	\$ 310.15	\$ 258.48	\$ 237.96	\$ 536.49
197	28 X 28 X 1	\$ 248.28	\$ 411.00	\$ 206.64	\$ 298.56	\$ 178.56	\$ 276.31	\$ 258.48	\$ 237.36	\$ 536.49
198	28 X 29 X 2	\$ 287.04	\$ 428.52	\$ 298.80	\$ 388.32	\$ 244.56	\$ 466.46	\$ 258.48	\$ 362.76	\$ 826.29
199	28 X 30 X 1	\$ 248.28	\$ 297.12	\$ 206.64	\$ 298.56	\$ 183.24	\$ 310.15	\$ 258.48	\$ 237.96	\$ 605.59
200	28 X 30 X 2	\$ 287.04	\$ 428.52	\$ 298.80	\$ 388.32	\$ 249.12	\$ 466.46	\$ 258.48	\$ 362.76	\$ 826.29
201	28 X 36 X 2	\$ 287.04	\$ 786.12	\$ 399.84	\$ 446.52	\$ 276.24	\$ 522.46	\$ 258.48	\$ 362.76	\$ 874.13
202	28 X 40 X 2	\$ 287.04	\$ 786.12	\$ 399.84	\$ 446.52	\$ 294.36	\$ 466.46	\$ 476.16	\$ 364.20	\$ 874.13
203	29 X 29 X 1	\$ 248.28	\$ 297.12	\$ 206.64	\$ 298.56	\$ 181.68	\$ 310.15	\$ 258.48	\$ 237.96	\$ 605.59
204	29 X 29 X 2	\$ 287.04	\$ 428.52	\$ 298.80	\$ 388.32	\$ 245.40	\$ 466.46	\$ 285.72	\$ 362.76	\$ 826.29
205	29 X 32 1/2 X 2	\$ 287.04	\$ 544.80	\$ 399.84	\$ 446.52	\$ 261.24	\$ 522.46	\$ 408.12	\$ 362.76	\$ 874.13
206	30 X 32 X 1	\$ 293.52	\$ 544.80	\$ 272.52	\$ 343.56	\$ 189.36	\$ 344.77	\$ 353.63	\$ 237.96	\$ 605.59
207	30 X 36 X 1	\$ 293.52	\$ 566.16	\$ 272.52	\$ 343.56	\$ 198.72	\$ 344.77	\$ 353.64	\$ 253.20	\$ 629.41
208	30 X 36 X 2	\$ 287.04	\$ 786.12	\$ 399.84	\$ 446.52	\$ 277.80	\$ 522.46	\$ 408.12	\$ 364.20	\$ 874.13
209	32 1/2 X 39 X 2	\$ 294.60	\$ 826.80	\$ 658.32	\$ 513.48	\$ 293.28	\$ 522.46	\$ 476.16	\$ 761.16	\$ 919.21
210	33 X 37 X 4	\$ 261.60	\$ 827.88	\$ 401.40	\$ 608.16	\$ 233.94	\$ 491.08	\$ 476.16	\$ 346.92	\$ 822.08
211	40 X 42 X 2	\$ 294.60	\$ 887.88	\$ 658.32	\$ 590.52	\$ 312.48	\$ 522.46	\$ 612.24	\$ 456.48	\$ 1,296.81

Mailed to 24 vendors

*Lead time is 4 weeks

15 vendors did not respond

Recommend: Motion to award to BrookAire for overall best bid.

To be funded through the Maintenance Department.

Bid #3601

Elevator Maintenance and Monitoring

Vendor	Elevator Maintenance and Phone Monitoring (Monthly)	School Elevator Additions (Monthly)
Maverick Elevator Service	\$ 1,500.00	\$ 75.00
Premier Elevator	\$ 1,710.00	\$ 90.00
TK Elevator	\$ 1,510.00	\$ 80.00
Tristar Elevator (option 1)	\$ 1,200.00	\$ 60.00
Tristar Elevator (option 2)	\$ 900.00	\$ 45.00

Mailed to 6 vendors

2 vendor did not respond

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

To be funded through Maintenance and GP Funds

Bid #3602 Dumpsters

Item #	Description	*Municipal Equipment
1	Slant Front Loader Dumpster (8 cu.yd.)	\$ 2,190.00
2	Replacement Lids	\$ 59.00
3	Flat Front Loader Dumpster (8 cu. yds.)	\$ 2,190.00
4	30-yard open container charge	No Bid

Mailed to 5 vendors
3 vendors did not respond

"No Bid" from Wastequip

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

To be funded through the Building Program, GPS and individuals schools.

*Bid price good for 60 days then subject to price increase/decrease by 5% based on American Metals Markets

Bid #3603
Custodial Supplies / Equipment

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

Bid #3603
Custodial Supplies / Equipment

Item #	Product	A-Z Office	American Paper and Twine	Central Poly Bag	Interboro Packaging	Kelsan	Pyramid School Products	Staples, Inc.	Tronex International	Unipak Corp.	Uwepport LLC
38	TruShot 2.0 Multi Surface, Restroom & Disinfectant Cleaner, Concentrate, 10 oz. Cartridge	\$ 47.42	\$ 52.80								
39	TruShot 2.0 Power Cleaner and Degreaser Concentrate 10 oz. Cartridge	\$ 36.53	\$ 38.14								
40	TruShot 2.0 Trigger Dispenser 10 oz. Trigger	\$ 50.07	\$ 50.08								
41	Heavy Duty Neutral Floor Cleaner Concentrate 2 Liter Cartridge or equal	\$ 74.18	\$ 77.45								
42	TruFill Dispensing Head	\$ 637.57	\$ 665.60								
43	Hose Hook-up Kit - Standard - 3/4 in. diameter x 6 ft. or equal	\$ 315.54	\$ 329.42								
Paper Materials											
44	Multi-Fold towels (Brown)	\$ 16.82	\$ 20.41	\$ 24.00		\$ 24.24					
45	Single-Fold Towels (Brown)	\$ 18.93	\$ 23.04	\$ 23.88		\$ 17.55					
46	Toilet Tissue (2-ply 4 x 3.92 500 sheet rolls)	\$ 32.16	\$ 37.47	\$ 44.00		\$ 39.60					
47	Teri Reinforced Towels	\$ 78.04	\$ 46.74			\$ 103.48	\$ 109.95				
Brooms/Mops											
48	Warehouse nylon Brooms	\$ 5.22	\$ 4.88				\$ 59.88				
49	Medium Swinger Loop Wet Mop Heads, Cotton, Green	\$ 4.00	\$ 6.56			\$ 71.33	\$ 6.99				
50	Large Swinger Loop Wet Mop Heads, Cotton, Blue	\$ 5.02	\$ 7.63			\$ 71.33	\$ 7.99				
51	Rubbermaid® Commercial Invader® Side-Gate Wet-Mop Handle	\$ 7.36	\$ 6.61			\$ 16.58	\$ 6.99				
52	Dust Mop Handles	\$ 8.88	\$ 8.75			\$ 8.06	\$ 71.88				
53	24 oz. Wet Mop Heads (Cotton, Saddle)	\$ 3.19	\$ 4.23			\$ 5.69	\$ 47.88				
54	12" Plastic Dust Pans	\$ 2.13	\$ 1.63			\$ 7.71	\$ 2.29				
55	Invader Fiberglass Side-Gate Wet-Mop Handle, x 54,		\$ 8.40			\$ 16.87	\$ 8.99				
Dust Mop Frames/Covers/Scrapers - No Substitutions and Dust Mop Covers must be washable not disposable.											
56	24 x 3 1/2 Dust Mop Frame	\$ 3.27	\$ 3.34			\$ 3.83	\$ 3.99				
57	36 x 3 1/2 Dust Mop Frame	\$ 4.70	\$ 3.96			\$ 3.77	\$ 5.99				
58	60 x 3 1/2 Dust Mop Frame	\$ 7.61	\$ 7.52			\$ 5.79	\$ 8.99				
59	24 x 3 1/2 Dust Mop Cover (cloth)	\$ 4.21	\$ 4.90			\$ 7.89	\$ 83.88				
60	36 x 3 1/2 Dust Mop Cover (cloth)	\$ 6.59	\$ 5.64				\$ 107.88				
61	60 x 3 1/2 Dust Mop Cover (cloth)		\$ 10.48				\$ 191.88				
62	Long Handle Floor Scrapers	\$ 17.36	\$ 12.88			\$ 20.56	\$ 10.99				
63	Replacement Scraper Blades	\$ 6.34	\$ 5.67			\$ 7.64	\$ 49.90				
Gloves											
64	Small Medical Exam Vinyl Gloves (Powder -Free)	\$ 32.50	\$ 23.20		\$ 26.40	\$ 107.91	\$ 49.80	\$ 36.14	\$ 28.75	\$ 34.50	\$ 29.40
65	Medium Medical Exam Vinyl Gloves (Powder Free)	\$ 32.50	\$ 23.20		\$ 26.40	\$ 107.91	\$ 49.80	\$ 36.14	\$ 28.75	\$ 34.50	\$ 29.40
66	Large Medical Exam Vinyl Gloves (Powder Free)	\$ 32.50	\$ 23.20		\$ 26.40	\$ 107.91	\$ 49.80	\$ 36.14	\$ 28.75	\$ 34.50	\$ 29.40
67	X-Large Medical Exam Vinyl Gloves (Powder Free)	\$ 32.50	\$ 23.20		\$ 26.40	\$ 107.91	\$ 49.80	\$ 36.14	\$ 28.75	\$ 34.50	\$ 29.40
Can Liners											
68	24 X 32 - .35 Mil 12-16 Gallon 1000 CS	\$ 31.57	\$ 30.64	\$ 24.00	\$ 35.34	\$ 25.26				\$ 27.50	
69	60 gal. Liners 38 x 58 (1.5 Mil) on Roll - 250 CS	\$ 26.73	\$ 23.32	\$ 29.00	\$ 57.34	\$ 28.51				\$ 20.20	
Trigger Sprayer/Bowl Mops											
70	32 oz. Trigger Sprayers	\$ 0.60	\$ 0.51			\$ 0.84	\$ 1.39	\$ 0.89			
71	Toilet Bowl Brush, 10" Handle, White	\$ 0.83	\$ 1.37			\$ 3.74		\$ 1.81			
Restroom Equipment											
72	Single-Fold Towel Cabinet	\$ 53.88	\$ 19.52				\$ 29.98				
73	Toilet Tissue Holder	\$ 11.71	\$ 9.71				\$ 8.99				
74	Instant Foam Complete Hand Sanitizer 400 ml Pump (IFCA000ML)	\$ 33.31	\$ 35.27								

Bid #3603
Custodial Supplies / Equipment

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

Mailed to 36 vendors

26 vendors did not respond

Recommend: Motion to award to lowest and best bid as shown

To be funded through the Maintenance Department.

06/16/22

Bid #3604 - Toilet Partitions

Descriptiton	Manning Materials
John Coleman Annex	\$ 10,178.00
Daniel McKee	\$ 10,738.00
Smyrna West	\$ 8,788.00
Walter Hill Elementary	\$ 15,678.00
Holloway High	\$ 9,638.00
Individual Partition Price	\$ 1,175.00

Mailed to 6 vendors

5 Vendors did not respond

Recommend: Motion to award to Manning Materials, Inc. for overall lowest and best bid.

To be funded through Capital Projects and GPS

Bid #3605

Track ReSurfacing and ReStriping

Company	Item # A - Track Surfacing and Striping (Polyurethane) - per sq.yd.	Item # B - Track Surfacing and Striping (Acrylic) - per sq. yd.
Competition Athletic Surfaces	\$ 27.00	\$ 12.00
Dynamic Sports Construction, Inc.	\$ 36.24	\$ 28.30

Mailed to 20 vendors
17 vendors did not respond

Recommend: Motion to award to Competition Athletic Surfaces for overall lowest and best bid.

To be funded through the Maintenance Department.

Bid #3606 - Renovation Project - Constructing Walls (Rutherford Co. School Board and Riverdale High)

Item #	Description	CanSon Construction Mgmt, LLC
1	Base Bid (Rutherford Co. School Board)	\$ 15,121.50
2	Base Bid (Riverdale)	\$ 39,315.90
3	Future Jobs per Sq.Ft.	\$ 200.00

Mailed to 40 vendors

39 vendors did not respond

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

To be funded from General Funds

Bid #3607 - Mini Split units (OHS)

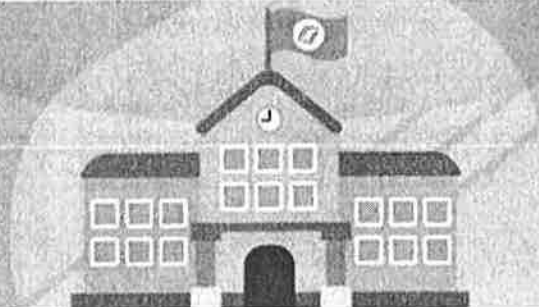
Vendor	Days of Completion	Bid Amount
Kimbro Mechanical	2 weeks and depends on availability of the equipment	\$ 76,011.00
Maynard Select	90	\$ 51,488.23
Roscoe Brown	21	\$ 24,325.00

Mailed to 50 vendors

47 vendors did not respond

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

To be funded through Capital Projects and Maintenance Funds.



Quote ID: 163611

Sales Order For:

Jeannie Williams
RUTHERFORD COUNTY
2240 SOUTHPARK DR
MURFREESBORO, Tennessee 37128
UNITED STATES

Nearpod Contact:

Olivier Rigaud
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004

If you are a Tax-Exempt Customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Orders should be addressed to:

Nearpod Inc.
1855 Griffin Road A-290
Dania Beach, FL 33004

Service Start: 08/01/2022

Service End: 07/31/2023

Description	Quantity	Volume List Price	Discount	Total
<p>Nearpod Premium Plus - District:</p> <p>Nearpod Premium Plus, including unlimited access to:</p> <ul style="list-style-type: none">- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features- Nearpod Lesson Library with 7,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands- Nearpod Video & Activity Library with 5,000+ standards-aligned interactive videos and activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to	District Wide Access	\$232,180.00	(\$73,002.28)	\$159,177.72

Nearpod slides lessons - District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more - Premium Plus lesson delivery features, including Live Teacher Annotation and Co-Teaching				
Nearpod Digital Citizenship and Literacy: A K-12 solution to support instruction in computer science including digital citizenship, coding, applications of technology, and media literacy, featuring resources from Common Sense Education, Typesy, and Code Monkey.	District Wide Access	\$44,650.00	(\$5,546.00)	\$39,104.00
Online Training: Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.	5 - Licenses	\$1,350.00	(\$1,350.00)	\$0.00
			Total	(USD) \$198,281.72

Terms

This Sales Order is valid until: 08/15/2022

Service will run from 08/01/2022 until 07/31/2023, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$198,281.72.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <https://nearpod.com/terms-conditions>, the Nearpod Privacy Policy available online at: <https://nearpod.com/privacy-policy>, the Flocabulary Terms of Use available online at: <https://flocabulary.com/terms-of-use/>, and the Flocabulary Privacy Policy available online at: <https://flocabulary.com/privacy-policy/>, as applicable.

Training Policy

Training Cancellation Policy

Nearpod Confidential. All rights reserved.

Quote Date: January 12, 2022

Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

Minimum Attendance Policy

Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Is a PO Required for Purchase? Yes / No

If Yes, please provide PO number below and submit PO with this Sales Order.

If No, please return this Sales Order with Signature below and indicate payment method.

Purchase Order (Net 30):

Please provide PO #: _____

If PO is not provided, payment is due immediately via Credit Card, Check, ACH, or Wire

Check, ACH or Wire

Credit Card

Please provide email address to receive
secure payment link: _____

Expiration Date: _____

Name on card: _____

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

Purchase Orders should be addressed to:

Nearpod, Inc

1855 Griffin Rd. Suite A-290

Dania Beach, FL 33004

Email: olivier@nearpod.com or FAX: +1 305-655-1999

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Nearpod Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(APPlicable to certain corporations in the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1855 Griffin Road, A290

6 City, state, and ZIP code
Dania Beach, Florida 33004

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

OR

Employer identification number

4 6 - 0 8 9 3 6 7 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Severine Huen*

Date ▶ 1/11/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



QUOTE

Padlet
981 Mission St
San Francisco, CA 94103
TIN: 46-1561634
EU VAT ID: EU372012073
UK VAT ID: 383 2034 14

Quote # 17786
Quote Date Jan 04, 2022
Amount \$8,800.00 (USD)
Expiry Date 31 Jul, 2022 23:59 UTC

BILLED TO
Jeannie Williams
Rutherford County Schools
2240 South Park Drive
Murfreesboro, Tennessee 37128
United States
accountspayable@rcschools.net

DESCRIPTION	UNITS	UNIT PRICE	AMOUNT (USD)
Padlet Backpack Gold	1	\$1,000.00	\$1,000.00
User Licenses	3900	\$2.00	\$7,800.00
Total			\$8,800.00

NOTES

Renewal quote for SY 22-23.

Backpack quotes are subject to Padlet's [terms of service](#).

For W9, bank information, sole source letter, please check this link: [Padlet docs](#)



8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Price Quote

Date 12/16/2021
Quote No. 234446
Acct. No. 03:ru:TN:12217120
Total \$145,500.00
Pricing Expires 5/31/2022

Rutherford County Schools
2240 Southpark Dr
Murfreesboro TN 37128

Payment Schedule	Contract Start	Contract End
net 30	7/1/2022	6/30/2023

Site	Description	Comment	End Date	Qty
1. Rutherford County Schools	Digital Libraries 9-12 Comprehensive Concurrent User (HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)		06/30/2023	300

Site	Description	Comment	End Date	Qty
1. Blackman High School				
2. Central Magnet School				
3. Daniel McKee Alternative School				
4. Eagleville School				
5. Holloway High School				
6. Laverne High School				
7. Oakland High School				
8. Riverdale High School				
9. Rockvale High School				

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Rutherford County Schools

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

Imagine Learning Representative

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Date 12/16/2021
Quote No. 234446
Acct. No. 03:ru:TN:12217120
Total \$145,500.00
Pricing Expires 5/31/2022

Site	Description	Comment	End Date	Qty
10.	Rutherford County Adult Education Ctr			
11.	Rutherford County Home School			
12.	Rutherford County Virtual School			
13.	Siegel High School			
14.	Smyrna High School			
15.	Smyrna West Alternative School			
16.	Stewarts Creek High School			
	Digital Libraries District Pool Access Concurrent User		06/30/2023	16

Subtotal \$145,500.00
Total \$145,500.00



8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Price Quote

Date 4/29/2022
Quote No. 261110
Acct. No. 03:ru:TN:12217120
Total \$21,000.00
Pricing Expires 7/28/2022

Rutherford Co. Board of Education
Attn: Accounts Payable
2240 Southpark Drive
Murfreesboro TN 37128

Payment Schedule	Contract Start	Contract End
PO Required	8/31/2021	8/30/2022

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Rutherford County Juvenile Detention Center	IS 12 Month Reusable Enrollment Single Course Seat		08/30/2022	\$700.00	30	\$21,000.00

Subtotal \$21,000.00
Total \$21,000.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Rutherford County Schools

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

Imagine Learning Representative

Yvonne Parrish

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

MobyMax Quote

MobyMax, LLC
P.O. Box 392385 | Pittsburgh, PA 15251
888-793-8331

Quote For

Quote Date: May 31, 2022
District: Rutherford County Schools
Quote Receiver: Jeannie Williams
Telephone: 615-893-5812
Email Address: scott.anderson@mobymax.com

License Quoted

Subject: **MobyMax ALL Districtwide License**
Complete K-8 curriculum for all subjects including Math, Fact Fluency, Reading, Early Reading, Language, Writing, Science, and Social Studies

Number of Schools: 38 schools
License End: August 11, 2023

Price:	\$132,810.00
Subtotal	\$132,810.00
Discount	\$98,822.00
Subtotal after discount	\$33,988.00

Total amount due:	\$33,988.00
--------------------------	--------------------

Ways to Order

- **Fax to** 1-888-793-8330
- **Email to** billing@mobymax.com
- **Mail to:**
MobyMax
P.O. Box 392385
Pittsburgh, PA 15251
- **Call** 888-793-8331
- **Order online** with credit card or purchase order at www.mobymax.com/order.

Please Include with Purchase Order

- Email address or fax number for accounts payable department
- A copy of this quote
- A copy your tax exemption letter or certificate, if applicable

Quote expires after 90 days.

You can download our current W-9 form at www.MobyMax.com/w9.pdf.



SUBSCRIPTION

finance@playposit.org

PlayPosit

finance@playposit.org
PO Box 316, 4846 Church Lane
Galesville, MD 20765
United States

Phone: (909)908-8044

Fax: n/a

www.playposit.com

BILL TO
Rutherford County
Jeannie Williams
2240 Southpark Drive
Attn: Accounts Payable
Murfreesboro, Tennessee 37128
United States

Invoice Number: 238842119-2022
Invoice Date: March 18, 2022
Payment Due: July 31, 2022
Amount Due (USD): \$37,000.00

Product	Quantity	Price	Amount
District License Annual Subscription 2022-2023 Academic Year (July 31, 2022 - July 30, 2023)	1	\$37,000.00	\$37,000.00

Includes Playlists at no additional fee

Please refer to 2022 Partnership Proposal for complete details.

AdaptivePosit for Districts & Schools

This contract is a direct consequence of the outcomes of PlayPosit's NSF funded Phase I and Phase II Grant activity, especially the capacity for Course Playlist delivery and evidence of increased student engagement through personalized interactive learning based on video complexity.

Payment Terms Please note, payment *MUST* be received by the due date OR within 30 days of receiving this invoice.	0	\$0.00	\$0.00
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PO's are no longer accepted as a completion of payment by the renewal due date. PlayPosit must confirm receipt of the payment by the renewal date in order to avoid a disruption in your service.
Thank you for your cooperation.

Total: \$37,000.00

Amount Due (USD) : \$37,000.00

Notes / Terms

NET 30

ACH transfer: To- PLAYPOSIT, INC. Account #325055024790 routing #121000358. If you need an alternative payment method, please contact finance@playposit.org *All CC Transactions are subject to a 3% processing fee

BrainPOP

Issued By Alicia Cooper
Email aliciac@brainpop.com
Phone 212.574.6035

Account Name Rutherford County Schools
Bill To 2240 Southpark Drive
Murfreesboro, TN 37128
United States

Created Date 6/2/2022
Quote Number 00037265

Contact Name JEANNIE WILLIAMS
Email williamsje@rcschools.net

Please Note: If the person listed above is not the primary contact for your subscription, please let us know.

Product Name	Quantity	Product Description	Discount	Sales Price	Subtotal
School BP 24/7	2.00	Unlimited 24-hour access to over 800 standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP.	100.00%	USD 2,595.00	USD 5,190.00
School BP 24/7	12.00	Unlimited 24-hour access to over 800 standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP.	60.00%	USD 2,595.00	USD 31,140.00
School Combo 24/7	27.00	Unlimited 24-hour access to over one thousand standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP and BrainPOP Jr. Also includes access to BrainPOP Español and Français.	60.00%	USD 3,515.00	USD 94,905.00

Subtotal USD 131,235.00
Discount 61.58%
Grand Total USD 50,418.00

Provisions

Access Recipient	Product	Access Start Date	Access End Date	Provision Price
Christiana Middle School	School BP 24/7	7/1/2022	6/30/2023	USD 1,038.00

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: _____ Authorized Signature: _____

Title: _____ Date: _____

*Please include any applicable tax exemption certificates for the school/district along with your order.

Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription.

Remit to BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax 866-867-6629
Please make all checks payable to 'BrainPOP'. Email: purchaseorders@brainpop.com

BrainPOP

Blackman Middle School	School BP 24/7	7/1/2022	6/30/2023	USD 1,038.00
Siegel Middle School	School BP 24/7	7/1/2022	6/30/2023	USD 1,038.00
Central Magnet School	School BP 24/7	7/1/2022	6/30/2023	USD 1,038.00
Rocky Fork Middle School	School BP 24/7	7/1/2022	6/30/2023	USD 1,038.00
Oakland Middle School	School BP 24/7	7/1/2022	6/30/2023	USD 1,038.00
Stewarts Creek Middle School	School BP 24/7	7/1/2022	6/30/2023	USD 1,038.00
Rockvale Middle School	School BP 24/7	7/1/2022	8/30/2023	USD 1,038.00
Smyrna Middle School	School BP 24/7	7/1/2022	6/30/2023	USD 1,038.00
LaVergne Middle School	School BP 24/7	7/1/2022	6/30/2023	USD 1,038.00
Whitworth-Buchanan Middle School	School BP 24/7	7/1/2022	6/30/2023	USD 1,038.00
Rock Springs Middle School	School BP 24/7	7/1/2022	6/30/2023	USD 1,038.00
Daniel McKee Alternative School	School BP 24/7	7/1/2022	6/30/2023	USD 0.00
Smyrna West Alternative School	School BP 24/7	7/1/2022	6/30/2023	USD 0.00
Barfield Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Blackman Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Brown's Chapel Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Buchanan Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Cedar Grove Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Christiana Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
David Youree Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Eagleville School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Homer Pittard Campus School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
John Coleman Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Kittrell Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Lascassas Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
LaVergne Lake Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Mcfadden School Of Excellence	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Plainview Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Rock Springs Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: _____ Authorized Signature: _____

Title: _____ Date: _____

*Please include any applicable tax exemption certificates for the school/district along with your order.

Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription.

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Please make all checks payable to 'BrainPOP'. Email: purchaseorders@brainpop.com

BrainPOP

Rockvale Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Rocky Fork Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Roy L Waldron Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Rutherford County Virtual School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Smyrna Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Smyrna Primary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Stewarts Creek Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Stewartsboro Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Thurman Francis Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Walter Hill Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00
Wilson Elementary School	School Combo 24/7	7/1/2022	6/30/2023	USD 1,406.00

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: _____ Authorized Signature: _____

Title: _____ Date: _____

*Please include any applicable tax exemption certificates for the school/district along with your order.

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RENEWAL QUOTE

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Issue Date	06/07/2022
Expiration Date	09/30/2022
Customer#	4160820
Customer	RUTHERFORD CO SCHS

RUTHERFORD CO SCHS
2240 SOUTHPARK BLVD
MURFREESBORO TN 37128

Quote Summary		Payable in USD
Quote Total		\$83,640.55
Applicable taxes are NOT included Service Expiration Dates are displayed at each line item below		

Mail Purchase Order with Quote or include Quote number on Purchase Order

Mail Payment (Check)
Follett School Solutions, LLC
91826 Collection Center Drive
Chicago, IL 60693 USA

Follett School Solutions, LLC.
1340 Ridgeview Drive
McHenry, IL 60050 USA
Email: FSOrders@follett.com

Quote Details

Item Number / Description		Renewal Months	Current Expiration Date	New Expiration Date	Amount
BARFIELD ELEM SCH - 4101981					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total					\$1,655.33
BLACKMAN ELEM SCH - 4100022					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total					\$1,655.33
BLACKMAN HIGH SCH - 4102044					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total					\$1,655.33
BLACKMAN MDL SCH - 4100092					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total					\$1,655.33
BROWNS CHAPEL ELEM SCH - 4102265					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87

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RENEWAL QUOTE

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Quote#	7647282
Issue Date	06/07/2022
Expiration Date	09/30/2022
Customer#	4160820
Customer	RUTHERFORD CO SCHS

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
CEDAR GROVE ELEM SCH - 4101933				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
CHRISTIANA ELEM SCH - 4160385				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
CHRISTIANA MDL SCH - 4101792				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
CTRL MDL SCH - 4100733				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
DANIEL MCKEE ALT SCH - 4101065				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
DAVID YOUREE ELEM SCH - 4176197				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
EAGLEVILLE SCH 6-12 - 4122800				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87

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RENEWAL QUOTE

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Quote#	7647282
Issue Date	06/07/2022
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Customer	RUTHERFORD CO SCHS

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
HOLLOWAY HIGH SCH - 4100735				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
HOMER PITTARD CAMPUS SCH - 4160665				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
JOHN BUCHANAN ELEM SCH - 4160821				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
JOHN COLEMON SCH - 4100734				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
KITTRELL SCH - 4172390				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
LA VERGNE MDL SCH - 4102109				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
LASCASSAS SCH - 4143766				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87

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RENEWAL QUOTE

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Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
LAVERGNE HIGH SCH - 4143780				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
LAVERGNE LAKE ELEM SCH - 4102233				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
MCFADDEN SCH OF EXCELLENCE - 4160660				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
OAKLAND HIGH SCH - 4160740				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
OAKLAND MDL SCH - 4102349				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
PLAINVIEW ELEM SCH - 4103333				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	13	07/14/2022	08/31/2023	\$808.03
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/13/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	13	07/14/2022	08/31/2023	\$115.29
Site Total				\$1,726.35
RIVERDALE HIGH SCH - 4160790				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87

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Expiration Date	09/30/2022
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
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48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
ROCK SPGS MDL SCH - 4100557				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
ROCKVALE HIGH SCH - 4103278				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
ROCKVALE MDL SCH - 4102253				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
ROCKVALE SCH - 4173225				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
ROCKY FORK ELEM SCH - 4103275				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
ROCKY FORK MDL SCH - 4103206				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87

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RENEWAL QUOTE

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Quote#	7647282
Issue Date	06/07/2022
Expiration Date	09/30/2022
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Customer	RUTHERFORD CO SCHS

Quote Details

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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
ROY WALDRON ANNEX - 4143787				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
ROY WALDRON SCH - 4101147				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
RUTHERFORD CO SCHS CTRL OFFICE - 4103318				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
Site Total				\$803.03
SIEGEL HIGH SCH - 4100814				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
SIEGEL MDL SCH - 4100025				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
SMYRNA ELEM SCH - 4176191				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
Site Total				\$1,655.33
SMYRNA HIGH SCH - 4101708				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43

If you have any questions about this quote, please contact us:

US: 708-884-5100 or email softwarecs@follett.com

Canada: 877-857-7870 or email canada@follett.com

Outside the US or Canada: email international@follett.com

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RENEWAL QUOTE

Page	7
Quote#	7647282
Issue Date	06/07/2022
Expiration Date	09/30/2022
Customer#	4160820
Customer	RUTHERFORD CO SCHS

Quote Details

Item Number / Description		Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total	\$1,655.33
SMYRNA MDL SCH LIB - 4176195					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
				Site Total	\$1,655.33
SMYRNA PRIM SCH - 4176192					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
				Site Total	\$1,655.33
SMYRNA WEST ALT SCH - 4176194					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
				Site Total	\$1,655.33
STEWARTS CREEK ELEM SCH - 4102129					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
				Site Total	\$1,655.33
STEWARTS CREEK HIGH SCH - 4102847					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
				Site Total	\$1,655.33
STEWARTS CREEK MDL SCH - 4102128					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
				Site Total	\$1,655.33
STEWARTSBORO ELEM SCH - 4105848					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43

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Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total
				\$1,655.33
THURMAN FRANCIS ARTS ACAD - 4176185				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
				Site Total
				\$1,655.33
WALTER HILL SCH - 4160880				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
				Site Total
				\$1,655.33
WHITWORTH-BUCHANAN MDL SCH - 4102367				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
				Site Total
				\$1,655.33
WILSON ELEM SCH - 4100021				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$745.87
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	08/31/2022	08/31/2023	\$803.03
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$106.43
				Site Total
				\$1,655.33

End of Quote

If you have any questions about this quote, please contact us:
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BILL OF MATERIALS

Renewal	Today's Date	6/1/2022	<input type="checkbox"/> Auto Renew	AUTO RENEW IS ON
Partner	CDW	Renewal Term Date	7/1/2022 to 7/1/2023	Zoom AE: Stephanie Miller
Customer	Rutherford County Schools	Quote Expiration Date	6/11/2022	Zoom AE email: stephanie.miller@zoom.us



Initial Term (months)	Renewal Term (months)	Billing Frequency	Product Category	Part Number (SKU)	Product Description	Tier	Tier Start	Tier End	Quantity	SKU Pricing	Extended Cost	
1	12	12	Paid Annually	Zoom Education	PAR1-EDU3-BASE-ST1Y	EDU Site - 2500-4999 F&S Count - 1 Year Prepay	3	N/A	N/A	1	\$50,750.00	\$50,750.00
2	12	12	Paid Annually	No Cost Licenses	PAR-EDU-BASE-INCL	Education License - Included at No Cost. Any reduced	N/A	N/A	N/A	48000	Included at No Cost	
3	12	12	Paid Annually	Zoom Rooms	PAR1-ROOM-BASE-RM1Y	Zoom Rooms - 1 Year Prepay	1	N/A	N/A	1	\$499.00	\$499.00
4												
5												

Additional Information

Zoom End User License Agreement

Sale Price Totals

Extended Total Cost	\$51,249.00
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BILL OF MATERIALS

Renewal		Today's Date	6/1/2022	<input checked="" type="checkbox"/> Auto Renew	AUTO RENEW IS ON
Partner	CDW	Renewal Term Date	7/2/2022 to 7/2/2023	Zoom AE :	Stephanie Miller
Customer	Rutherford County Schools	Quote Expiration Date	6/11/2022	Zoom AE email :	stephanie.miller@zoom.us



	Initial Term (months)	Renewal Term (months)	Billing Frequency	Product Category	Part Number (SKU)	Product Description	Tier	Tier Start	Tier End	Quantity	SKU Pricing	Extended Cost
1.	12	12	Paid Annually	Zoom Education	PAR1-EDU3-BASE-ST1Y	EDU Site - 2500-4999 F&S Count - 1 Year Prepay	3	N/A	N/A	1	\$50,750.00	\$50,750.00
2.	12	12	Paid Annually	No Cost Licenses	PAR-EDU-BASE-INCL	Education License - Included at No Cost. Any reduc	N/A	N/A	N/A	48000	Included at No Cost	
3.	12	12	Paid Annually	Zoom Rooms	PAR1-ROOM-BASE-RM1Y	Zoom Rooms - 1 Year Prepay	1	NA	NA	1	\$499.00	\$499.00
4.												
5.												

Additional Information

Sale Price Totals

Zoom End User License Agreement

Extended Total Cost

\$51,249.00

Director of Schools' Evaluation

2020-2021

Performance Goals & Objectives Categories

In an effort to promote continued professional growth and improvement, please evaluate the Director of Rutherford County Schools in the following areas.

Performance Goals & Objectives	Poor	Fair	Good	Excellent
1. Improve the Academic Performance of All Students.	1	2	3	4
2. Create a Safe and Nurturing Environment for Students, Staff and the Educational Environment.	1	2	3	4
3. Promote Parental and Community Involvement.	1	2	3	4
4. Recruit, Select, and Retain Exemplary School District Personnel.	1	2	3	4
5. Create Opportunities which Prepare Students for Responsible Citizenship and Life-long Learning.	1	2	3	4

Areas of Improvement or Other Suggestions/Comments

2020-2021 Board Assessments

BOARD RELATIONSHIP	Significantly Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Significantly below Expectations
1. Keeps all board members informed on issues, needs and operation of the school system.					
2. Keeps board informed of employment, promotion, and dismissal of personnel					
3. Has a harmonious relationship with the board					
4. Offers professional advice to the board on items requiring board actions, with appropriate recommendations based on thorough with appropriate recommendations based on thorough study and analysis					
5. Maintains a high degree of understanding and respect between staff and the board					
COMMUNITY RELATIONSHIPS					
1. Is an effective spokesperson for the school system					
2. Models the highest professional standards to the community					
3. Builds public support for the school district					
4. Develops cooperative relationships with the news media					
5. Works effectively with public and private agencies					
STAFF AND PERSONNEL RELATIONSHIPS					
1. Develops good staff morale and loyalty to the system					
2. Treats all personnel fairly					
3. Delegates authority to staff members appropriately					
4. Recruits and assigns the best available personnel					
5. Organizes a planned program of staff evaluation					

FACILITIES AND FINANCE					
1. Demonstrates knowledge of school facilities and develops a process that builds support for building needs					
2. Ensures the maintenance of school property and the safety of personnel and property					
3. Provides accurate and timely reports to the board on the financial condition of the school system					
4. Ensures that expenditures are within the limits approved by the board					
5. Evaluates financial needs and makes recommendations for adequate financing					
VISION					
1. Works effectively with board, staff, and community to develop long-range strategic plans					
2. Keeps board and community informed of progress towards long-range goals					
3. Facilitates a community informed of progress towards long-range plans					
4. Clearly articulates system's vision, mission and priorities to community and media					
5. Inspires others to achieve the vision of the school system					
STUDENT ACHIEVEMENT					
1. Develops, implements, promotes and monitors continuous improvement in student achievement					
2. Applies effective methods of providing, monitoring, evaluating and reporting student achievement					
3. Promotes academic rigor and excellence for students					
4. Maintains a current knowledge of developments in curriculum and instruction					
5. Reviews, reports and reacts appropriately to state accountability measures					

Comments

Board Member Signature



Rutherford County
Director of Schools
Performance Evaluation Instrument

Performance Evaluation Guidelines

1. An Annual evaluation of the Director of Schools shall take place in June.
2. The evaluation shall be based on the duties and responsibilities of the Director of Schools as set forth by the laws of the State of Tennessee and his contract.
3. The evaluation instrument utilized in this process shall be cooperatively developed by the Board and Director of Schools.
4. The evaluation rating scale to be used is as follows:

5 – Significantly above expectations
4 – Above expectations
3 – At expectations
2 – Below expectations
1 – Significantly below expectations

5. A satisfactory score will be if the average overall score is 3.00 or above.
6. Weighted sectional averages will be:

Section I Qualitative:
Appendix A- Administrator Survey 25 %
Appendix B- Board Observational Data 25 %

Section II Quantitative:
Appendix C- Achievement of Board 50 %
Goals/Strategic Plan

7. Appendix A needs to be distributed to administrators in May in order to be completed and included in the written evaluation to Director of Schools in June.
8. Appendix B and C needs to be distributed to all board members in May in order to be completed and included in the written evaluation to Director of Schools in June.
9. The Board shall meet with the Director of Schools to discuss the evaluation results at the June board meeting. The evaluation shall include a recommendation for improvement in any areas where the Board deems the Director of School's performance to be unsatisfactory or in need of improvement.
10. The Director of Schools shall have the right to make a written or oral response to the evaluation.
11. A copy of the written evaluation shall be delivered to the Director of Schools two weeks prior to the June board meeting.

SECTION I – QUALITATIVE

APPENDIX A – Administrator Survey

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

SECTION I – QUALITATIVE

APPENDIX B – Board Observational Data

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

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

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

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

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

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

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

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

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

SECTION II – QUANTITATIVE

APPENDIX C – Achievement of Board Goals/Strategic Plan

Annual Objectives	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
1. Chronic Absenteeism: All students in all grades reach AMO Target of ____.					
2. Chronic Absenteeism: Black/Hispanic/Native American in all grades reach AMO Target of ____.					
3. Chronic Absenteeism: Economically disadvantaged in all grades reach AMO Target of ____.					
4. Chronic Absenteeism: English learners with transitional 1-4 in all grades reach AMO Target of ____.					
5. Chronic Absenteeism: Students with disabilities in all grades reach AMO Target of ____.					
6. ELPA: All students in all grades reach AMO Target of ____.					
7. ELPA: Black/Hispanic/Native American in all grades reach AMO Target of ____.					
8. ELPA: Economically disadvantaged in all grades reach AMO Target of ____.					
9. ELPA: English learners in all grades reach AMO Target of ____.					
10. ELPA: Students with disabilities in all grades reach AMO Target of ____.					
11. Graduation Rate: All students in 9 th through 12 th grades reach AMO Target of ____.					
12. Graduation Rate: Black/Hispanic/Native American in 9 th through 12 th grade reach AMO Target of ____.					
13. Graduation Rate: Economically disadvantaged in 9 th through 12 th grade reach AMO Target of ____.					
14. Graduation Rate: English learners with transitional 1-4 in 9 th through 12 th grade reach AMO Target of ____.					
15. Graduation Rate: Students with disabilities in 9 th through 12 th grade reach AMO Target of ____.					
16. Success Rate: All students in 3 rd through 5 th grade reach AMO Target of ____.					
17. Success Rate: All students in 6 th through 8 th grade reach AMO Target of ____.					

18. Success Rate: All students in 9 th through 12 th grade reach AMO Target of ____.					
19. Success Rate: Black/Hispanic/Native American in 3 rd through 5 th grade reach AMO Target of ____.					
20. Success Rate: Black/Hispanic/Native American in 6 th through 8 th grade reach AMO Target of ____.					
21. Success Rate: Black/Hispanic/Native American in 9 th through 12 th grade reach AMO Target of ____.					
22. Success Rate: Economically disadvantaged in 3 rd through 5 th grade reach AMO Target of ____.					
23. Success Rate: Economically disadvantaged in 6 th through 8 th grade reach AMO Target of ____.					
24. Success Rate: Economically disadvantaged in 9 th through 12 th grade reach AMO Target of ____.					
25. Success Rate: English learners with transitional 1-4 in 3 rd through 5 th grade reach AMO Target of ____.					
26. Success Rate: English learners with transitional 1-4 in 6 th through 8 th grade reach AMO Target of ____.					
27. Success Rate: English learners with transitional 1-4 in 9 th through 12 th grade reach AMO Target of ____.					
28. Success Rate: Students with disabilities in 3 rd through 5 th grade reach AMO Target of ____.					
29. Success Rate: Students with disabilities in 6 th through 8 th grade reach AMO Target of ____.					
30. Success Rate: Students with disabilities in 9 th through 12 th grade reach AMO Target of ____.					
31. Maintain teacher retention rate of 90% or higher.					
32. Enhance staffing funding formula to provide support for schools with largest number of at-risk students.					
33. Provide teacher leaders, instructional coaches, and curriculum leads to develop capacity of individual teachers, instructional teams, and PLCs.					
34. Increase effectiveness of district wide Professional Development framework by conducting a survey using the Likert scale.					
35. Collaborate between Instruction Department and lead teachers to provide each tested content area an aligned curriculum map and effective instructional resources.					
36. Develop parent focus groups for each grade band to receive feedback on areas of improvement.					
37. Enhance school staffing formula to provide support for school serving the largest number of students of need.					
38. Attain Level 3 or higher in school-wide growth composite in 80% of schools.					
39. Decrease number of teachers scoring a 1 for a single year growth score by 10%.					

40. Earn Exemplary district status.					
41. Increase number of students earning industry certification in CTE to 800 or more.					
42. Provide training for certified employees to support growing and diverse student population.					
43. Pursue recurring alternative revenue streams for operating and capital needs.					
44. Identify best practices and funding for cost reduction projects.					
45. Install payroll timekeeping system for all school system hourly classified employees to more accurately track employee time and give all school principals and managers real-time information on staff work times and overtime usage.					
46. Increase the ending fund balance of the school cafeteria fund to the equivalent of three months of operating expenditures to ensure adequate cash flow for ongoing cafeteria operations. Then utilize the additional funds for school cafeteria equipment upgrades and cafeteria redesigns.					
47. Replace roofs as identified in strategic plan timeline.					
48. Replace oldest HVAC units as identified in strategic plan timeline.					
49. Subcontract the removal, cleaning and replacement of HVAC units.					
50. Rekey buildings with multiple key systems to Primus/Blank exterior classroom doors as needed.					
51. Repair/replace outdated and unsafe equipment, bleachers and stadium.					
52. Bid and manage in-house, the system wide changeover to LED lighting.					
53. Add four-person HVAC filter crew to decrease maintenance issues.					
54. Hire one employee for each trade - Electrical, Plumbing, HVAC, Construction.					
55. Install submeters to monitor energy or access to existing meters through electric departments.					
56. Evaluate high energy schools to identify equipment that needs to be replaced.					
57. Decrease utility costs by developing methods to maximize energy savings.					
58. Identify additional equipment training for maintenance personnel.					
59. Replace two older fire alarm systems.					
60. Replace 1,000 teacher computers at each school site using the current Dell contract.					

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

Director of Schools Overall Evaluation Score

Section I Qualitative:

Appendix A-Administrator Survey 25 % x _____ = _____

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

Section II Quantitative:

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

Overall Evaluation Score: _____

**Service Agreement
Between
Rutheford County Schools
And
Proximity Learning Inc.**

This Service Agreement (Agreement) is made between Rutheford County Schools (RCS or the District) and Proximity Learning Inc. (Independent Contractor).

RCS and Independent Contractor agree as follows:

Article 1. SCOPE OF SERVICES

At the request of RCS, Independent Contractor agrees to implement the online instructional program in RCS based on pricing as detailed on Exhibit A, which is attached and incorporated by reference. RCS will be able to add and drop instructors throughout the year based on school need.

RCS will request a quote for services from PLI based on pricing provided in Exhibit A each time a teacher is requested by a school. Each quote must be signed and sent to PLI for services to be rendered.

Article 2. CONTACTS

The Independent Contractor's contact person is Evan Erdberg at eerdberg@proxlearn.com.

The District's contact person is Dr. Andrea Anthony at anthonya@rcschools.net

Article 3. TERM/TERMINATION

- 3.1 **Term.** The term of this Agreement (Term) shall begin on July 1, 2022 and end on June 30, 2023 unless terminated earlier in accordance with the terms and conditions set forth below. This agreement will have a mandatory two-month minimum term and cannot be terminated without cause in the first two months.
- 3.2 **Termination without Cause.** The District reserves the right to terminate the Agreement without cause by giving the Independent Contractor thirty days written notice after the two-month minimum has been met. Unless instructed otherwise by the District, Independent Contractor will cease work within 30 days upon receipt of the notice once the two-month minimum has been met. Upon submission of an invoice, Independent Contractor will be compensated for work performed in good faith prior to its receipt of the notice.
- 3.3 **Termination with Cause.** Either party reserves the right to terminate this Agreement if the other party fails to comply with any terms or conditions of this Agreement and such failure is not cured within 30 days following receipt of written notice from the objecting party. The Independent Contractor will be compensated for those services satisfactorily provided.

- 3.4 **Return of Documentation.** Upon the expiration or termination of this Agreement, the Independent Contractor shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the Independent Contractor.

Article 4. APPROVAL CONDITIONS

- 4.1 **Executed Agreement.** This Agreement will not become effective until an understanding is reached between the parties and the Agreement has been fully-executed.
- 4.2 **Employment Eligibility** Independent contractor must be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services to be provided, to the extent allowed by the E-Verify Work Authorization Program of the United States (E-Verify). A business entity must affirm the same through sworn affidavit and provision of documentation, as well as sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services to be provided.

Article 5. COMPENSATION

- 5.1 **Fee.** RCS agrees to pay PLI for services provided while the Agreement is in effect. Refer to Exhibit A.
- 5.2 **Expenses.** The Independent Contractor understands and agrees that the above compensation is inclusive of all expenses.
- 5.3 **Payment and Invoice Procedures.** On a monthly basis, the Independent Contractor will invoice the District for services. The District will provide payment to the Independent Contractor within thirty days of receipt of a properly submitted invoice. The invoice must be an itemized billing statement with a unique invoice number showing the description, location, time, and date of services, and should be sent to:

Department:
Name:
Title:
Address:

- 5.4 **Billing Dispute.** In the event of a dispute over the amount billed, the disputed amount will not be paid until the dispute is resolved and there is an agreed-upon amount that is owed to the Independent Contractor. If there is an undisputed amount under said invoice, it shall be paid in accordance to the provisions provided pursuant to this article.

Article 6. INDEPENDENT CONTRACTOR

- 6.1 **Independent Contractor Status.** The parties agree the terms of this Agreement do not constitute a formation of a partnership, joint venture, employer-employee, or other relationship and no form of agency exist between the parties. The Independent Contractor represents and warrants that it is now and shall remain a separate and independent entity from the District.
- 6.2 **Submission of Forms W-9.** If it has not already done so, the Independent Contractor will submit a completed Form W-9 entitled "Request for Taxpayer Identification Number and Certification" with the correct social security number or federal identification number, as well as a completed Vendor Registration Form.

Article 7. INDEPENDENT CONTRACTOR'S PERSONNEL

- 7.1 **Assignment of the Independent Contractor's Personnel.** The Independent Contractor will employ and assign qualified Personnel to the District's account in a sufficient number in order to provide and successfully complete the services contemplated under this Agreement.
- 7.2 **Control of Personnel and Work.** The Independent Contractor understands and agrees that it is solely responsible for the selection, qualification, performance, workmanship, quality of services, licensing, and compliance with the terms and conditions hereunder for all Personnel providing services relevant to this Agreement and that it shall have sole control over the means and details of performing the services.

Article 8. OWNERSHIP

- 8.1 **District-Owned Property.** All equipment, materials, drawings, software, or data of every description (Property) that the Independent Contractor receives directly or indirectly from the District or from a third party on behalf of the District or that is paid for, in whole or in part, by the District, is the Property of the District. The Independent Contractor must safeguard all said Property throughout the duration of this Agreement and must return all Property to the District upon the District's request or upon the termination or expiration of this Agreement, whichever is earlier.

Article 9. INDEPENDENT CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 9.1 **State Registration.** The Independent Contractor shall be properly registered with the Secretary of State if requested.
- 9.2 **Service Warranty.** All Personnel assigned to provide services under this Agreement will have the relevant expertise, skills, training, professional education, certification, and licensing to perform the services in a professional manner.
- 9.3 **Non-Discrimination.** During the performance of its obligations under this Agreement, the Independent Contractor agrees that it will not discriminate against

any person on the basis of sex, race, religion, color, national origin, ancestry, age, disability, sexual orientation or any other factor prohibited by law.

9.4 **Compliance with Laws.** During the performance of its obligations under this Agreement, the Independent Contractor agrees to conduct its activities in strict compliance with all applicable federal, state, and local laws, as well as the policies and procedures of the District.

9.5 **No Enticement.** Neither the Independent Contractor nor any of the Independent Contractor's Personnel has offered or given anything of value to District employees to secure this Agreement.

Article 10. SUBCONTRACTS

10.1 **Use of Subcontractors.** The Independent Contractor may not subcontract any portion of the services without the District's prior written consent.

Article 11. RECORDS, ACCOUNTING, AND EVALUATIONS OF SERVICES

11.1 **Maintenance of Books and Records.** Upon receipt of written notice by the District, the Independent Contractor shall allow the District access to the books and records as may be reasonably required to verify services provided under this Agreement. The Independent Contractor understands that such records must be maintained for at least three years after the termination or expiration of the Agreement.

Article 12. CONFIDENTIALITY

12.1 **District/Student Information.** The Independent Contractor agrees to keep confidential and not to disclose to third parties any information provided by the District pursuant to this Agreement without the District's prior written consent. Any access to the confidential information of any District student shall be in compliance with the Family Educational Rights and Privacy Act (FERPA). This provision shall survive expiration or termination of this Agreement.

12.2 **Return of Confidential Information.** After expiration or termination of this Agreement, the Independent Contractor must return all confidential information given to or generated by the Independent Contractor.

Article 13. INSURANCE

Independent Contractor shall maintain such insurance as will protect it from claims which may arise out of or result from its obligations under this Agreement as follows:

13.1 **Workers' Compensation.** The Independent Contractor agrees to maintain workers' compensation insurance throughout the term of this Agreement for its employees as statutorily required.

- 13.2 **General Liability.** The Independent Contractor agrees to maintain general liability insurance throughout the term of this Agreement with the following minimum limits of liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- 13.3 **Professional Liability.** If applicable, the Independent Contractor agrees to maintain professional liability insurance throughout the term of this Agreement with the following minimum limits of liability: \$1,000,000 per claim and \$2,000,000 in the aggregate.
- 13.4 **No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of sovereign immunity available to any of the parties under applicable state governmental immunities law.
- 13.5 **Proof of Insurance.** The Independent Contractor will provide proof of insurance prior to services being performed. Failure by the Independent Contractor to provide any insurance as requested under this article will not relieve it of any contractual obligation or responsibility. RCS shall receive thirty (30) days prior written notice of any cancellation, non-renewal, or reduction of coverage of any of the policies.

Article 14. INDEMNIFICATION

- 14.1 **Indemnification.** To the fullest extent allowed by law, Independent Contractor agrees to indemnify and hold harmless the District, its officers, agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of the Independent Contractor, its employees or agents, in the provision of services under this Agreement.

Article 15. NOTICE

Communications relating to this Agreement should be sent via email or certified mail to the following:

District:

Your School District

Name:

Title:

Email:

Address:

Independent Contractor:

Proximity Learning Inc.

Attention: Evan Erdberg

1800 E 4th St Ste 131

Austin, TX 78702

Email: Eerdberg@proxlearn.com

Article 16. GENERAL

- 16.1 **Successors and Assignments.** The Independent Contractor and its partners, successors, executors, administrators, and representatives are bound to the District in respect to all terms, covenants, agreements, and obligations. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 16.2 **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the state of Tennessee. Venue for any and all legal action regarding or arising out of the transactions covered herein shall be solely in the appropriate court in and for Tennessee.
- 16.3 **Force Majeure.** Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.
- 16.4 **Amendments.** The Agreement may be altered, amended, changed, or modified only by written agreement executed by authorized representatives of the parties.
- 16.5 **No Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this Agreement.
- 16.6 **Survival.** All representations, warranties, and statements of indemnification shall survive termination or cancellation of the Agreement.
- 16.7 **Entire Agreement.** This Agreement and any exhibits constitute the entire understanding of the parties and supersedes all prior agreements, discussions and correspondence.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed and do each represent that their respective signatory whose signature appears below is authorized to execute this Agreement.

Your School District

By: _____

Name: _____

Title: _____

Date: _____

PROXIMITY LEARNING INC.

By: _____

Name: _____

Title: _____

Date: _____



2022-23 Rutheford County Schools - Lavergne High School Math, English, ESL, & Spanish

Quote created on May 5, 2022 - Reference: 20220505-185732736

For Rutheford County Schools - Andrea Anthony [Show details](#)

Comments

Signed agreement with class schedule required by May 31, 2022 to maintain per section price quoted

Michael Robinson EdD - Vice President of School Partnerships & Business Development at Proximity Learning



Products & Services

4 Days per Week 61-90 Minutes Live Instruction--School Year Commitment

4 x \$12,648.00

SKU 202122063

Live Instruction; 61-90 minutes per section

4 sections Algebra 1

1 Day per Week Up To 60 Minutes Live Instruction--School Year Commitment

8 x \$3,876.00

SKU 202122012

Live Instruction; up to 60 minutes per section

8 sections Algebra 1

4 Days per Week 61-90 Minutes Live Instruction--School Year Commitment

4 x \$12,648.00

SKU 202122063

Live Instruction; 61-90 minutes per section

4 sections Algebra 2

1 Day per Week Up To 60 Minutes Live Instruction--School Year Commitment

8 x \$3,876.00

SKU 202122012

Live Instruction; up to 60 minutes per section

8 sections Algebra 2

4 Days per Week 61-90 Minutes Live Instruction--School Year Commitment

4 x \$12,648.00

SKU 202122063

Live Instruction; 61-90 minutes per section

4 sections Geometry

1 Day per Week Up To 60 Minutes Live Instruction--School Year Commitment

8 x \$3,876.00

SKU 202122012

Live Instruction; up to 60 minutes per section

8 sections Geometry

4 Days per Week 61-90 Minutes Live Instruction--School Year Commitment

4 x \$12,648.00

SKU 202122063

Live Instruction; 61-90 minutes per section

4 sections English 1 (HS)

1 Day per Week Up To 60 Minutes Live Instruction--School Year Commitment

8 x \$3,876.00

SKU 202122012

Live Instruction; up to 60 minutes per section

8 sections English 1 (HS)

4 Days per Week 61-90 Minutes Live Instruction--School Year Commitment

4 x \$12,648.00

SKU 202122063

Live Instruction; 61-90 minutes per section

4 sections English 2 (HS)

1 Day per Week Up To 60 Minutes Live Instruction--School Year Commitment

8 x \$3,876.00

SKU 202122012

Live Instruction; up to 60 minutes per section

8 sections English 2 (HS)

4 Days per Week 61-90 Minutes Live Instruction--School Year Commitment

4 x \$12,648.00

SKU 202122063

Live Instruction; 61-90 minutes per section

4 sections English 3 (HS)

1 Day per Week Up To 60 Minutes Live Instruction--School Year Commitment

8 x \$3,876.00

SKU 202122012

Live Instruction; up to 60 minutes per section

8 sections English 3 (HS)

4 Days per Week 61-90 Minutes Live Instruction--School Year Commitment

4 x \$12,648.00

SKU 202122063

Live Instruction; 61-90 minutes per section

2 sections ESL

1 Day per Week Up To 60 Minutes Live Instruction--School Year Commitment

8 x \$3,876.00

SKU 202122012

Live Instruction; up to 60 minutes per section

2 sections ESL

4 Days per Week 61-90 Minutes Live Instruction--School Year Commitment

4 x \$12,648.00

SKU 202122063

Live Instruction; 61-90 minutes per section

4 sections ESL

1 Day per Week Up To 60 Minutes Live Instruction--School Year Commitment

8 x \$3,876.00

SKU 202122012

Live Instruction; up to 60 minutes per section

8 sections ESL

4 Days per Week 61-90 Minutes Live Instruction--School Year Commitment

4 x \$12,648.00

SKU 202122063

Live Instruction; 61-90 minutes per section

4 sections Spanish 1

1 Day per Week Up To 60 Minutes Live Instruction--School Year Commitment

8 x \$3,876.00

SKU 202122012

Live Instruction; up to 60 minutes per section

8 sections Spanish 1

Phone Support Fee

108 x \$299.99

SKU 202122302

Optional add-on phone support

Set-up & Support Fee

108 x \$299.99

SKU 202122243

Class Set-Up, User Licenses, Facilitator On-Boarding, Technical Support, & CSS Team support

District Webinar Membership 2022-23

1 x \$0.00

SKU 202122296

Access to monthly exclusive webinars hosted by PLI and addressing trending virtual instruction areas of interest. From panels to 1:1 interviews to lectures, our thought leadership webinars are designed to keep educational leaders informed, engaged, and inspired to make a difference in the virtual classroom

One-time subtotal \$799,197.84**Total** \$799,197.84

This quote expires on August 3, 2022.

Purchase Terms

- By signing this agreement, you are locking in the discounted price for the full school year.
- If client terminates service, client will be responsible for paying 100% of total agreement.
- All payments are Net 30 days. Invoice will be delivered on the final day of the month services begin.
- Any participation in this service will constitute acceptance of this agreement.
- The original content, features, and functionality are owned by Proximity Learning, Inc. and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- Total price does not include sales, value added or similar taxes of any nature. Client shall pay applicable taxes when invoiced by Proximity Learning, Inc. or shall supply appropriate tax exemption certificates in a form satisfactory to Proximity Learning, Inc.
- By signing this document you agree to the terms and services listed on the company website: <https://www.proxlearn.com/policies/terms-of-service>
- The company reserves the right to change these conditions from time to time as it sees fit and your continued use of PLI services will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site.
- Client will receive initial outreach email for implementation when PLI is ready to on-board. Client will have 1 week to respond. If client does not respond, PLI will make 2nd attempt. Client will have 1 week to respond to the 2nd attempt. After the 2nd attempt PLI will make a 3rd attempt and the client will have 2 business days to respond to 3rd attempt. If client does not respond to the 3rd attempt the contract will be cancelled and the client will be billed 20% of contract value to cover PLI costs associated with implementation.

Signature

Signature

Date

Printed name



2022-23 Rutheford County Schools - Lavergne Middle School ESL & Math

Quote created on May 5, 2022 - Reference: 20220505-115750958

For Rutheford County Schools - Andrea Anthony [Show details](#)

Comments

Signed agreement with class schedule required by May 31, 2022 to maintain per section price quoted

Michael Robinson EdD - Vice President of School Partnerships & Business Development at Proximity Learning



Products & Services

5 Days per Week 61-90 Minutes Live Instruction--School Year Commitment

4 x \$13,770.00

SKU 202122087

Live Instruction; 61-90 minutes per section
4 sections Math 7

5 Days per Week 61-90 Minutes Live Instruction--School Year Commitment

4 x \$13,770.00

SKU 202122087

Live Instruction; 61-90 minutes per section
4 sections Math 8

5 Days per Week 61-90 Minutes Live Instruction--School Year Commitment

4 x \$13,770.00

SKU 202122087

Live Instruction; 61-90 minutes per section
4 sections ESL

Phone Support Fee

12 x \$299.99

SKU 202122302

Optional add-on phone support

Set-up & Support Fee

12 x \$299.99

SKU 202122243

Class Set-Up, User Licenses, Facilitator On-Boarding, Technical Support, & CSS Team support

District Webinar Membership 2022-23

1 x \$0.00

SKU 202122296

Access to monthly exclusive webinars hosted by PLI and addressing trending virtual instruction areas of interest. From panels to 1:1 interviews to lectures, our thought leadership webinars are designed to keep educational leaders informed, engaged, and inspired to make a difference in the virtual classroom

One-time subtotal \$172,439.76

Total \$172,439.76

This quote expires on August 3, 2022.

Purchase Terms

- By signing this agreement, you are locking in the discounted price for the full school year.
- If client terminates service, client will be responsible for paying 100% of total agreement.
- All payments are Net 30 days. Invoice will be delivered on the final day of the month services begin.
- Any participation in this service will constitute acceptance of this agreement.
- The original content, features, and functionality are owned by Proximity Learning, Inc. and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- Total price does not include sales, value added or similar taxes of any nature. Client shall pay applicable taxes when invoiced by Proximity Learning, Inc. or shall supply appropriate tax exemption certificates in a form satisfactory to Proximity Learning, Inc.
- By signing this document you agree to the terms and services listed on the company website: <https://www.proxlearn.com/policies/terms-of-service>
- The company reserves the right to change these conditions from time to time as it sees fit and your continued use of PLI services will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site.
- Client will receive initial outreach email for implementation when PLI is ready to on-board. Client will have 1 week to respond. If client does not respond, PLI will make 2nd attempt. Client will have 1 week to respond to the 2nd attempt. After the 2nd attempt PLI will make a 3rd attempt and the client will have 2 business days to respond to 3rd attempt. If client does not respond to the 3rd attempt the contract will be cancelled and the client will be billed 20% of contract value to cover PLI costs associated with implementation.

Signature

Signature

Date

Printed name



Bill C. Spurlock
Director of Schools

Rutherford County Board of Education

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

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

Recommend Approval – motion to approve the Title III funded stipend payments for training days.

Director of Schools Signature: _____ Date: _____

Chairman BOE Signature: _____ Date: _____



Bill C. Spurlock
Director of Schools

Rutherford County Board of Education

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

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

Recommend Approval—motion to approve the purchase of licenses from Learning A-Z for the ESL Department.

Director of Schools Signature _____ Date: _____

Chairman of BOE Signature _____ Date: _____



Ref. Code:

Email:

Issued:

Expires:

NWK7-EDHR

halfordl@rcschools.net

Wednesday, June 1, 2022 8:45 AM

Sunday, July 31, 2022 8:45 AM

Purchase Orders and Tax Exemption forms should be uploaded to <https://quotes.smartmusic.com/find>. This will ensure the fastest platform activation time.
You will need your email address and Reference Code listed below.
halfordl@rcschools.net
NWK7-EDHR

Bill To:

Rutherford County Schools
2240 Southpark Drive
Murfreesboro, TN, US 37128

Ship To:

Rutherford County Schools
2240 Southpark Drive
Murfreesboro, TN, US 37128

If you are paying with a credit card, please visit Pay for Quote or Invoice by Credit Card | SmartMusic. Tax will be applied to the final price, if applicable.

Qty	Item	Description	Unit Price	Total
45	Full Access Teacher Subscription	A Full Access Teacher subscription for SmartMusic Web	\$39.99	\$1,799.55
2600	Performer Subscription with Bulk Discount	A Performer subscription for SmartMusic Web with bulk discount	\$13.99	\$36,374.00

Sales Contact:

285 Century Place, Louisville, CO 80027
866-240-4041
sales@makemusic.com

Subtotal (USD):

\$38,173.55

Tax (USD):

\$0.00

Amount Due (USD):

\$38,173.55

Quote

Date and Time: 2022-03-11 17:44:34



Vendor:
QuaverEd, Inc.
65 Music Square West
Nashville, TN 37203

Phone: 1-866-917-3633
Fax: 615-320-3274
Email:
orders@quavermusic.com

Bill To:

Customer PO Number: July 2022 Import Replacing
Order 32864
Type: District

Ship To:

Ship to individual
address below.

Address:

RUTHERFORD COUNTY SCHOOL DIST
Attn: Cindy Kubly - Accounts Payable
2240 Southpark Drive
Murfreesboro TN

Phone:

Email: kublyc@rcschools.net

PACKTO COUNT: 27 / ADDITIONAL USER CODES: 0

Order Summary and Totals:

Code	Item	Quantity	Price	Totals
QG3-01-TNa	Quaver's General Music Tennessee Curriculum - Grade 3 - 1-year license	1	\$260.00	\$260.00
QG4-01-TNa	Quaver's General Music Tennessee Curriculum - Grade 4 - 1-year license	1	\$260.00	\$260.00
QG5-01-TNa	Quaver's General Music Tennessee Curriculum - Grade 5 - 1-year license	1	\$260.00	\$260.00
QG6-01-TNa	Quaver's General Music Tennessee Curriculum - Grade 6 - 1-year license	1	\$260.00	\$260.00
QG7-01-TNa	Quaver's General Music Tennessee Curriculum - Grade 7 - 1-year license	1	\$260.00	\$260.00
QG8-01-TNa	Quaver's General Music Tennessee Curriculum - Grade 8 - 1-year license	1	\$260.00	\$260.00
QK5-01-TNa	Quaver's General Music Tennessee Curriculum - Grades K-5 - 1-year license	26	\$1,560.00	\$40,560.00
			SUB TOTAL:	\$42,120.00
			SALES TAX:	\$0.00
			S&H:	\$0.00

Looking Forward To Your Order!
(Price quote good for 90 days)

GRAND TOTAL: \$
42,120.00

Rutherford Co School District - Curriculum Suite

Rutherford County Schools

2240 Southpark Drive
Murfreesboro, TN 37128
United States

Lindsay Halford

Fine Arts Curriculum
halfordl@rcschools.net
(615)893-5812

Reference: 20220531-183025188

Quote created: May 31, 2022

Quote expires: September 30, 2022

Quote created by: Cindy Tolliver

School Success Manager

cindyolliver@theartofeducation.edu

+1 (641) 351-7148

Comments from Cindy Tolliver

License Term: October 1, 2022 - September 30, 2023

Products & Services

Item & Description	Quantity	Unit Price	Total
Curriculum Suite One Year Subscription - 2022 Renewal PRO Learning Personalized professional learning platform with on-demand access to instructional resources exclusively for art educators. Includes product training and implementation support. FLEX Curriculum Customizable curriculum platform with on-demand access to lesson plans and instructional resources exclusively for art education. Includes product training and implementation support.	73	\$749.00	\$54,677.00 for 1 year

Subtotals

One-time subtotal \$54,677.00

Total \$54,677.00

Purchase Terms

To complete your purchase in a timely manner, please provide the following documents:

- Signed Quote returned via email
- Purchase Order via email
- Sales Tax Exemption Certificate/Letter if applicable
- Terms are Net 30
- **Terms and Conditions**

Signature

Signature

Date

Printed name

Questions? Contact me



Cindy Tolliver
School Success Manager
cindy tolliver@theartofeducation.edu
+1 (641) 351-7148

The Art of Education University
518 Main Street, Suite A
Osage, IA 50461
US

Theatrefolk Ltd.
228 Park Ave S #32457
New York NY 10003-1502
USA



Quote #DDQ-494

May 31, 2022

Billing Inquiries: billing@theatrefolk.com

LINDSAY HALFORD
RUTHERFORD COUNTY SCHOOLS
2240 SOUTHPARK DR.
MURFREESBORO TN 37128

Terms: Unknown **Purchase Order Number:** ---

Qty	Description	Price	Total
20	Drama Teacher Academy - DTA Membership Fee - One Year	\$444.00	\$8,880.00
	Discount - Discount - 5%		-\$444.00
	Shipping and Handling		\$0.00
	Grand Total		US\$8,436.00

Order by Email, Fax, or Mail with a Purchase Order

Please ensure that the Purchase Order references Quote DDQ-494.

- **Email** the Purchase Order to orders@theatrefolk.com
- Or **Fax** the Purchase Order to **1-877-245-9138**
- Or **Mail** the Purchase Order to the address at the top left of this order.

I don't have a Purchase Order but will be paying with a Credit Card

Send an email to help@dramateacheracademy.com. Please reference Quote DDQ-494. We will generate a payment link for you and activate the account(s) shortly after the payment is completed.

Do you need Theatrefolk's W-9? If so, it may be downloaded at theatrefolk.com/tax

Return / Refund Policy

Books, PDFs, DVDs, and Script Distribution Licenses: All Book, PDF, DVD, and Script Distribution License sales are final.

Performance Royalties: In the event that a production is cancelled, we offer store credit for the value of the Performance Licence and/or Videorecording License as long as we're notified a **minimum of 24 hours** before the performance date we have been given. We cannot offer credit once this date has passed.

Competition Advice: If you're participating in a competition where it's uncertain how many times you'll be performing the play we recommend ordering performance royalties for the number of performances you **know** you will be giving. If you advance in the competition, it's a simple process to order additional performance royalties.

DANCE FOR SCHOOLS

INVOICE

for RUTHERFORD COUNTY SCHOOLS



NO. 687 | June 2, 2022

DESCRIPTION	Unit Cost	Number	Total
1-Year Crea Movement Modern & World Dance Techniques Subscription (District)	\$2,700	4	\$10,800
Curriculum Launch PD Day	\$1,200	1	\$1,200
Discount: Free PD Day (Multiple Teachers)	(\$1,200)	1	(\$1,200)
total due			\$10,800

PLEASE MAKE CHECKS PAYABLE to **DANCE FOR SCHOOLS**

THANK YOU

BILLED TO

Rutherford County Schools
ATTN: Lindsay Halford
2240 Southpark Dr
Murfreesboro, TN 37128
E. HalfordL@rcschools.net
P. (615) 893-5812, ext. 22115

FROM

Dance for Schools Publishing LLC
7052 S Trenton Dr
Centennial, CO 80112
P. (303) 931-1246
E. info@danceforschools.com



Sales Quotation

GraceNotes LLC

1321 Upland Drive
Suite 12621
Houston, Texas 77043
tel: 888-433-7722
orders@sightreadingfactory.com
www.sightreadingfactory.com

Prepared for:

Rutherford County Schools
Attn: Lindsay Halford
2240 Southpark Dr.
Murfreesboro, TN 37128 USA

Thank you for your inquiry dated: 5/31/2022 (Valid through: 11/29/2022)
We are pleased to quote you the following:

Subscriptions

Type	Unit Price	Quantity	Total
Educator	\$35.00	25	\$875.00
Students*	\$2.00	1500	\$3000.00
Number of Years		1	
Total			\$3875.00

Promo code			
Bulk Discount**		20%	-\$775.00
Total			\$3100.00

Multiple Year Discount***		0%	-\$0.00
Grand Total (U.S. Dollars)			\$3100.00

* For 100 or more students the price is \$2 per student. For less than 100 students you can enter a quantity in the box above to find out the pricing per student. **Your account currently has a credit for 0 student subscriptions.**

** The discount is the greater of the bulk purchase discount and the promo code discount. The bulk discount is 10% for greater than \$300, 15% for greater than \$600, and 20% for greater than \$1000.

*** 2 to 4 years has a 5% discount, 5 or more years has a 10% discount.

CONSULTING AGREEMENT

This Agreement is entered into this May 10, 2022, between LaVergne Lake Elementary and Molly Grisham ("Consultant") whose primary place of business is located at 526 Lynn Haven Lane, Hazelwood MO, 63042.

1. **Scope of Services, Payment & Reimbursement.** Consultant agrees to perform the following services for LaVergne Lake Elementary:
 - Two online professional development sessions for the Leadership Team. Each session will be billed at \$750. Tentative dates: November 11th 2022, & March 10th 2023
 - Six face-to-face professional development sessions. Two sessions for the entire staff, two sessions in small groups, and two sessions for the Leadership Team. These events will be billed at \$1,500.00 each. Tentative dates: August 1st 2022, September 27th 2022, October 14th 2022, January 31st 2023, February 10th 2023, and February 28th 2023.
 - LaVergne Lake Elementary agrees to pay Consultant after each completed event.
 - LaVergne Lake Elementary agrees to reimburse Consultant for airfare and hotel for the face-to-face session.
2. **Independent Contractor.** In all matters relating to this Agreement, Consultant shall be acting as an independent contractor. Neither Consultant nor its employees shall be the employees of LaVergne Lake Elementary under the meaning or application of any federal or state laws, including but not limited to unemployment insurance or worker's compensation laws. Consultant shall have no authority to act as the agent of LaVergne Lake Elementary and shall not hold itself out as such.
3. **Records.** Consultant shall keep accurate records and books of account showing all charges, disbursements, and expenses made or incurred by Consultant in performing the Services.
4. **Compliance with Law.** Consultant agrees to comply with all applicable federal, state and local laws and regulations. Consultant shall not discriminate on the basis of race, religion, age, sex, color, disability, sexual orientation, political affiliation, national or ethnic origin, or veteran status.
5. **COVID Protocols.** Consultant agrees to comply with all campus COVID restrictions and protocols. Additionally, should the face-to-face session need to be postponed due to a COVID shutdown, Consultant agrees to work with LaVergne Lake Elementary to select a make-up date. Consultant agrees to book flights and hotel rooms with vendors who will accept late cancellations or will convert reservations into point to be used for the make-up date.
6. **Copyright.** Consultant shall retain all original copyright for the materials used with LaVergne Lake Elementary. If LaVergne Lake Elementary would like to record the online sessions they will need to request permission in advance with the understanding that the links can not be posted publicly or shared with individuals outside the Leadership Team.
7. **Entire Agreement; Amendment.** This Agreement is the entire Agreement of the parties with regard to the subject matter hereof, and supersedes any and all prior communications, representations and agreements, whether written or oral. No amendment to this Agreement shall be binding on either party unless reduced to writing and duly executed by both parties.
8. **Invoices and Billing.** Consultant shall send invoices to LaVergne Lake Elementary following each event to be paid within 30 days.

In witness whereof, the parties have executed this Agreement as of the first date written above.

LaVergne Lake Elementary

CONSULTANT

BY: _____

BY: My L

DATE: _____

DATE: 5/10, 22



8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Price Quote

Date 10/22/2021
Quote No. 251081
Acct. No. 05:la:TN:12367322
Total \$25,500.00
Pricing Expires 6/30/2022

Rutherford Co. Schools
Attn: LaVergne Lake Elementary
2240 Southpark Drive
Murfreesboro, TN 37128

Payment Schedule	Contract Start	Contract End
PO Required	8/1/2022	8/1/2023

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Laverne Lake Elementary School						
	Imagine Language & Literacy Reusable License		08/01/2023	\$127.50	200	\$25,500.00
	Imagine Math Facts Site License for use in a program pilot for up to 90 days.		07/31/2022	\$0.00	1	\$0.00

Subtotal \$25,500.00
Total \$25,500.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

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

Imagine Learning Representative

Yvonne Parrish
yvonne.parrish@imaginelearning.com

Kristen Scherer
kristen.scherer@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



IMAGINE LEARNING LLC
TERMS AND CONDITIONS OF COMPANY SERVICES

This "Agreement" (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below ("Effective Date") between Imagine Learning LLC, its affiliates and subsidiaries ("Company") and Customer. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 "Authorized User" means any third party who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

1.3 "Confidential Information" means all non-public, proprietary or confidential information relating to a "Disclosing Party" that is disclosed or otherwise supplied in confidence to the "Receiving Party" under this Agreement. Company's Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 "Confidential Student Information" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.

1.5 "Customer" means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

1.6 "Customer Content" means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

1.7 "De-Identified Data" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.8 "Documentation" means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.



1.9 "Instructional Services" means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

1.10 "Price Quote for Services" means the order form signed by Customer which references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

1.11 "Professional Development" means all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Company as described in the applicable Price Quote for Services. Professional Development services are subject to the additional terms contained in the attached Addendum.

1.12 "Services" means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers' access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote or if the Service is terminated for any reason.

1.13 "Supported Environment" means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company's website.

2. PROVISION OF SERVICES

2.1 Access. Subject to Customer's payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services (or this Agreement).

2.2 Support Services. Company will provide Customer with the support services described at <http://help.imaginelearning.com/hc/en-us>.

2.3 Hosting. Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.

3. INTELLECTUAL PROPERTY

3.1 License Grant. Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those License and Service types listed on the Price Quote for Services are applicable to this Agreement.

- a) **Concurrent License** - provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.



Terms and Conditions of Company Services

- b) **Reusable License** - provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
- c) **Single User** - available to a single User identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.
- d) **Site License** - provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
- e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a public program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c) a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

3.2 Restrictions. Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

3.3 Ownership. Except for the licenses granted by Company under this Agreement, as between Company and Customer, Company owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

3.4 Open Source Software. Certain items of software used in the Services are subject to “open source” or “free software” licenses (“[Open Source Software](#)”). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer’s rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software, and Company modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

4. FEES. Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services (“[Fees](#)”) and the amounts set forth in such invoices shall be due from Customer net thirty (30)



days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Company may terminate the Agreement and/or terminate or suspend Customer's access to Services within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term, provided that Company provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. FUNDING-OUT CLAUSE. If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

6. CUSTOMER CONTENT AND RESPONSIBILITIES

6.1 License; Ownership. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely or the purposes of providing the Services under this Agreement; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services (but not for use with an audience beyond that of Authorized Users). As between the parties, Customer owns all right, title and interest in the Customer Content.

6.2 Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Company's system or data; or (v) otherwise violate any privacy or other right of any third party.

6.3 Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique User ID. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Company will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer.

6.4 Customer Responsibility for Access, Content and Security. Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.



7. WARRANTIES AND DISCLAIMERS

7.1 Limited Warranty. Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICE, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

7.3 ND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8. LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

9. CONFIDENTIALITY; PRIVACY

9.1 Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that



the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

9.2 Privacy. Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations ("**Applicable Laws**") applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act and the Children's Online Privacy Protection Act. Company's Privacy Policy (as may be updated by Company from time to time), which is incorporated by reference into these terms and conditions, contains additional terms regarding Company's use of Confidential Student Information. Customers and Authorized Users may view Company's privacy policy at <https://www.imaginelearning.com/privacy> ("**Privacy Policy**"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

9.3 Data Security. Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical and physical security measures designed to protect Confidential Information from unauthorized access, disclosure and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

9.4 Aggregated and De-Identified Data. Company may use aggregated data and De-Identified Data for product development, research, marketing, and other purposes as set forth in the Company's Privacy Policy.

9.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Company shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

10. INDEMNIFICATION

10.1 By COMPANY. Company shall indemnify, defend and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This



Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any of the officers, directors, employees, shareholders, contractors or representatives of Company, for claims and actions described in this Section 10.1.

10.2 By Customer. To the maximum extent allowed by applicable law, Customer shall indemnify defend and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end users, (b) Customer's unauthorized use of Services hereunder and/or (c) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be for the term (the "Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

11.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

11.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12 and 13 will survive the expiration or termination of this Agreement.

12. GOVERNING LAW AND VENUE If Customer is a public school or district or other state or municipal governmental agency (a "Public School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any state or federal court located in the state where the Customer resides, if Customer is a Public School. If Customer is not a Public School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.



13. MISCELLANEOUS.

13.1 Press Releases. If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list (using Customer's name and/or Customer's logo, as determined by Company) Customer as a customer on Company's website or in documentation to be shared electronically or in print.

13.2 Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

13.3 No Additional Terms and Order of Precedence. These Terms and Conditions, together with the attached Price Quote for Services(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

13.4 Severability. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

13.5 Assignment. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.6 Force Majeure. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

13.7 Export. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws.

13.8 Notice. Any notice given under this Agreement shall be in writing and shall be sent via priority mail by a nationally recognized express delivery service addressed to the address and the signatory set forth in the Price Quote for Services set forth above. Such notice shall also be sent via email to the email address set forth in the Price Quote for Services set forth above.

13.9 No Third Party Beneficiary. There are no third-party beneficiaries to this Agreement.

13.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.



Addendum for Instructional Services and Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional Services or Professional Development Services from Imagine Learning LLC and its affiliates and subsidiaries ("Company"). In the event of a conflict between these additional terms and the Company's Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Services.
3. **HOURS OF AVAILABILITY.** Company Instructional and Professional Development Services will be available during the business hours specified by Company, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the term of Customer's purchase of Services. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Company will provide virtual access to teachers or coaches (or both) ("Company Instructors") who are hired, trained, supervised, and paid by Company, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Services (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Company Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
 - a. **Instructor Requirements.** Customer shall be responsible for advising Company of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Company Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Company shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Company Instructors, and for ensuring that all Company Instructors meet and comply with Instructor Requirements.
 - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Company's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs ("IEP"); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Company will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Company. Customer shall be solely responsible for the costs of any required adjustments or accommodations.



Terms and Conditions of Company Services

- c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
 - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for ensuring the accuracy and completeness of student information used, relied upon, or reported by Company in providing the Instructional Services, and shall promptly notify Company if any student information needs to be corrected or updated. Upon notice to Customer, Company reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
- 6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Company may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Services, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
 - a. **Charges for PD Services.** Before delivering Professional Development Services, Company must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Services must be completed. Professional Development Services will be available for use by Customer only during the Term of the Subscription.
 - b. **Use of Customer's Facilities.** If Company will be providing any PD Services at Customer's premises, Customer shall advise Company in advance of any Instructor Requirements for Company personnel, and Company will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.
 - c. **Forfeiture & Cancellation of PD Services.** Professional Development services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. Customer agrees to reimburse Company for travel and other out-of-pocket expenses incurred if Professional Development services are changed or cancelled less than 48 hours prior to the scheduled delivery date. Company reserves time exclusively for the Customer once Professional Development services have been scheduled. If Customer is a no-show or cancels scheduled Professional Development services in less than 48 hours before the scheduled delivery date, Customer may be charged for the scheduled services. The Parties must document in writing and sign any and all grace periods or extension of time for delivery of Professional Development Services.
- 7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Company as part of Instructional or PD Services are the property of Company, and customer may not record, reproduce or copy such content without Company's express written authorization.

Curriculum Associates®

Prepared For:

Ryan Crowley
La Vergne Lake ES
201 Davids Way,
La Vergne, TN 37086

i-Ready Reading Renewal Quote

5/23/2022

Dear Ryan Crowley,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Quote ID: 276842.4 Valid through: 12/31/2022

Product	List Price	Net Price
i-Ready	\$16,800.00	\$15,120.00
i-Ready Partners Services	\$1,500.00	\$0.00

i-Ready Partners Services Includes:

- Initial Implementation Services: Provisioning, Initial Rostering, Hosting, Technology Assessment
- Account Management: Account Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management
- Staff Development Consultation and Resources: Consultative services to help you plan and make the most of Professional Development sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources
- Technical Support: Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support

List Total:	\$18,300.00
Savings:	\$3,180.00
Shipping/Tax/Other:	\$0.00
Total:	\$15,120.00

Thank you again for your interest in Curriculum Associates.

Sincerely

James Pinckley

jpinkley@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 276842.4

Date: 5/23/2022

Valid through: 12/31/2022

Prepared For:
Ryan Crowley
La Vergne Lake ES
201 Davids Way,
La Vergne, TN 37086
crowleyr@rcschools.net

Your Representative:
James Pinckley

jpinckley@cainc.com

i-Ready Reading Renewal Quote

i-Ready

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Reading Site License 801-1200 Students 1 Year	14975.0	1	\$16,800.00	\$15,120.00	\$15,120.00
i-Ready Subtotal:					\$15,120.00

i-Ready Partners Services

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Partners Services Subtotal:					\$0.00

Total

List Total:	\$18,300.00
Savings:	\$3,180.00
Merchandise Total:	\$15,120.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$15,120.00

Special Notes

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

N1

Curriculum Associates

Placing an Order

Email: orders@cainc.com | Fax: 1-800-366-1158

Mail:

ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders. If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount	Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75	\$5,000.00 to \$99,999.99	8% of order
\$75.00 to \$999.99	12% of order	\$100,000 and more	6% of order
\$1,000 to \$4,999.99	10% of order		

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH or wire payments. CA's bank remittance information is:

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank – San Francisco, CA
- ABA Routing: 121000248
- SWIFT Code (International Only): WFBUS65
- Tax ID: 26-3954988

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

**Solution Tree, Inc.
Purchase Agreement**

Effective May 10, 2022, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Rutherford County Schools - David Youree Elementary ("Customer") located at 2240 Southpark Drive Murfreesboro, Tennessee 37128 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$13,000.00
Total	\$13,000.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$ 0.00	Waived
Onsite Professional Development	\$6,500.00	August 4, 2022
Onsite Professional Development	\$6,500.00	Incrementally after each date

3. **Onsite Professional Development**

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Joe Cuddemi ("Associate"), to disseminate information for Customer on the topic of *PLC @ Work™* on August 4, 2022 and one TBD date*.

**Date and time subject to Associate availability. Associate for TBD date might not be the same Associate as August 4, 2022 onsite work.*

- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

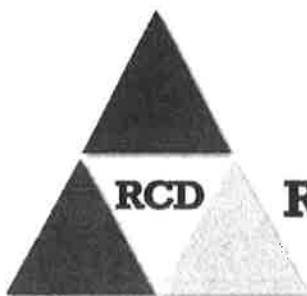
4. **General Terms**

- 4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.
- 4.2. Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:
- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
 - b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
 - c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
 - d. All obligations unaffected by a Force Majeure Event will remain in place.
- 4.3. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.
- a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.
- 4.4. Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

_____	_____
Rutherford County Director of Schools	Date
Rutherford County Schools - David Youree Elementary	

_____	_____
Solution Tree, Inc.	Date



Responsibility-Centered Discipline

Becoming a Master of Challenging Moments

PRESENTATION PROPOSAL FOR RCD MODEL SCHOOL

Proposal Date: April 29, 2022

Presentation Dates: August 3, 2022 & Observation Coaching February 16, 2023

Client Contact Info: Rutherford County Schools
2240 Southpark Drive
Murfreesboro, TN 37218

Presentation: **Responsibility-Centered Discipline Model Schools Program**
1 Onsite Kick-off Day for 85 educators (August 3, 2022)
1 Onsite Day in Classrooms: Training, Observation, Coaching, Support and Feedback
1 Phone Follow-up— 1 hour with Principal

Location: LaVergne, TN at location(s) to be determined by LaVergne Middle School; attendees should be seated at tables to facilitate interaction and role plays

Time: Presenter will be available for onsite days between 8:00 a.m. and 3:00 p.m. with a lunch break of at least 30 minutes; training times are scheduled at client's request

Scheduled Presenters: **Larry Thompson, M.A.** (RCD Creator & Master Trainer)

RESPONSIBILITY-CENTERED DISCIPLINE OVERVIEW

Working with difficult, demanding, and disruptive students is not a new challenge for educators. However, there are current concerns being voiced regarding the changing nature and intensity of the behaviors of these students. Some educators are reporting increases in selfish, manipulative and hostile behaviors while others are noticing more students who are overly anxious and/or difficult to engage. Even well-seasoned, award-winning master educators can sometimes have their "feathers ruffled" by certain students in certain situations.

This program is designed to assist all educators with identifying and addressing these and other issues that affect the academic and behavioral progress of the students with whom they work. This power-packed seminar will provide you with up-to-date insights and strategies for reaching and helping those young people who seem to evoke the strongest feelings of frustration, hurt, and sometimes discouragement in professional educators.

RCD CERTIFIED MASTER TRAINERS



Author of *Roadmap to Responsibility* and *Give 'em Five*, **Larry Thompson, M.Ed.**, is often called upon to deliver keynote presentations for state and national education conferences because of his knowledge, humor and passion for assisting today's students. He has helped thousands of educators and schools throughout North America break away from their traditional discipline models to a model that creates a responsible climate and responsible students. Larry has served in a wide variety of roles in education – from special education teacher to alternative and traditional high school principal. As creator of the Responsibility-Centered Discipline program, Larry understands that systems must be created that can be realistically implemented and sustained.

RCD MODEL SCHOOL PROGRAM

For the past ten years, the Responsibility-Centered Discipline Program has produced remarkable results with implementations across North America. RCD schools have moved away from an obedience-based discipline practice to one that is centered on students taking responsibility for their own behavior and their own academic success. An RCD Model School is one that has embraced the responsibility-centered model-with buy-in from the administration down-and is committed to having all staff member proficient in how to help student own their behavior.

"RCD Model Schools are leaders in their field. These schools experience higher staff morale and less teacher burnout while keeping kids in class where they can learn."

– Larry Thompson, Creator of Responsibility-Centered Discipline

RCD Model School Requirements:

- Formation of an RCD Leadership team
- Commitment to teacher practice two times a month
- Buy-in from top down

RCD Model School Benefits

- Certified RCD Trainers on staff
- Improved staff morale
- Increased school pride
- Community recognition

RCD LEARNING OBJECTIVES

Attendees will learn to:

- Identify the underlying causes of difficult behaviors in students
- Implement do's and don'ts to address specific behaviors
- Integrate key strategies for migrating from an obedience-centered approach to a responsibility-centered approach
- Develop innovative ways to support positive behavior
- Apply strategies for preventing the escalation of difficult behavior

THE RESPONSE-ABILITY PROCESS

The Response-Ability Process is sometimes confused with traditional “timeout” processes (including detention and in-school suspension), but the two processes are actually quite different. The Response-Ability Process is not a “consequence” or “punishment.” The objective is to teach students to recognize when they are too emotionally charged to make the best decisions and to get them to a point where they can handle situations in a positive manner.

In high school, a teacher may offer a student time to get focused; students are also trained to ask teachers for a moment to themselves. If a student abuses the privilege, the teacher simply reminds her of the expectation. However most students will see this as an opportunity to keep the problem from escalating and to avoid the potential consequences.

In middle school, the teacher may use a desk, bean bag or cubicle as an area where students can get focused. Once the student is ready to engage in a dialogue, he or she signals with a flag, a magnet or some other indicator.

The younger the child, the more concrete the concept needs to be. Response-Ability Mats can be a useful tool for Pre-K through Grade 2. The child uses the first mat to regain composure, then moves to the second mat when he or she is ready to begin processing what happened and what he or she could have done differently. The child moves to the third mat when he or she is ready to work with the teacher.

Time-based consequences can eliminate the opportunity for the student to address their problems. The Response-Ability Process enables students to take responsibility for their actions and to create solutions.

GIVE ‘EM FIVE GUIDED CONVERSATIONS

These conversations are highly personalized, because educators decide what words they will use — and the themes do not need to be addressed in any particular order. The goal of “Give ‘em Five” is to help educators feel comfortable and natural while delivering a message of responsibility. The five themes are:

- **Support**
Use supportive statements that connect to your relationship with the student or identify a strength that she possesses.
- **Expectation**
Let the student know the expectation you have for him in the class.
- **Breakdown**
Communicate where you see the expectation breaking down or failing to be met.
- **Benefit**
Tell the student how meeting the expectation benefits her.
- **Closure**
Determine whether the situation has been resolved or whether the conversation is at a place where you can feel comfortable moving on.

RCD OBSERVATION, COACHING, SUPPORT AND FEEDBACK:

Initially communicate with administration regarding current implementation of RCD and areas of concern. Get direction for the focus of the observation and coaching. The days schedule will be different from school to school depending on needs. This schedule for the day may include:

- Observation of classrooms with Administrator to provide training and coaching to support educators in the “Give ‘Em Five” conversations
- Coaching for specific educators struggling with “Give ‘Em Five.”
- Observing the discipline process within a school from the classroom to the Administrator and back to the Classroom.
- Meeting with entire school staff and provide support and feedback on moving forward with RCD
- Meeting with groups; answering questions and providing coaching, support and feedback on implementing RCD

The presenter will meet with at the end of the day with Administration about successful implementation and feedback on supporting educators in the process of RCD.

RCD AND MULTI-TIERED SYSTEMS

Programs like PBIS (Positive Behavior Interventions and Support) and other Multi-Tiered Systems of Support have been implemented in schools across North America in order to increase student achievement. Not only do student discipline issues disrupt the learning environment, but time-based consequences have the unfortunate side effect of removing students who may need the most help from the classroom.

A key to success for PBIS, RTI and other MTSS programs is involving all students in the first level of intervention – and RCD is designed to provide consistent and effective disciplinary support at that level. RCD will also support the process as these programs move into more advanced tiers.

RCD Contact Info: Phyllis Stewart
208 Ash Avenue, Suite 103
Virginia Beach, VA 23452
Phone: 1-800-775-9674
Direct: 803-445-1371
Fax: 1-888-372-6061
E-Mail: Phyllis@accutrain.com

FEES:

FEE FOR RCD MODEL SCHOOLS IMPLEMENTATION

- 1 Onsite Day Kick-off Training for 80 educators (each additional attendee is \$55) \$9600.00
- 1 Onsite Day in Classroom: Training, Observation, Coaching, Feedback, Staff Support \$3950.00
- 1 (1 hour) Phone Follow-up with the Principal and Admin Team
- Travel (2 trips) \$2400.00

TOTAL FEE FOR RCD MODEL SCHOOL IN-PERSON ONSITE INCLUDING TRAVEL \$15,950.00

INCLEMENT WEATHER:

In the event of inclement weather, or if the scheduled date must be used as a student make-up day due to inclement weather, the scheduled training date will be re-scheduled. The date change must be agreed upon by both parties.

CLIENT RESPONSIBILITIES:

Meeting room, microphone/sound system, projector, projection screen, and any refreshments will be provided by LaVergne Middle School. On the day of the Web Conference, LaVergne Middle School will need the following: Internet access, meeting room, projector, projection screen and sound.

CANCELLATIONS OR RE-SCHEDULING:

Requests for cancellations or re-scheduling must be received by AccuTrain Corp. via mail or e-mail 30 days in advance. There will be a 25% cancellation fee. If cancellations are not made 30 days in advance, the presentation will be billed at full price.

AccuTrain Corporation looks forward to working with the staff and we are confident that this training will greatly impact your schools and the students you serve.

Rutherford County Schools

Date

Phil Price, President
AccuTrain Corp.

Date

SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”) is dated the 12th of May, 2022 between Rutherford County Schools, a Tennessee Public school district (hereinafter “**School District**”), and Addiction Treatment Technologies, LLC DBA Care Solace, a Delaware limited liability company (hereinafter “**Care Solace**”). School District and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

RECITALS

WHEREAS, Care Solace provides a web-based navigation system to assist its school district clients and the districts’ students and parents in locating and connecting with mental health treatment providers (hereinafter the “**Services**”), and agrees to provide the Services to School District on the terms and conditions set forth in this Agreement; and

WHEREAS, School District desires for Care Solace to assist it in connecting students and families with mental health treatment providers.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Scope of Services

1. Care Solace shall provide the Services as follows:

1.1 Care Solace owns and operates a website located at the URL caresolace.org which provides information related to mental health treatment providers (hereinafter the “**Main Site**”). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with School District’s name (hereinafter the “**Branded Site**”). Care Solace will take all reasonable steps to ensure the Branded Site is live in May 2022. Care Solace will provide access to the Branded Site to users authorized by the School District, including School District staff, students, and parents (hereinafter the “**Authorized Users**”), on a Software-as-a-Service (“**SaaS**”) basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.

1.2 Care Solace shall facilitate a process called the “**Warm Handoff®**,” whereby School District staff or third-party contractors, consultants, or other parties to whom School District has outsourced institutional services (hereinafter “**Independent Contractors**”) designated as school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B) provide Care Solace with contact information of a student or family in need of mental health treatment providers (hereinafter the “**Treatment Providers**”). The family contact shall be a parent, legal guardian, or other adult primary contact as directed by School District. Care Solace will then work directly with the primary contact to connect the student to Treatment Providers.

1.3 In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a Care Companion™. The Care Companions are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance.

The Care Companions are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Companion to an Authorized User. The Care Companions are not a crisis response team. The Care Companions are available to work directly with students and families to connect them with Treatment Providers. Care Companions are available 24 hours per day, 7 days per week.

1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace's verification process. The information available on Treatment Providers through the verification process may vary significantly.

Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider or a provider network, and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

Implementation Process

3. Care Solace will provide an onsite or virtual walk-through of the Services to School District representatives designated by School District in order to demonstrate the features and functionality of the Services.
4. Care Solace will conduct initial on-boarding training sessions with School District staff designated by School District in order to explain and demonstrate the Services.
5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of School District as requested by School District. Key stakeholders may include, but are not limited to: School District's mental health team, psychologists, counselors, assistant principals, principals, human resources staff, district leadership, and parent-teacher associations.
6. Care Solace will assist in providing access to the Branded Site on School District's website as well as individual school websites, as requested by School District.
7. Care Solace will provide backpack mailer templates and email/text templates for School District to deliver to students and parents quarterly, or four times per year, to remind them of the Services and provide the URL for the Branded Site.
8. School District shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services, and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. School District may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 54, *infra*.

Term of Agreement and Fees

9. This Agreement shall be effective as of May 12, 2022 (hereinafter the “Effective Date”).

10. The initial term of this Agreement (hereinafter the “Introductory Term”) will begin on May 19th, 2022 and continue through June 30th, 2022. This Agreement will automatically renew for a full one-year term (hereinafter, “First Annual Term”) on July 1st, 2023, following the Introductory Term. This Agreement may then be renewed for up to three additional one-year terms following the First Annual Term (hereinafter the “Renewal Terms”), after which time a new Agreement must be executed. The maximum term of this Agreement is five years.

11. In exchange for the Services contemplated under this Agreement, School District will compensate Care Solace as follows:

11.1. For the Introductory Term, May 19th, 2022 to June 30th, 2022, School District will pay \$0.00 to Care Solace upon execution of this Agreement.

11.2. For the First Annual Term July 1st, 2022 thru June 30th, 2023 on or around the renewal date, School District will pay \$197,832.00 to Care Solace (based on a student enrollment of 49,458 to be confirmed by School District).

11.3. In the event that School District wishes to renew this Agreement for any Renewal Term beyond June 30th, 2023, pricing for any Renewal Term will be determined and agreed to by the Parties at or around the time of renewal on a price-per-student basis and then-current enrollment figures.

12. The fees set forth in Paragraph 11, supra, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of a termination without cause by School District of this Agreement prior to the end of the Initial Term or any Renewal Term.

13. To ensure continuity of the Services, Care Solace will continue to provide the Services for a grace period of ninety (90) days after expiration of the First Annual Term or any Renewal Term to allow for negotiation of a subsequent Renewal Term or new Agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any Renewal Term or new Agreement beginning after this grace period shall be retroactive to the expiration date.

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

Termination of Agreement

15. School District may terminate without cause an Initial Term or a Renewal Term pursuant to this Agreement at any time after providing Care Solace with sixty (60) days written notice, pursuant to Paragraph 54, infra. In the event of termination without cause of an Initial Term or a Renewal Term by School District pursuant to this paragraph, the fees paid by School District shall not be subject to a prorated refund.

16. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate without cause an Initial Term or a Renewal Term pursuant to this Agreement by providing School District with sixty (60) days written notice pursuant to Paragraph 54, *infra*. In the event of termination without cause of an Initial Term or a Renewal Term by Care Solace pursuant to this paragraph, the fees paid by School District shall be subject to a prorated refund.

17. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching Party may terminate this Agreement with cause upon thirty (30) days written notice to the breaching Party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching Party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 54, *infra*.

17.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a "Dispute" subject to the dispute resolution provisions set forth in Paragraphs 42-49, *infra*.

17.2. The written notice to a breaching Party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 16 are conditions precedent to any Party's ability to provide the other Party with notice of a Dispute under Paragraph 41, *infra*.

Data and Information Privacy

18. Care Solace and School District each agree to comply with all data privacy laws and requirements, state and federal, to which they are each subject, which may include, without limitation, the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (hereinafter "**COPPA**"), and The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, "**FERPA**").

19. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

20. The Parties expect that, in many instances, only education records constituting "directory information," as that term is defined by FERPA at 20 U.S.C. § 1232g(a)(5)(A), would be conveyed to Care Solace by School District. In order to ensure compliance and that Care Solace is able to perform the Services, School District designates Care Solace a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) for the limited purposes of providing the Services.

21. The Parties expressly understand and agree that: (1) the Services are an institutional service or function that would otherwise be performed by employees of School District, such as counselors or principals; (2) Care Solace is under the direct control of School District with respect to the use and maintenance of "education records," as that term is defined at 34 CFR § 99.3; (3) Care Solace shall comply with the obligations imposed by 34 CFR § 99.33(a) regarding the redisclosure of any information relating to students and families obtained in providing the Services; (4) School District has determined that Care Solace has legitimate educational interests in any education records provided to it; and (5) School District has provided parents and eligible students with the annual notice required by 34 C.F.R. §99.7(a)(3)(iii)

regarding its criteria for determining who is a school official and what constitutes a legitimate educational interest in education records.

22. School District represents and warrants that any Independent Contractor that is provided with access to the Warm Handoff or is otherwise responsible for transmitting directory information or education records to Care Solace has also been designated as a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) and that School District has provided parents and eligible students with the annual notice required by 34 C.F.R. §99.7(a)(3)(iii)

23. Care Solace reserves the right to internally monitor School District's and Authorized Users' usage of the Branded Site and Services.

24. Care Solace will provide access to School District to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If School District desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, School District shall obtain and deliver to Care Solace a duly executed written authorization from the Authorized User, or his or her legal guardian if applicable, in a form that complies with applicable law.

25. Care Solace shall ensure that: (i) all data and information provided by School District is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by School District are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

Software-as-a-Service Terms

26. Care Solace grants School District a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "**Link**") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by School District to the Branded Site.

27. **Use Restrictions.** School District covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

28. **Security.** School District and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by School District and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed

through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

29. Unauthorized Access. Care Solace will promptly report to School District any unauthorized access to data or information provided by School District upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace was solely responsible for the breach and to the extent that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by School District, Care Solace shall be solely responsible for any and all such notifications at its expense. In the event the School District was solely responsible for the breach, the School District shall reimburse Care Solace for time and expenses incurred to assist School District with any required notifications to affected individuals. In the event that Care Solace and School District are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a "Dispute" subject to the dispute resolution provisions set forth in paragraphs 42-49, *infra*.

30. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition School District hereby transfers and assigns to Care Solace any rights School District may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by School District personnel relating to the Branded Site, the Services, or the Technology.

31. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one Party (hereinafter "**Owner**") may disclose to the other Party (hereinafter "**Recipient**"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement, subject to a valid request under the applicable state's open records act (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, and (iii) School District's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "**School District Data**"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under

this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information.

32. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, School District agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

33. Publicity and Branding. School District agrees that Care Solace may (a) publicize School District's name, the fact of the Branded Site, and School District's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

34. Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for School District to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to School District of any and all fees paid in advance for the Initial Term or any Renewal Term by School District for those Services not provided by Care Solace. This Paragraph and the preceding Paragraph set forth the entire liability of Care Solace to School District for any infringement by the Technology or Services of any intellectual property right of any third party.

Representations and Warranties

35. School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; (b) School District has provided parents with the notice required by 34 CFR § 99.7(a)(3)(iii) regarding the criteria used to determine who constitutes a school official and what constitutes a legitimate educational interest; and (c) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by School District of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing

representations and warranties to School District in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth in this Paragraph 36, School District will provide written notice of the breach to Care Solace in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

37. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to School District's or any Authorized User's computer, network, market, or customer base or commercial advantage.

Insurance and Indemnification

38. **Insurance.** During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of \$1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

39. **Defense and Indemnity.** Care Solace or its insurer shall defend and indemnify School District and its officers, agents, employees and volunteers (collectively "**School District Parties**") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "**Claims**"), to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify School District Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of School District Parties.

39.1 **Additional Insured.** Care Solace shall cause School District to be named as an "Additional Insured" under the liability insurance policy obtained and maintained as set forth in Paragraph 38, *supra*. Notwithstanding School District's coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for School District's sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39, *infra*.

40. A School District seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 54, *infra*, and shall cooperate with Care Solace or its insurer at Care Solace's or its insurer's sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace's or

its insurer's sole cost and expense. The obligations and responsibilities set forth in this Paragraph 39 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.

41. If requested by School District, Care Solace may cause School District to be named as an additional insured under the liability policy obtained and maintained as set forth in Paragraph 37. Naming a School District as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38 and 39 and in no circumstances will School District be entitled to coverage beyond the contracted for amount of \$1,000,000 per occurrence contained in Paragraph 37.

Dispute Resolution

42. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a “**Dispute**”), shall be determined by binding arbitration as set forth in this section, consisting of Paragraphs 42-49, *infra* (hereinafter the “**Arbitration Agreement**”).

43. An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty day cure period described in Paragraph 16, *supra*. Notice shall be provided in accordance with the requirements of Paragraph 54, *infra*. The date that notice is received by the opposing Party shall hereinafter be referred to as the “**Notification Date**.”

44. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration pursuant to this Arbitration Agreement. Mediation must occur within 120 days of the Notification Date. The 120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:

44.1 Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter “Mediation Service”).

44.2 The Parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service's panel of neutrals and in scheduling mediation proceedings. In the event that the Parties are unable to agree upon the selection of a mediator, the Parties shall request that the Mediation Service assign a mediator from its panel of neutrals with experience as a state or federal court judge.

44.3 The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.

45. If the Parties are unable to resolve the Dispute through mediation, the Parties shall submit the Dispute to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (hereinafter the “**FAA**”). Notwithstanding any other provisions of this Agreement regarding applicable law, the Parties agree that the substantive and procedural provisions of the FAA will apply to this Arbitration Agreement, to the exclusion of any state-specific substantive and procedural law regarding arbitration.

46. Arbitration shall be initiated by the aggrieved Party within thirty (30) days of the conclusion of mediation. In no event shall arbitration be demanded after the date the Claim would be barred by the applicable statute of limitations. Arbitration shall be conducted in accordance with the following terms:

46.1. Arbitration shall be conducted by a single neutral arbitrator from the National Roster of Arbitrators and administered according to the American Arbitration Association's ("AAA's") Commercial Arbitration Rules and Mediation Procedures then in effect, except as modified by this Agreement or as otherwise agreed to in writing by the Parties. A copy of the AAA's current Commercial Arbitration Rules and Mediation Procedures may be viewed at this link: [https://home.caresolace.com/contracts/AAA- Commercial-Arbitration-Rules-and-Mediation-Procedures-020121.pdf](https://home.caresolace.com/contracts/AAA-Commercial-Arbitration-Rules-and-Mediation-Procedures-020121.pdf)

46.2. In rendering the award, the arbitrator will determine the rights and obligations of the parties in accordance with the substantive law of the State of Tennessee, subject to the limitations on damages set forth in Paragraphs 46-49, *infra*.

46.3. The arbitrator shall award the prevailing Party the costs of mediation and arbitration.

46.4. This Arbitration Agreement is intended to be binding on and to inure to the benefit of the Parties, their principals, successors, assigns, affiliates, partners, employees, parent or subsidiary entities, and to any other persons or entities whose claims or defenses may arise out of or relate to this agreement, including third party beneficiaries.

46.5. In the event a Dispute involves a third-party beneficiary of this Agreement, the third-party beneficiary shall be excused from compliance with the notice and opportunity to cure requirements of Paragraphs 16 and 42, *supra* and shall also be excused from the mediation required under Paragraph 43, *supra*. The costs of any arbitration involving a Party and a third-party beneficiary of this Agreement shall be borne solely by the Party involved in the Dispute, unless such Dispute involves both Parties, in which case the Parties shall share equally in the costs of arbitration. In no event shall a third-party beneficiary be responsible for the costs of arbitration pursuant to this Arbitration Agreement.

46.6. Any arbitration award shall be binding on the Parties and on any third-party beneficiaries. This binding Arbitration will not be subject to appeal.

Limitation on Damages

47. As a result of any Dispute, no Party shall be liable to the other Party or to any third- party beneficiary for any indirect, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

48. As a result of any Dispute, in no event shall any Party be liable to the other Party or to any third-party beneficiary for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.

49. In the event that Care Solace is found liable to School District or any third-party beneficiary as the result of a Dispute, or in the event that School District is found liable to any third-party beneficiary, liability shall not exceed the

total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other Party, including School District.

50. The prevailing Party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action.

Miscellaneous Terms

51. Performance. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

52. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of Tennessee or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Tennessee. The sole exception to this Paragraph is that the Arbitration Agreement set forth in Paragraphs 42-49, *supra*, shall be governed by the procedural and substantive provisions of the FAA.

53. Venue for Arbitration. Arbitration conducted as set forth in Paragraphs 42-50, *supra*, shall take place in Rutherford County, TN.

54. Notices. All notices, requests, demands or other communications required by this Agreement between Care Solace and School District shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to School District:

Rutherford County Schools

2240 Southpark Dr

Murfreesboro, TN 37128

Attention: Bill Spurlock

Superintendent of Schools

Email: spurlockb@rcschools.net

If to Care Solace:

Addiction Treatment Technologies, LLC DBA: Care Solace

237 A St. PMB 94660

San Diego, California 92101-4003

Attention: Chad A. Castruita

Email: chad@caresolace.org

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

55. Third-Party Beneficiaries. The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries and that the Parties mutual intent to confer a benefit upon Authorized Users as third-party beneficiaries of this Agreement is a material part of the Agreement's purpose. The Parties expressly agree that it is their intention by this Agreement that all Claims, as that term is defined in Paragraph 38, *supra*, brought by third-party beneficiaries including, but not limited to Authorized Users, shall be subject to the Arbitration Agreement set forth in Paragraphs 42-49, *supra*.

56. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

57. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (v) the payment of any money due to Care Solace.

58. Force Majeure. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Paragraph 57 become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process outlined in the Arbitration Agreement, Paragraphs 42-49, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraphs 16 and 42, *supra*. Any written notice under this Paragraph 58 must comply with the written notice requirements of Paragraph 54, *supra*.

59. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 54, *supra*.

60. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of School District.

61. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
62. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
63. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
64. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.
65. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Addiction Treatment Technologies, LLC
("Provider") DBA: Care Solace

Printed Full Name: Mike Dodge
Title: COO

Signature: _____

Rutherford County Schools ("Client")

Printed Full Name: _____

Title: _____

Signature: _____

Accounts Payable Information:

School District Dept: _____

Accounts Payable contact:

Name: _____

Email: _____

Phone: _____

Rutherford County Schools Online Teaching Contract
Fall 2022

Name: _____

Date: _____

Position Title: Rutherford County Online Instructor **Regular School Assignment (2022-23):** _____

Courses: _____

Teacher Pay:

Pay is for an eight-week course period as follows:

- a) Teachers will receive a base pay for the first course per term of \$500. A term is defined as one eight-week session where students can earn a ½ credit during the academic school year. Terms may be extended for grading purposes on an as-needed basis if there are registered students with a 504 or Individualized Education Program. A teacher will receive compensation at a rate of \$50 per week for any term extensions for students with an IEP or 504.
- b) If a teacher is teaching more than one course in the same term, the teacher will receive an additional base pay of \$100 per course.
- c) Additionally, teachers will receive a payment of \$125 per student per term.
- d) If a student does not complete the course by the end date of the term, the student may request a one-week extension at a cost of \$50. The teacher will receive the \$50 fee as extension pay at the next scheduled pay date.

The term dates for the 2022 fall sessions are:

Term 1/ ½ Credit: August 15- October 14, 2022	Term 2/ Semester 2: October 24- December 16, 2022
---	---

If a teacher finds it necessary to discontinue teaching an online course during that teaching period, and another teacher is hired to complete the course for the student(s), the original teacher and the replacement teacher pay will be prorated for the number of weeks each teacher has worked. The original teacher must notify the RCS Online Learning Specialist if they need to resign, or any pay will be forfeited for time served.

Teaching Responsibilities as noted in the RCS Online Faculty Handbook

I have read and understand this contract and the RCS Online Faculty Handbook and agree to its requirements and responsibilities. I am available to teach in the terms outlined for my course(s) on the attached schedule of course offerings for the 2022 fall sessions.

Teacher Signature: _____

Date: _____

Print Name: _____ **RCS Email Username:** _____

ORDER FORM



SECURLY
(Billing Address) Dept LA 24957
Pasadena, CA 91185-4957
United States

Prepared By Justin Costello

Email justin.costello@securly.com

Order Number 00013120

Bill To Name Rutherford County School District TN

Bill To 2240 Southpark Dr
Murfreesboro, Tennessee 37128-5507
United States

Contact Name Jeannie Williams

Invoice Information

Accounts Payable (AP) Contact Information:

AP Full Name: _____

AP Title: _____

AP Email: _____

AP Phone: _____

Invoicing Requirements:

Purchase Order Required: YES _____ NO _____

Email for Invoice: _____
(if different than Accounts Payable Contact Email)

ORDER INFORMATION

Subscription Start 7/1/2022
DateSubscription End 6/30/2023
Date

Term (years) 1

Payment Schedule Upfront

PRODUCTS & SERVICES

Product	Quantity	Sales Price	Subtotal
8. Dyknow Classroom 40000+	50,000.00	USD 1.55	USD 77,500.00
Dyknow Cloud Service Fee	1.00	USD 1,500.00	USD 1,500.00
Grand Total			USD 79,000.00

TERMS & CONDITIONS

scuted between the two parties (see attached). By signing this Order Form, customer agrees to the Terms and Conditions which constitute the entire agreement ("**Agreement**"), superseding any terms (including, but not limited to, any Customer's Purchase Order terms).

- Term of subscription license: Specified by "Term" beginning and end dates set forth above.
- Prices do not include sales tax, if applicable.
- The Federal Tax ID # for Securly is **46 078 9922**

EXECUTED AND AGREED:

CUSTOMER:

Signature: _____

Full Name: Jeannie Williams

Title: _____

District and School: _____

Date: _____

SECURLY:

Signature: _____

Full Name: _____

Title: _____

Date: _____

Securly Inc.

Terms and Conditions of Service

Effective Date: December 2020

This agreement applies to the order form to which these Terms and Conditions of Service are attached (collectively, the "Agreement"). This Agreement is made by and between Securly, Inc. ("Company" or "Securly"), a Delaware corporation with offices at 111 North Market Street, 4th Floor, Suite 400, San Jose, CA 95113, and its customer listed on the order ("Customer"). The effective date of the Agreement is referred to herein as the "Effective Date."

1. Services

Company will provide to Customer the cloud-based software products and services identified in the purchase order (the "Order") that incorporates these terms and conditions (collectively, the "Services" and, each, a "Service"). If there is a conflict or ambiguity between any term of this Agreement and the Order, the terms and conditions of the Order shall control. The Services may include, without limitation, Company's cloud-based web filtering, online activity monitoring for cyberbullying, auditing software, mobile device management software, tablet, and other computer asset location tracking software, device control software for teacher classroom management, and any other software or services offered by Company, including all updates thereto and related documentation. Company shall provide all necessary user identifications and passwords for the Services for use by Customer's employees, agents, independent contractors, students and parents/guardians ("Users").

2. Security

Company represents and covenants that it maintains appropriate administrative, technical and physical security measures to protect Customer data and personal information, including User Data (as defined in Section 4 below), to the extent reasonably necessary for the performance of the Services consistent with all applicable state and federal laws and regulations. In the event of a breach or suspected breach of any privacy or security measures described herein that has become known to Company, Company will immediately notify Customer thereof, and use its commercially reasonable efforts to remedy such breach.

3. Support Services

Company shall provide Customer with support services as specified in the Order (the "Support Services").

4. Ownership

(a) Ownership of the Service; Intellectual Property. Company shall retain all title to and ownership of and all proprietary rights with respect to the Services (including all software used to provide the Services and all portions thereof (including all derivatives or improvements thereof), whether or not incorporated into or used with other software as a service, software or hardware. Customer's use of the Services does not constitute a sale of any of such software or any portion thereof. Company's name, logo, and the product names associated with the Services are trademarks of Company or third parties, and no right or license is granted herein to use them. Company hereby grants Customer, solely during the term of this Agreement, a limited, royalty-free, revocable license to use and install the Company provided software (which may include certificates and pack files) solely on Customer's machines and devices and only as necessary or appropriate to receive the Services (the "Client Software").

(b) Ownership of User Data. The Services may allow Customer to track and gather a range of data and information regarding its Users ("User Data"). Customer shall retain all title to and ownership of and all proprietary rights with respect to User Data, and shall be solely responsible for its use thereof. Customer is also responsible for securing and backing up its User Data and Company shall only restore lost User Data to its last-backup point if the loss was due to a fault in Company's Services or Support Services. Customer hereby grants Company a worldwide, royalty-free, and non-exclusive license to access and use User Data for the sole purpose of enabling Company to provide the Services, and for the limited purposes set forth in Company's Privacy Policy (described below).

(c) Data Use. To the extent Company receives any personal information (as such term or any analogous term may be as defined under applicable law) from or on behalf of Customer in connection with Company's provision of Services to Customer under the Agreement ("Customer personal information"), Company will only use, retain, disclose and otherwise process such Customer personal information for the purpose of providing the Services or in order to comply with the law. Company may disclose Customer personal information to its service providers as necessary for Company to provide the services to Customer. Company will however not otherwise retain, use, or disclose Customer personal information for any purpose other than to perform the Services or outside of the direct business relationship between Customer and Company. Specifically, it will not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate Customer personal information to any third party for monetary or other valuable consideration. Company certifies that it understands and will comply with the restrictions on the processing of Customer personal information as set forth in this Section 4 (a).

(d) Data sources. Customer acknowledges that, dependent on the type of Services Company provides to Customer, Company may rely on publicly available or third-party data in order to provide the Services. Customer understands and agrees that Company has no responsibility for the accuracy, availability, reliability, or integrity of such data.

(e) Ownership of Reports and Analyses. Company may provide Customer with certain reports and analyses as part of the Services ("Reports"). Company shall retain all title to and ownership of and all proprietary rights with respect to such Reports. Company hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license, for the term of this Agreement, to use Reports strictly for Customer's own internal, legitimate, non-commercial, educational purposes.

(f) Mobile App and Parent/Guardian Usage. Customer acknowledges that Users may need to download the Company's mobile application from the relevant major mobile device provider app stores (iTunes or Google Play) and that use of the Company's mobile application or website by parents/guardians is subject to Company's terms of service and Privacy Policy.

(g) Feedback. If Customer provides any ideas, suggestions or recommendations to Company regarding Company's software, products, services or technology ("Feedback"), such Feedback is provided on a non-confidential basis to Company and Company is free to retain, disclose, use and incorporate such Feedback in Company's and/or its affiliates' products and services, without payment of royalties or other consideration to Customer. Customer understands and agrees that Company is not obligated to use, display, reproduce, or distribute any such Feedback, and that it has no right to compel such use, display, reproduction, or distribution. Nothing herein shall be interpreted as imposing an obligation on Customer to provide Feedback to Company.

5. Privacy Policy

(a) The parties agree that Customer is an educational institution, that Company is a service provider to Customer, and that Company's collection and use of the personally identifiable User Data of children under the age of 18 ("Minor User Data") is conducted on behalf of and with the authorization of Customer, in order to provide the Services requested by Customer. Customer has received and reviewed Company's Privacy Policy, Children's Privacy Policy and Notice of Privacy Practices (together the "Privacy Policy"), which include a privacy policy and direct notice of privacy practices as required by the Children's Online Privacy Protection Act Rule, 16 C.F.R. 313 ("COPPA"). Customer expressly consents to the collection, use and disclosure of Minor User Data as set forth in the Privacy Policy as applicable to those Services requested by Company. For the purposes of COPPA, Customer acknowledges that it is an educational institution, that it plans to use the Services in its capacity as an educational institution, and that it is authorized to consent to Company's collection, use and disclosure of Minor User Data by Company in order to provide the Services to Customer. Customer further acknowledges, and Company agrees to provide, Customer an opportunity to review the Minor User Data, and to request that such data be deleted and/or no longer collected or used (which may impact the availability of the Services). By executing this Agreement, Customer expressly acknowledges that it has received and reviewed the Privacy Policy, and grants its consent to Company's collection, use and disclosure of Minor User Data in accordance with the Privacy Policy, which may be updated from time to time, provided Customer will be notified of any material changes.

(b) Notwithstanding Section 5(b), Customer expressly agrees that Company may de-identify or aggregate User Data and Minor User Data so that it no longer identifies an individual under the age of 18 ("Aggregate Data"), and may maintain and use such data for its own purposes as set forth in the Privacy Policy, provided it has implemented reasonable safeguards to prevent the re-identification of Aggregate Data.

6. Customer Responsibilities, Warranties and Restrictions

(a) Customer agrees that it shall not do any of the following: (i) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (including any Client Software), or in any way attempt to reconstruct or discover any source code or underlying ideas or algorithms of any part of the Services (including any Client Software); (ii) access or use the Services (including any Client Software) in order to build a similar or competitive product or service or for the purposes of bringing an intellectual property infringement claim against Company; (iii) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any of the Services (including any Client Software); (iv) attempt to gain unauthorized access to the Services (and Customer shall make commercially reasonable efforts to prevent unauthorized third parties from accessing the Services (including any Client Software)); or (v) exceed the permitted number of devices, active users or students, teachers, faculty and staff in a school or district, in each case as specified in an Order.

(b) Customer shall not (i) access or attempt to access the administrative interface of the Services by any means other than through the interface that is provided by Company in connection with the Services, unless otherwise agreed in writing or (ii) intentionally engage in any activity that interferes with or disrupts the Services (or any servers or networks that are connected to the Services).

(c) Customer is responsible for all activity occurring under Customers' accounts for the Services by its authorized users. Customer shall notify Company within a commercially reasonable time of any unauthorized use of any user account or any unauthorized use of the Services. Customer may not access the Company Services in a manner intended to avoid incurring fees or provide incorrect information for an Order for purposes of reducing amounts payable to Company.

(d) Customer represents, covenants, and warrants that Customer will use the Services only in compliance with the terms and conditions of this Agreement and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it reasonably believes may be (or is alleged to be) in violation of this Agreement or applicable laws and regulations.

(e) If Customer is a government entity, unit, agency, organization, entity or party (including a school or school district), then Customer represents, warrants and covenants that Customer has taken all actions, complied with all requirements, obtained all prior consents and reviews, and otherwise satisfied all prerequisites that may be necessary or appropriate to enable Customer to enter into and perform this Agreement in accordance with its terms and conditions.

(f) Where Customer's uses the Services to send emergency notifications, alerts or other messages to recipients, including via text/SMS, phone, prerecorded message, email or other electronic communication ("Electronic Communication"), Customer represents, warrants and covenants that: (i) it has provided (and will continue to provide) adequate notices and has obtained (and will continue to obtain) the necessary permissions and consents from each recipient to receive such Electronic Communications from or on behalf of Securly, including as required by the Telephone Consumer Protection Act ("TCPA") and the CAN-SPAM Act, each as amended and including the regulations, guidance, and orders promulgated pursuant to such each; (ii) it will not send any Electronic Communication to a recipient that has not

consented to receive such communications from Customer; (iii) it will not send any Electronic Communication to any recipient that has specifically opted out of receiving Electronic Communications from Company; (iv) not send, direct Securly to send or otherwise direct or cause to be sent any Electronic Communication in violation of applicable law or this Section 6(f); (iv) it will maintain adequate records of consents and its compliance with this Section 6(f) and shall provide upon request any such records to Securly for inspection; and (vi) it will only send, direct to be sent or otherwise cause to be sent Electronic Messages to (A) students, parents, guardians, personnel and other authorized parties, and (B) only for emergency purposes (as defined pursuant to the TCPA).

(g) Where Customer's use of the Services include visitor management, verification and tracking of visitors and other individuals, and related services or applications ("VMS"): Customer represents, warrants and covenants that: (i) it is responsible for ensuring that its collection, use and disclosure of all information (including personal information) and its instructions to Securly comply with applicable laws; (ii) that has provided (and will continue to provide) adequate notices and has obtained (and will continue to obtain) the necessary permissions and consents from each relevant individual to the collection, use, disclosure and/or storage of their information; (iii) it will not use the VMS (or any other of the Services) for the purposes of obtaining or conducting, background checks, employment verification, hiring, promotion, retention, termination, or reassignment decisions including but not limited to with respect to vendors, employees, contractors, providers, volunteers or other personnel; or otherwise engaging in any activities that are regulated by the Fair Credit Reporting Act (as amended) and the regulations, guidance, and orders promulgated thereto ("FCRA") or other state or federal laws or regulations related to consumer credit reports and background checks.

(h) There is no applicable law, regulation, rule, or other governmental requirement (A) which in any way restricts or limits the duty of Customer to fully perform and comply with all obligations of Customer as set forth in this Agreement, or (B) which impairs the rights of Company as set forth in this Agreement; and (iii) the software for the Services provided under this Agreement will be treated as "commercial computer software" and "commercial computer software documentation" under any applicable governmental laws, regulations or rules.

(i) If any software or documentation is acquired by or on behalf of a unit or agency of the United States Government, Customer agrees that such software or documentation is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement with Company to the contrary, Customer's rights with respect to such software and documentation are, in the case of civilian agency use, Restricted Rights (as defined in FAR §52.227.19), and, if for DoD use, limited by the terms of this Agreement, pursuant to DFARS §227.7202.

7. Confidential Information

(a) "Confidential Information" means any and all non-public information provided or revealed by one party ("Discloser") to the other party ("Recipient") or otherwise learned by a party during the course of performance under this Agreement, including without limit software, programs, prices, processes, documentation, financial, marketing and other business information, and all other material or information that is identified at the time of disclosure as confidential or proprietary or which otherwise would reasonably be expected to be kept confidential. Confidential Information shall also include: (i) the Discloser's planned or existing computer systems and systems architecture, including computer

hardware, computer software, source code, object code, documentation, methods of processing and operational methods; (ii) the Discloser's customer lists, sales, profits, organizational structure and restructuring, new business initiatives and finances; (iii) the Discloser's services and products, product designs, and how such products are administered and managed; and (iv) the Discloser's User Data. Recipient's obligations of confidentiality shall not apply to information that: (1) is or becomes public through no fault or breach by Recipient, (2) is or becomes known to Recipient (either directly or rightfully through a third party) without an obligation of confidentiality, or (3) is independently developed by Recipient without use of or access or reference to Discloser's Confidential Information.

(b) During the Term of this Agreement and for a period of five (5) years following the termination or expiration of this Agreement, or with respect to any Confidential Information that constitutes a trade secret of the Discloser, for so long as such information constitutes a trade secret, Recipient shall hold Discloser's Confidential Information in confidence and will not disseminate or disclose the Confidential Information to any third party except its Personnel, as set forth herein, unless required by applicable law to do so. Recipient will protect Discloser's Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but in no event will Recipient use less than a reasonable degree of care. Recipient will use Discloser's Confidential Information solely to the extent necessary to exercise its rights and obligations under this Agreement and will ensure that Confidential Information is disclosed only to its employees, contractors and other personnel (individually and collectively, "Personnel") with a bona fide need to know and who are under binding written obligations of confidentiality with Recipient to protect Discloser's Confidential Information substantially in accordance with the terms and conditions of this Agreement. The Recipient shall be responsible for any breach of this Section 7 by any Personnel. In addition, Recipient will implement and maintain appropriate technical and organizational measures to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the Confidential Information to be protected. Recipient may disclose Confidential Information to the limited extent required to by the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Recipient notifies the Discloser in writing in advance of such disclosure (unless prohibited by law from doing so) and provides the Discloser with copies of any related information so that the Discloser may take appropriate action to protect its Confidential Information.

(c) All Confidential Information is and shall remain the sole property of Discloser, and Recipient shall not acquire any rights or licenses therein except as expressly set forth in this Agreement. Recipient shall return to Discloser (or at Discloser's option, destroy) any and all Confidential Information and any other information and materials that contain such Confidential Information (including all copies in any form) immediately upon Discloser's written request, or upon the termination of this Agreement. Within ten (10) days following Discloser's written request, Recipient will provide Discloser with a written certification, as signed by an officer or executive level employee of Recipient, certifying compliance with this Section 7.

(d) Recipient acknowledges that the disclosure of Confidential Information in breach of the terms of this Section 7 may cause Discloser irreparable injury and damages that may be difficult to ascertain. Therefore, Discloser, upon a disclosure or threatened disclosure of any Confidential Information by Recipient or any Personnel, will be entitled to injunctive relief (without being required to post bond), including, but not limited to, a preliminary injunction upon an ex parte application by the Discloser to protect and recover its Confidential Information, and the Recipient will not object to the entry of an injunction or other equitable relief against the Discloser on the basis of an adequate remedy at law, lack of irreparable harm or any other reason. Without limiting the foregoing, the Recipient will advise the

Discloser immediately in the event that it learns or has reason to believe that any person or entity that has had access to Confidential Information, directly or indirectly, through the Receiver, has violated or intends to violate the terms of this Agreement. This provision will not in any way limit such other remedies as may be available to the Discloser, whether under this Agreement, at law, or in equity.

8. Billing and Payment

(a) The amount of the recurring fees associated with the use of the Services and the Support Services by Customer shall be as set forth in the Order (the "Fees"). Fees for Services may be charged based on the number of (i) devices or active Users, (ii) the number of students in a school or district, or (iii) students, teachers, faculty and staff in a school or district, as specified in an Order. Additionally, there may be other basis for calculating the Fees, as specified in the Order. The Fees exclude all applicable sales, use, and other taxes, fees, duties and similar charges ("Taxes"), and Customer will be responsible for payment of all such Taxes (other than taxes based on Company's income) and any penalties or charges that accrue with respect to the non-payment of any Taxes as well as government charges, and all reasonable expenses and attorneys' fees Company incurs collecting late amounts. All amounts payable under this Agreement will be payable in U.S. Dollars within thirty (30) days of receipt of invoice, unless specified otherwise in the Order or Customer is purchasing the Services and Support Services through an authorized reseller and the parties have agreed that Customer is to pay the authorized reseller directly. Payment of fees shall be made by the Customer prior to receiving the Services. The payment may be made by check or wire transfer. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). To the fullest extent permitted by law, Customer waives all (i) claims relating to charges unless claimed within sixty (60) days after invoicing, and (ii) refunds under any situations aside from those contemplated in this Agreement. Notwithstanding any fees for services posted on Company's website or otherwise published by Company, the parties acknowledge and agree that the Fees may only be modified as set forth below in the "Modification; Waiver" section of this Agreement.

(b) Assignment. Company may assign to a third party (an "Assignee") all of its right, title and interest in all or any of the Fees at any time. Upon any such assignment, Company will give Customer written notice thereof (a "Notice of Assignment"). The Notice of Assignment shall provide the name and contact information for the Assignee and shall instruct Customer to make payment of the assigned Fees to the Assignee. Upon receipt of a Notice of Assignment, (i) Customer shall sign the acknowledgement provision in such Notice of Assignment and return it to Company as provided in such Notice of Assignment and (ii) Customer shall be obligated to make all payments of the assigned Fees to the Assignee, notwithstanding the Order's payment instructions for such Fees.

(c) If Customer is purchasing the Services or Support Services (or both) through an authorized reseller, Customer shall pay the fees for the Services and Support Services, as applicable, on a timely basis directly to the authorized reseller. Without limiting Company's remedies under this Agreement, at law or in equity, Company reserves the right to suspend provision of the Services or Support Services (or both) and to terminate this Agreement should Customer fail to pay the authorized reseller on time, regardless of the reason.

9. Term and Termination

(a) This Agreement commences on the Effective Date and, unless terminated earlier in accordance with its terms and conditions, shall remain in effect for the initial period specified in the Order (or, if no period is specified in the Order, then for an initial period of twelve (12) months) (the "Initial Term"). This Agreement will thereafter continue for successive twelve (12) month periods (each, a "Renewal Term"), unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then-current term. The Initial Term, together with all Renewal Terms, are collectively referred to as the "Term".

(b) Either party may terminate this Agreement by giving written notice to the other party upon the occurrence of an Event of Default by the other party. For purposes of this Agreement, "Event of Default" means a breach by a party of any of its representations, warranties, or obligations under this Agreement, if such breach remains uncured for a period of thirty (30) days following receipt of written notice from the other party.

(c) Any and all provisions in this Agreement which would reasonably be expected to be performed after the termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership of materials, payment, taxes, representations and warranties, indemnification, limitations of liability, effects of termination, and governing law.

10. Company Warranties, Company Disclaimers, and Exclusive Remedies

(a) Company warrants to Customer that it will provide the Services in all material respects as described in the applicable end user documentation, if any, and will provide such Services in a professional manner and in accordance with generally accepted industry practices. If the Services provided to Customer are not performed as warranted, Customer agrees that it must promptly provide a written notice to Company that describes the deficiency in the Services.

(b) COMPANY DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER'S CONTENT OR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY COMPANY, AND (C) THE SERVICES WILL MEET CUSTOMER'S OR ITS USERS' NEEDS, REQUIREMENTS, SPECIFICATIONS, OR EXPECTATIONS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S CONTENT OR APPLICATIONS, OR THIRD PARTY CONTENT (INCLUDING PUBLICLY AVAILABLE

DATA OR OTHER THIRD PARTY DATA) OR SERVICES, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT (A) THAT THE SERVICES WILL COMPLY WITH THE REQUIREMENTS OF THE CHILDREN'S INTERNET PROTECTION ACT, (B) THAT THE SERVICES WILL FUNCTION TO PREVENT MINORS FROM BEING EXPOSED TO INAPPROPRIATE, HARMFUL, UNSAFE, OR OBSCENE CONTENT ONLINE, (C) THAT THE SERVICES WILL PREVENT OR OTHERWISE DISCOURAGE CYBERBULLYING OR SELF-HARM BY STUDENTS, (D) THAT THE SERVICES WILL DETECT ALL CYBERBULLYING AND SELF-HARM BY STUDENTS, OR (E) ALL SOCIAL MEDIA SITES, STREAMING MEDIA, WEB-BASED EMAIL SERVICES, CLOUD STORAGE SITES, OTHER INTERNET SITES (INCLUDING PORN, GAMBLING AND OTHER INAPPROPRIATE SITES FOR MINORS), DIRECT MESSAGES AND ELECTRONIC DOCUMENTS AND FILES WILL BE BLOCKED OR MONITORED OR (F) THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES INCLUDING BUT NOT LIMITED TO AND THIRD PARTY DATA OR THE RESULTS OF ANY QUERIES OR SEARCHES SUBMITTED BY CUSTOMER FOR PURPOSES OF SCREENING VISITORS, OR (G) THE SERVICES WILL DETECT OR PREVENT FROM ENTERING SCHOOL PREMISES ANY OR ALL INDIVIDUALS THAT ARE UNAUTHORIZED OR OTHERWISE PROHIBITED BY APPLICABLE LAW OR CUSTOMER POLICY FROM ENTERING OR VISITING CUSTOMER PREMISES OR PROPERTY.

(d) FOR ANY BREACH OF THE SERVICES WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF COMPANY CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER (AS DETERMINED SOLELY BY COMPANY IN ITS REASONABLE DISCRETION), THEN CUSTOMER MAY TERMINATE THE SERVICES AND COMPANY WILL REFUND TO CUSTOMER THE FEES FOR THE TERMINATED SERVICES THAT CUSTOMER PRE-PAID TO COMPANY FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION. IN SUCH AN EVENT, COMPANY SHALL ALSO EXERCISE COMMERCIALY REASONABLE EFFORTS TO PROVIDE CUSTOMER WITH REASONABLE OPPORTUNITY TO ACCESS THE SERVICES FOR THE PURPOSES OF SECURING AND BACKING UP CUSTOMER'S USER DATA.

(e) TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, AND COMPANY HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability

BOTH PARTIES EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOSS OF TIME OR LOST PROFITS) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF WILLFUL OR GROSSLY NEGLIGENT BREACHES OF SECTION 7, AND WITHOUT AFFECTING THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 10, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY OF ANY TYPE UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THIS PARAGRAPH DOES NOT APPLY TO CUSTOMER'S VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS.

12. Indemnification to the extent allowed by law

(a) Customer Obligations. Customer shall defend Company against any claim, cause of action, suit or proceeding (each a "Claim") made or brought against Company by a third party arising out of or attributable to Customer's use of the Service (other than as expressly set forth in Section 12(b) below), and shall indemnify Company for any damages finally awarded against, and for reasonable attorney's fees incurred by, Company in connection with the Claim, on condition that Company (a) promptly gives Customer written notice of the Claim; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally release Company of all liability); and (c) provides reasonable assistance in connection with the defense (at Customer's reasonable expense).

(b) Company Obligations. Company shall defend Customer against any Claim made or brought against Customer by a third party alleging that Customer's use of the Service infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with the Claim, on condition that Customer (a) promptly gives Company written notice of the Claim; (b) gives Company sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless the settlement unconditionally release Customer of all liability); and (c) provides reasonable assistance in connection with the defense (at Company's reasonable expense). If a Claim is brought or threatened, or Company believes is likely to occur, Company may, at its option, (i) procure for Customer the right to use the Service, (ii) replace the Service with other suitable products, or (iii) refund any prepaid fees that have not been earned and terminate this Agreement upon notice. Company will have no liability under this Agreement or otherwise to the extent a Claim is based upon (a) use of the Service in combination with software, hardware or technology not provided by Company, if infringement would have been avoided in the absence of the combination, (b) modifications to the Service not made by Company, if infringement would have been avoided by the absence of the modifications, (c) use of any version other than a current release of the Service, if infringement would have been avoided by use of a current release, or (d) any action or omission of Customer for which Customer is obligated to indemnify Company under this Agreement. This Section 12(b) states the Company's sole liability to, and the Customer's exclusive remedy against, the Company for any type of intellectual property infringement claim.

13. Advertising and Public Announcements

Neither party will use the other party's name or marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party's written approval. Notwithstanding the foregoing, Company may publish Customer's name as part of a publicly-available list of Company's customers.

14. Relationship of the Parties

The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer- employee relationship, a partnership, fiduciary, or agency relationship or any association or joint venture between the parties.

15. Force Majeure

Except payment obligations, any delay in or failure of performance by a party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party, provided that the party affected by such event will immediately notify the other party and begin or resume performance as soon as practicable after the event has abated. If the act or condition beyond a party's reasonable control that prevents such party from performing any of its obligations under this Agreement continues for thirty (30) days or more, then the other party may terminate this Agreement immediately upon written notice to the non-performing party. Without limitation, act or condition beyond Company's reasonable control include all acts and omissions of Company's service providers. In the event of such termination by Customer, Company shall refund to Customer such fees for the terminated services that Customer pre-paid to Company for the period following the effective date of termination, and shall also exercise commercially reasonable efforts to provide Customer with reasonable opportunity to access the Services for the purpose of retrieving User Data. In all other instances of delay or failures on the part of Company under this Section 15 (i.e. wherein Customer does not or otherwise cannot terminate this Agreement pursuant to this Section 15), Customer shall not be entitled to any service credit or refund.

16. Binding Effect; Assignment; Third Parties

The terms and conditions of this Agreement shall be binding on the parties and all successors and permitted assigns of the foregoing. Customer may not assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the Company's prior written consent. Company may freely assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the Customer's consent, and nothing shall prohibit Company from hiring qualified subcontractors to perform any of the Services or Support Services, as provided herein. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. This Agreement is intended for the sole and exclusive benefit of the parties, is not intended to benefit any third party, and only the parties may enforce this Agreement.

17. Modification; Waiver

All modifications to or waivers of any terms and conditions of this Agreement (including any exhibit) must be in a writing that is signed by the parties hereto and expressly references this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

18. Governing Law

This Agreement and all actions arising out of or in connection with this Agreement shall be construed under and governed by and interpreted in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof.

19. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court with jurisdiction over the parties to this Agreement, such invalid, illegal, or unenforceable provision shall be deleted from the Agreement, which shall then be construed to give effect to the remaining provisions thereof.

20. Notices

All notices, consents and approvals under this Agreement must be delivered in writing by personal delivery, courier, express mail service, or by certified or registered mail, (postage prepaid and return receipt requested) or by e-mail, with reasonable confirmation of receipt, to the other party at the address set forth on at the beginning of this Agreement (in the case of Company) or the Order (in the case of Customer), or such other address as a party may designate from time to time by written notice to the other party. Notice given by mail shall be effective five (5) days after the date of mailing, postage prepaid and return receipt requested. Notice by personal delivery, courier service, or express mail service shall be effective upon delivery.

21. Interpretation

This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The section headings and captions in this Agreement are for convenience of reference only and have no legal effect.

22. Entire Agreement

This Agreement and the Privacy Policy constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written representations, agreements or communications, including, without limitation, any quotations or proposals submitted by Company that are not shown in the Order or any policies or terms for the Services posted on www.securly.com other than the Privacy Policy.

LEARNING Without Tears®

Prepared For

Rutherford County

Quote Number: Q-29110**Quote Date:** 6/7/2022**Valid Through:** 8/31/2022**Ship To**

Shipping Name: Rutherford County
Shipping Address: 490 Fortress Blvd
Murfreesboro, Tennessee 37128
United States

Bill To

Billing Name: Rutherford County
Billing Address: 2240 Southpark Dr
(if different) Murfreesboro, Tennessee 37128
United States

Primary Contact

Name: Ann Haley
Title: Elementary Coordinator
Phone: 6158935812
Email: haleya@rcschools.net

Digital Products Administrator

Name: Jeannie Williams
Title:
Phone:
Email: williamsje@rcschools.net

Sales Contact

Name: Karen Munson
Phone: 781-658-7265
Email: karen.munson@lwtears.com

PO Number:

Special Instructions

IDTT - K : 158
IDTT - 1: 158

Shipping reduced to 5% and Student Editions reduced to \$9.95 with the purchase of HWT and KWT for Grades 2 & 3.

Ordering Options:

- Order online at LWTears.com
 - Please submit your authorized Purchase Order with this Quote via online upload, email or mail:

Online Upload: <http://www.LWTears.com/support/submit-purchase-order>
eMail: <mailto:emailorders@LWTears.com>
Mail: Learning Without Tears
806 W. Diamond Ave. Suite 230
Gaithersburg, MD 20878
 - To pay by credit card, please call Customer Care at 888.983.8409 and press extension 1. If possible, please have your quote number handy as a reference.
- Thank you for choosing Learning Without Tears to support you!

LEARNING Without Tears®

Kindergarten

Product Code	ISBN	Description	Grades	List Price	Your Price	Quantity	Total
LND-22	9781954728745	Letters and Numbers For Me 2022 Student Edition + Student and Teacher Digital	K	\$11.85	\$9.95	3,150	\$31,342.50

Grade 1

Product Code	ISBN	Description	Grades	List Price	Your Price	Quantity	Total
MPBD-22	9781954728752	My Printing Book 2022 Student Edition + Student and Teacher Digital	1st	\$11.85	\$9.95	3,150	\$31,342.50

Professional Development

Product Code	ISBN	Description	Grades	List Price	Your Price	Quantity	Total
ZXONSITE1		One Onsite Professional Development Day	NA	\$3,300.00	\$3,300.00	2	\$6,600.00

Subtotal Before Discount	\$81,255.00
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Total Savings	\$11,970.00
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Subtotal	\$69,285.00
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Estimated Shipping and Handling Within US: 10% of subtotal (\$6.50 minimum); AK, HI, APO/FPO: 15% of subtotal (\$7.50 minimum); Outside US: 15% of subtotal (\$20.00 minimum)	\$3,134.25
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Estimated Sales Tax (if not tax exempt) For all states excluding AK, DE, MT, NH and OR, please add appropriate state and local tax based on delivery address. If you are a tax-exempt entity, please send your tax-exempt certificate with your order.	
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TOTAL	\$72,419.25
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Proposal for Partnership

Quote Number	Q-26962	Created Date	06/08/2022
Account Name	Rutherford County Schools (TN)	Expiration Date	07/08/2022
Primary Contact	Ann Haley	Prepared By	Tabitha Savage
		Email	tabitha.savage@openup.org

Bill To JoAnne Robichaud
2240 Southpark Dr
Murfreesboro, TN 37128

Ship To Ann Haley
2240 Southpark Dr
Murfreesboro, TN 37128-5507

Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Unit Price	Qty.	Total Price
OUR BL 1 DAY EL DESIGN WKSHP	BLELLA1DESWK	\$4,000.00	9	\$36,000.00
OUR BL EL LDR LRNG WALKS	BLELLALRWLK	\$4,000.00	9	\$36,000.00
OUR BL EL LDR VIR COACH YEAR	BLELLALVCHY	\$4,000.00	1	\$4,000.00
OUR BL VIR LIVE	BLELAVIRLIVE	\$1,500.00	6	\$9,000.00

Subtotal: \$85,000.00

Total: \$85,000.00

Terms & Conditions

Pricing Information:

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice.

- Note: This is a cost proposal, not a formal contract.
- You agree to BetterLesson PersonalizedPD Terms and Conditions (see Attachment A) by signing this proposal, future quotes for additional solutions or by providing a purchase order.
- BetterLesson, Inc. is an intended third-party beneficiary of this quote with full recourse against your school or district for any nonpayment or violation of the PersonalizedPD Terms and Conditions (Attachment A).

Ordering Information:

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

Payment Information:

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.
- Payment for BetterLesson services is required in advance of delivery.
- A 3% service charge will be applied for credit card payments.
- After 90 days, a fee of 1.5% per month will be charged on unpaid balances



General Purpose Budget Motion

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

Contract Details

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

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

Brian Lawler Contract Fee: \$7,000

Teacher Pay: \$30,000

Supplies: \$500

Total: \$37,500

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



Rutherford County Schools Laptop Protection Plan

Rutherford County Schools offers a Protection Plan to cover any accidental damage or theft. Enrollment in this Protection Plan will alleviate the potential cost of repair and/or replacement costs that could result from accidental damage to your child's assigned device. **The cost of the plan will be \$20 per year.** This is payable when the student is issued the laptop. Although you are not required to purchase the Protection Plan, parents are strongly encouraged to consider its benefits. If you choose not to purchase this plan, you will be held liable for the damage or replacement cost of the device just as with any school-issued textbook or resource.

In accordance with School Board Policy 6.311 Care of School Property, students who destroy, damage, or lose school property shall be responsible for the cost of replacing or repairing such materials or equipment. Rutherford County Schools recognizes that there is a need to protect the investment by both the District and the Student/Parent. The following outlines the details of this protection plan and the Student's and Parent's responsibilities to abide by it.

Replacement/Repair Cost Examples:

Laptop - \$290.00
Broken Touch Screen - \$100
Keyboard - \$19.99
Charger - \$34.00
Clear Snap-on Case - \$24.00

What IS covered under this plan

The Protection Plan covers minor repairs and/or a replacement for accidental damage **per school year** ending in May. This includes cracked screens or cases, replacement keyboards and/or trackpads, defective chargers, and other hardware issues such as broken ports and connections. The cost of **ANY** additional repairs during the school year may be charged in full to the student. **Incidents will be reviewed on a case-by-case basis. The Protection Plan may be revoked for repeated incidents at the district's discretion.**

What is NOT covered under this plan

*Any damage that occurs when the laptop is not in the issued protective case. *Damage as a result of the violation of the Acceptable Use Policy. *Damage as a result of negligence (i.e. the laptop is placed in an unsafe location or position, misused, or not handled properly.) *Damage to a part or product that has been modified to alter functionality or capability. *Damage that is cosmetic, including, but not limited to scratches, dents, and broken areas around ports that do not interfere or affect functionality. *Loaning your laptop or charger to another student. ***Loss of the device, protective case or charger.**

What if my child's issued device gets stolen?

If the device is stolen **on school grounds**, the theft must be reported by the student to the School Resource Officer within three business days. If the device is stolen **off school grounds**, the theft must be reported to the local area law enforcement authority where the theft occurred within three business days. A copy of the police report must be turned in to the main office at the school. Once the report is received by the school, a replacement laptop will be issued. If the Protection Plan is not in effect, the student will be responsible for the cost of the device.

Reference RCBOE Policies: Care of School Property (6.311), Student Fees and Fines (6.709)

Reference: RCS Device Use Handbook, RCS Student Mobile Device Responsible Use Agreement



General Purpose Budget Motion

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

Contract Details

Delta Math Plus for the 2022-2023 school year

Total Contract: \$14,270

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



General Purpose Budget Motion

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

Contract Details

National Council of Supervisors of Mathematics Conference

Total Amount: 2,000

Motion: to approve General Purpose Funds to pay for the high school math specialist to attend the National Council of Supervisors of Mathematics conference held September 26-28, 2022 in Anaheim, California.



Teacher Technology Lead 2022-2023

The purpose of the teacher technology lead is to provide training and support for their faculty to achieve district technology initiatives. The lead will act as a direct liaison between their school and the instructional technology department and must agree to the terms and tasks below to receive the full stipend.

As a teacher technology lead, you must attend training for the following to provide support in your building

- Basic hardware troubleshooting
- Inventory and Resource Manager training
- Essential district software and textbook resources
- After school instructional technology training and collaboration with a cohort of fellow teachers (1.5 hour a month)

Teacher Technology Lead Tasks

- Assist with laptop inventory
- Assist with basic software and hardware troubleshooting and questions
- Provide support for district essential software and textbook programs
- Communicate with the instructional technology department and share important updates and information
- Assist with school website updates unless the principal has a different designee

2022- 2023 Teacher Technology Lead Focus

The focus will primarily involve hardware inventory and troubleshooting. As the district office hardware technology department grows, schools will receive more support from district technicians. The goal is that the Teacher Technology Lead will assist with training in essential software programs in the 2022-2023 school year. We will also work closely with the principal, instructional coaches, and/or media specialists at the school to determine the best way this role can support the technology needs of the school.

To receive the stipend, the teacher must agree to a minimum of four to five hours of service each month August 2022-May 2023. This includes 1.5 hours of required training, collaboration, and updates after school.

What it is:	What it is NOT:
Sharing help resources with teachers	Is not an interruption of the teacher's normal school day. Teaching, planning, and PLC time is protected.
Limited obligations outside of school hours	Is not expected to know and fix everything
Collaboration with teacher technology leaders at other schools	
An opportunity for leadership and professional growth	

Prepared By: LuAnn Carter
 Customer Name: Rutherford County School District
 Contract Term: 12 Months
 Start Date: 1-JUL-2022
 End Date: 30-JUN-2023
 Billing Frequency: Annually

Customer Contact: Jeannie Williams
 Title: Instructional Technology Coordinator
 Address: 2240 Southpark Boulevard
 City: Murfreesboro
 State/Province: Tennessee
 Zip Code: 37128
 Phone #: (615)893-5815 X22120

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			
Schoology LMS Subscription	47,000.00	Students	USD 207,740.00
Schoology Content Subscription Professional Learning	1.00	Per Person	USD 1,560.00
Schoology Premium Plus Support	47,000.00	Students	USD 39,010.00

License and Subscription Totals: **USD 248,310.00**

Quote Total

Initial Term	1-JUL-2022 - 30-JUN-2023
Payment Total	USD 248,310.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Rutherford County School District

Signature:

Signature:

A handwritten signature in cursive script, appearing to read "Eric Shander".

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 6-JUN-2022

Date:

PO Number: _____

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Telework During Emergencies	Descriptor Code: 5.1151	Issued Date: 04/02/20
		Rescinds:	Issued:

Rutherford County Schools (RCS) is committed to maintaining a workplace that facilitates the recruitment of new employees and helps in the retention of existing employees. Additionally, RCS desires to maintain work facilities in the case of emergencies or in the event of a district wide closure.

Teleworking is a work arrangement where eligible employees are allowed to perform their normal duties and responsibilities through the use of hardware and software at an alternate location from their normal work site. This policy establishes and defines telework and those that are eligible and defines the procedures for performing work from an alternate location.

Determining whether a position and an employee is eligible for telework shall be at the discretion of the employee's Assistant Superintendent and the Director of Schools.

~~This emergency based telework policy is intended to aid in the recruitment and retention of a diverse and talented work force, reduce costs to employee and provide continued job productivity during times of emergency.~~

Definitions:

1. **Alternate Work Location** – A work site other than the employee's central work location. This is usually the teleworker's home.
2. **Central Work Location** – The location where the employee would be required to work if they were not doing telework.
3. **Eligible Employee** – An employee in a job identified by the Director of Schools and or his/her designee as being essential during times of emergency and suitable for telework.
4. **Telework** – A work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved alternate work location.
5. **Teleworker** – An eligible and approved employee with work assignments that can be fulfilled from an approved alternate work location using agency provided computer-based solutions.

General Duties:

1. RCS management may encourage an employee to telework if the duties and responsibilities of the eligible person are required during times of emergency, and/or if the schedule and arrangements fit the needs of both the district and the employee. Likewise, an employee's participation in the RCS teleworking program is voluntary, however in the event of an emergency, employees may be required to take approved leave if unable to telework.

2. An employee's participation in the program will be determined by the length and duration of the emergency and will be both initiated and ended at the discretion of the supervisor and/or the Director of Schools.
3. RCS Assistant Superintendents will identify the job positions with duties or portions of duties that are essential during the time of emergency and may still be required to work on site. Other employees performing duties that are essential to the district's productivity may be eligible to work from an alternate work location.

8 Working Conditions and Expectations of Employees during Teleworking:

1. Employees who are teleworking should assess the portability of their work and the level of technology available at the alternate work location as they prepare to telework. In many cases, employees will need to plan their telework days in advance in order to be as effective as possible. While planning, employees should consider the following questions:
 - a. What files or other documents will be needed from the regular workplace for teleworking the next day(s)?
 - b. What equipment will be needed?
 - c. Who needs to be notified of scheduled teleworking?
 - d. What other steps may be needed before leaving the Central Work Location (e.g. forwarding calls, etc.)?
 - e. To prepare for the contingency of an unscheduled telework day, what should be available at all times at the Alternate Work Location that would enable the employee to be functional without coming onsite to retrieve materials?
2. Although managers are ultimately responsible for the healthy functioning of the workgroup, teleworkers must help manage the group's expectations and their own communication in order to avoid any negative impact on the morale or productivity of non-teleworkers. Issues that should be considered include:
 - a. Backup: Even with every portable work, there are inevitably instances where physical presence is required, and a co-worker needs to step in. Co-worker backup should be planned. It should also not be burdensome, and it should be reciprocal. Resulting cross-training has broad organizational benefits.
 - b. On-the-Spot Assistance: Teleworkers may occasionally need someone who is physically in the Central Work Location to assist them, for instance, to fax or scan a document to them, or to look up information. Again, these arrangements should not be unexpected or burdensome, and they should be reciprocal.
 - c. Communication: The manager and co-workers need to be kept apprised of the teleworker's schedule, how to reach him/her, how to handle telephone calls or other communications that need to go to the teleworker, and how guests are to be handled.
3. Employees must take responsibility for the security of the data and other information they handle while teleworking. Additionally, employees are required to comply with the districts information security policies, participate in any assigned information security training, follow security protocols, and maintain security of any relevant materials including files, correspondence, and equipment. Employees must ensure that the alternate work location is appropriate and provides the work environment, connectivity, technology, resource access, and security authority consistent with the work in which the employee is engaged.

4. Employees must procure and provide internet services appropriate to the work effort at their own expense.
5. Employees must maintain flexibility and responsiveness to the needs of the supervisor, work team, and agency.

Expectation of Supervisors of Teleworking Employees

Supervisor of employees utilizing alternate work location arrangements have certain responsibilities which include, but are not limited to, the following:

1. Setting forth appropriate measures to protect confidential information;
2. Ensuring that customer service is not adversely affected;
3. Undertaking the necessary risk assessments of the office design and working practices;
4. Clearly defining and setting forth the teleworking employee's responsibilities;
5. Maintaining effective communication with teleworking employees;
6. Maintaining responsibility and accountability for treating all teleworking and non-teleworking employees similarly in acts involving managerial discretion, including but not limited to: distribution of assignments among employees in the work unit, use of appropriate tracking and communication tools, performance management, both informal and formal feedback, performance coaching, learning and development, reassignment, promotions, retention, and discipline.

Hardware, Software, Supplies:

1. Employees approved for telework must maintain a dedicated and safe work environment.
2. General office supplies such as pens and paper will be provided by RCS and should be obtained at the Central Work Location. The employee will not be reimbursed for out-of-pocket expenses for supplies normally provided by RCS.
3. Employees who telework are subject to the same policies regarding the use of RCS provided equipment and services as that of employees at the Central Work Location.

Security:

An employee who teleworks shall not allow anyone other than RCS employees to utilize RCS provided services or equipment. Employees will keep remote work and information confidential, secure, and safe. This includes protecting assets and information in accordance with RCS policies and procedures.

Termination of Privileges:

RCS may terminate the Teleworking Agreement at any time, based on the duration of the emergency and/or the overall needs of the district. Depending on the circumstances, an employee's violation of the Teleworking Agreement may result in disciplinary action.

Rutherford County Board of Education

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

1 The Board shall maintain membership in the Tennessee School Boards Association,¹ and through its
2 membership in TSBA shall be an affiliate member ~~of the Southern Region School Boards Association~~
3 ~~and the National School Boards Association.~~ of any national association of which TSBA is a member.

4 Dues for membership in the Tennessee School Boards Association shall be included in each annual
5 budget in accordance with state statute.

6 The Board may also maintain institutional membership in other educational organizations which the
7 Board finds to be of benefit to members and school system personnel.

Legal Reference:

1. TCA 49-2-2001

Rutherford County Board of Education

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

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

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

Rutherford County Board of Education

Monitoring:
Review: Annually,
in September

Descriptor Term:

Board Member Development Opportunities

Descriptor Code:
1.204

Issued Date:
01/15/09

Rescinds:
1-11

Issued:

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

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

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

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

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

Legal Reference:

1. TCA 49-2-2001(c)

Cross References:

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

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

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

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

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

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

REQUESTS FOR INSPECTION²

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

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

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

REQUESTS FOR COPIES²

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

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

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

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

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

FREQUENT AND MULTIPLE REQUESTS

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

DENYING REQUESTS FOR NONCOMPLIANCE⁷

Requests to Inspect a Public Record

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

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

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

Requests for Copies of Public Records

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

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

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

RECORDS RETENTION

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

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

DISTRICT PUBLIC RECORDS REQUEST COORDINATOR¹⁴

Monika Ridley
General Counsel
2240 Southpark Drive
Murfreesboro, TN 37128
ridleym@rcschools.net
Phone: 615-893-5815
Facsimile: 615-904-3894

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

Financial Reports and Records 2.701
Personnel Records 5.114
Student Records 6.600

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

1 *General*

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

4 *Central Office*

5 **PREPARATION PROCEDURES**

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

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

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

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

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

21 **HEARING AND REVIEWS**

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

24 **FINAL ADOPTION PROCEDURE**

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

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

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

6

Legal References

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

Rutherford County Board of Education

Monitoring:

Review: Annually, in
January

Descriptor Term:

Payroll Procedures

Descriptor Code:

2.802

Issued Date:

01/15/09

Rescinds:

7-25/7-29

Contract Art. 6

Issued:

01/15/09

Central Office

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

Payroll procedures shall be as follows:

1. All certified personnel have the option of either ten (10) or twelve (12) month installments.

2. All ten (10), eleven (11), and twelve (12) month support personnel shall be paid biweekly (or monthly for salaried support staff) for the month which they are employed.

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

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

Cross References:

Compensation Guides and Contracts 5.110

Separation Practices for Tenured Teachers 5.200

Separation Practices for Non-Tenured Teachers 5.201

Separation Practices for Non-Certified Employees 5.202

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

1 General

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

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

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

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

15 *Individual Schools*

16 The Director of Schools must approve the following purchases:

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

20 *Central Office*²

21 **ROUTINE PURCHASES**

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

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

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

SPECIAL PURCHASES

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

EMERGENCY PURCHASES

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

PURCHASING OF SURPLUS PROPERTY

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

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

COOPERATIVE PURCHASING

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

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

ONLINE PURCHASING

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

1. Prior authorization shall be obtained from the Director of Schools before setting up new online accounts, and schools shall maintain a list of accounts;
2. Online purchases shall be for school purposes and made in accordance with established policies and procedures. School employees are prohibited from making personal purchases even with the intent of reimbursing the school district. School employees are prohibited from using a school's tax-exempt status for personal purchases of any kind;⁴
3. The availability of money for the fund/account in question shall be determined before purchase orders are approved;
4. All purchase orders shall be properly filled out and approved prior to a purchase; and
5. Price quotes shall be obtained where possible and/or practical and retained with other purchase documentation.

PURCHASING WITH FEDERAL GRANT FUNDS

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

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

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

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

Rutherford County Board of Education

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

1 *General*

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

6 *Students*

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

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

19 *Staff*

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

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

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

1 **QUALIFICATIONS**

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

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

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

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

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

16 **ESSENTIAL FUNCTIONS**

17 **General Administrative**

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

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

Financial Management

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

Personnel Administration

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

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

Instructional Leadership

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

Community/Public Relations

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

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

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

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

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

Legal References

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

Cross References

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

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

1 *General*

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

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

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

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

FACILITIES USE

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

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

COCURRICULAR ACTIVITIES PARTICIPATION

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

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

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

RECORD ACCESS

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

STUDENT PERFORMANCE

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

Legal References

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

Cross References

Compulsory Attendance Ages 6.201

Rutherford County Board of Education

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

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

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

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

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

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

The administrator/designee will:

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

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

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

3 **BLOOD GLUCOSE SELF-CHECKS²**

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

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

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

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

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

18 **STUDENTS WITH ADRENAL INSUFFICIENCY⁴**

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

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

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

Legal References

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

Cross References

Emergency Allergy Response Plan 6.412

Rutherford County Schools					
2021/22 Fund 177 Budget					
Major Capital Projects					
Budget Amendment					
				6/16/2022	
			Final Clean up	Amendment #8	
Object	Description	Amended Budget	Decrease	Increase	Amended Budget
34685	Comm for Capital Proj.	5,063,287	550,000.00	0	4,513,287
Object	Description	Amended Budget	Increase	Decrease	Amended Budget
72310-510	Board Of Education				
	Trustee's Commission	168,000	0	0	168,000
	Total Board of Education	168,000	0	0	168,000
91300	Education Capital Projects				
304	Architects	0	0	0	0
321	Engineering Services	12,859	0	0	12,859
335	Maint. & Repair Serv. - Bldgs.	10,235,622	550,000		10,785,622
399	Other Contracted Services	1,050,000	-	0	1,050,000
	Total Education Capital Projects	11,397,949	550,000	-	11,947,949
	This amendment in Fund 177 provides funding for an already approved emergency replacement of a chiller of \$350,000				
	as well as \$200,000 for additional new classroom and administrative office setups for growth in several RCS Schools				
	Recommended motion- to approve the final clean up amendment for FY 21-22 for Fund 177 as presented				
	Director of Schools				
	Chairman of the Board				

Rutherford County Schools

School Nutrition Fund 143 Budget Amendment #5

Func_obj	Description	Amended 2021/22 Budget	Final Clean Up Amend		Amended 2021/22 Budget
			Decrease	Increase	
47114	USDA reimb. - other	24,771,614		271,000	25,042,614
	Revenue	28,388,614	-	-	28,659,614

Func_obj	Description	Amended 2021/22 Budget			Amended 2021/22 Budget
			Increase	Decrease	
72310-305	Audit Services	16,000			16,000
72310-513	Workers' Comp Insur	56,000			56,000
73100-105	Supervisor/Director	170,882	3,000		173,882
73100-119	Bookkeepers	111,634	2,000	-	113,634
73100-165	Cafeteria Personnel	8,849,077		-	8,849,077
73100-189	Other Salaries & Wages	324,712	6,000	-	330,712
73100-201	Social Security	596,006		-	596,006
73100-204	State Retirement	496,914		-	496,914
73100-206	Life Insurance	5,000			5,000
73100-207	Medical Insurance	1,200,000			1,200,000
73100-210	Unemployment Comp	15,000			15,000
73100-212	Employer Medicare	139,389		-	139,389
73100-299	Long Term Disability	7,700			7,700
73100-307	Communication	-			-
73100-336	Maint. & repair serv. - equip.	50,000			50,000
73100-348	Postage	2,500			2,500
73100-354	Transport.-commodity delivery	185,000			185,000
73100-355	Travel	18,000			18,000
73100-399	Other Contracted Services	1,000,000			1,000,000
73100-421	Food Preparation Supplies	1,350,000			1,350,000
73100-422	Food Supplies	11,200,000			11,200,000
73100-435	Office Supplies	25,000			25,000
73100-451	Uniforms	14,280			14,280
73100-469	USDA - commodities	1,552,000			1,552,000
73100-499	Other Supplies & Materials	220,000	45,000		265,000
73100-524	In-service/Staff Devel	32,000			32,000
73100-599	Other charges	20,350			20,350
73100-710	Equipment	620,000	200,000		820,000
99100-590	Maint. thru BOE (transfers)	20,000	15,000		35,000
	Total Expenditures	28,297,444	271,000	-	28,568,444

Chariman of the Board

Date

Director of Schools

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

Recommended motion – to approve the FY 21-22 Fund 143 budget amendment of \$271,000 increase in both current year revenues and expenditures for the final clean up amendment of the Centralized Cafeteria Func

Fund 141 - General Purpose School

Function	Object	Description	Amended	Amend #11		Amended
			Budget	Decreases	Increases	Budget
40110		Current Property Tax	89,528,345		1,908,228	91,436,573
Total Revenue & Operating Transfers			444,685,259	0	1,908,228	446,593,487

Function	Object	Description	Amended			Amended
			Budget	Increases	Decreases	Budget
71100	471	Reg Education Prg - Elem/Sec - Software	1,117,518	200,000		1,317,518
71100 Total			246,308,420	200,000	0	246,508,420
71150	163	Alternative Instruction - Educational Assistants	167,407	25,000		192,407
71150	201	Alternative Instruction - Social Security	112,933	3,600		116,533
71150	212	Alternative Instruction - Employer Medicare	26,505	1,000		27,505
71150 Total			2,619,926	29,600	0	2,649,526
71200	171	Special Education Program - Speech Pathologist	2,081,300	210,000		2,291,300
71200	189	Special Education Program - Other Salaries & Wages	342,731	180,000		522,731
71200	201	Special Education Program - Social Security	1,552,514	20,000		1,572,514
71200	204	Special Education Program - Pensions	2,425,284	35,000		2,460,284
71200	212	Special Education Program - Employer Medicare	364,357	10,000		374,357
71200	312	Special Education Program - Contracts W/Private Agencies	1,167,809	340,000		1,507,809
71200 Total			38,046,750	795,000	0	38,841,750
72130	162	Other Student Support - Clerical Personnel	349,189	55,000		404,189
72130	201	Other Student Support - Social Security	578,623	3,400		582,023
72130	204	Other Student Support - Pensions	895,888	5,500		901,388
72130	212	Other Student Support - Employer Medicare	135,795	1,000		136,795
72130	322	Other Student Support - Evaluation And Testing	265,078	100,000		365,078
72130 Total			13,714,619	164,900	0	13,879,519
72210	129	Regular Instruction Program - Librarians	3,650,114	100,000		3,750,114
72210	138	Regular Instruction Program - Instructional Computer Personnel	307,895	3,451		311,346
72210	162	Regular Instruction Program - Clerical Personnel	94,815	36,000		130,815
72210	201	Regular Instruction Program - Social Security	472,684	7,500		480,184
72210	204	Regular Instruction Program - Pensions	744,465	13,500		757,965
72210	212	Regular Instruction Program - Employer Medicare	110,935	3,500		114,435
72210 Total			12,110,002	163,951	0	12,273,953
72230	499	Career and Technical Education Program - Other Supplies And Mater	15,000	10,000		25,000

72230	524	Career and Technical Education Program - In Service/Staff Developm	130,500	25,000		155,500
72230	790	Career and Technical Education Program - Other Equipment	5,000	10,000		15,000
72230 Total			616,568	45,000	0	661,568
72260	162	Adult Program - Clerical Personnel	47,371	7,400		54,771
72310	510	Board Of Education - Trustee's Commission	2,995,000	50,000		3,045,000
72310 Total			8,870,370	50,000	0	8,920,370
72320	101	Director Of Schools - County Official/Administrative	167,632	21,070		188,702
72320	207	Director Of Schools - Medical Insurance	57,204	5,000		62,204
72320	320	Director Of Schools - Dues And Memberships	15,000	17,000		32,000
72320	399	Director Of Schools - Other Contracted Services	30,000	5,000		35,000
72510	105	Fiscal Services - Supervisor/Director	478,869	17,990		496,859
72510	201	Fiscal Services - Social Security	69,777	1,080		70,857
72510	204	Fiscal Services - Pensions	117,105	1,800		118,905
72510	212	Fiscal Services - Employer Medicare	16,376	255		16,631
72510 Total			1,707,547	21,125	0	1,728,672
72520	162	Human Resources/Personnel - Clerical Personnel	99,768	1,345		101,113
72520	201	Human Resources/Personnel - Social Security	23,968	84		24,052
72520	204	Human Resources/Personnel - Pensions	39,831	136		39,967
72520	212	Human Resources/Personnel - Employer Medicare	5,626	27		5,653
72710	162	Transportation - Clerical Personnel	213,538	11,000		224,538
72710	201	Transportation - Social Security	72,752	690		73,442
72710	204	Transportation - Pensions	113,119	1,100		114,219
72710	212	Transportation - Employer Medicare	17,070	200		17,270
72710	312	Transportation - Contracts W/Private Agencies	589,960		589,960	0
72710	315	Transportation - Contracts W/Vehicle Owners	22,552,615	780,000		23,332,615
72710 Total			25,563,532	792,990	589,960	25,766,562
73400	116	Early Childhood Education - Teachers	1,800,487	75,000		1,875,487
73400	163	Early Childhood Education - Educational Assistants	920,240	80,000		1,000,240
73400	201	Early Childhood Education - Social Security	161,852	9,610		171,462
73400	204	Early Childhood Education - Pensions	266,309	13,950		280,259
Total 73400			4,201,964	178,560	0	4,380,524
			459,364,675	2,498,188	589,960	461,272,903

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

Recommended Motion:

To amend Fund 141 for the final clean up of expenditure line items for FY 21-22 for a net increase of \$1,908,228 in budgeted expenditures. This amount is equivalent to less than one half of one percent of the amended expenditure budget

Bill C. Spurlock, Director of Schools

Date

Tiffany Johnson, Chairman of the Board

**RESOLUTION OF THE RUTHERFORD COUNTY BOARD OF EDUCATION
TO INCREASE THE THRESHOLD FOR COMPETITIVE SEALED BIDS**

WHEREAS, the Tennessee State Legislature in regular session for the year 2022 amended T.C.A §12-3-1212 to increase the threshold over which public advertisement and sealed competitive bids or proposals are required to an amount not to exceed \$50,000 in local governments that have a full time purchasing agent and a centralized purchasing authority.

WHEREAS, Rutherford County Schools has a staff of two full time purchasing agents in the school system's centralized purchasing office.

NOW, THEREFORE, BE IT RESOLVED, by the Rutherford County Board of Education meeting in regular session on June 16, 2022 that, upon the passage of this resolution, the competitive purchasing limit be changed to comply with amended T.C.A §12-3-1212 and be set at Fifty Thousand (\$50,000).

ADDITIONALLY, BE IT RESOLVED, that in accordance with amended T.C.A §12-3-1212(c) that at least three (3) written quotations will be required for all purchases costing Fifteen Thousand (\$15,000) but less than Fifty Thousand (\$50,000).

Chairman of the Board

Date

Director of Schools

PROFESSIONAL SERVICES AND EXCLUSIVE MARKETING AGREEMENT

This Professional Services and Exclusive Marketing Agreement (“**Agreement**”) is made and entered into as of _____, 2022 between the Rutherford County Board of Education (“**RCS**”), and Tennessee Orthopaedic Alliance, P.A.(“**TOA**”), Ascension St. Thomas Health System (“**STH**”), Results Physiotherapy (“**RP**”).

RECITALS:

WHEREAS, in connection with the operation of its schools’ athletic departments, RCS needs a qualified physician to provide team physician services to the student-athletes of RCS at home varsity high school football games (the “**Services**”);

WHEREAS, TOA, STH, RP has employees with the qualifications necessary to provide the Services for RCS’s student-athletes; and

WHEREAS, TOA, STH, RP also has the capability to supervise and direct the Services in accordance with the needs and objectives of RCS.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. OBLIGATIONS OF TOA, STH, RP

At TOA, STH, RP’s own expense, TOA, STH, RP shall carry out the following duties necessary for the successful and professional provision of the Services. Such duties shall include, but not in any way be limited to, the following:

1.1 Practitioner. TOA, STH, RP will employ or contract with one or more physicians (MD or DO) as a full-time member of TOA, STH, RP’s sports medicine department (such physician hereafter referred to as “**Practitioner**”) who will provide the Services to RCS. These services shall include all home high school varsity football games and jamborees, and all home football varsity playoff games. Additionally, Practitioner will travel up to 45 miles for away regular and playoff high school varsity football games. After exercising due diligence in attempting to secure a Practitioner, TOA, STH, RP may periodically provide a licensed physician assistant employed by TOA, STH, RP as a substitute for Practitioner in the event of scheduling conflicts. TOA, STH, RP shall ensure no more than one PA is substituted for a Practitioner per week of scheduled events. Upon mutual agreement of the parties, the Services may, from time to time, be expanded to include additional athletic event coverage by Practitioner or other TOA, STH, RP physicians (Onsite or On Call) at tournaments or other athletic events where TSSAA rules require physician medical coverage, or where both parties agree that physician coverage is necessary. TOA, STH, RP will be responsible for assuring that Practitioner performs Services in compliance with the provisions of this Agreement. The sole source of compensation under this Agreement to TOA, STH, RP and Practitioner for professional services to student-athletes will be any fees collected by TOA, STH, RP from student-athletes or responsible third-party payors.

1.2 Qualifications. Any Practitioner providing Services under this Agreement shall be duly licensed to practice medicine in Tennessee, without restriction or subject to any

disciplinary or corrective action, and shall provide the Services in compliance with applicable federal, state and local law, rules, and regulations.

1.3 Insurance. TOA, STH, RP and Practitioner will at all times throughout the term of this Agreement maintain professional liability insurance in an amount no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Upon request by RCS, TOA, STH, RP will deliver to RCS a certificate of insurance evidencing the required coverage.

1.4 TOA, STH, RP Shall Provide:

- (a) Standing physicians orders for RCS Athletic Trainers;
- (b) An annual, one-day, Athletic pre-participation exam event;
- (c) Provision of a collared shirt bearing a TOA, STH, RP logo and RCS logo to all RCS athletic trainers with a design and quality subject to approval by both parties.

II. MARKETING AND EXCLUSIVITY

2.1 Marketing and Exclusivity. TOA, STH, RP shall be the exclusive provider of Sports Medicine services to RCS and the exclusive official provider of Sports Medicine services at RCS athletic events. TOA, STH, RP may provide the Services to third-parties, but RCS shall not obtain services similar to the Services from any third-party, and RCS shall not advertise or otherwise promote any third-party services that are similar to the Services. During the term of this Agreement, RCS shall not enter into any arrangement with any other health care system or provider of orthopaedics, sports medicine services, or related services such as physical therapy, chiropractic, MRI that is similar to the terms of this Agreement or otherwise in conflict with the terms of this Agreement. Without limiting the foregoing:

- (a) RCS hereby authorizes TOA, STH, RP to refer to TOA, STH, RP in marketing materials and otherwise as the “Official Sports Medicine Provider for Rutherford County Schools”, and as the “Official Sports Medicine Provider” for any individual school that is part of RCS. RCS shall install pre-approved TOA, STH, RP signage and/or banners provided by TOA, STH, RP in all RCS athletic venues where space permits.
- (b) Individual organization signage at each Rutherford County School athletic venue and in all sports teams locker rooms and or field house to be agreed upon by both parties.
- (c) Three (3) game announcements at each home football and basketball event and one :30 commercial.

(d) Logo placement for each healthcare partner recognizing the organizations' collectively as Official Sports Medicine Providers on each Rutherford County School(s) athletic web page and social media outlet to be agreed upon by both parties.

(e) RCS shall not permit in any RCS athletic venue any signage or advertising of any third-party Sports Medicine (see definition in 2.1) provider, and RCS shall exercise its best efforts to ensure that TOA, STH, RP receives exclusive marketing for sports medicine, orthopedic, or musculoskeletal health care at RCS locations, and in all appropriate RCS print and or website materials.

(f) RCS shall display TOA, STH, RP's name and logo and a hyperlink to TOA, STH, RP's website, with the slogan "Official Sports Medicine Provider of "school name"" on the RCS school system and each school's web page.

(g) RCS shall obtain TOA, STH, RP's prior approval of each use of TOA, STH, RP's name, logo, domain name or trademarks (each of the foregoing individually and collectively, the "Brand"). All goodwill accruing from any use of the Brand shall inure to the benefit of TOA, STH, RP. TOA, STH, RP reserves all rights in the Brand. RCS shall not take, omit to take, or permit any action which may bring into disrepute the reputation of or goodwill associated with the Brand, or which may invalidate or jeopardize any registration of the Brand.

2.2 Payment. In consideration of the marketing and exclusivity rights described above, TOA, STH, RP shall pay to RCS a marketing fee of Six Hundred Fifty Thousand Dollars (\$650,000.00) per year, payable in equal monthly installments which shall be due and payable by the 10th of each month.

III. TERM AND TERMINATION

3.1 Term; Termination. The term of this Agreement will commence on July 1, 2022 and shall continue in effect for a term of one 3 years, expiring on ~~June 30, 2024~~. June 30, 2025.

3.2 Termination for Breach. Either party may terminate this Agreement by written notice to the other in the event the party to whom notice is sent is in breach or default of any term or condition of this Agreement, which breach or default is not cured within thirty (30) days following written notice of such breach or default.

IV. MISCELLANEOUS

4.1 Parties' Relationship. TOA, STH, RP at all times will act as an independent contractor and not as a partner or agent of RCS. TOA, STH, RP and Practitioner will not act or hold themselves out to third parties as a partner, employee, joint venturer, or agent of RCS in the provision of services under this Agreement. RCS will not have or exercise such control over the manner in which the medical duties of Practitioner are performed as would jeopardize the status of TOA, STH, RP or Practitioner as independent contractors with RCS or which would cause RCS to be treated as violating any legal prohibition against the corporate practice of medicine.

4.2 Non-discrimination. TOA, STH, RP will not discriminate on the basis of race, color, sex, age, religion, national origin, gender identity, or disability in providing Services under this Agreement or in the selection of employees or independent contractors.

4.3 Regulatory Requirements. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law including all requirements of the Medicare and Medicaid program. The parties expressly agree that nothing contained in this Agreement shall require either party to refer patients to the other party, or to recommend or arrange for the purchase, lease or order of any items or services.

4.4 Change in Law. In the event that changes occur in government regulations or third party reimbursement policies which adversely affect the method of operation outlined herein or revenues expected to be available from same, the parties agree to cooperate in making revisions to this Agreement in order to comply with such new policies and preserve the economic viability and legality of this Agreement. If the parties fail to agree to such revisions after thirty (30) days following notice by either party to the other party requesting renegotiations, then the party providing such notice may terminate this Agreement upon fifteen (15) days' further written notice.

4.5 Notices. Any notices permitted or required by this Agreement shall be sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, to the other party at the address set forth below or to such other person and address as either party may designate in writing:

If to TOA, STH, RP:

ATTN: _____

If to RCS:

ATTN: _____

4.6 Severability. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

4.7 Headings. The headings used herein are for convenience only and do not limit the contents of this Agreement.

4.8 Governing Law. The interpretation and enforcement of this Agreement will be governed by the internal laws of the State of Tennessee without regard to any conflicts of law provisions contained therein.

4.9 Assignability. Neither RCS nor TOA, STH, RP may assign its rights or obligations under this Agreement without the other party's written consent.

4.10 Force Majeure. Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain labor, materials or facilities. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.

4.11 Amendments. Any amendments to this Agreement will be effective only if in writing and signed by RCS, approved by RCS BOE, and TOA, STH, RP.

4.12 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

4.13 Authorization for Agreement. The execution and performance of this Agreement by RCS and TOA, STH, RP have been duly authorized by all necessary laws, resolutions, and corporate action, and this Agreement constitutes the valid and enforceable obligations of TOA, STH, RP and RCS in accordance with its terms.

4.14 IN WITNESS WHEREOF, this Agreement has been executed by the parties below as of the date first written above.

TENNESSEE ORTHOPAEDIC ALLIANCE, P.A.

By: _____

Title: _____

RUTHERFORD COUNTY BOARD OF
EDUCATION

By: _____

Title: _____

Rutherford County Schools				County Commission Funding (Original Numbers)							
Building Program through August 2022-2027							06/13/22				
		Projected Cost of Schools Opening that Year									
		Land	Design	Site	FF&E	Construct.	Total				
	Land West of Murfreesboro - 3 schools	5,170,153	-	-	-	-	5,170,153	Comm app \$10.3M	1		5,170,153
	Land for S Murfreesboro - 2 or 3 schools	3,250,000	-	-	-	-	3,250,000				
	231 North Land 2 schools	3,500,000	-	-	-	-	3,500,000				
		-					-				
	Projects for 2020-2021 school year	5,170,153	-	-	-	-	5,170,153		2		5,170,153
									3		
Aug-24	Riverdale High Addition	-	1,100,000	750,000	1,500,000	23,000,000	26,350,000		4		26,350,000.00
Aug-24	Smyrna High Addition	-	1,100,000	750,000	1,500,000	23,000,000	26,350,000				26,350,000.00
Dec-24	Oakland High Addition		1,200,000	850,000	2,000,000	25,000,000	29,050,000		###		29,050,000
	Projects for 2022-2023 school year	-	3,400,000	2,350,000	5,000,000	71,000,000	81,750,000		###		81,750,000
									###		
Dec-24	Stewarts Creek Middle Add.-16 classrooms		400,000	350,000	450,000	10,000,000	11,200,000				11,200,000
Dec-25	Blackman High		1,200,000	850,000	2,000,000	25,000,000	29,050,000				29,050,000
Aug-24	Stewarts Creek Elementary Addition	-	600,000	350,000	750,000	9,000,000	10,700,000				10,700,000
Aug-24	Blackman Elementary Addition		450,000	350,000	750,000	12,000,000	13,550,000				13,550,000
Dec-25	Lavergne High		1,100,000	750,000	1,500,000	23,000,000	26,350,000				26,350,000
	Projects for 2023-2024 school year	-	3,750,000	2,650,000	5,450,000	79,000,000	90,850,000		###		90,850,000
Aug-25	Middle School west side	-	2,341,800	7,200,000	4,500,000	52,000,000	66,041,800		###		66,041,800
Aug-25	840/96 Corridor Elementary School	-	1,900,000	6,000,000	4,000,000	35,500,000	47,400,000		###		47,050,000
	"Projects for 2023-2024" school year"	-	4,241,800	13,200,000	8,500,000	87,500,000	113,441,800		###		113,441,800
							-		###		-
Aug-26	Middle School Walter Hiil or Plainview	-	2,341,800	7,200,000	4,500,000	55,250,000	69,291,800		###		69,291,800
Aug-26	Elementary School for anticipated growth (where?)	-	2,100,000	6,400,000	4,200,000	40,500,000	53,200,000		###		53,200,000
	Projects for 2024-2025 school year	-	4,441,800	13,600,000	8,700,000	95,750,000	122,491,800		###		122,491,800
									###		
Aug-28	High School - 840/96 Corridor or Buchanan?	-	3,656,250	7,500,000	7,500,000	90,000,000	108,656,250		###		
	Projects for 2025-2026 school year	-	3,656,250	7,500,000	7,500,000	90,000,000	108,656,250		###		108,656,250
									###		
	0	-	-	-	-	-	-		###		
	Projects for school year	-	-	-	-	-	-		###		-
	Total 5 Year Plan Not Currently Funded						408,918,203				408,918,203

Rutherford County Schools				County Commission Request (Current Dollars)							
Building Program through August 2022-2027							06/13/22				
		Projected Cost of Schools Opening that Year									
		Land	Design	Site	FF&E	Construct.	Total				
	Land West of Murfreesboro - 3 schools	5,170,153	-	-	-	-	5,170,153	Comm app \$10.3M	1		5,170,153
	Land for S Murfreesboro - 2 or 3 schools	3,250,000	-	-	-	-	3,250,000				
	231 North Land 2 schools	3,500,000	-	-	-	-	3,500,000				
		-					-				
	Projects for2020-2021school year	5,170,153	-	-	-	-	5,170,153		2		5,170,153
									3		
Aug-24	Riverdale High Addition	-	2,200,000	1,500,000	2,000,000	41,625,000	47,325,000		4		47,325,000.00
Aug-24	Smyrna High Addition	-	2,000,000	750,000	1,800,000	37,000,000	41,550,000				41,550,000.00
Dec-24	Oakland High Addition		2,200,000	1,500,000	2,000,000	41,442,000	47,142,000		###		47,142,000
	Projects for 2022-2023 school year	-	6,400,000	3,750,000	5,800,000	120,067,000	136,017,000		###		136,017,000
									###		
Dec-24	Stewarts Creek Middle Add.-16 classrooms		500,000	500,000	750,000	10,000,000	11,750,000				11,750,000
Dec-25	Blackman High		1,400,000	850,000	2,000,000	25,000,000	29,250,000				29,250,000
Aug-24	Stewarts Creek Elementary Addition	-	700,000	500,000	750,000	9,000,000	10,950,000				10,700,000
Aug-24	Blackman Elementary Addition		450,000	350,000	750,000	12,000,000	13,550,000				13,550,000
Dec-25	Lavergne High		2,000,000	750,000	1,800,000	37,000,000	41,550,000				41,550,000
	Projects for 2023-2024 school year	-	5,050,000	2,950,000	6,050,000	93,000,000	107,050,000		###		107,050,000
Aug-25	Middle School west side	-	2,341,800	7,200,000	4,500,000	55,000,000	69,041,800		###		69,041,800
Aug-25	840/96 Corridor Elementary School	-	1,900,000	6,000,000	4,000,000	43,000,000	54,900,000		###		54,550,000
	"Projects for 2023-2024" school year"	-	4,241,800	13,200,000	8,500,000	98,000,000	123,941,800		###		123,941,800
							-		###		-
Aug-26	Middle School WalterHiil or Plainview	-	2,341,800	7,200,000	4,500,000	60,000,000	74,041,800		###		74,041,800
Aug-26	Elementary School for anticipated growth (where?)	-	2,100,000	6,400,000	4,200,000	48,000,000	60,700,000		###		60,700,000
	Projects for2024-2025 school year	-	4,441,800	13,600,000	8,700,000	108,000,000	134,741,800		###		134,741,800
									###		
Aug-28	High School - 840/96 Corridor or Buchanan?	-	4,000,000	7,500,000	7,500,000	115,000,000	134,000,000		###		
	Projects for 2025-2026 school year	-	4,000,000	7,500,000	7,500,000	115,000,000	134,000,000		###		134,000,000
									###		
	0	-	-	-	-	-	-		###		
	Projects for school year	-	-	-	-	-	-		###		-
	Total 5 Year Plan Not Currently Funded						516,978,953				516,978,953

Rutherford County Schools				OPTION #3						
Building Program through August 2022-2027							01/28/22			
		Projected Cost of Schools Opening that Year								
		Land	Design	Site	FF&E	Construct.	Total			
	Land West of Murfreesboro - 3 schools	5,170,153	-	-	-	-	5,170,153	Comm app \$10.3M	1	5,170,153
	Land for S Murfreesboro - 2 or 3 schools	3,250,000	-	-	-	-	3,250,000			
	231 North Land 2 schools	3,500,000	-	-	-	-	3,500,000			
		-					-			
	Projects for 2020-2021 school year	5,170,153	-	-	-	-	5,170,153		2	5,170,153
									3	
Dec-23	Riverdale High Addition	-	1,100,000	750,000	1,500,000	23,000,000	26,350,000		4	26,350,000.00
Dec-23	Smyrna High Addition	-	1,100,000	750,000	1,500,000	23,000,000	26,350,000			26,350,000.00
Dec-23	Lavergan High Addition		1,100,000	750,000	1,500,000	23,000,000	26,350,000			26,350,000.00
Aug-23	Blackman Elementary Addition		450,000	350,000	750,000	12,000,000	13,550,000			13,550,000.00
Aug-23	Stewarts Creek Elementary Addition	-	600,000	350,000	750,000	9,000,000	10,700,000		###	10,700,000
	Projects for 2022-2023 school year	-	4,350,000	2,950,000	6,000,000	90,000,000	103,300,000		###	103,300,000
									###	
Aug-24	Stewarts Creek Middle Add.-16 classrooms		400,000	350,000	450,000	10,000,000	11,200,000			11,200,000
Dec-24	Blackman High		1,200,000	850,000	2,000,000	25,000,000	29,050,000			29,050,000
Dec-24	Oakland High Addition		1,200,000	850,000	2,000,000	25,000,000	29,050,000			29,050,000
	Projects for 2023-2024 school year	-	2,800,000	2,050,000	4,450,000	60,000,000	69,300,000		###	69,300,000
Aug-25	Middle School west side	-	2,341,800	7,200,000	4,500,000	52,000,000	66,041,800		###	66,041,800
Aug-25	840/96 Corridor Elementary School	-	1,900,000	6,000,000	4,000,000	35,500,000	47,400,000		###	47,050,000
	"Projects for 2023-2024" school year"	-	4,241,800	13,200,000	8,500,000	87,500,000	113,441,800		###	113,441,800
							-		###	-
Aug-26	Middle School Walter Hiil or Plainview	-	2,341,800	7,200,000	4,500,000	55,250,000	69,291,800		###	69,291,800
Aug-26	Elementary School for anticipated growth (where?)	-	2,100,000	6,400,000	4,200,000	40,500,000	53,200,000		###	53,200,000
	Projects for 2024-2025 school year	-	4,441,800	13,600,000	8,700,000	95,750,000	122,491,800		###	122,491,800
									###	
Aug-27	High School - 840/96 Corridor or Buchanan?	-	3,656,250	7,500,000	7,500,000	90,000,000	108,656,250		###	
	Projects for 2025-2026 school year	-	3,656,250	7,500,000	7,500,000	90,000,000	108,656,250		###	108,656,250
									###	
	0	-	-	-	-	-	-		###	
	Projects for school year	-	-	-	-	-	-		###	-
	Total 5 Year Plan Not Currently Funded						408,918,203			408,918,203

Rutherford County Schools		County Commission Funding							
Building Program through August 2022-2027						06/06/22			
		Projected Cost of Schools Opening that Year				Total			
	Land	Design	Site	FF&E	Construct.				
	Land West of Murfreesboro - 3 schools	5,170,153	-	-	-	5,170,153	Comm app \$10.3M	1	5,170,153
	Land for S Murfreesboro - 2 or 3 schools	3,250,000	-	-	-	3,250,000			
	231 North Land 2 schools	3,500,000	-	-	-	3,500,000			
	Projects for 2020-2021 school year	5,170,153	-	-	-	5,170,153		2	5,170,153
								3	
Aug-24	Rivendale High Addition	-	2,200,000	1,000,000	2,000,000	41,825,000		4	46,825,000.00
Aug-24	Smyrna High Addition	-	1,700,000	750,000	1,800,000	31,700,000			35,950,000.00
Dec-24	Oakland High Addition	-	2,200,000	1,000,000	2,000,000	41,442,000		###	46,642,000
	Projects for 2022-2023 school year	-	6,100,000	2,750,000	5,800,000	114,767,000		###	129,417,000
Dec-24	Stewarts Creek Middle Add.-16 classrooms		500,000	500,000	750,000	10,000,000			11,750,000
Dec-25	Blackman High		1,400,000	850,000	2,000,000	25,000,000			29,250,000
Aug-24	Stewarts Creek Elementary Addition	-	700,000	500,000	750,000	9,000,000			10,950,000
Aug-24	Blackman Elementary Addition		450,000	350,000	750,000	12,000,000			13,550,000
	Projects for 2023-2024 school year	-	3,050,000	2,200,000	4,250,000	56,000,000		###	65,500,000
Aug-25	Middle School west side	-	2,341,800	7,200,000	4,500,000	55,000,000		###	69,041,800
Aug-25	840/96 Corridor Elementary School	-	1,900,000	6,000,000	4,000,000	43,000,000		###	54,500,000
	"Projects for 2023-2024" school year"	-	4,241,800	13,200,000	8,500,000	98,000,000		###	123,941,800
								###	-
Aug-26	Middle School WalterHill or Plainview	-	2,341,800	7,200,000	4,500,000	60,000,000		###	74,041,800
Aug-26	Elementary School for anticipated growth (where?)	-	2,100,000	6,400,000	4,200,000	48,000,000		###	60,700,000
	Projects for 2024-2025 school year	-	4,441,800	13,600,000	8,700,000	108,000,000		###	134,741,800
Aug-28	High School - 840/96 Corridor or Buchanan?	-	40,000,000	7,500,000	7,500,000	115,000,000		###	170,000,000
	Projects for 2025-2026 school year	-	40,000,000	7,500,000	7,500,000	115,000,000		###	170,000,000
		-	-	-	-	-		###	-
	Projects for school year	-	-	-	-	-		###	-
		-	-	-	-	-		###	-
	Total 5 Year Plan Not Currently Funded					504,828,953			504,828,953



LA VERGNE MIDDLE SCHOOL

SCHOOL AND COMMUNITY GARDEN PROJECT

An Enriching and Positive Learning Environment

OVERVIEW

The LMS School and Community Garden is the result of a \$3,000 mini grant awarded to us by the United Way from a proposal submitted by Kyle Bowron. The garden will be a 18' x 30' vegetable and herb garden with two raised beds. The raised beds are 6' x 3'. The garden is a school and community garden where members of the school and community will have the opportunity to connect while learning to grow and harvest fresh vegetables and herbs. It will provide experiential learning opportunities for students to critically think, problem solve, exposure to healthy foods, and learn more about the natural world in a positive way.

PRECEDENT

According to kidsgardening.org, a resource provided by the Tennessee Department of Health, school and community gardens have many benefits including:

- Improvement in social skills and behavior
- Improvement in environmental attitudes and instillation of respect for nature
- Increased consumption of vegetables
- Improvement in attitudes towards vegetables
- Positive impact on student achievement and behavior

LOCATION

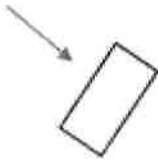
The proposed location of the garden is designed for the best exposure to sunlight, location to water source, and in a non-centralized location. The location allows for the convenience of those working in and maintaining the garden while making is secure from frequent human contact of those who are not involved in the garden.

We intend to place the garden in an area located behind the 6th grade hallway. This location was chosen because:

- Safety and Anti-theft: There are no walkways, and limited doors that have access to the garden. One side of the garden is protected by a retaining wall that provides a barrier on one side of the garden. If the garden is ever fenced in, then only the three remaining sides would need fencing.
- Growing Conditions: The garden will receive full sunlight all day. There is an outside water source nearby. The ground is level.
- Accessibility: The garden is near the school so that garden workers can access it quickly and materials can be transported to the site.

Description: The location of the community garden on the LMS campus will be behind the 800 hallway. The entrance of the garden is approximately 55 feet away from the school. It is protected on one side by a retaining wall. The dimensions of the garden will be 30ft x 18 feet.

Mayfield Dr



Lavergne Middle School

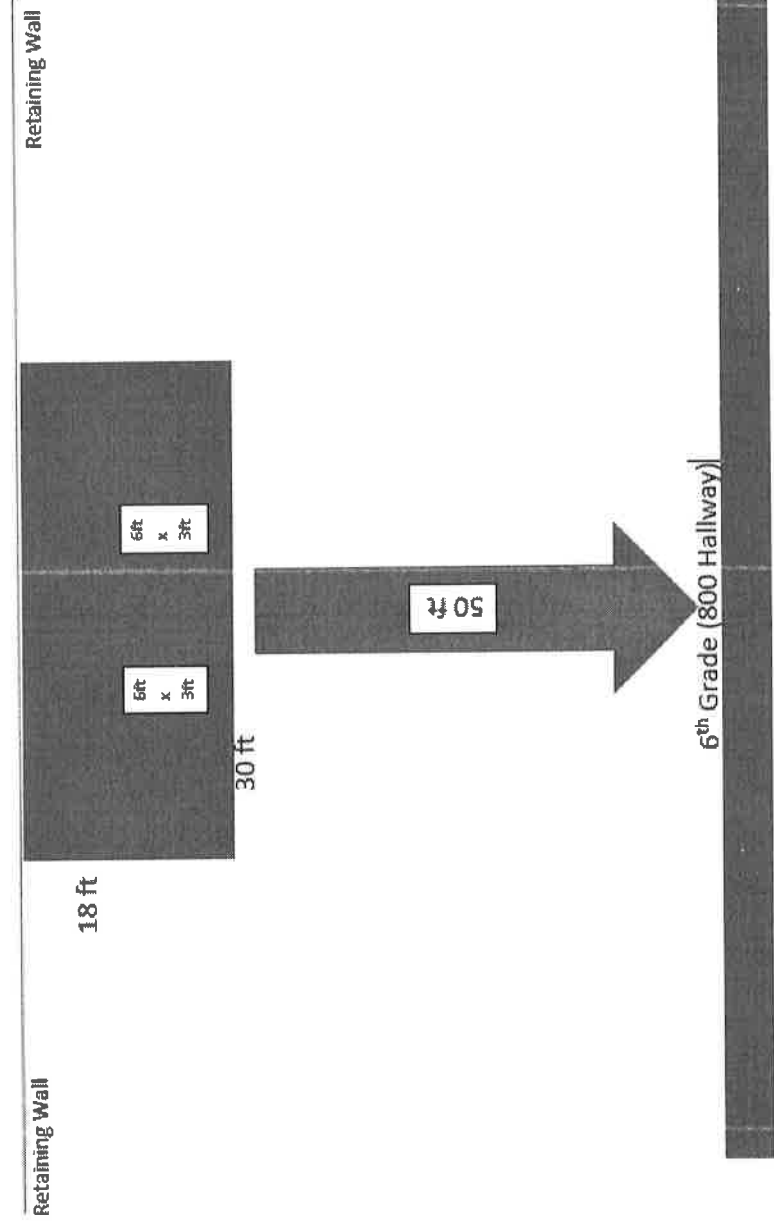
Davids Way

Davids Way

Davids

GARDEN DESIGN AND DIMENSIONS

The LMS School and Community Garden has been designed to serve as a functional garden and experiential learning environment for our faculty, students, parents, and community stakeholders. The garden will be implemented in phases. In phase one, the garden will include two raised beds. In phase two, additional garden features may be added to include additional raised beds, greenhouses, and areas to maintain compost.



ADDITIONAL CONSIDERATIONS

The design and implementation of the project have been reviewed by multiple committee members and outside stakeholders to ensure the safety and success of the garden. The implementation of this garden will involve support and resources from:

- The UT Extension Office, Rachel Painter (615-898-7710) and other garden experts.
- Kyle Bowron, ATLAS Family Engagement Specialist with RCS
- LMS Faculty, Staff, Students, Parents, and Community Stakeholders with experience gardening.
- School Garden Publication: <https://extension.tennessee.edu/publications/Documents/W877.pdf>
- Website with more links: <https://rutherford.tennessee.edu/school-garden-resources/>
- Additional funding if needed: NRCS (Natural Resources Conservation Services) Crop application: <https://rutherford.tennessee.edu/wp-content/uploads/sites/200/2020/11/NRCS-CROP-Application.pdf>
- Calendar: <https://extension.tennessee.edu/publications/Documents/W436.pdf>

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: LaVergne Middle School
2. Principal: Dr: Cory Holman
3. Project Name: Community Garden
4. Assistant Principal who is overseeing the project: Richard Reed, Reginald Carruth, and Dr. Tiffany Copeland, and Jana Pope -Instructional Coach and Family Engagement.
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.) STEM, Science, Math, ELA, Social Studies, SPED, Intervention, and ESL.
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. \$3, 000.
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.)List all sources. Grant applied for and granted to Kyle Bowron with the ATLAS Program to fund community gardens.
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? United Way of Greater Nashville Do construction plans meet criteria for funding? Yes
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? Yes
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? No
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?
May 2022 – July 2023

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.

19. Do you have a contractor for constructing/completing the project? No What is the name of Contractor? N/A If no, who will be overseeing the project from the community and who will be doing the work? There is a team of staff members from LMS as well as volunteers (parents/community members) who will be assembling the garden beds and tending to it throughout the year.

Rutherford County Schools

Application for Campus Construction Project

Information Only
No further action
required

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: **Holloway High School**
2. Principal: **Sumatra Drayton**
3. Project Name: **Holloway High School Backyard Greenhouse**
4. Person overseeing the project: **Brian Lewis**
5. Does project support recreational sports, athletics or education? **Education**
6. Does this project meet all gender equity criteria? **N/A**
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.)
Classroom Instruction/Career & Technical Education
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.

\$10,000 for greenhouse structure, water, and electric, and foundation aggregate
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.)List all sources. **Fiscal 21/22 and 22/23 CTE General Purpose funds will pay for this project.**
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?
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?
Yes. See attached documents
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? **Met with Maintenance Director Mike Walls and identified a suitable location**
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? **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? **Summer/Fall 2022**
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. **Project is being funded by the Board (CTE)**
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? **No. Contractor not required.**



Bill C. Spurlock
Director of Schools

Rutherford County Board of Education

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

June 8, 2022

Engineering & Construction Dept.
2240B Southpark Dr.
Murfreesboro, TN 37128

Dear Mr. Lee and Mr. Walls:

The RCS Career & Technical Education Department is formally requesting the assistance of your team with the connection of water and electric for the 8' x 20' Backyard Greenhouse Project at Holloway High School. Dr. Sullivan has approved moving forward with this project. The CTE Department will be paying for the cost of material that will provide electricity to the greenhouse heater. The CTE Department will also purchase the necessary material to make the needed plumbing connections to have a water source in the greenhouse. CTE will also pay for either gravel or concrete for a pad for the 8'x20' structure.

The assistance of your staff would be very appreciated in providing labor for the following scope of work:

- Site preparation that would entail the delivery/spreading of gravel OR framing/pouring of 8'x20' concrete pad
- Bringing electrical access to the greenhouse to operate the included electric heater
- Bring some type of water access to the greenhouse

The greenhouse kit will be constructed by CTE teachers, students, and District CTE staff, once a suitable gravel or concrete pad is prepared.

As far as a timeline, it is our design to have the project completed sometime during the September/October time frame. Construction of the actual greenhouse will take approximately 2 days to complete. Please let me know if this is something that your staff can assist with. Also, please feel free to reach out if you have questions.

Sincerely,

A handwritten signature in black ink that reads "Brian R. Lewis". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Brian Lewis
CTE Specialist
Rutherford County Schools

Enclosures: (1) Application for Campus Construction

Holloway High Greenhouse Location



Monticello 8ft. x 20ft. Hobby Greenhouse

Overall Structure



Internal Shade Cloth



Wall-Mounted Benches



Roof Vents for Air Circulation

