

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

**NOVEMBER 3, 2022
5:30 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: October 12, 2022 Board Meeting

B. Community Use of Facilities

Fees

Rockvale Elementary School	Fourth Watch Baptist Church, Gym/Cafeteria, Church services, asap-10/31/23, \$72 a week
Buchanan Elementary	Kean Family, baseball party, baseball field, 11/5/22, \$72
Rockvale High	Kedva Patider Samaj Inc., Garba (dance) class, 9/24/22, 10/1/22, 10/8/22, 10/15/22, 11/5/22 \$3,700 **retro review
Oakland Middle	Top Notch Basketball, Gym, games, 2/1/23-5/31/23, \$72 a week
Smyrna High	East Coast Sox Baseball, baseball field, practice 10/01/22-10/01/23, \$136, **retro review

No Fees

Lascassas Elementary	Boy Scouts, meetings, cafeteria, no fees 10/19/22-5/24/23
Wilson Elementary	Girl Scouts 1528, meetings, cafeteria, no fees 10/26/22-10/26/23
Wilson Elementary	Girl Scouts 1543, meetings, cafeteria, no fees 10/25/22-05/31/23
McFadden	Girl Scouts, meetings, cafeteria, no fees 10/1/22-05/31/23
Thurman Francis	Smyrna Jr Basketball, games, gym, no fees 12/3/22-03/11/23
Rocky Fork Middle	Girl Scouts, meetings, cafeteria, no fees 10/27/22-06/01/2023

***Note:** Facility use prior to 9/15/22 has been granted pending Board action. 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.

**C. Transportation: Request for voluntary termination of contract Bus #227
Request for voluntary transfer of contract Bus #140**

**D. Nepotism: Ofelia Sanchez - Rockvale High School – Custodian
Stephen Dunaway – John Coleman Elementary – ESL
Chelsea Spicer – Rocky Fork Middle - EA**

**E. Routine Bids: Bid #3623 – New York Performing Arts Trip (Central Magnet)
Bid #3628 – Gas Fryer (Blackman High)**

Request to Purchase:

Rutherford County Board of Education CTE Department is requesting to use Meigs County Bid Contract for Stand Alone Welding Booths.

Request to Purchase:

Riverdale High School would like to purchase an Axis 500 4x4 UTV at a cost of \$6,000.00 from Lowe's. To be funded through Riverdale High School.

Request to Purchase:

The Maintenance Department would like to purchase from TN Statewide Contract #209 a 2022 CV515 SFA International Box Truck from Cumberland International Trucks, Inc. at a cost of \$89,153.36. To be funded from Maintenance Funds.

F. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Sean Holt	NTE \$720.00	Blackman Middle	School Funds - Girls & Boys Basketball	Timekeeper/Score Board for Varsity/JV
Josh Carroll	NTE \$2,250.00	Siegel High	School Funds - Cross Country	Assistant Cross-Country Coach
Henry Fields *4	NTE \$150.00	Siegel High	School Funds - Football	Announcer/Scoreboard/Music (Amount approved is now \$750)
Cora Proctor	NTE \$2,250.00	Siegel High	School Funds - Cross Country	Assistant Cross-Country Coach
Eric Smith	NTE \$5,000.00	Siegel High	School Accounts-Variou	Bus Driver
Martavean Dockery	NTE \$500.00	Siegel Middle	School Funds - Boys Basketball	Assistant Boys Basketball Coach
David Johnson	NTE \$1,500.00	Smyrna High	School Funds - Volleyball	Assistant Volleyball coach
Caitie Wester	NTE \$1,200.00	Smyrna High	School Funds - Volleyball	Assistant Volleyball coach
Thomas Chesnut	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching
LaToya Shelton	NTE \$1,000.00	Whitworth Buchanan	School Funds-Variou	Designing and Printing T-shirts and Blankets
Brenda Williams	NTE \$350.00	Central Office	BOE-Instruction	Piano Accompanist for All County Choir
Holt Gillespie	NTE \$1,000.00	Eagleville	School Funds-Jr. Pro Basketball	Officiating for Jr. Pro Basketball at various County Schools
David Humbertson	\$30/lesson	Rockvale Middle	School Funds - Band	Brass Lessons
Jovan Quallo	\$30/half hour	Rocky Fork Middle	School Funds - Band	Saxophone Lessons
Benjamin Smith	NTE \$5,000.00	Siegel High	Siegel HS Band Boosters	Colorguard Technician / Instruction
David Albert	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication

Joe Beckman	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Blair Callaway	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Evan Clifton	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/Lessons
Jessica Dunnivant	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/Lessons
Alan Emerson	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Loren Gregory	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Jonathan Jarrell	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Albert Lo	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Chris Mondak	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/Lessons
Stephen Morgan	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/Lessons
Damon Padilla	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Alexis Pierce	NTE \$2,000.00	Stewarts Creek High	School Funds-Girls Basketball	Assistant Girls Basketball Coach
Jovan Quallo	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/Lessons
Joseph Roche	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Matt Savage	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Megan Walters	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/Lessons
Garen Webb	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/Lessons

Jennifer Zimmerer	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/ Lessons
Ellie Lifferth	\$23/lesson	Thurman Francis	School Funds - Swimming	Lifeguard
Tracy Harris *2	Hourly	Blackman Middle	School Funds - Girls & Boys Basketball	Bookkeeper for Girls & Boys Basketball

**Unless listed as an hourly rate

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

G. Non-Faculty Volunteer Coaches:

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

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

<u>Name</u>	<u>School</u>	<u>Sport</u>
Evan Clifton	Stewarts Creek High School	Band
Jessica Dunnivant	Stewarts Creek High School	Band
David Humbertson	Rockvale Middle School	Band
Chris Mondak	Stewarts Creek High School	Band
Stephen Morgan	Stewarts Creek High School	Band
Jovan Quallo	Rocky Fork Middle School	Band
Jovan Quallo	Stewarts Creek High School	Band
Benjamin Smith	Siegel High School	Band
Megan Walters	Stewarts Creek High School	Band
Garen Webb	Stewarts Creek High School	Band
Jennifer Zimmerer	Stewarts Creek High School	Band
Tim Denney	Central Magnet	MS Softball
Darya Drugmand	Central Magnet	Swimming
Jerry Gardner	Eagleville	MS Softball
Wyatt McLemore	Eagleville	Wrestling
Harry Crawford	Rockvale Middle	Boys Basketball
Christian Frans	Rocky Fork Middle	Wrestling
Andrew Jennings	Stewarts Creek High	Boys Basketball
Alexis Pierce	Stewarts Creek High	Girls Basketball
Jeremy Curtis	Eagleville	Archery
Rodney Bonds	Christiana Middle	Girls Basketball
Howard Bell	Oakland High	Girls Basketball
Neeley Emore	Oakland High	Girls Basketball

Brian Smotherman	Rockvale High	Archery
Lexi Davis	Siegel High	Cheer
Sam Gorden	Siegel High	Boys Basketball
Evan Hill	Siegel High	Boys Basketball
Taylor Ticknor	Siegel High	Wrestling
Janasia Williams	Siegel High	Girls Basketball
Jeff Shipley	Stewarts Creek Middle	Softball
Delaney Amos	Riverdale High	Swimming
Taylor Chelse Freeman	Riverdale High	Girls Basketball

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

6. RECOGNITION

The Rutherford County Board of Education Board Room will be named “The Joyce Michaels Board Room” in honor of Mrs. Joyce Michaels who served as the Executive Administrative Assistant to the Director of Schools and School Board from 1986 to 2021.

7. VISITORS

8. APPROVAL OF CALENDAR FOR SCHOOL YEAR 2023-2024 (TAB 2)

Recommended Approval---motion to approve the calendar for the school year 2023-2024 as presented.

9. STRATEGIC PLANNING

The Rutherford County Schools Board recently held a retreat October 13th and 14th with the purpose of setting a new strategic plan. As part of this retreat, a modified vision, mission, and 5 district goals were developed.

Mission: Investing in our students for tomorrow’s possibilities

Vision: Collaborative Culture. Successful Students. Empowered Educators. Proactive Planning

Goals:

1. Provide early interventions that address student needs and support the whole child.
2. Recruit, retain, and support highly effective employees for our growing and diverse student population.

3. **Increase achievement for all students by providing a high quality and equitable education.**
4. **Create efficient operations that optimize the investment in our students.**
5. **Ensure all facilities provide a safe and equitable space for our district to learn and grow.**

Recommended Approval---motion to approve the RCS Mission, Vision, and Goals as presented.

10. ANNUAL CALENDAR (TAB 3)

Recommended Approval---motion to approve the Annual Board Calendar as presented. Please note, the 23-24 Annual Calendar will be voted on in June 2023.

11. SCHOOL SAFETY

The Board has requested to entertain a 2nd position for school safety. Currently, RCS has one position allocated directly to school safety and this position would serve as an assistant to our school safety director. Due to the time sensitive nature of school safety, this position would best be filled as soon as possible instead of waiting until the 23-24SY budget process. The position would be funded out of ESSER 3.0 funds for the 22-23 SY and included as part of the GP budget for 23-24.

Recommended Approval---motion to approve an assistant school safety director as presented.

12. SCHOOL BOARD MEMBER CELL PHONES

Several Board members have requested a vote on providing a cell phone for school board members due to concerns about FOIA and personal devices. This is a Board specific item and would require further funding approval from the County Commission and required committees. Estimated cost is \$55 per phone per month and \$400 one-time charge for purchase of phone. Maximum cost to be funded through fund balance would be approximately \$7,400 for all Board members and minimum cost would be \$1060 for one Board member.

Recommended Approval---motion to either approve or deny the purchase and monthly charge for school board members as presented.

13. CURRICULUM AND INSTRUCTION (TAB 4)

1. Rutherford County Schools Online Teaching Contract

The Curriculum and Instruction Department is requesting permission to continue the Rutherford County Schools Online Teaching Contract from January 2023 through May 2023. The contract outlines an agreement between Rutherford County Schools and teachers to provide instruction in 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.

2. Rutherford County Schools online Course Curriculum Writing

The Curriculum and Instruction Department is requesting permission for Rutherford County Schools to begin writing course curriculum in the Schoology platform for classes offered through RCS Online. Beginning Summer 2023, RCS would like to begin utilizing its own curriculum through the Schoology platform and discontinue use of Imagine Learning for students seeking initial credits towards graduation. Item (e) of the online teaching contract outlines an agreement between Rutherford County Schools and teachers to write the course content and upload to the Schoology platform. These responsibilities will be performed outside the regular school day for additional pay beyond the teacher's normal salary. Teachers would receive a base pay of \$2500 for each half credit course written.

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 writing curriculum for the RCS Online program. General Purpose funds from the Curriculum and Instruction department will pay 100% of this contract as presented.

14. AGREEMENT FOR SPONSORSHIP AND ADVERTISING BETWEEN MTSU AND STEWARTS CREEK HIGH SCHOOL (TAB 5)

Recommended Approval---motion to approve the agreement between MTSU and Stewarts Creek High School as presented.

15. COLLABORATIVE CONFERENCING COMMITTEE

Pursuant to Section 49-5-605, the Board of Education is required to appoint Management personnel to serve on a committee following a majority vote in favor of collaborative conferencing.

**Andrea Anthony
Kelly Chastain
Kay Martin
Brian Lewis
Suszane Freeze
Letoni Murry
Larry Creasy**

Recommended Approval---motion to approve the Board of Education representatives for the collaborative conferencing committee as presented.

16. TRADEMARK AGREEMENT (TAB 6)

- 1. Walter Hill Elementary School requests approval of the attached contract with Georgia Institute of Technology for five (5) years from signed contract date.**

Recommended Approval---motion to approve the contract between Walter Hill Elementary and Georgia Technology Institute as presented.

- 2. Buchanan Elementary School requests approval of the attached contract with Georgia Institute of Technology for five (5) years from signed contract date.**

Recommended Approval---motion to approve the contract between Buchanan Elementary and Georgia Technology Institute as presented.

- 3. Whitworth Buchanan Middle School requests approval of the attached contract with Georgia Institute of Technology for five (5) years from signed contract date.**

Recommended Approval---motion to approve the contract between Whitworth Buchanan Middle School and Georgia Technology Institute as presented.

17. AFFILIATION AGREEMENT WITH FORTIS INSTITUTE (TAB 7)

The Nursing Department at Fortis Institute has requested clinical affiliation with RCS. They would like students enrolled in their Associate Degree Nursing Program to shadow a Rutherford County Schools school nurse as part of their Pediatric clinical rotations. This would involve approximately 12 students per semester, beginning in January 2023.

Recommended Approval---motion to approve the agreement with the Nursing Department at Fortis Institute and Rutherford County Schools as presented.

18. LEGAL (TAB 8)

1. Out of County Transfer Student (1)

Recommended Approval---motion to approve or deny Out of County Transfer for student #1 as presented.

2. Disciplinary Hearing Appeal-Case 22-1001

The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) to uphold the remandment of a student from LaVergne Middle School. Per Policy 6.317, the Board may:

- A. Affirm the decision of the DHA;**
- B. Modify the decision to a lesser penalty*; or**
- C. Grant a hearing before the Board**

***Zero Tolerance offenses as set forth in the statute require mandatory calendar year expulsion or assignment to alternative placement for a calendar year unless modified by the Director of Schools.**

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

19. FACILITIES AND CONSTRUCTION (TAB 9)

1. Oakland Middle School Soccer Field Request

Principal Brad Decker is requesting to place addition dirt on the soccer field at Oakland Middle School. This request is for the placement of approximately 40-50 loads of additional topsoil to the soccer field. This request has an undetermined cost at this time. However, it will be at no cost to the Board. Engineering has reviewed the request and approves.

Recommended Approval---motion to approve the request from Brad Decker to allow The placement of 40-50 loads of Dirt on the soccer field as presented.

2. Review of property that has been reviewed since the last meeting (For information and discussion only)

3. Verizon Radio Request

The Board has not been receptive to radio towers in the recent past. Verizon has requested a tower at Stewartsboro Elementary. Bringing at their request for comments. (For information and comments only)

4. Architectural Design Fees

Engineering and Construction is requesting to begin the design process for an addition to Stewarts Creek Elementary and an Annex at Blackman Elementary to relieve overcrowding. Based on the 5-year building program and 5% design fees for the approved Architects we are requesting to fund \$500,000.00 and \$700,000.00 respectively. These funds will come from the Building Program.

Recommended Approval---motion to approve the funding for the design of an addition for Stewarts Creek Elementary and an Annex for Blackman Elementary as presented.

5. Bid #3627 Urinal Screens

Engineering and Construction is requesting to fund Bid #3627 that was approved on 10-12-2022. This bid is for the urinal screens at 42 schools at a cost of \$175,607.00. This project was not included in this year's budget. Engineering is requesting to use fund 177 fund balance to fund this project.

Recommended Approval---motion to approve funding Bid #3627 for \$175,607.00 from fund 177 fund balance as presented.

6. Portable Purchase

Engineering and Construction is requesting to purchase 5 double portables for Stewarts Creek Elementary and 5 for additional schools as needed. Due to growth and no portables becoming available for the next school year, there will be a need for these portables. Portables will need to be purchased after the first of the year to be available for next summer installation. Anticipated cost is \$125,000.00 each and the installation materials, furniture and technology to be \$35,000.00 each. Engineering is requesting to use \$1,250,000.00 for fund 177 fund balance to purchase these portables and use \$350,000 if necessary, from fund 177 as well.

Recommended Approval---motion to approve funding 10 double portables at a cost of \$1,600,000.00 from fund 177 fund balance as presented.

20. FINANCIAL MATTERS (TAB 10)

1. Fund 177 Capital Projects Budget, Re-budgeting Prior Year Encumbrances

This amendment budgets \$188,963 from 34685- Committed for Capital Projects Fund Balance to Education Capital Projects 99100-399-Other Contracted Services to cover amended change orders and future expenditure items regarding Smyrna High Football Turf Project. The remaining balance after project is complete will stay in Fund 177 and be spent accordingly to donor guidance. The request is presented with amendment. It also budgets \$1,600,000 from 34685-Committed for Capital Projects Fund Balance to Education Capital Projects 99100-732-Building Purchases to procure additional portables for classroom space. In addition, the attached 177 Budget amendment spreadsheets show amounts to be amended internally between projects.

Recommended Approval---motion to amend \$188,963 from Committed for Capital Projects Fund Balance to Capital Projects 99100-399- Other Contracted Services in regard to Smyrna High Football Turf Project. Also, to amend \$1,600,000 from 34685- Committed for Capital Projects Fund Balance to Education Capital Projects 99100-732- Building Purchases to procure additional portables for classroom space. Lastly, to amend the amounts of the internal projects as presented in attached Budget amendment spreadsheet as presented.

2. Grant Writer Position

The Budget and Finance Department would like to request a Grant Writer position. The purpose of the Grant Writer position would be to identify the potential of new funding sources, development of fundraising resources for existing and proposed programs and/or services, writing grants, collaborating on grant applications with various district programs, and processing, monitoring and coordinating required report evaluations on existing grants. The proposed position would be funded through ESSER 3.0 funds and would be pending our December 2022 ESSER revision to TDOE.

Recommended Approval---motion to approve the job description for the Grant Writer position for the remainder of the 2022-2023 school year as presented.

21. FINANCIAL REPORT

22. INSURANCE UPDATE

23. DIRECTORS UPDATE

24. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

25. FEDERAL RELATIONS NETWORK (FRN) UPDATE

26. GENERAL DISCUSSION

27. ADJOURNMENT

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

Minutes of October 12, 2022

Board Members Present

Tammy Sharp, Board Chair

Caleb Tidwell, Vice-Chair

Coy Young

Shelia Bratton

Claire Maxwell

Katie Darby

Frances Rosales

Dr. James Sullivan, Director of Schools

1. CALL TO ORDER

The Board Chair called the meeting to order at 5:30 P.M.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Jacob Sparks.

3. MOMENT OF SILENCE

A Moment of Silence was observed and asked that Mr. Estes be kept in thought and prayers.

4. APPROVAL OF AGENDA

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

Vote: All yes

Motion passes.

5. APPROVAL OF CONSENT AGENDA

A. Minutes: September 28, 2022 Board Meeting

B. Community Use of Facilities

	<u>Fees</u>
Barfield Elementary	Barfield Jr. Pro Basketball, 10/29/22-12/17/2022, games, gym, \$90
Lascassas Elementary	Blue Print 9U, Ball practice, 9/21/22-10/30/22, fields, \$216
Rock Springs Elementary	Pinnacle Point Subdivision, 11/15/22 & 3/14/23, HOA meeting, Cafeteria, \$36
Rocky Fork Middle	Tennessee Hustle Basketball, 3/2/23-6/22/23, practice, gym, \$36 a day
Oakland High	SCT-Fury Platinum-Chiles, 10/1/22-10/1/2023, softball practice, Softball field, \$144
Blackman High Middle	TN Vocal Association, 9/21-9/22/22, auditions, Auditorium, Library/Cafeteria/classrooms/Choral & Theatre Room, retro review
Siegel High	The Dancer's School, 5/31/23-6/3/23, dance recital, classrooms, Auditorium, \$5,918

	<u>No Fees</u>
Wilson Elementary	Girl Scout Troop 269, 10/18/22-10/18/2023, meetings, cafeteria, no fee
Wilson Elementary	Girl Scout Troop 7007, 10/10/22-5/22/23, meetings, cafeteria, no fee
Thurman Francis	Girl Scout Troop 1540, 9/11/22-5/2023, meetings, outdoor area, no fee

***Note:** Facility use prior to 9/15/22 has been granted pending Board action. 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.

C. Routine Bids: Bid #3622 – New York City Performing Arts Trip (SCHS) Bid #3624 – Walkway Canopy Covers Bid #3625 – Ceiling Tiles, Grids, and Installation Bid #3626 – Carpet and Floor Tile Bid #3627 – Urinal Screens

Request to Purchase:

The Technology Department would like to purchase from TN Statewide Contract #209-72320 – (2) Two 2023 Sienna LE 8 Hybrid Passenger Vans from Alan Jay Fleet Sales at a cost of \$37,955.00 each for a total of \$75,910.00.

To be funded from Federal Funds.

D. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Barry Wortman *4	NTE \$1,000.00	Blackman High	School Funds-Boys Basketball	Basketball Camp Coach/Camp Coordinator (Approved amount is now \$7,245)
Danielle Thomas	NTE \$900.00	Christiana Middle	School Funds-Girls Soccer	Assistance with Girls Soccer
Kevin Wright *1	NTE \$350.00	Oakland High	School Funds-Baseball	Baseball Announcer
John Howse	NTE \$1,800.00	Riverdale	School Funds-Track	Track Timing
Ryan Wood	NTE \$1,000.00	Rock Springs Middle	School Funds-Football	Assistant Football Coach
James Reed	NTE \$700.00	Rockvale High	School Funds-Band	Percussion Sectionals
Travis Childers	NTE \$8,000.00	Siegel High	Various Accounts	Auditorium Light Tech, Supervision Tech Support, and Volleyball State Tournament
Todd Harris	NTE \$8,000.00	Stewarts Creek High	School Funds-General Athletics	Athletic Director
Caitlyn Boehms	NTE \$1,700.12	Stewarts Creek Middle	School Funds-Cheer	Cheer Coaching
Steelton Flynn	NTE \$1,500.00	Blackman High	School Funds-Cross Country	Assistant Cross-Country Coach
Jeremy Selvidge	NTE \$1,500.00	Blackman High	School Funds-Cross Country	Assistant Cross-Country Coach
Hagen Bugg	NTE \$1,000.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Darnell Spann	NTE \$1,000.00	Eagleville	School Funds-Jr Pro basketball	Officiating for Jr Pro Basketball at various County schools
Jamison Spann	NTE \$1,000.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Gretchen Thompson	NTE \$1,800.00	Eagleville	School Funds-Volleyball	Assistant Volleyball Coach
Seth Henson	NTE \$1,500.00	Oakland High	Oakland Baseball Boosters	Assistant Baseball Coach
Garrett Davis	NTE \$1,000.00	Riverdale	School Funds-Girls Soccer	Assistant Girls Soccer Coach
Derek Fuqua	NTE \$1,500.00	Riverdale	Riverdale Football Boosters	Assistant Football Coach

Victoria Fields	\$20/lesson	Rock Springs Middle	School Funds-Choir	Teaching students vocal techniques
Evan Clifton	Up to \$50/service	Rockvale High	School Funds-Band	Low Brass Lessons
David Humbertson	Up to \$60/service	Rockvale High	School Funds-Band	Low Brass Lessons
David Skinner	\$25/lesson	Rockvale Middle	School Funds-Band	Band Lessons
Karl Wingruber	\$25/lesson	Rockvale Middle	School Funds-Band	Band Lessons
Patrick Gatlin	NTE \$1,000.00	Rocky Fork Middle	School Funds-Baseball	Assistant Baseball Coach
Roderick Sims	NTE \$1,000.00	Rocky Fork Middle	School Funds-Basketball	Assistant Basketball Coach
Christine Ezell	NTE \$1,000.00	Smyrna High	School Funds-Football	Football Concessions Manager
Abbie Harris	NTE \$500.00	Smyrna High	School Funds-Swimming	Assistant Swimming Coach
Zachary Hudson	NTE \$2,000.00	Smyrna High	School Funds-Football	Assistant Football Coach
Annie Chapman	\$30/full class/\$20 half class lesson	Stewarts Creek High	School Funds-Choir	Voice Coach
Letwan Gipson	NTE \$2,500.00	Stewarts Creek High	School Funds-Boys Soccer	Assistant Boys Soccer Coach
Bryce Haven	NTE \$1,750.00	Stewarts Creek High	School Funds-Football	Assistant Football Coach
Bryce Haven	NTE \$1,500.00	Stewarts Creek High	School Funds-Wrestling	Assistant Wrestling Coach
Amber Lawson	NTE \$1,000.00	Stewarts Creek High	School Funds-Softball	Assistant Softball Coach
Kenneth Mangrum *4	NTE \$250.00	Stewarts Creek High	School Funds-Football	Assistant Football Coach (amount approved is now \$1,250)
Sloan Moore	NTE \$1,500.00	Stewarts Creek High	School Funds-Volleyball	Assistant Volleyball Coach
Sydney Moore	NTE \$2,000.00	Stewarts Creek High	School Funds-Volleyball	Assistant Volleyball Coach
Thomas Reynolds	NTE \$1,750.00	Stewarts Creek High	School Funds-Football	Assistant Football Coach
William Latimer *2	Hourly	LaVergne High	School funds-Football + Basketball	Scorekeeping for Football + Basketball

**Unless listed as an hourly rate

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

E. Non-Faculty Volunteer Coaches:

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

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

<u>Name</u>	<u>School</u>	<u>Sport</u>
Annie Chapman	Stewarts Creek High School	Choir
Evan Clifton	Rockvale High School	Band
Victoria Fields	Rock Springs Middle School	Choir
David Humbertson	Rockvale High School	Band
David Skinner	Rockvale Middle School	Band
Karl Wingruber	Rockvale Middle School	Band
John Heathcott	Blackman High School	Wrestling
Jeremy McLean	Blackman High School	Wrestling
Byron Smith	Blackman High School	Wrestling
Amos Wolff	Buchanan	Archery
Lexi Chadwell	Central Magnet	Softball
Gregory LaPointe	Central Magnet	Girls Basketball
Tim Cole	Eagleville	Basketball
Kobe Carter	LaVergne High	Basketball
Telly Coleman	LaVergne High	Swimming
Tommy Bogle	Rock Springs	Baseball
Jeff Hite	Siegel Middle	Archery
Brooklyn Blanchard	Smyrna High	Girls Basketball
Jamichael Tyler	Smyrna Middle	Basketball
Brandy Jones	Stewarts Creek High	Bowling
Michael Prevost	Riverdale	Boys Basketball

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

Vote: All yes

Motion passes.

6. RECOGNITION

Thurman Francis Arts Academy earned the National Blue-Ribbon Award and was recognized at tonight's board meeting.

7. VISITORS

Sienna Hall presented a petition and signatures regarding Collaborative Conferencing (PECCA).

8. TEXTBOOK ADOPTIONS

Textbook Selection Committees for Adoption of Textbooks

The names and qualifications of the following individuals are being submitted for appointment to the 2022- 2023 Mathematics Instructional Materials Committee upon Board approval. The appropriate forms, ED Form 2150, are attached. The document includes the educators, parents, and experts to serve on each respected committee.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the individuals submitted to serve on the 2022-2023 Mathematics Instructional Materials Committee as presented.

Vote: All yes

Motion passes.

9. RIVERDALE HIGH SCHOOL COCA-COLA CONTRACT

Riverdale High School requests approval of the attached contract with Coca Cola. This is a renewal Agreement with Coca-Cola, in which they will pay Riverdale High School \$5,000 per year, up to five years and allow a percentage of sales to go to Riverdale High School. In exchange, Riverdale will exclusively offer Coke products.

Motion made by Mrs. Maxwell, seconded by Mrs. Darby, to approve the renewal of the Riverdale High School Coca-Cola contract as presented.

Vote: All yes

Motion passes.

10. LEGAL

Out of County Transfers (3)

1. Discipline Student #1:

Motion made by Mr. Tidwell, seconded by Mrs. Rosales, to deny Out of County Transfer for student #1 as presented.

Vote: All yes

Motion passes.

2. Discipline Student #2:

Motion made by Mrs. Rosales, seconded by Mrs. Bratton, to deny Out of County Transfer for student #2 as presented.

Vote: All yes

Motion passes.

3. Discipline Student #3:

Motion made by Mrs. Bratton, seconded by Mr. Young, to approve this Out of County student to be admitted and placed into alternative school as presented.

Roll Call Vote: Yes - Mrs. Maxwell, Mrs. Bratton, Mr. Young, Mr. Tidwell, Mrs. Rosales,
Ms. Sharp

No – Mrs. Darby,

Motion passes.

Student Discipline Appeal

Director of Schools, Dr. Sullivan along with Board Attorney, Jeff Reed discussed information pertaining to the student discipline appeal from the September 28, 2022 meeting. There was much discussion from the board regarding this item.

Motion made by Mr. Tidwell, seconded by Mrs. Rosales to rescind the prior action that was adopted on September 28, 2022 as presented.

Vote: All yes

Motion passes.

Motion made by Mrs. Bratton, seconded by Mrs. Rosales, to grant a hearing before the Board for the Stewarts Creek High School student discipline appeal as presented.

Roll Call Vote: Yes – Mrs. Maxwell, Mrs. Rosales, Mrs. Bratton, Mr. Young
No – Mrs. Darby, Ms. Sharp
Abstain – Mr. Tidwell

Motion passes.

11. STRATEGIC PLANNING: ENROLLMENT AND BUILDING CAPACITY

Dr. Sullivan went over enrollment numbers and zoning boundaries at the elementary level during the board work session. He discussed middle and high school enrollment and capacity at the board meeting on Wednesday. There was much discussion from the board on this topic and information.

12. FINANCIAL REPORT

Nothing new at this time.

13. INSURANCE UPDATE

Open enrollment for health benefits ends November 4, 2022.

14. DIRECTORS UPDATE

October 19, 2022 will be a Teacher Flex Day. No school for students on this day. Parent Teacher Conferences will be next week. The School Board will be attending a Board Retreat at Evins Mill October 13-14, 2022.

15. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

No updates at this time.

16. FEDERAL RELATIONS NETWORK (FRN) UPDATE

No updates at this time.

17. GENERAL DISCUSSION

Mrs. Rosales asked about the possibility of modifying policy 6.317 and discussed that with Board Attorney, Jeff Reed.

Ms. Sharp announced the Board Committee Representatives:

TLN and FRN Representative – Frances Rosales

Insurance and REA Representative – Shelia Bratton

Chaplin and Charter School Representative – Caleb Tidwell

Safety Committee Representative - Claire Maxwell

Bus Committee Representative – Coy Young

Fine Arts/Private Business Committee Representative – Katie Darby

18. ADJOURNMENT

**There being no further business, the meeting adjourned at approximately 6:47 P.M.
Motion made by Mrs. Bratton.**

Tammy Sharp, Board Chairman

Date

Dr. James Sullivan, Director of Schools

Date

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department. has received a letter from Ann Smith contractor of bus #227, requesting voluntary termination of her contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Ann Smith, Bus #227, effective as soon as possible.

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department has received a letter from Linda Ingram, contractor of bus #140, requesting voluntary transfer of her contract with the Board. She has requested the contract be transferred to her granddaughter Cathleen Stewart. Cathleen Stewart has been the driver of Bus #140 for 5 years and is in good standing with the Transportation Department. The Transportation Department is prepared to award this contract to Cathleen Stewart if approved.

Recommend Approval – motion to approve voluntary transfer of the Bus Contract #140 to Cathleen Stewart.

Bid # 3623
New York City Performing Arts Trip
Central Magnet School
(May 27, 2023 - May 31, 2023)

Vendor	75-85 Quad Occupancy Paying Passengers	5-10 Single Occupancy Paying Passengers	5-10 Double Occupancy Paying Passengers
Bob Rogers Travel	\$ 1,979.00	\$ 2,359.00	\$ 3,099.00

Mailed to 12 vendors
11 vendors did not respond

Recommend: Motion to award to Bob Rogers Travel for overall lowest and best bid.

To be funded through Central Magnet School.

Bid #3628
Gas Fryer - Blackman High

Item #	Item Description	BRESCO	Chef's Deal	Douglas Equipment	Graddy's	Strategic Equipment
1	Gas Fryer	\$ 28,834.00	\$ 28,935.24	\$ 27,785.88	\$ 29,291.21	\$ 30,684.98

Mailed to 18 vendors

13 vendors did not respond

Recommend: Motion to award to BRESCO for overall best bid due to shorter lead times. The lowest bidders lead time was 41 weeks and the second lowest was 32 week lead time.

To be funded through School Nutrition Funds.

Rutherford County Schools Calendar 2023-2024

Tuesday, August 1, 2023	Administrative Day (Discretionary Day 1)
Wednesday, August 2, 2023	In-service Day 1
Thursday, August 3, 2023	Teacher Workday (Discretionary Day 2)
Friday, August 4, 2023	In-service Day 2
Monday, August 7, 2023	Registration Day (2 hr. Abbreviated Day -1)
Tuesday, August 8, 2023	First Full Day of School
Monday, September 4, 2023	Labor Day (Day out of Calendar-1)
Wednesday, September 6 – Friday, September 8	1st Nine Weeks Progress Reports delivery
Monday, September 12, 2023	Teacher Administrative Day – 1 (no-students)
Friday, September 29, 2023	End of 1st Nine Weeks
Monday, October 2 - Friday, October 6, 2023	Fall Break (Days out of Calendar-2-6)
Friday, October 13, 2023	1st Nine Weeks Report Card delivery
Tuesday, October 24, 2023	K-12 Parent Teacher Conference 3-6 (1/2 Discretionary Day 3)
Wednesday, October 25, 2023	Teacher-Administrative Day -2 (no students)
Wednesday, November 8 – Friday, November 10	2nd Nine Weeks Progress Report delivery
Monday, November 20 - Friday, November 24, 2023	Thanksgiving Break (Days out of Calendar-7-10)
Wednesday, November 22, 2023	Thanksgiving Break (Discretionary Day 4)
Wednesday, December 20, 2023	Last Day of First Semester (2 hr.)/ End of 2nd Nine Weeks
Thursday, December 21, 2023- Tuesday, January 2, 2024	Winter Break (Days out of Calendar 11-14)
Wednesday, January 3, 2024	In-service Day - 3
Thursday, January 4, 2024	Teacher-Administrative Day - 2
Friday, January 5, 2024	Students Return/2nd Nine Weeks Report Card delivery
Monday, January 15, 2024	MLK Holiday (Day out of Calendar-15)
Wednesday, February 7 – Friday, February 9	3rd Nine Weeks Progress Report delivery
Monday, February 19, 2024	Presidents' Day (Day out of Calendar-16)
Tuesday, March 5, 2024	Election Day/Teacher In-Service Day 4 (no students)

Rutherford County Schools Calendar 2023-2024

Friday, March 8, 2024	End of 3 rd Nine Weeks
Friday, March 15, 2024	3 rd Nine Weeks Report Card Delivery
Monday, March 19, 2024	Teacher- Admin/ K-12 Parent Teacher Conference 3-6 (1/2 Discretionary Day -3)
Monday, March 25, 2024 - Friday, March 29, 2024	Spring Break / Good Friday
Wednesday, April 10 – Friday, April 12	4 th Nine Weeks Progress Report Delivery
Thursday, May 23, 2024	Teacher Workday (Discretionary Day 5)
Friday, May 24, 2024	Last Day of School, Abbreviated Day (2 hours), 4 th Nine Weeks Report Card Delivery

Rutherford County Schools Calendar 2023-2024

Rutherford County School Calendar Breakdown for 2023-2024

In-Service Days		Teacher-Administrative Days
Day 1	August 2, 2023	Monday, September 12, 2023
Day 2	August 4, 2023	Thursday, October 19, 2023
Day 3	January 3, 2024	Thursday, January 4, 2024
Day 4	March 5, 2024	Monday, March 19, 2024
Day 5	TBD - Independent	

Discretionary Days			Abbreviated Days
Day 1	August 1, 2023	Administrative Day	Monday, August 7, 2023
Day 2	August 3, 2023	Teacher Work Day	Friday, December 20, 2023
Day 3	October 24, 2023	1/2 Day-K-12 Parent Conferences	Friday, May 24, 2024
Day 3	March 19, 2024	1/2 Day-K-12 Parent Conferences	
Day 4	November 22, 2023	Thanksgiving Break	
Day 5	May 23, 2024	Teacher Work Day	

Vacation Days - Teacher Paid			Day Out of Calendar - Unpaid	
Day 1	December 21, 2023	Winter Break	September 4, 2023	Labor Day
Day 2	December 22, 2023	Winter Break	October 2, 2023	Fall Break
Day 3	December 25, 2023	Winter Break	October 3, 2023	Fall Break
Day 4	December 26, 2023	Winter Break	October 4, 2023	Fall Break
Day 5	December 27, 2023	Winter Break	October 5, 2023	Fall Break
Day 6	March 25, 2024	Spring Break	October 6, 2023	Fall Break
Day 7	March 26, 2024	Spring Break	November 20, 2023	Thanksgiving Break
Day 8	March 27, 2024	Spring Break	November 21, 2023	Thanksgiving Break
Day 9	March 28, 2024	Spring Break	November 23, 2023	Thanksgiving Break
Day 10	March 29, 2024	Spring Break - Good Friday	November 24, 2023	Thanksgiving Break
			December 28, 2023	Winter Break
			December 29, 2023	Winter Break
			January 1, 2024	Winter Break
			January 2, 2024	Winter Break
			January 15, 2024	MLK Holiday
			February 19, 2024	President's Day

Monthly	Teacher Days	Student Days	Cumulative Count
August	23	19	19
September	20	20	39
October	17	17	55
November	18	17	72
December	19	14	86
January	20	19	104
February	20	20	124
March	22	15	141
April	22	22	163
May	19	17	180
	Teacher-Total 200	Student-Total 180	Student-Total 180

2022-2023

ANNUAL AGENDA

RUTHERFORD COUNTY SCHOOLS
BOARD OF EDUCATION



Dr. James Sullivan
Director of Schools
August 2022

Tammy Sharp – Zone 1
Coy Young – Zone 2
Caleb Tidwell – Zone 3
Katie Darby – Zone 4

Claire Maxwell – Zone 5
Shelia Bratton – Zone 6
Frances Rosales – Zone 7

THE RUTHERFORD COUNTY BOARD OF EDUCATION ANNUAL AGENDA 2022-2023

Mission: Investing In Our Students For Tomorrow's Possibilities

Vision: Collaborative Culture. Successful Students. Empowered Educators.
Proactive Planning

Introduction:

The Annual Agenda highlights items for Board consideration and activities of note for information. The Annual Agenda is not intended to be an all-inclusive list of Board actions and does not include routine business conducted by the Board during regularly scheduled meetings. The Annual Agenda is a constantly evolving plan and items may be added, moved, or removed as needed.

JULY

1. Approval of School Fees/Dues for 22-23 SY
2. Policy Review Committee Meeting
3. Approval of new/changes policies as required by changes in state law effective 7/1.
4. Approval of new purchases needed for start of school year
5. TSBA Summer Law Conference

AUGUST

1. Approval of Annual Agenda
2. Review Organizational Chart
3. Beginning of Year Updates
4. Director of Schools Performance Evaluation Instrument Approval
5. New Board Member Elections
6. Swearing-in of New Board Member

SEPTEMBER

1. Election of School Board Officers
2. Appointments to Committees for 22-23 SY
3. Textbook Adoption Committee Approval
4. TSBA Fall District Meeting
5. Budget Amendments

OCTOBER

1. School Board Fall Retreat
2. LEA Compliance Report Due to TDOE
3. Policy Review Committee Meeting
4. Develop Strategic Plan/Goals
5. New Board Member Orientation – October 24-25, 2022

NOVEMBER

1. Board Code of Ethics Review
2. Board Norms Review
3. Approval of Academic Instructional Calendar for 23-24 SY
(Policy 1.800)
4. Adopt/Update 5 Year Building Plan
5. Presentation by DOS Report Card
6. Budget Amendments
7. TSBA Leadership Conference & Annual Convention
November 10-13, 2022

DECEMBER

1. DOS and Chair Develop Budget Calendar (Policy 2.200)
2. Annual Assessment of Facility Needs (Policy 3.208)
3. Approval of Emergency Preparedness Plan (Policy 3.202)
4. Establish Charter School Committee
5. New Board Member Orientation December 8-9, 2022

JANUARY

1. Approval of School Board Meeting Dates for 23-24 SY
2. Policy Review Committee Meeting (4.100-4.806)
3. Evaluation of Instructional Programs (Policy 4.702)
4. Budget Amendments
5. Board Input Into Budget for Upcoming Year
6. Mid-Year Report on School Operations
7. School and Department Budget Request Submitted to DOS

FEBRUARY

1. Job Description Review (Policy 5.103)
2. Presentation of Audit Results (Policy 2.703, 2.900)
3. Budget Preparation
4. Policy Reviews (5.100-5.803)

MARCH

1. Budget Amendments
2. Director of Schools Performance Evaluation Begins
3. Budget Preparation
4. SCOPE March 7, 2023
5. Board Spring Retreat

APRIL

1. Policy Review Committee Meeting (6.200-6.709)
2. Adoption of Textbooks (Policy 4.401)
3. Report of Director's Evaluation
4. Final Budget Preparation
5. Vote on Charter School Reviews

MAY

1. Board Evaluation of Director of Schools
2. Final Approval of Budget for 23-24 SY
3. Joint Meeting with Rutherford County Health & Education Committee
4. Graduations
5. Budget Amendments
- 6 Teacher of the Year Celebration May 2, 2022 Copper Ridge
7. Retirement Reception May 4, 2022 Copper Ridge

JUNE

1. Board Self-Evaluation (Policy 1.103)
2. Annual Board Agenda
3. Approval of School Fees/Dues
4. Evaluation of Board Goals/Affirm or Update Strategic Plan
5. DOS Contract Review and Approval of 23-24 SY Evaluation Tool
6. Policy Review Committee Meeting
7. Final Clean-up Budget Amendments



Curriculum and Instruction Motion

Rutherford County Schools Online Teaching Contract:

The Curriculum and Instruction Department is requesting permission to continue the Rutherford County Schools Online Teaching Contract from January 2023 through May 2023. The contract outlines an agreement between Rutherford County Schools and teachers to provide instruction in online courses outside the regular school day for additional pay beyond the teacher's normal salary. Teachers would receive a base pay for each course and an additional payment per student in the course each term. A copy of the contract is attached.

Motion: 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.

[RCS Online Teaching Contract Spring 2023.docx](#)



Curriculum and Instruction Motion

Rutherford County Schools Online Course Curriculum Writing:

The Curriculum and Instruction Department is requesting permission for Rutherford County Schools to begin writing course curriculum in the Schoology platform for classes offered through RCS Online. Beginning Summer 2023, RCS would like to begin utilizing its own curriculum through the Schoology platform and discontinue use of Imagine Learning for students seeking initial credits towards graduation. Item (e) of the online teaching contract outlines an agreement between Rutherford County Schools and teachers to write the course content and upload to the Schoology platform. These responsibilities will be performed outside the regular school day for additional pay beyond the teacher's normal salary. Teachers would receive a base pay of \$2500 for each half credit course written.

Motion: to approve the use of the Rutherford County Schools Online Teaching Contract to use as an agreement between Rutherford County Schools and teachers writing curriculum for the RCS Online program. General Purpose funds from the Curriculum and Instruction department will pay 100% of this contract.

[RCS Online Teaching Contract Spring 2023.docx](#)

**AGREEMENT FOR SPONSORSHIP AND ADVERTISING
BETWEEN
MIDDLE TENNESSEE STATE UNIVERSITY
AND
THE RUTHERFORD COUNTY SCHOOL DISTRICT**

This Agreement is made between Middle Tennessee State University ("MTSU") and the Rutherford County School District ("District") for MTSU sponsorship and advertising at high schools in the Rutherford County school system.

WHEREAS, MTSU desires to be a sponsor of activities and place advertising for MTSU in various locations at high schools in the Rutherford County school system; and

WHEREAS, the District desires to authorize high schools within its jurisdiction to accept such sponsorship and advertising.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the District and MTSU agree as follows:

This Agreement provides the terms and conditions under which MTSU will provide funding to high schools in the Rutherford County school system to serve as a sponsor of activities and to place advertising for MTSU at various locations as agreed by each high school. Under this Agreement, the District authorizes the high schools to accept such sponsorship and advertising. High schools will be authorized to accept sponsorship and advertising by use of the Form attached to this Agreement as Attachment A. Each completed Form shall be subject to the terms and conditions of this Agreement.

- A. Sponsorship and Advertising. MTSU work with high schools to agree upon and complete the Attachment A Form to provide for MTSU funding for sponsorship of high school activities and advertisement for MTSU at high schools.
1. Under each completed Attachment A, MTSU will agree to pay to the high school a sponsorship fee, which will entitle MTSU to certain recognition and the display of signage, as specified in Attachment A.
 2. Attachment A will detail the type and placement of signage and the rights and obligations of the school and MTSU with regard to the signage. Such detail may include, but shall not be limited to, creation and installation of the signage, whether any portion of the sponsorship fee is to be used for any specific purpose, such as purchase of a scoreboard including any specifications required for the scoreboard, and whether sponsorship rights and/or signage rights will be exclusive.
 3. Attachment A will set out the total sponsorship fee to be paid to the school, when and how the fee is to be paid, and the term of the sponsorship and advertising rights and how they may be terminated. Attachment A may also provide MTSU a renewal option under terms as may be agreed between the school and MTSU at the time of exercise of the option.
 4. Attachment A will also specify any other rights or duties of MTSU and the high school.

B. Term and Termination.

1. The term of this Agreement shall be from the date of last signature below until the expiration of the last Attachment A providing for sponsorship and advertisement under this Agreement.
2. This Agreement may be terminated as follows:

MTSU may terminate this Agreement upon thirty (30) days' prior written notice. MTSU will be responsible for notifying each high school with a current Attachment A in place. MTSU will be responsible for the cost and removal of its signage, unless otherwise agreed between MTSU and the school.

Each school with a current Attachment A in place may terminate its Attachment A upon thirty (30) days' prior written notice to MTSU. A portion of any sponsorship payments made to school by MTSU shall be repaid to MTSU by school; the fees to be repaid shall be calculated by dividing the payment made by MTSU by the number of years of the term of the Attachment A and multiplying the resulting figure by the number of years of the term that would extend beyond the year of termination had the Attachment A not been terminated.

C. Other Terms.

1. This Agreement shall be governed by Tennessee law, including the specific rights of the parties as Tennessee governmental entities.
2. The parties agree to comply with any applicable federal, state, and local laws and regulations, including such laws and regulations pertaining to non-discrimination.

In witness thereof, the parties have by their duly authorized representatives set their signatures below.

RUTHERFORD COUNTY SCHOOL DISTRICT

MIDDLE TENNESSEE STATE UNIVERSITY

Alan Thomas, VP Business and Finance

Date

Date

ATTACHMENT A Form

This Form, Attachment A to the Agreement for Sponsorship and Advertising between Middle Tennessee State University ("MTSU") and the Rutherford County School District ("District") is to set out the specific rights and obligations of Middle Tennessee State University ("MTSU") and **Stewarts Creek High School** ("School"), which is a high school in the District, with regard to MTSU sponsorship of School activities and placement of advertising for MTSU at School. This Attachment A is subject to the terms and conditions of the Sponsorship and Advertising Agreement between MTSU and the District, to which it is attached.

1. Sponsorship payment and rights.

Total amount to be paid, schedule, and instructions for payment –

- \$5,000 per year for five years.
- Check will be payable to Stewarts Creek on or before September 1 each year
 - (2022, 2023, 2024, 2025, 2026)

Sponsorship rights of MTSU – right to advertise for MTSU in the following location(s), any specific signage requirements, and any other recognition of MTSU as sponsor –

- Football Stadium – (2) 36-inches high x 209 inches wide signs to be put above the entrances of the football stadium

Design and installation of signage rights and duties –

- MTSU will assume responsibility for the initial design, production, and installation costs

Other sponsorship rights or duties, if any –

- During the five-year agreement, costs of any design changes requested by MTSU will be paid by MTSU
- Costs to replace any damaged or degraded signage will be paid by Stewarts Creek High School
 - MTSU will provide the necessary graphic design files to Stewarts Creek High School and/or their designated contractors

2. Term of Attachment A.

The Term of this Attachment A shall be 5 years, and MTSU shall have an option to renew this Attachment A under terms as may be agreed between MTSU and School. This Attachment may be terminated as provided in the Agreement for Sponsorship and Advertising between Middle Tennessee State University and the Rutherford County School District.

The parties intending to be bound by the authorized signatures below.

On Behalf of Stewarts Creek High School

PRINT Name and title

Signature

Date

On behalf of MTSU



Digitally signed by Alan R. Thomas, Vice President
for Business and Finance, acting for and on behalf
of Middle Tennessee State University
Date: 2022.09.01 10:45:28 -05'00'

Alan Thomas, VP Business and Finance

Signature

Date

October 11, 2022
Mrs. Laura Heath
Walter Hill Elementary School
6309 Lebanon Pike
Murfreesboro, TN 37129-7854

Dear Mrs. Heath:

It is our understanding that you are currently using the Georgia Institute of Technology's famous Buzz trademark as your Walter Hill Elementary School logo/mark. As you may be aware, the Buzz trademark is an officially licensed trademark, which is the subject of multiple federal trademark registrations owned by The Board of Regents of the University System of Georgia on behalf of the Georgia Institute of Technology.

We're pleased that you like our trademark and hope that you will continue to enjoy it and its associated traditions. However, in an effort to protect the licensed trademark from unauthorized use and abuse, we require all non-profit organizations to sign the attached "Georgia Tech Trademark License Agreement" and submit it to the Georgia Tech Institute Communications office. Your organization will need to complete the agreement in order to continue to use the trademark.

Once you have reviewed this Agreement, **please sign it and return via email by December 31, 2022** to:

Aimee Anderson
Program Director, Licensing and Trademarks
Institute Communications
Georgia Institute of Technology
Email: gtlicensing@gatech.edu

Please note, we will return a fully executed copy of the agreement via email.

Although it may seem that our approach is formal, we've found it's becoming increasingly important for higher educational institutions like Georgia Tech to be vigilant in protecting our logos and marks. If we do not, we run the risk of losing ownership for lack of enforcement. We appreciate your understanding and cooperation in returning these agreements in a timely manner to help protect us against less scrupulous organizations. Thank you for your cooperation. Please feel free to contact me at gtlicensing@gatech.edu if you have any questions about this process.

Sincerely,



Aimee Anderson
Program Director, Licensing and Trademarks



Yolonda L. Cameron
Assistant Chief Counsel II



GEORGIA TECH TRADEMARK K-12 SCHOOLS LICENSE AGREEMENT

This License Agreement is effective as set forth below between **The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology**, a nonprofit educational institution organized and existing under the laws of the State of Georgia, with principal offices at 225 North Avenue, Atlanta, GA 30332 (“**Georgia Tech**” and/or “**GT**”) and **Walter Hill Elementary School** (“**Licensee**”), located at **6309 Lebanon Pike, Murfreesboro, TN 37129-7854**.

WHEREAS, Georgia Tech owns all right, title, and interest in and to the **GT Buzz Design** trademark and service marks as depicted in attached **Exhibit A** and incorporated herein by reference, as well as any derivatives of the GT Buzz Design trademark and service mark and all the rights and goodwill symbolized therein pursuant to **Federal Registration Nos. 2,930,301 and 1,456,921** (collectively, “**GT Buzz Design Mark**”);

WHEREAS, Licensee desires to utilize the **GT Buzz Design Mark** in connection with its school’s or school organization’s various activities (as further described in Section 1 below) and not to imply any endorsement of any company, organization, product or service, subject to the terms and conditions specified herein (“**Licensed Use**”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Georgia Tech and Licensee hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, Georgia Tech hereby grants Licensee a **limited, non-exclusive, non-transferable** license to use the **GT Buzz Design Mark** solely in connection with its school or school organization for use on the following:

- athletic team apparel, such as football helmets, football uniforms, jerseys, basketball uniforms, hockey uniforms, etc. in connection with its school or school organization;
- souvenirs and merchandise sold by Licensee, including clothing, decals, stickers, yearbooks, etc.;
- school signage and athletics fields and courts, such as football fields, basketball courts, etc.; and
- official school or school organization promotional items and/or media, including stationary, programs, signage, banners, stationary, programs, flyers, owned digital properties (webpages, intranets, apps, etc.) and social media accounts.

2. Licensee acknowledges agrees that:

- a. Georgia Tech is the exclusive owner of the **GT Buzz Design Mark**, all rights therein, and the goodwill associated therewith;
- b. The **GT Buzz Design Mark**, all rights therein and the goodwill associated therewith, are and shall remain the sole and exclusive property of Georgia Tech, and the associated applications and registrations thereof are valid;
- c. Nothing in this Agreement grants Licensee, any person or entity, any right, title, or interest in or to the **GT Buzz Design Mark**, except for the limited license expressly granted to use the **GT Buzz Design Mark** solely in connection with the Licensed Use and in accordance with the terms and conditions expressly set forth herein;
- d. All uses of the **GT Buzz Design Mark** by Licensee and any goodwill arising from such use shall inure to the benefit of Georgia Tech;



- e. Licensee shall not take any action which shall adversely affect Georgia Tech's ownership of or right to use the **GT Buzz Design Mark** or any trademarks, services marks, names, symbols, logos owned by Georgia Tech (collectively, "**GT Marks**"), or the goodwill associated therein; and
- f. Licensee shall not challenge the rights of Georgia Tech in and/or to the **GT Buzz Design Mark** or any **GT Marks**.

3. Licensee acknowledges the importance to Georgia Tech and to its reputation and goodwill, and to the public, of maintaining the high, uniform standards of quality associated with use, display and reproductions of the **GT Buzz Design Mark**. Therefore, Licensee agrees consistently throughout its use:

- a. To use the **GT Buzz Design Mark** only in connection with Licensed Use and to use the **GT Buzz Design Mark** as depicted in **Exhibit A** with the appropriate federal trademark notice designation ® and in a manner that accurately reflects the Licensed Use;
- b. To use the **GT Buzz Design Mark** in marketing, sales or other activities involving products, articles, logos, characters, etc. bearing the **GT Buzz Design Mark** in such a way as to preserve the high-quality and consistent standards, integrity, character, and dignity of Georgia Tech;
- c. To use **GT Buzz Design Mark** only on articles or items that are of high quality in design, material, and workmanship;
- d. To not reference or promote alcohol, drugs, or tobacco related products in conjunction with its use of the **GT Buzz Design Mark**;
- e. To not use the **GT Buzz Design Mark** in connection with any other good or service other than the Licensed Use permitted herein;
- f. To not alter or create any new marks of any kind using the **GT Buzz Design Mark** and shall not use the **GT Buzz Design Mark** with a confusingly similar mark; and
- g. To not use the color red or a red & black color scheme with **GT Buzz Design Mark**.

4. Licensee shall not use the **GT Buzz Design Mark** in combination or conjunction with any other marks that are not owned by Licensee or a unit of the Licensee, such as marks of corporate sponsors, vendors, advertisers, stadium name rights holders, broadcast media partners, etc., unless such combined usage of **GT Buzz Design Mark** and aforementioned third party marks includes Licensee's school name conspicuously displayed and the combination is used in a way that is not likely to confuse the public as to the source of the **GT Buzz Design Mark**.

5. Licensee shall not use, facilitate use and/or have third parties develop or use the **GT Buzz Design Mark** on digital properties or platforms not owned by the Licensee, including but not limited to apps, intranets, webpages, etc. Notwithstanding the foregoing and for avoidance of doubt, this restriction does not include social media accounts, digital properties, or platforms owned by the Licensee as set forth in **Section 1**.

6. Licensee shall not sublicense the use of the **GT Buzz Design Mark** or rights granted under this Agreement and shall not grant permission to third parties, including federal programs or organizations, to use the **GT Buzz Design Mark** and/or any rights granted under this Agreement without the express written consent of Georgia Tech. If expressly permitted in writing, Licensee shall only use the **GT Buzz Design Mark** as expressly permitted and in accordance with applicable terms and conditions.

Notwithstanding anything herein or otherwise, the Licensee shall not use or grant use of the **GT Buzz Design Mark** or any **GT Marks** in any manner that might imply or suggest



Georgia Tech's endorsement, approval or affiliation with any third-party businesses, activities, products or services or which may cause embarrassment or ridicule to Georgia Tech and/or the Board of Regents of the University System of Georgia ("Board of Regents").

7. In the event Licensee has articles bearing the **GT Buzz Design Mark** manufactured or sold by a third party on its behalf, Licensee shall ensure in writing that such third-party contractor's manufacturing and/or sales activities are solely in connection with the Licensed Use in accordance with the terms and conditions of this Agreement.

8. Licensee agrees that any and all of its merchandise or items sold bearing the **GT Buzz Design Mark** shall also bear the name of the Licensee and that the **GT Buzz Design Mark** will not appear by itself.

9. Licensee agrees that any and all merchandise or items sold bearing the **GT Buzz Design Mark** will be offered for sale by Licensee or local entities affiliated with Licensee. Licensee agrees that none of its merchandise or items sold bearing the **GT Buzz Design Mark** will be offered for sale by mass market retailers. Licensee further agrees that none of its merchandise or items sold bearing the **GT Buzz Design Mark** will be offered for sale in the retail marketplace.

10. Licensee shall not produce and shall not have third parties produce a physical mascot costume identical to **GT Buzz Design Mark** or the Buzz mascot used by Georgia Tech.

11. Georgia Tech shall have the right, on an annual basis and with reasonable notice to inspect Licensee's goods and services, including marketing or promotional materials, bearing the **GT Buzz Design Mark** to ensure that Licensee complies with all the terms and conditions of this Agreement. If Georgia Tech believes in good faith that Licensee is not offering goods or services in compliance with this Agreement, then Georgia Tech shall provide written notice to Licensee. The parties will work diligently and in good faith to ensure any deficiencies are remedied within a reasonable period of time. If after such good faith effort the deficiencies cannot be remedied, Georgia Tech shall have the right to terminate this Agreement.

12. On an annual basis, Licensee shall notify in writing all its affiliated organizations, including, but not limited to, booster clubs, parent organizations, etc., that use the **GT Buzz Design Mark** pursuant to this Agreement of their continuing obligations to comply with all terms and conditions of this Agreement and that:

- a. Georgia Tech is the exclusive owner of the **GT Buzz Design Mark**, all rights therein, and the goodwill associated therewith;
- b. The **GT Buzz Design Mark**, all rights therein and the goodwill associated therewith, are and shall remain the sole and exclusive property of Georgia Tech, and the associated applications and registrations thereof are valid;
- c. Nothing in this Agreement grants Licensee, any person or entity, any right, title, or interest in or to the **GT Buzz Design Mark**, except for the limited license expressly granted to use the **GT Buzz Design Mark** solely in connection with the Licensed Use and in accordance with the terms and conditions expressly set forth herein;
- d. It shall use **GT Buzz Design Mark** solely in connection with the Licensed Use and in accordance with all the terms and conditions set forth herein;
- e. It shall not sublicense the use of the **GT Buzz Design Mark** or any **GT Marks** or rights granted under this Agreement and shall not grant permission to third parties



- to use the **GT Buzz Design Mark** or any **GT Marks** and/or any rights granted under this Agreement;
- f. All uses of the **GT Buzz Design Mark** by Licensee and any goodwill arising from such use shall inure to the benefit of Georgia Tech;
 - g. It shall not take any action which shall adversely affect Georgia Tech's ownership of or right to use the **GT Buzz Design Mark** or any **GT Marks**, or the goodwill associated therein; and
 - h. It shall not challenge the rights of Georgia Tech in and/or to the **GT Buzz Design Mark** or any **GT Marks**.

Such annual notification shall include a completed and fully signed copy of this Agreement as executed by duly authorized representatives of Licensee and Georgia Tech. The Licensee's designated point of contact for dissemination of the annual notification is as follows:

Name: _____

Title: _____

School and/or School Dept.: _____

Address: _____

Telephone: _____

Email: _____

Licensee shall notify Georgia Tech in writing of any changes or updates to its designated point of contact.

13. When any notices, approval, authorization, statement or other information is required in connection with this Agreement between the parties, such notice, approval, authorization, statement or other information shall be provided to the designated points of contact and respective addresses listed below:

If to Georgia Tech: **Institute Communications**
c/o Licensing and Trademarks
Georgia Institute of Technology
177 North Avenue, N.W.
Atlanta, GA 30332-0181
Telephone: 404-894-0870
Email: gtlicensing@gatech.edu



If to Licensee: **Name:** _____
 Title: _____
 School and/or School Dept.: _____

 Address: _____

 Telephone: _____
 Email: _____

Or, other such points of contact and addresses as the parties may from time to time designate by written notice.

14. The term of this Agreement shall be for **five (5) years and expires on December 31, 2027**. This Agreement and the rights granted herein shall terminate at the end of the **five (5) year** term, unless terminated earlier according to the terms of this Agreement.

15. Georgia Tech in its sole discretion may renew this Agreement for an additional five (5) year period upon thirty (30) days written notice request from Licensee to Georgia Tech prior to the end of the expiration of the initial five (5) year term. Renewal of this Agreement is at Georgia Tech's sole discretion and shall be subject to, in Georgia Tech's sole determination, Licensee's satisfactory performance of the requirements of this Agreement. In the event this Agreement is not renewed for an additional five (5) year term, Licensee shall discontinue use of the **GT Buzz Design Mark** within one academic year after the expiration of this Agreement.

16. Either party may terminate this Agreement at any time for any reason upon written notice of such termination to the other party. With the exception of the continued use in the event of non-renewal specified in Section 14 above, upon expiration or termination of this Agreement, Licensee shall immediately cease to produce or further use the **GT Buzz Design Mark** and/or any products, articles, logos, characters, etc. bearing the **GT Buzz Design Mark**.

17. Licensee hereby agrees to be solely responsible for, to defend, and indemnify Georgia Tech, the Board of Regents, the State of Georgia, Georgia Tech's exclusive licensing agent, The Collegiate Licensing Company (CLC), and their respective officers, agents, and employees, and to hold each of them harmless from all liability claims, demands, causes of action or damages, including reasonable attorney's fees, caused by or arising out of any action, omission or the results thereof by the Licensee in connection with its use of the **GT Buzz Design Mark**, including but not limited to, actions, omissions and the results thereof affiliated with, caused by or arising from workmanship, material, or design of any products, articles, logos, characters, etc. bearing the **GT Buzz Design Mark** produced by or on behalf of Licensee.

18. The parties are independent contractors. Nothing contained in this Agreement shall create or shall be construed as creating a partnership, joint venture, agency or employment relationship



between the parties. Neither party has the right or authority to assume or create any obligations or responsibilities, express or implied, on behalf of the other party hereunder. Neither party may bind the other party hereunder in any manner or otherwise act in any way as a representative of the other party hereunder.

19. Licensee shall not assign, sale or transfer this Agreement, whether in whole or part, or any of the rights and licenses granted hereunder. Any attempted assignment or transfer of this Agreement or the rights and licenses contained herein is null and void.

20. The interpretation, validity, and enforcement of this Agreement shall be governed by the laws of the State of Georgia.

21. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the remaining provisions.

22. No failure by Georgia Tech to enforce any provision of this Agreement nor any waiver of any right by Georgia Tech, unless in writing, shall discharge or invalidate such provision or affect the right of Georgia Tech to enforce the same or any subsequent default or breach of such provision. Waiver by Georgia Tech of any default by Licensee shall not constitute a waiver of any other such default then or thereafter occurring, and Georgia Tech shall have the right at any time to avail itself of any and all available remedies.

23. Licensee agrees that Georgia Tech shall be deemed to possess rights as a third-party beneficiary under this Agreement. Licensee acknowledges and agrees that its breach or threatened breach of this Agreement and/or the limited license granted herein will result in immediate and irreparable harm to Georgia Tech and that money damages alone would be insufficient to compensate Georgia Tech.

Thus, in the event of a breach or threatened breach of this Agreement and/or the license granted herein by Licensee, in addition to any other rights and remedies which may be available, Georgia Tech may obtain and enforce injunctive relief prohibiting the breach or threatened breach without the necessity of proving damages or posting a bond or other security.

24. All the rights and remedies of Georgia Tech under this Agreement are distinct, separate and cumulative, and any mention or reference to one or more of them shall not be deemed to be an exclusion of or waiver of any right or remedy. Georgia Tech shall have, to the fullest extent permitted by law, the right to enforce any and all available rights or remedies separately or cumulatively.

25. This Agreement may be executed in counterparts (and by different authorized representatives of the parties hereto on different counterparts), each of which shall constitute an original and all of which when taken together shall constitute a single and the same executed Agreement. Delivery (electronically or otherwise) of an executed counterpart of a signature page of this Agreement shall constitute delivery of a manually executed counterpart of this Agreement and shall have the same force and effect as a document bearing original signatures.

26. This Agreement constitutes the entire understanding and agreement between the parties regarding the limited, non-exclusive, non-transferable license granted herein and supersedes any and all prior agreements, understandings, promises and representations, whether written or oral,



between the parties. This Agreement may not be changed, altered, modified, or amended without the express written consent of both parties. All matters not authorized expressly by this Agreement shall be reserved to the discretion of Georgia Tech.

27. The parties agree that signatures on facsimile or scanned versions of the Agreement shall be valid and have full force and the same effect as original signatures. The representatives signing below represent and that they have the authority to sign on behalf of and bind their respective organization to this Agreement.

IN WITNESS WHEREOF, Licensee and Georgia Tech have caused this Agreement to be executed by their duly authorized representatives.

LICENSEE
WALTER HILL ELEMENTARY SCHOOL
6309 LEBANON PIKE
MURFREESBORO, TN 37129-7854

By: _____

Printed Name: _____

Title: _____

Date: _____

THE BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA BY
AND ON BEHALF OF GEORGIA
INSTITUTE OF TECHNOLOGY

By: _____

Printed Name: _____

Title: _____

Date: _____



EXHIBIT A
GT BUZZ DESIGN MARK



GEORGIA TECH TRADEMARK K-12 SCHOOLS LICENSE AGREEMENT

This License Agreement is effective as set forth below between **The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology**, a nonprofit educational institution organized and existing under the laws of the State of Georgia, with principal offices at 225 North Avenue, Atlanta, GA 30332 (“**Georgia Tech**” and/or “**GT**”) and **Buchanan Elementary School** (“**Licensee**”), located at **6050 Manchester Pike, Murfreesboro, TN 37127-7812**.

WHEREAS, Georgia Tech owns all right, title, and interest in and to the **GT Buzz Design** trademark and service marks as depicted in attached **Exhibit A** and incorporated herein by reference, as well as any derivatives of the GT Buzz Design trademark and service mark and all the rights and goodwill symbolized therein pursuant to **Federal Registration Nos. 2,930,301 and 1,456,921** (collectively, “**GT Buzz Design Mark**”);

WHEREAS, Licensee desires to utilize the **GT Buzz Design Mark** in connection with its school’s or school organization’s various activities (as further described in Section 1 below) and not to imply any endorsement of any company, organization, product or service, subject to the terms and conditions specified herein (“**Licensed Use**”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Georgia Tech and Licensee hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, Georgia Tech hereby grants Licensee a **limited, non-exclusive, non-transferable** license to use the **GT Buzz Design Mark** solely in connection with its school or school organization for use on the following:

- athletic team apparel, such as football helmets, football uniforms, jerseys, basketball uniforms, hockey uniforms, etc. in connection with its school or school organization;
- souvenirs and merchandise sold by Licensee, including clothing, decals, stickers, yearbooks, etc.;
- school signage and athletics fields and courts, such as football fields, basketball courts, etc.; and
- official school or school organization promotional items and/or media, including stationary, programs, signage, banners, stationary, programs, flyers, owned digital properties (webpages, intranets, apps, etc.) and social media accounts.

2. Licensee acknowledges agrees that:

- a. Georgia Tech is the exclusive owner of the **GT Buzz Design Mark**, all rights therein, and the goodwill associated therewith;
- b. The **GT Buzz Design Mark**, all rights therein and the goodwill associated therewith, are and shall remain the sole and exclusive property of Georgia Tech, and the associated applications and registrations thereof are valid;
- c. Nothing in this Agreement grants Licensee, any person or entity, any right, title, or interest in or to the **GT Buzz Design Mark**, except for the limited license expressly granted to use the **GT Buzz Design Mark** solely in connection with the Licensed Use and in accordance with the terms and conditions expressly set forth herein;
- d. All uses of the **GT Buzz Design Mark** by Licensee and any goodwill arising from such use shall inure to the benefit of Georgia Tech;



- e. Licensee shall not take any action which shall adversely affect Georgia Tech's ownership of or right to use the **GT Buzz Design Mark** or any trademarks, services marks, names, symbols, logos owned by Georgia Tech (collectively, "**GT Marks**"), or the goodwill associated therein; and
- f. Licensee shall not challenge the rights of Georgia Tech in and/or to the **GT Buzz Design Mark** or any **GT Marks**.

3. Licensee acknowledges the importance to Georgia Tech and to its reputation and goodwill, and to the public, of maintaining the high, uniform standards of quality associated with use, display and reproductions of the **GT Buzz Design Mark**. Therefore, Licensee agrees consistently throughout its use:

- a. To use the **GT Buzz Design Mark** only in connection with Licensed Use and to use the **GT Buzz Design Mark** as depicted in **Exhibit A** with the appropriate federal trademark notice designation ® and in a manner that accurately reflects the Licensed Use;
- b. To use the **GT Buzz Design Mark** in marketing, sales or other activities involving products, articles, logos, characters, etc. bearing the **GT Buzz Design Mark** in such a way as to preserve the high-quality and consistent standards, integrity, character, and dignity of Georgia Tech;
- c. To use **GT Buzz Design Mark** only on articles or items that are of high quality in design, material, and workmanship;
- d. To not reference or promote alcohol, drugs, or tobacco related products in conjunction with its use of the **GT Buzz Design Mark**;
- e. To not use the **GT Buzz Design Mark** in connection with any other good or service other than the Licensed Use permitted herein;
- f. To not alter or create any new marks of any kind using the **GT Buzz Design Mark** and shall not use the **GT Buzz Design Mark** with a confusingly similar mark; and
- g. To not use the color red or a red & black color scheme with **GT Buzz Design Mark**.

4. Licensee shall not use the **GT Buzz Design Mark** in combination or conjunction with any other marks that are not owned by Licensee or a unit of the Licensee, such as marks of corporate sponsors, vendors, advertisers, stadium name rights holders, broadcast media partners, etc., unless such combined usage of **GT Buzz Design Mark** and aforementioned third party marks includes Licensee's school name conspicuously displayed and the combination is used in a way that is not likely to confuse the public as to the source of the **GT Buzz Design Mark**.

5. Licensee shall not use, facilitate use and/or have third parties develop or use the **GT Buzz Design Mark** on digital properties or platforms not owned by the Licensee, including but not limited to apps, intranets, webpages, etc. Notwithstanding the foregoing and for avoidance of doubt, this restriction does not include social media accounts, digital properties, or platforms owned by the Licensee as set forth in **Section 1**.

6. Licensee shall not sublicense the use of the **GT Buzz Design Mark** or rights granted under this Agreement and shall not grant permission to third parties, including federal programs or organizations, to use the **GT Buzz Design Mark** and/or any rights granted under this Agreement without the express written consent of Georgia Tech. If expressly permitted in writing, Licensee shall only use the **GT Buzz Design Mark** as expressly permitted and in accordance with applicable terms and conditions.

Notwithstanding anything herein or otherwise, the Licensee shall not use or grant use of the **GT Buzz Design Mark** or any **GT Marks** in any manner that might imply or suggest



Georgia Tech's endorsement, approval or affiliation with any third-party businesses, activities, products or services or which may cause embarrassment or ridicule to Georgia Tech and/or the Board of Regents of the University System of Georgia ("Board of Regents"),.

7. In the event Licensee has articles bearing the **GT Buzz Design Mark** manufactured or sold by a third party on its behalf, Licensee shall ensure in writing that such third-party contractor's manufacturing and/or sales activities are solely in connection with the Licensed Use in accordance with the terms and conditions of this Agreement.

8. Licensee agrees that any and all of its merchandise or items sold bearing the **GT Buzz Design Mark** shall also bear the name of the Licensee and that the **GT Buzz Design Mark** will not appear by itself.

9. Licensee agrees that any and all merchandise or items sold bearing the **GT Buzz Design Mark** will be offered for sale by Licensee or local entities affiliated with Licensee. Licensee agrees that none of its merchandise or items sold bearing the **GT Buzz Design Mark** will be offered for sale by mass market retailers. Licensee further agrees that none of its merchandise or items sold bearing the **GT Buzz Design Mark** will be offered for sale in the retail marketplace.

10. Licensee shall not produce and shall not have third parties produce a physical mascot costume identical to **GT Buzz Design Mark** or the Buzz mascot used by Georgia Tech.

11. Georgia Tech shall have the right, on an annual basis and with reasonable notice to inspect Licensee's goods and services, including marketing or promotional materials, bearing the **GT Buzz Design Mark** to ensure that Licensee complies with all the terms and conditions of this Agreement. If Georgia Tech believes in good faith that Licensee is not offering goods or services in compliance with this Agreement, then Georgia Tech shall provide written notice to Licensee. The parties will work diligently and in good faith to ensure any deficiencies are remedied within a reasonable period of time. If after such good faith effort the deficiencies cannot be remedied, Georgia Tech shall have the right to terminate this Agreement.

12. On an annual basis, Licensee shall notify in writing all its affiliated organizations, including, but not limited to, booster clubs, parent organizations, etc., that use the **GT Buzz Design Mark** pursuant to this Agreement of their continuing obligations to comply with all terms and conditions of this Agreement and that:

- a. Georgia Tech is the exclusive owner of the **GT Buzz Design Mark**, all rights therein, and the goodwill associated therewith;
- b. The **GT Buzz Design Mark**, all rights therein and the goodwill associated therewith, are and shall remain the sole and exclusive property of Georgia Tech, and the associated applications and registrations thereof are valid;
- c. Nothing in this Agreement grants Licensee, any person or entity, any right, title, or interest in or to the **GT Buzz Design Mark**, except for the limited license expressly granted to use the **GT Buzz Design Mark** solely in connection with the Licensed Use and in accordance with the terms and conditions expressly set forth herein;
- d. It shall use **GT Buzz Design Mark** solely in connection with the Licensed Use and in accordance with all the terms and conditions set forth herein;
- e. It shall not sublicense the use of the **GT Buzz Design Mark** or any **GT Marks** or rights granted under this Agreement and shall not grant permission to third parties



- to use the **GT Buzz Design Mark** or any **GT Marks** and/or any rights granted under this Agreement;
- f. All uses of the **GT Buzz Design Mark** by Licensee and any goodwill arising from such use shall inure to the benefit of Georgia Tech;
 - g. It shall not take any action which shall adversely affect Georgia Tech's ownership of or right to use the **GT Buzz Design Mark** or any **GT Marks**, or the goodwill associated therein; and
 - h. It shall not challenge the rights of Georgia Tech in and/or to the **GT Buzz Design Mark** or any **GT Marks**.

Such annual notification shall include a completed and fully signed copy of this Agreement as executed by duly authorized representatives of Licensee and Georgia Tech. The Licensee's designated point of contact for dissemination of the annual notification is as follows:

Name: _____

Title: _____

School and/or School Dept.: _____

Address: _____

Telephone: _____

Email: _____

Licensee shall notify Georgia Tech in writing of any changes or updates to its designated point of contact.

13. When any notices, approval, authorization, statement or other information is required in connection with this Agreement between the parties, such notice, approval, authorization, statement or other information shall be provided to the designated points of contact and respective addresses listed below:

If to Georgia Tech: **Institute Communications**
 c/o Licensing and Trademarks
 Georgia Institute of Technology
 177 North Avenue, N.W.
 Atlanta, GA 30332-0181
 Telephone: 404-894-0870
 Email: gtlicensing@gatech.edu



If to Licensee: **Name:** _____
 Title: _____
 School and/or School Dept.: _____

 Address: _____

 Telephone: _____
 Email: _____

Or, other such points of contact and addresses as the parties may from time to time designate by written notice.

14. The term of this Agreement shall be for **five (5) years and expires on December 31, 2027**. This Agreement and the rights granted herein shall terminate at the end of the **five (5) year** term, unless terminated earlier according to the terms of this Agreement.

15. Georgia Tech in its sole discretion may renew this Agreement for an additional five (5) year period upon thirty (30) days written notice request from Licensee to Georgia Tech prior to the end of the expiration of the initial five (5) year term. Renewal of this Agreement is at Georgia Tech's sole discretion and shall be subject to, in Georgia Tech's sole determination, Licensee's satisfactory performance of the requirements of this Agreement. In the event this Agreement is not renewed for an additional five (5) year term, Licensee shall discontinue use of the **GT Buzz Design Mark** within one academic year after the expiration of this Agreement.

16. Either party may terminate this Agreement at any time for any reason upon written notice of such termination to the other party. With the exception of the continued use in the event of non-renewal specified in Section 14 above, upon expiration or termination of this Agreement, Licensee shall immediately cease to produce or further use the **GT Buzz Design Mark** and/or any products, articles, logos, characters, etc. bearing the **GT Buzz Design Mark**.

17. Licensee hereby agrees to be solely responsible for, to defend, and indemnify Georgia Tech, the Board of Regents, the State of Georgia, Georgia Tech's exclusive licensing agent, The Collegiate Licensing Company (CLC), and their respective officers, agents, and employees, and to hold each of them harmless from all liability claims, demands, causes of action or damages, including reasonable attorney's fees, caused by or arising out of any action, omission or the results thereof by the Licensee in connection with its use of the **GT Buzz Design Mark**, including but not limited to, actions, omissions and the results thereof affiliated with, caused by or arising from workmanship, material, or design of any products, articles, logos, characters, etc. bearing the **GT Buzz Design Mark** produced by or on behalf of Licensee.

18. The parties are independent contractors. Nothing contained in this Agreement shall create or shall be construed as creating a partnership, joint venture, agency or employment relationship



between the parties. Neither party has the right or authority to assume or create any obligations or responsibilities, express or implied, on behalf of the other party hereunder. Neither party may bind the other party hereunder in any manner or otherwise act in any way as a representative of the other party hereunder.

19. Licensee shall not assign, sale or transfer this Agreement, whether in whole or part, or any of the rights and licenses granted hereunder. Any attempted assignment or transfer of this Agreement or the rights and licenses contained herein is null and void.

20. The interpretation, validity, and enforcement of this Agreement shall be governed by the laws of the State of Georgia.

21. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the remaining provisions.

22. No failure by Georgia Tech to enforce any provision of this Agreement nor any waiver of any right by Georgia Tech, unless in writing, shall discharge or invalidate such provision or affect the right of Georgia Tech to enforce the same or any subsequent default or breach of such provision. Waiver by Georgia Tech of any default by Licensee shall not constitute a waiver of any other such default then or thereafter occurring, and Georgia Tech shall have the right at any time to avail itself of any and all available remedies.

23. Licensee agrees that Georgia Tech shall be deemed to possess rights as a third-party beneficiary under this Agreement. Licensee acknowledges and agrees that its breach or threatened breach of this Agreement and/or the limited license granted herein will result in immediate and irreparable harm to Georgia Tech and that money damages alone would be insufficient to compensate Georgia Tech.

Thus, in the event of a breach or threatened breach of this Agreement and/or the license granted herein by Licensee, in addition to any other rights and remedies which may be available, Georgia Tech may obtain and enforce injunctive relief prohibiting the breach or threatened breach without the necessity of proving damages or posting a bond or other security.

24. All the rights and remedies of Georgia Tech under this Agreement are distinct, separate and cumulative, and any mention or reference to one or more of them shall not be deemed to be an exclusion of or waiver of any right or remedy. Georgia Tech shall have, to the fullest extent permitted by law, the right to enforce any and all available rights or remedies separately or cumulatively.

25. This Agreement may be executed in counterparts (and by different authorized representatives of the parties hereto on different counterparts), each of which shall constitute an original and all of which when taken together shall constitute a single and the same executed Agreement. Delivery (electronically or otherwise) of an executed counterpart of a signature page of this Agreement shall constitute delivery of a manually executed counterpart of this Agreement and shall have the same force and effect as a document bearing original signatures.

26. This Agreement constitutes the entire understanding and agreement between the parties regarding the limited, non-exclusive, non-transferable license granted herein and supersedes any and all prior agreements, understandings, promises and representations, whether written or oral,



between the parties. This Agreement may not be changed, altered, modified, or amended without the express written consent of both parties. All matters not authorized expressly by this Agreement shall be reserved to the discretion of Georgia Tech.

27. The parties agree that signatures on facsimile or scanned versions of the Agreement shall be valid and have full force and the same effect as original signatures. The representatives signing below represent and that they have the authority to sign on behalf of and bind their respective organization to this Agreement.

IN WITNESS WHEREOF, Licensee and Georgia Tech have caused this Agreement to be executed by their duly authorized representatives.

LICENSEE
BUCHANAN ELEMENTARY SCHOOL
6050 MANCHESTER PIKE
MURFREESBORO, TN 37127-7812

THE BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA BY
AND ON BEHALF OF GEORGIA
INSTITUTE OF TECHNOLOGY

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A
GT BUZZ DESIGN MARK



October 11, 2022
Ms. April Sneed
Whitworth-Buchanan Middle School
5555 Manchester Pike
Murfreesboro, TN 37127-7927

Dear Ms. Sneed:

It is our understanding that you are currently using the Georgia Institute of Technology's famous Buzz trademark as your Whitworth-Buchanan Middle School logo/mark. As you may be aware, the Buzz trademark is an officially licensed trademark, which is the subject of multiple federal trademark registrations owned by The Board of Regents of the University System of Georgia on behalf of the Georgia Institute of Technology.

We're pleased that you like our trademark and hope that you will continue to enjoy it and its associated traditions. However, in an effort to protect the licensed trademark from unauthorized use and abuse, we require all non-profit organizations to sign the attached "Georgia Tech Trademark License Agreement" and submit it to the Georgia Tech Institute Communications office. Your organization will need to complete the agreement in order to continue to use the trademark.

Once you have reviewed this Agreement, **please sign it and return via email by December 31, 2022 to:**

Aimee Anderson
Program Director, Licensing and Trademarks
Institute Communications
Georgia Institute of Technology
Email: gtlicensing@gatech.edu

Please note, we will return a fully executed copy of the agreement via email.

Although it may seem that our approach is formal, we've found it's becoming increasingly important for higher educational institutions like Georgia Tech to be vigilant in protecting our logos and marks. If we do not, we run the risk of losing ownership for lack of enforcement. We appreciate your understanding and cooperation in returning these agreements in a timely manner to help protect us against less scrupulous organizations. Thank you for your cooperation. Please feel free to contact me at gtlicensing@gatech.edu if you have any questions about this process.

Sincerely,



Aimee Anderson
Program Director, Licensing and Trademarks



Yolonda L. Cameron
Assistant Chief Counsel II



**GEORGIA TECH TRADEMARK
K-12 SCHOOLS LICENSE AGREEMENT**

This License Agreement is effective as set forth below between **The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology**, a nonprofit educational institution organized and existing under the laws of the State of Georgia, with principal offices at 225 North Avenue, Atlanta, GA 30332 ("**Georgia Tech**" and/or "**GT**") and **Whitworth-Buchanan Middle School** ("Licensee"), located at **5555 Manchester Pike, Murfreesboro, TN 37127-7927**.

WHEREAS, Georgia Tech owns all right, title, and interest in and to the **GT Buzz Design** trademark and service marks as depicted in attached **Exhibit A** and incorporated herein by reference, as well as any derivatives of the GT Buzz Design trademark and service mark and all the rights and goodwill symbolized therein pursuant to **Federal Registration Nos. 2,930,301 and 1,456,921** (collectively, "**GT Buzz Design Mark**");

WHEREAS, Licensee desires to utilize the **GT Buzz Design Mark** in connection with its school's or school organization's various activities (as further described in Section 1 below) and not to imply any endorsement of any company, organization, product or service, subject to the terms and conditions specified herein ("Licensed Use");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Georgia Tech and Licensee hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, Georgia Tech hereby grants Licensee a **limited, non-exclusive, non-transferable** license to use the **GT Buzz Design Mark** solely in connection with its school or school organization for use on the following:

- athletic team apparel, such as football helmets, football uniforms, jerseys, basketball uniforms, hockey uniforms, etc. in connection with its school or school organization;
- souvenirs and merchandise sold by Licensee, including clothing, decals, stickers, yearbooks, etc.;
- school signage and athletics fields and courts, such as football fields, basketball courts, etc.; and
- official school or school organization promotional items and/or media, including stationary, programs, signage, banners, stationary, programs, flyers, owned digital properties (webpages, intranets, apps, etc.) and social media accounts.

2. Licensee acknowledges agrees that:

- a. Georgia Tech is the exclusive owner of the **GT Buzz Design Mark**, all rights therein, and the goodwill associated therewith;
- b. The **GT Buzz Design Mark**, all rights therein and the goodwill associated therewith, are and shall remain the sole and exclusive property of Georgia Tech, and the associated applications and registrations thereof are valid;
- c. Nothing in this Agreement grants Licensee, any person or entity, any right, title, or interest in or to the **GT Buzz Design Mark**, except for the limited license expressly granted to use the **GT Buzz Design Mark** solely in connection with the Licensed Use and in accordance with the terms and conditions expressly set forth herein;
- d. All uses of the **GT Buzz Design Mark** by Licensee and any goodwill arising from such use shall inure to the benefit of Georgia Tech;



- e. Licensee shall not take any action which shall adversely affect Georgia Tech's ownership of or right to use the **GT Buzz Design Mark** or any trademarks, services marks, names, symbols, logos owned by Georgia Tech (collectively, "**GT Marks**"), or the goodwill associated therein; and
- f. Licensee shall not challenge the rights of Georgia Tech in and/or to the **GT Buzz Design Mark** or any **GT Marks**.

3. Licensee acknowledges the importance to Georgia Tech and to its reputation and goodwill, and to the public, of maintaining the high, uniform standards of quality associated with use, display and reproductions of the **GT Buzz Design Mark**. Therefore, Licensee agrees consistently throughout its use:

- a. To use the **GT Buzz Design Mark** only in connection with Licensed Use and to use the **GT Buzz Design Mark** as depicted in **Exhibit A** with the appropriate federal trademark notice designation ® and in a manner that accurately reflects the Licensed Use;
- b. To use the **GT Buzz Design Mark** in marketing, sales or other activities involving products, articles, logos, characters, etc. bearing the **GT Buzz Design Mark** in such a way as to preserve the high-quality and consistent standards, integrity, character, and dignity of Georgia Tech;
- c. To use **GT Buzz Design Mark** only on articles or items that are of high quality in design, material, and workmanship;
- d. To not reference or promote alcohol, drugs, or tobacco related products in conjunction with its use of the **GT Buzz Design Mark**;
- e. To not use the **GT Buzz Design Mark** in connection with any other good or service other than the Licensed Use permitted herein;
- f. To not alter or create any new marks of any kind using the **GT Buzz Design Mark** and shall not use the **GT Buzz Design Mark** with a confusingly similar mark; and
- g. To not use the color red or a red & black color scheme with **GT Buzz Design Mark**.

4. Licensee shall not use the **GT Buzz Design Mark** in combination or conjunction with any other marks that are not owned by Licensee or a unit of the Licensee, such as marks of corporate sponsors, vendors, advertisers, stadium name rights holders, broadcast media partners, etc., unless such combined usage of **GT Buzz Design Mark** and aforementioned third party marks includes Licensee's school name conspicuously displayed and the combination is used in a way that is not likely to confuse the public as to the source of the **GT Buzz Design Mark**.

5. Licensee shall not use, facilitate use and/or have third parties develop or use the **GT Buzz Design Mark** on digital properties or platforms not owned by the Licensee, including but not limited to apps, intranets, webpages, etc. Notwithstanding the foregoing and for avoidance of doubt, this restriction does not include social media accounts, digital properties, or platforms owned by the Licensee as set forth in **Section 1**.

6. Licensee shall not sublicense the use of the **GT Buzz Design Mark** or rights granted under this Agreement and shall not grant permission to third parties, including federal programs or organizations, to use the **GT Buzz Design Mark** and/or any rights granted under this Agreement without the express written consent of Georgia Tech. If expressly permitted in writing, Licensee shall only use the **GT Buzz Design Mark** as expressly permitted and in accordance with applicable terms and conditions.

Notwithstanding anything herein or otherwise, the Licensee shall not use or grant use of the **GT Buzz Design Mark** or any **GT Marks** in any manner that might imply or suggest



Georgia Tech's endorsement, approval or affiliation with any third-party businesses, activities, products or services or which may cause embarrassment or ridicule to Georgia Tech and/or the Board of Regents of the University System of Georgia ("Board of Regents"),.

7. In the event Licensee has articles bearing the **GT Buzz Design Mark** manufactured or sold by a third party on its behalf, Licensee shall ensure in writing that such third-party contractor's manufacturing and/or sales activities are solely in connection with the Licensed Use in accordance with the terms and conditions of this Agreement.

8. Licensee agrees that any and all of its merchandise or items sold bearing the **GT Buzz Design Mark** shall also bear the name of the Licensee and that the **GT Buzz Design Mark** will not appear by itself.

9. Licensee agrees that any and all merchandise or items sold bearing the **GT Buzz Design Mark** will be offered for sale by Licensee or local entities affiliated with Licensee. Licensee agrees that none of its merchandise or items sold bearing the **GT Buzz Design Mark** will be offered for sale by mass market retailers. Licensee further agrees that none of its merchandise or items sold bearing the **GT Buzz Design Mark** will be offered for sale in the retail marketplace.

10. Licensee shall not produce and shall not have third parties produce a physical mascot costume identical to **GT Buzz Design Mark** or the Buzz mascot used by Georgia Tech.

11. Georgia Tech shall have the right, on an annual basis and with reasonable notice to inspect Licensee's goods and services, including marketing or promotional materials, bearing the **GT Buzz Design Mark** to ensure that Licensee complies with all the terms and conditions of this Agreement. If Georgia Tech believes in good faith that Licensee is not offering goods or services in compliance with this Agreement, then Georgia Tech shall provide written notice to Licensee. The parties will work diligently and in good faith to ensure any deficiencies are remedied within a reasonable period of time. If after such good faith effort the deficiencies cannot be remedied, Georgia Tech shall have the right to terminate this Agreement.

12. On an annual basis, Licensee shall notify in writing all its affiliated organizations, including, but not limited to, booster clubs, parent organizations, etc., that use the **GT Buzz Design Mark** pursuant to this Agreement of their continuing obligations to comply with all terms and conditions of this Agreement and that:

- a. Georgia Tech is the exclusive owner of the **GT Buzz Design Mark**, all rights therein, and the goodwill associated therewith;
- b. The **GT Buzz Design Mark**, all rights therein and the goodwill associated therewith, are and shall remain the sole and exclusive property of Georgia Tech, and the associated applications and registrations thereof are valid;
- c. Nothing in this Agreement grants Licensee, any person or entity, any right, title, or interest in or to the **GT Buzz Design Mark**, except for the limited license expressly granted to use the **GT Buzz Design Mark** solely in connection with the Licensed Use and in accordance with the terms and conditions expressly set forth herein;
- d. It shall use **GT Buzz Design Mark** solely in connection with the Licensed Use and in accordance with all the terms and conditions set forth herein;
- e. It shall not sublicense the use of the **GT Buzz Design Mark** or any **GT Marks** or rights granted under this Agreement and shall not grant permission to third parties



- to use the **GT Buzz Design Mark** or any **GT Marks** and/or any rights granted under this Agreement;
- f. All uses of the **GT Buzz Design Mark** by Licensee and any goodwill arising from such use shall inure to the benefit of Georgia Tech;
 - g. It shall not take any action which shall adversely affect Georgia Tech's ownership of or right to use the **GT Buzz Design Mark** or any **GT Marks**, or the goodwill associated therein; and
 - h. It shall not challenge the rights of Georgia Tech in and/or to the **GT Buzz Design Mark** or any **GT Marks**.

Such annual notification shall include a completed and fully signed copy of this Agreement as executed by duly authorized representatives of Licensee and Georgia Tech. The Licensee's designated point of contact for dissemination of the annual notification is as follows:

Name: _____

Title: _____

School and/or School Dept.: _____

Address: _____

Telephone: _____

Email: _____

Licensee shall notify Georgia Tech in writing of any changes or updates to its designated point of contact.

13. When any notices, approval, authorization, statement or other information is required in connection with this Agreement between the parties, such notice, approval, authorization, statement or other information shall be provided to the designated points of contact and respective addresses listed below:

If to Georgia Tech: **Institute Communications**
c/o Licensing and Trademarks
Georgia Institute of Technology
177 North Avenue, N.W.
Atlanta, GA 30332-0181
Telephone: 404-894-0870
Email: gtlicensing@gatech.edu



If to Licensee: **Name:** _____
 Title: _____
 School and/or School Dept.: _____

 Address: _____

 Telephone: _____
 Email: _____

Or, other such points of contact and addresses as the parties may from time to time designate by written notice.

14. The term of this Agreement shall be for **five (5) years and expires on December 31, 2027**. This Agreement and the rights granted herein shall terminate at the end of the **five (5) year** term, unless terminated earlier according to the terms of this Agreement.

15. Georgia Tech in its sole discretion may renew this Agreement for an additional five (5) year period upon thirty (30) days written notice request from Licensee to Georgia Tech prior to the end of the expiration of the initial five (5) year term. Renewal of this Agreement is at Georgia Tech's sole discretion and shall be subject to, in Georgia Tech's sole determination, Licensee's satisfactory performance of the requirements of this Agreement. In the event this Agreement is not renewed for an additional five (5) year term, Licensee shall discontinue use of the **GT Buzz Design Mark** within one academic year after the expiration of this Agreement.

16. Either party may terminate this Agreement at any time for any reason upon written notice of such termination to the other party. With the exception of the continued use in the event of non-renewal specified in Section 14 above, upon expiration or termination of this Agreement, Licensee shall immediately cease to produce or further use the **GT Buzz Design Mark** and/or any products, articles, logos, characters, etc. bearing the **GT Buzz Design Mark**.

17. Licensee hereby agrees to be solely responsible for, to defend, and indemnify Georgia Tech, the Board of Regents, the State of Georgia, Georgia Tech's exclusive licensing agent, The Collegiate Licensing Company (CLC), and their respective officers, agents, and employees, and to hold each of them harmless from all liability claims, demands, causes of action or damages, including reasonable attorney's fees, caused by or arising out of any action, omission or the results thereof by the Licensee in connection with its use of the **GT Buzz Design Mark**, including but not limited to, actions, omissions and the results thereof affiliated with, caused by or arising from workmanship, material, or design of any products, articles, logos, characters, etc. bearing the **GT Buzz Design Mark** produced by or on behalf of Licensee.

18. The parties are independent contractors. Nothing contained in this Agreement shall create or shall be construed as creating a partnership, joint venture, agency or employment relationship



between the parties. Neither party has the right or authority to assume or create any obligations or responsibilities, express or implied, on behalf of the other party hereunder. Neither party may bind the other party hereunder in any manner or otherwise act in any way as a representative of the other party hereunder.

19. Licensee shall not assign, sale or transfer this Agreement, whether in whole or part, or any of the rights and licenses granted hereunder. Any attempted assignment or transfer of this Agreement or the rights and licenses contained herein is null and void.

20. The interpretation, validity, and enforcement of this Agreement shall be governed by the laws of the State of Georgia.

21. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the remaining provisions.

22. No failure by Georgia Tech to enforce any provision of this Agreement nor any waiver of any right by Georgia Tech, unless in writing, shall discharge or invalidate such provision or affect the right of Georgia Tech to enforce the same or any subsequent default or breach of such provision. Waiver by Georgia Tech of any default by Licensee shall not constitute a waiver of any other such default then or thereafter occurring, and Georgia Tech shall have the right at any time to avail itself of any and all available remedies.

23. Licensee agrees that Georgia Tech shall be deemed to possess rights as a third-party beneficiary under this Agreement. Licensee acknowledges and agrees that its breach or threatened breach of this Agreement and/or the limited license granted herein will result in immediate and irreparable harm to Georgia Tech and that money damages alone would be insufficient to compensate Georgia Tech.

Thus, in the event of a breach or threatened breach of this Agreement and/or the license granted herein by Licensee, in addition to any other rights and remedies which may be available, Georgia Tech may obtain and enforce injunctive relief prohibiting the breach or threatened breach without the necessity of proving damages or posting a bond or other security.

24. All the rights and remedies of Georgia Tech under this Agreement are distinct, separate and cumulative, and any mention or reference to one or more of them shall not be deemed to be an exclusion of or waiver of any right or remedy. Georgia Tech shall have, to the fullest extent permitted by law, the right to enforce any and all available rights or remedies separately or cumulatively.

25. This Agreement may be executed in counterparts (and by different authorized representatives of the parties hereto on different counterparts), each of which shall constitute an original and all of which when taken together shall constitute a single and the same executed Agreement. Delivery (electronically or otherwise) of an executed counterpart of a signature page of this Agreement shall constitute delivery of a manually executed counterpart of this Agreement and shall have the same force and effect as a document bearing original signatures.

26. This Agreement constitutes the entire understanding and agreement between the parties regarding the limited, non-exclusive, non-transferable license granted herein and supersedes any and all prior agreements, understandings, promises and representations, whether written or oral,



between the parties. This Agreement may not be changed, altered, modified, or amended without the express written consent of both parties. All matters not authorized expressly by this Agreement shall be reserved to the discretion of Georgia Tech.

27. The parties agree that signatures on facsimile or scanned versions of the Agreement shall be valid and have full force and the same effect as original signatures. The representatives signing below represent and that they have the authority to sign on behalf of and bind their respective organization to this Agreement.

IN WITNESS WHEREOF, Licensee and Georgia Tech have caused this Agreement to be executed by their duly authorized representatives.

LICENSEE
WHITWORTH-BUCHANAN MIDDLE SCHOOL
5555 MANCHESTER PIKE
MURFREESBORO, TN 37127-7927

THE BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA BY
AND ON BEHALF OF GEORGIA
INSTITUTE OF TECHNOLOGY

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A
GT BUZZ DESIGN MARK



CLINICAL AFFILIATION AGREEMENT

This Agreement is made this 29th day of September, 2022 by and KIMC Nashville LLC d/b/a Fortis College - Nashville located at 3354 Perimeter Hill Drive, Suite 105, Nashville, TN 37211 ("School") and Rutherford County Schools ("Clinical Site") located at

RECITALS

WHEREAS, the School provides state approved Nursing Education Programs; and

WHEREAS, as a part of its Nursing Education Programs, the School offers Clinical Learning Experiences; and

WHEREAS, the Clinical Site has facilities that are conducive to School's Clinical Learning Experiences; and

WHEREAS, the School desires to engage the Clinical Site to assist the School by making the facilities of the Clinical Site available for the School's Nursing Programs ("Programs"); and

WHEREAS, the Clinical Site desires to assist the School by allowing the School to use the facilities of the Clinical Site for its Programs to the extent such facilities are available;

Types of clinical rotations available to students (please check all those that apply):

<u> </u> Yes <u> X </u> No- Medical/Surgical	<u> X </u> Yes <u> </u> No - Pediatrics
<u> </u> Yes <u> X </u> No- OB/GYN	<u> </u> Yes <u> X </u> No- Maternity
<u> </u> Yes <u> X </u> No- Community	<u> </u> Yes <u> X </u> No- Geriatrics
<u> </u> Yes <u> X </u> No- Mental Health	<u> </u> Yes <u> X </u> No- Skilled nursing
<u> </u> Other _____	

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

RESPONSIBILITIES OF THE SCHOOL:

1. All experiences for nursing students ("Students") in a clinical program setting involving the delivery of nursing care to an individual or group of individuals shall be performed under the direction of a faculty member ("Instructors") who functions only as an Instructor during the Students' clinical experience. The Instructor providing direction shall:
 - a. Establish clinical objectives or outcomes within the framework of the course in which the Student is enrolled;
 - b. Communicate clinical objectives or outcomes to the Student, the teaching assistant (if applicable) and the staff at the Clinical Site;
 - c. Provide for orientation of each Student to the environment of the clinical site, including introduction to staff;

- d. Make assignments, in conjunction with the teaching assistant if utilized, for the Student's experience, consistent with the specific objectives or outcomes of the course to which the Student is enrolled;
 - e. Provide supervision of each Student in accordance with all applicable laws and regulations related to nursing program(s) ("Programs").
 - f. Evaluate the Student's experience, achievement, and progress in relation to the clinical objectives or outcomes, with input from the teaching assistant if applicable.
2. The School shall retain ultimate responsibility for the planning, programming, administration, selection, assignment and requirements for matriculation, grading, graduation and faculty appointments of the student training program at the Clinical Site in consultation with the Director of Clinical Placement (or designee) unless a preceptor has been assigned. In the case of a preceptor, s/he shall be responsible for selection, assignment and evaluation of student performance and progress in relation to the clinical objectives or outcomes with input from the School's Instructor as applicable.
3. The School shall provide Instructors who are qualified in academic and practical training, licensure and experience to instruct, supervise and evaluate the Student studying in the Programs in accordance with all applicable laws and regulations. The School shall provide to the Clinical Site, upon request of the Clinical Site, written evidence of such qualifications including validation of current licensure. The Clinical Site and the School each shall appoint an individual to act as a liaison with the other party. The Clinical Site, in its sole discretion, shall have the right to disapprove any faculty member provided by the School.
4. The School shall require the Students to have completed a minimum level of classroom and laboratory instruction prior to attending clinical.
5. The Instructor or Clinical Coordinator shall present evidence upon request for each Student and Instructor, of criminal background check and satisfactory health status as determined by the standards of the Department of Health, Communicable Disease Division, and the Clinical Site as outlined in Exhibit A, attached hereto and made a part hereof.
6. Upon written request of the Clinical Site, the School shall provide the following information to the Clinical Site no less than two (2) weeks, or as directed by the institution, before the commencement of each academic term:
 - a. The number of Students that will be involved in the Clinical Learning Experiences as limited by paragraph 12 of this Agreement;
 - b. The classification and level of experience of each Student;
 - c. The days and hours in which each Student will be on the Clinical Site's premises;
 - d. A current catalog of the School;
7. The School shall be totally responsible for the instruction and supervision of the Students in connection with the Programs. The responsibilities of the School shall include, but not be limited to:

- a. Ensuring that, before commencement of the Programs, each Student has attended an orientation program approved by the Clinical Site;
 - b. Ensuring that the Students are familiar with rules, regulations, policies and procedures of the Clinical Site and the departments and units to which they will be assigned;
 - c. Ensuring that the Students and Instructors comply with the rules, regulations, policies and procedures promulgated by the Clinical Site, and perform their duties in accordance with the standard of care prevalent for such individuals;
 - d. Ensuring that the Students report as scheduled for their assignments and notifying the Clinical Site of all Student absences;
 - e. Ensuring that the Student and Instructors comply with the dress standards, including an ID badge to be worn at all times, agreed upon by both the Clinical Site and the School;
 - f. Requiring the Students to carry health insurance for the duration of the clinical assignment OR require students to sign a waiver declaring they have no health insurance and will personally cover ALL medical related issues that occur during clinical rotations whether caused by illness or accident. The Clinical Site shall not be responsible for any medical expenses that may be incurred by the School's Students.
8. School acknowledges that the Clinical Site is subject to the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and its related regulations (collectively, "HIPAA"). Accordingly, the School shall advise its Students who are engaged in any activity on the Clinical Site's premises, or otherwise involving Clinical Site, of their obligation to fully comply with HIPAA and Clinical Site's policies and procedures with respect thereto. Notwithstanding the generality of the foregoing, the School shall advise its Students of their obligation to (i) cooperate with Clinical Site in its HIPAA compliance efforts; (ii) limit their use and disclosure of patient-specific health information except as permitted by HIPAA; (iii) attend HIPAA training that may be conducted by the Clinical Site; and (iv) the possible consequences of non-compliance with HIPAA (e.g., disciplinary action, civil fines or criminal penalties).
9. The School shall provide, at its sole cost and expense, insurance coverage for the activities of its students and employees in connection with this Agreement by maintaining in full force and effect the following:
 - a. Professional Liability coverage with limits of Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate;
 - b. General Liability coverage with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
 - c. Worker's Compensation Insurance covering School's full liability as required under state law; and
 - d. Other insurance in such amounts which from time to time may be required by mutual consent of the parties to this Agreement.

RESPONSIBILITIES OF THE CLINICAL SITE:

10. The Clinical Site shall assist the School in the coordination of the School's objectives and the activities of the Clinical Site. The Clinical Site shall provide an orientation program for the Instructor and the Students, and designate a representative to assist the School and Instructor with the planning of Students' assignments and the resolution of any issues.
11. The Clinical Site shall provide the School with the use of its facilities as contemplated here (including areas for group and individual conferences, library facilities and cafeteria facilities at the Student's expense) to the extent such facilities are available and not needed by the Clinical Site. The Clinical Site shall have the right to designate the areas and shifts in which the Students shall work. The Students shall not be permitted to rotate or otherwise alter or adjust their schedules without the permission of the Instructor and Clinical Site. The Clinical Site, in its sole discretion, shall have the right to limit the number of students in a clinical experience and the number shall be established by mutual agreement of the parties.
12. The Clinical Site shall have final authority with regard to decisions relating to patient care when Students are assigned to care and treatment of patients at the Clinical Site. Assignment of patients shall be based on Student needs and mutually agreed upon by the Instructor and the Clinical Site's representative.
 - a. Students and the Instructor shall immediately report to the Clinical Site's staff a resident or patient who is noted to be in distress, at which point the Instructor and Students will relinquish responsibility for the care of the resident or patient to the Clinical Site's staff until the resident's condition is determined to be stable.
 - b. The Clinical Site, at any time, may relieve a Student from a specific assignment or request that a Student or Instructor leave a patient care area for any reason reasonably related to the quality of patient care. The Clinical Site may require that a Student or Instructor be withdrawn from participation in the Clinical Learning Experience if specific reasons are provided for the withdrawal.
 - c. Clinical Site shall not include Instructor or Students when determining staffing for the resident or patient care unit.
13. The Clinical Site will provide safe physical facilities and environment needed for clinical instruction of the Students, within the reasonable capacity of the Clinical Site, subject to its primary responsibility to care for patients. Direct contact between Students and patients shall be subject to approval of the Clinical Site.
14. The Clinical Site shall provide faculty and students with emergency medical care for injury or illness occurring at Clinical Site while engaged in the Program, in accordance with established policy and procedures of the Clinical Site with the costs borne by the student or faculty member receiving such treatment.
15. The Clinical Site agrees to promptly notify the School of any changes in its operations or policies that may affect the clinical experience.

MUTUAL RESPONSIBILITIES:

16. Clinical Site and the School shall comply with all applicable federal, state and local laws, rules and regulations in the performance of their respective duties under this Agreement. Clinical Site shall retain sole responsibility for the quality of care provided to its patients and for adherence to the plan of care established for patients.
17. The Clinical Site and the School understand, acknowledge and agree that:
 - a. The students are not employees or agents of the Clinical Site;
 - b. The training at the Clinical Site is for the benefit of the students;
 - c. The students will not displace employees of the Clinical Site, although they will work, in part, under their supervision;
 - d. Clinical Site will derive no advantage from the activities of the students;
 - e. Clinical Site is under no obligation to hire any student at the conclusion of the clinical training period;
 - f. The students are not entitled to wages or compensation for their time spent in training at the Clinical Site; and
 - g. The training provided to the student in the Clinical Rotations, even though it includes activities at the Clinical Site, is similar to that which is provided at the School.
18. The School and the Clinical Site acknowledge that information (if any) received from the School regarding Students may be protected by the Family Educational Rights and Privacy Act ("FERPA"), and agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the Student's written consent.
19. The School and the Clinical Site agree that they will not discriminate against any employee, applicant, or Student affiliated with their respective establishments because of race, color, sexual orientation, gender identity, creed, religion, national origin, gender, age, or handicap.
20. The parties hereto recognize that in the performance of this Agreement, the greatest benefits shall be derived by mutual commitment. Therefore, the parties enter into this Agreement with the intention of mutually cooperating in carrying out its terms. Each party agrees to interpret this Agreement so as to promote the interests of both parties and to render the highest service to the public.
21. This Agreement shall be effective as of the date first written above and shall remain in effect unless terminated by either party by written notice as provided herein. Either Party may terminate this Agreement with or without cause by giving the other Party ninety (90) day notice, via first-class mail, postage prepaid, to the addresses set forth below in Paragraph 22. Students who are currently involved in Clinical Learning Experiences at the Clinical Site shall be permitted to complete such experiences.
22. All notices given under this Agreement shall be in writing and sent to the addresses set forth below by U.S. Mail, first-class postage prepaid.

If to School: Fortis College - Nashville
3354 Perimeter Hill Drive, Suite 105
Nashville, TN 37211
Attn: Clinical Coordinator

Copy to: Education Affiliates, Inc.
5026-D Campbell Blvd.
Baltimore, MD 21236
Attn: National Clinical Site Development Specialist

If to Clinical Site: _____

Attn: _____

23. This Agreement shall be construed in accordance with the laws of the State of Tennessee.
24. To the extent allowed by law, each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (the "Indemnified Party") from and against any claims, judgment, losses, deficiencies, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with or arising from any claim, suit, action or proceeding against the Indemnified Party to the extent the basis of such claim is (i) the willful or negligent act or omission of the Indemnifying Party in connection with this Agreement, or (ii) that a third party has been or may be injured or damaged in any way by any material breach by the Indemnifying Party of its duties, representations or warranties under this Agreement.
25. The provisions of this Agreement are severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.
26. This Agreement embodies the entire understanding and agreement of the Parties, all prior negotiations, representations, agreements and understandings are herein contained.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by its proper representative on the day and year first above written.

Information for Clinical Site:

Date: 10/11/22
Name of Clinical Facility: Rutherford Co Schools
Clinical Site Address: 2240 Southpark Blvd, M-boro TN 37128
Signature: [Signature]
Printed Name: James Sullivan
Title: Director of Schools

Information for School:

Date: 9/27/2022
School: KIMCNashville LLC d/b/a Fortis College - Nashville
Address: 3354 Perimeter Hill Drive, Suite 105, Nashville, TN 37211
Signature: [Signature]
Printed Name: Eric Rodie
Title: Campus President

EXHIBIT A

ASSURANCES

School provides assurance that all Students assigned to clinical rotations at the Clinical Site will be physically and emotionally able to perform all the routine daily tasks a nurse must perform while in the clinical setting. School defines the "assurances" in the School's current nursing handbook. The definition of "assurances" may be revised based on changes to regulatory and corporate guidelines. The School will provide a copy of the nursing handbook upon request of the Clinical Site. Should the Clinical Site want to verify the health records of any assigned Student(s), those record(s) will be supplied upon request.

Records on file at School are inclusive of the following information:

RECORD OF VACCINES/TEST:

- a. Hepatitis B vaccine: 3 dose series with titer/serologic proof evidencing immunity after the series is complete **OR** titer/serologic proof evidencing immunity **OR** a vaccination waiver based on a valid healthcare provider's recommendation (dose 1 now, dose 2 one month after the 1st, dose 3 five months after the 2nd)
- b. Tetanus, Diphtheria, Pertussis: one time dose of Tdap with Td boosters every 10 years thereafter with titer/serologic proof evidencing immunity (equivocal results not accepted)
- c. Varicella: titer/serologic proof evidencing immunity (equivocal results not accepted) **OR** laboratory confirmation of the disease **OR** 2 vaccination doses at least 28 days apart with titer/serologic proof evidencing immunity (equivocal results not accepted)
- d. Influenza: required annually
- e. Measles, Mumps, Rubella (MMR): titer/serologic proof evidencing immunity (equivocal results not accepted) **OR** laboratory confirmation of the disease **OR** 2 vaccination doses at least 28 days apart with titer/serologic proof evidencing immunity (equivocal results not accepted)
- f. Tuberculin Skin Test (TST): Negative two step for Students with no previous annual history of Tuberculin testing **OR** negative one step testing for students who have annual Tuberculin testing **OR** negative chest x-ray less than five years old for Students who have had a positive result **OR** serologic proof evidencing no active disease

OTHER RECORDS:

- g. HIPAA Education with signed acknowledgement of training
- h. Criminal background check
- i. Current health care declaration
- j. Negative drug screen
- k. Current BLS CPR card
- l. Record of a physical exam performed by a qualified care giver assuring the student is physically and mentally able to perform the necessary duties and is free of communicable disease. The physical is required at enrollment to the program.

MEMORANDUM

DATE: October 25, 2022
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled through the end of the 2022-2023 school year for his third fight.

According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.

Andrea Pinkerton for
questions.

22812

OR

* Michelle Biffith

22128

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 **Oakland Middle School**
2. Principal **Brad Decker**
3. Project Name **OMS Soccer Field**
4. Assistant Principal who is overseeing the project **Chris Chambers**
5. Does project support recreational sports, athletics or education? **yes**
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.) **Soccer**
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. **\$30,000 - \$35,000**
I am still waiting on dirt quote & sprig quote →
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources. **Funding Source are players fund-raising. Local & corporate businesses donating. The field acct. has over \$13,000 at this time.**
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? **No foundation @ this time**
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, across from OMS Annex on Cushing**
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? **Yes & No**
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? **MWSD did install a water tap on the same side of street of field**
15. Are plans drawn and stamped by Architect/ Engineer?
RCS did fence in the field fall 2021. The field needs dirt to cover the rock & holes. (App. 40-50 loads). Then, the plan is to sprig the field

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) *I would assume since RCS fenced the field & RCS owns property*
17. What is your time line for completion of project? When will it start and when will it be completed? *It started fall 2021, I would like the field to be playable by fall 2022. The extras-storage, benches, landscaping will come in time*
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.
No cost to school board
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?
- There are ^{several} dad's that are knowledgeable and have connections.*
- Mr. Bradley (Bradley Excavating) he can haul dirt, dig for piping to water for water source to field. He has the machine to spread/level the dirt.*
 - I am waiting to find free dirt. However, I have been waiting over a year. I do have a dad that I can purchase 40-50 loads of clean dirt. Quote Attached*
 - Tom Rose is another father helping me. He knows a company that will sprig & hopefully irrigate the field. Quote attached*



PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Contact Your Rep
Peter Thomashefski Email: pthomashefski@bsnsports.com | Phone: 734-649-0968

Ship To
2337557
OAKLAND MIDDLE SCHOOL
53 DeJarnette Ln
MURFREESBORO TN 37130-9162
USA

Ship To
2337557
OAKLAND MIDDLE SCHOOL
Marilyn Tenpenny
853 DeJarnette Ln
MURFREESBORO TN 37130-9162
USA

Order Summary

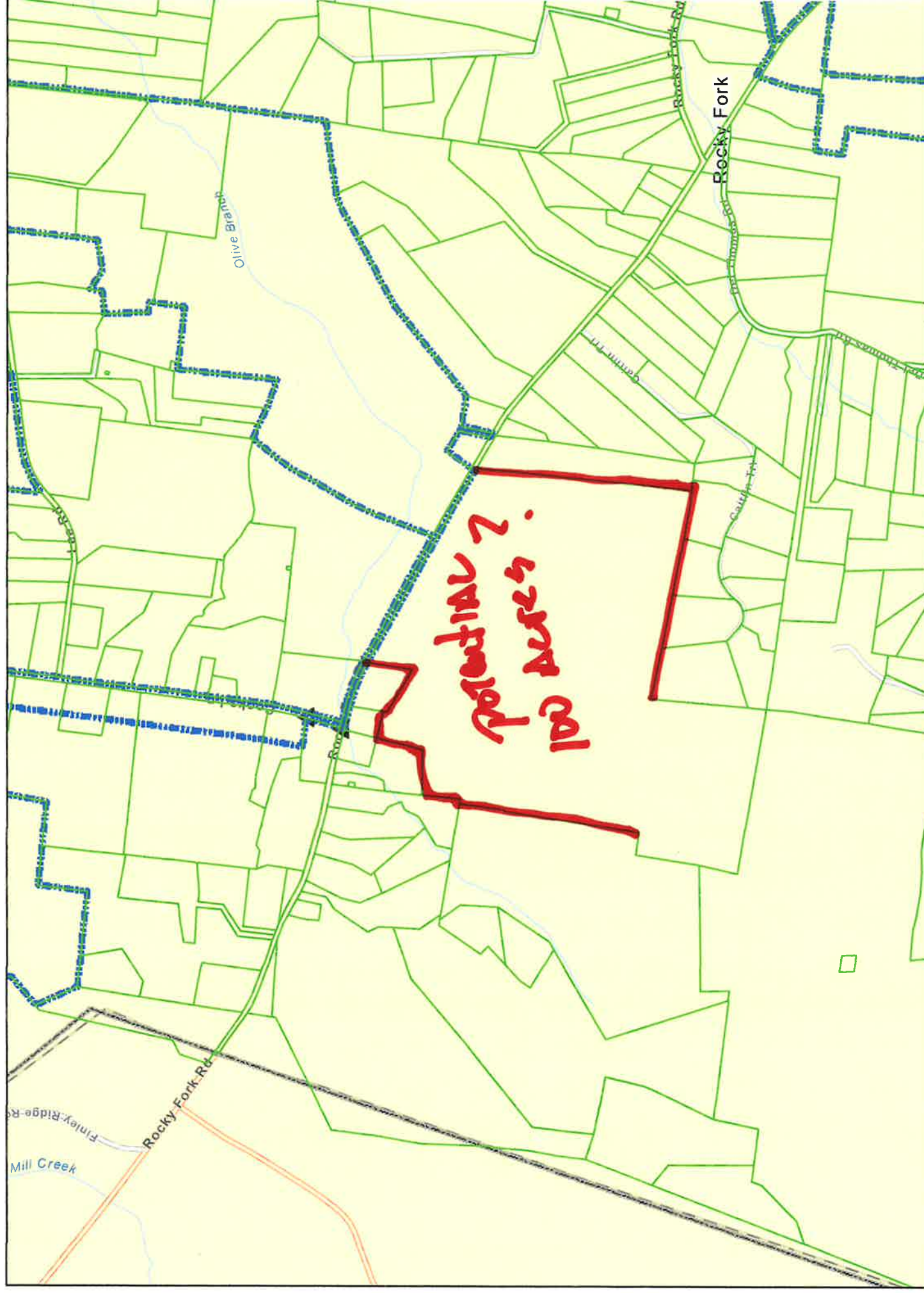
Cart #: 8839671
Purchase Order #: Soccer Quote
Cart Name: OMS SoccerG FA22 Goals
Order Date: 08/07/2022
Estimated Delivery: 10/10/2022
Payment Terms: NT30
Ship Via:
Ordered By: Marilyn Tenpenny

Payer
2337557
OAKLAND MIDDLE SCHOOL
853 DeJarnette Ln
MURFREESBORO TN 37130-9162
USA

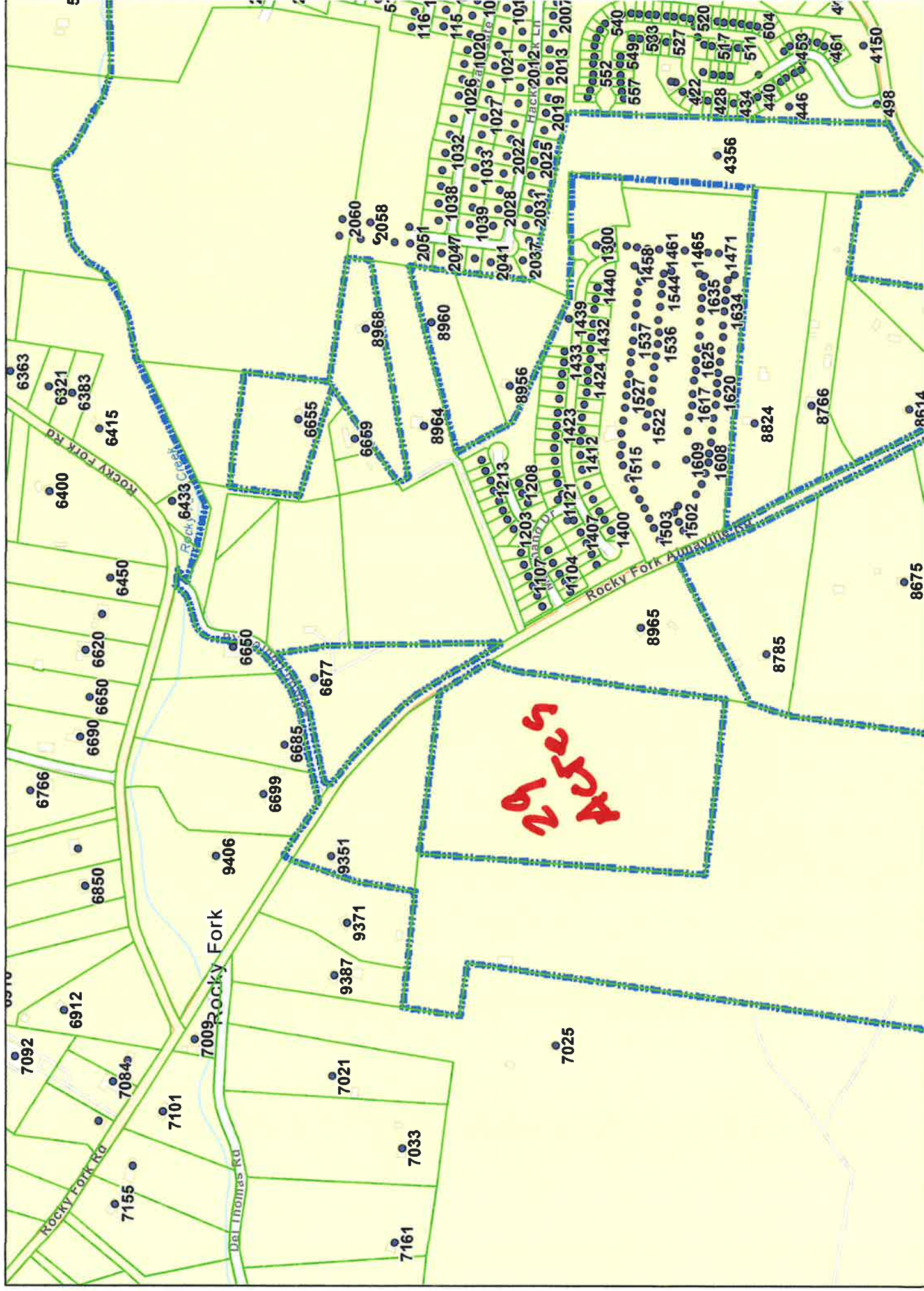
Item Description	Qty	Unit Price	Total
ENTIRE SOCCER FIELD SET Item # - MKSLP25	1 EA	\$ 300.00	\$ 300.00
SOCCER CORNER FLAGS 4/ST Item # - MSSOCFLGY	1 SET	\$ 100.00	\$ 100.00
White-DURA STRIPE FIELD PAINT Item # - 1460342	20 CS	\$ 75.00	\$ 1,500.00
20			
17'-Players Benches with Back Item # - 1375296 Portable	2 EA	\$ 1,350.00	\$ 2,700.00
2			
1" Classic Alumagoal 8' X 24' WHITE Item # - SGA300	1 PR	\$ 3,500.00	\$ 3,500.00

Subtotal:	\$8,100.00
Other:	\$0.00
Freight:	\$800.00
Sales Tax:	\$0.00
Order Total:	\$8,900.00
Payment/Credit Applied:	\$0.00
Order Total:	\$8,900.00

Rutherford County Public Information



Rutherford County Public Information



1. ALL REFERENCES MADE TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED VERIZON OR IT’S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF TENNESSEE.
3. THE STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH ANSI/TIA–222–H–2017. THIS CONFORMS TO THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE, 2018 EDITION.
4. WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, 2018 EDITION.
5. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
6. ALL HARDWARE ASSEMBLY MANUFACTURER’S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
7. IT IS THE CONTRACTOR’S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND IT’S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
8. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER’S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
9. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE VERIZON PROJECT MANAGER.
12. BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR/OWNER. CONTRACTOR/OWNER SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
13. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
14. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.
15. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROOFROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
16. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
17. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
18. ALL BUILDING DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.

19. ANY BUILDINGS ON THIS SITE ARE INTENDED TO SHELTER EQUIPMENT WHICH WILL ONLY BE PERIODICALLY MAINTAINED AND ARE NOT INTENDED FOR HUMAN OCCUPANCY.
20. TEMPORARY FACILITIES FOR PROTECTION OF TOOLS AND EQUIPMENT SHALL CONFORM TO LOCAL REGULATIONS AND SHALL BE THE CONTRACTOR’S RESPONSIBILITY.
21. RENTAL CHARGES, SAFETY, PROTECTION AND MAINTENANCE OF RENTED EQUIPMENT SHALL BE THE CONTRACTOR’S RESPONSIBILITY.
22. THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL CARRY LIABILITY INSURANCE IN THE AMOUNTS AND FORM IN ACCORDANCE WITH VERIZON SPECIFICATIONS. CERTIFICATES DEMONSTRATING PROOF OF COVERAGE SHALL BE PROVIDED TO VERIZON PRIOR TO THE START OF THE WORK ON THE PROJECT.
23. THESE DOCUMENTS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. SAFETY, CARE OF ADJACENT PROPERTIES, AND COMPLIANCE WITH STATE AND FEDERAL REGULATIONS REGARDING SAFETY, SHALL BE THE CONTRACTOR’S RESPONSIBILITY.
24. THE CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITY SERVICES TO VERIFY LOCATIONS OF EXISTING UTILITIES AND REQUIREMENTS FOR NEW UTILITY CONNECTIONS PRIOR TO EXCAVATING.
25. THE CONTRACTOR SHALL MAINTAIN THE JOB CLEAR OF TRASH AND DEBRIS. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE SITE PRIOR TO SUBSTANTIAL COMPLETION AND PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL FURNISH ONE 55 GALLON BARREL, AND TRASH BAGS, AND SHALL REMOVE TRASH, DEBRIS, ETC., ON A DAILY BASIS.
26. COSTS FOR BUILDING PERMITS, LANDFILL TAXES, USE TAXES, SALES TAXES AND OTHER CHARGES RELATIVE TO CONSTRUCTION OF THIS PROJECT SHALL BE INCLUDED IN THE CONTRACT PRICE.
27. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO SUBMITTING HIS PROPOSAL. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS WITH THOSE AT THE SITE. ANY VARIATION WHICH REQUIRES PHYSICAL CHANGE SHALL BE BROUGHT TO THE ATTENTION OF THE VERIZON PROJECT ENGINEER FOR FACILITIES/CONSTRUCTION.
28. THE CONTRACTOR SHALL GUARANTEE THE WORK PERFORMED ON THE PROJECT BY THE CONTRACTOR AND ANY OR ALL OF THE SUBCONTRACTORS WHO PERFORMED WORK FOR THE CONTRACTOR ON THIS PROJECT. THE GUARANTEE SHALL BE FOR A FULL YEAR FOLLOWING ISSUANCE OF THE FINAL PAYMENT OF RETAINAGE.

PLANS PREPARED FOR:



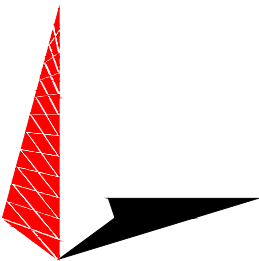
575 HICKORY HILLS BLVD
WHITES CREEK, TN 37189

PROJECT INFORMATION:

VZW NODE NAME:
SMC_CAYLA_4

SITE ADDRESS:
3001 STEWART VALLEY DR
SMYRNA, TN 37167
(RUTHERFORD COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL:



I	09-26-22	CONSTRUCTION
O	06-16-22	CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: MSM CHECKED BY: ANK

SHEET TITLE:

PROJECT NOTES

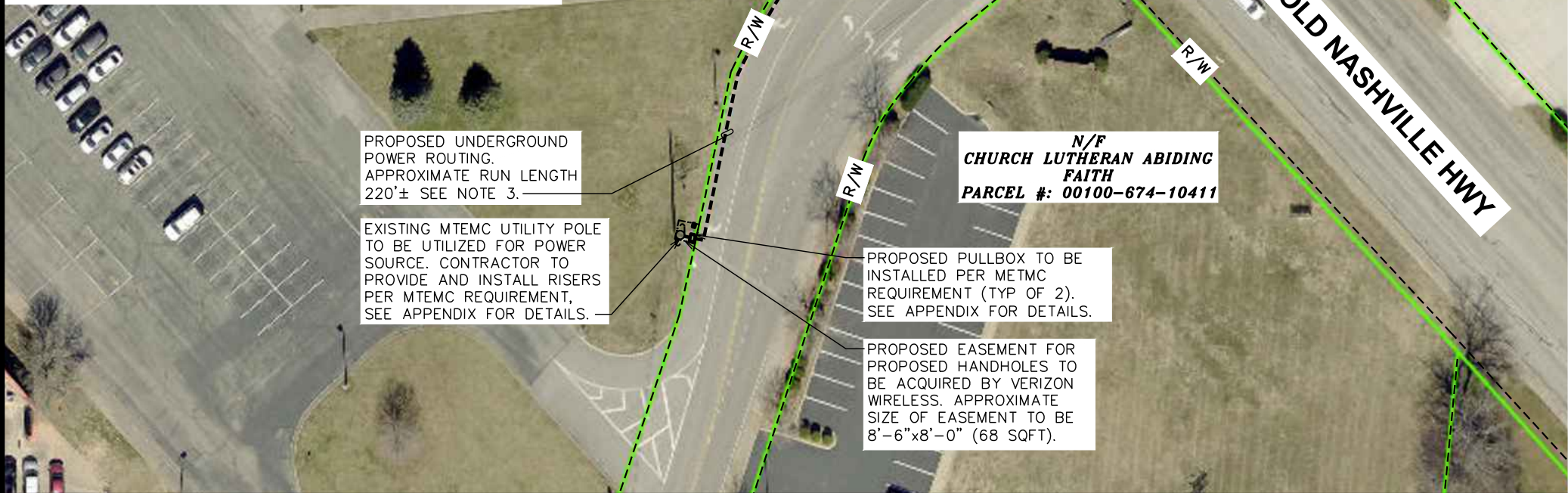
SHEET NUMBER: N-1	REVISION: 1 TEP#: 0307745
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NOTES:

1. SITE PLAN SHOWN BELOW WAS REPRODUCED FROM INFORMATION PROVIDED BY RUTHERFORD COUNTY GIS. CONTRACTOR TO VERIFY ALL EXISTING INFORMATION IS AS INDICATED ON SITE PLAN. CONTRACTOR IS TO ESTABLISH THE EXISTENCE AND LOCATION OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES. IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES.
2. EXISTING INFORMATION INDICATED ON THE SITE RUTHERFORD COUNTY GIS. TEP DOES NOT GUARANTEE, OR ENSURE THE PRECISION, ACCURACY OR CORRECTNESS AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES, LOSS OF REVENUE, OR INJURY THAT MIGHT OCCUR.

UTILITY NOTES:

1. CONTRACTOR REQUIRED TO CONTACT ETHAN WOMACK WITH MIDDLE TNENNESEE ELECTRIC MEMBERSHIP CORPORATION (MTEMC) TO INITIATE UTILITY ROUTE INSTALLATION.
OFFICE PHONE: (615) 494-1624
EMAIL: ETHANWOMACK@MTE.COM
2. MTEMC TO COMPLETE MAKE-READY WORK TO SOURCE POLE TO PROVIDE 100A 120/240V, 1φ, 3W SERVICE TO PROPOSED VERIZON POLE.
3. CONTRACTOR TO PROVIDE AND INSTALL (1) 3" SCH40 AND (1) 1" SCH 40 CONDUIT FROM 10' UP PROPOSED MTE POLE TO PROPOSED PULLBOX HANDHOLE. SEE APPENDIX FOR DETAILS.
4. CONTRACTOR MAY INSTALL HANDHOLES AT BENDS AS NECESSARY.
5. CONTRACTOR TO PROVIDE AND INSTALL METER PEDESTAL. MTEMC TO PROVIDE AND INSTALL METER.
6. ALL CONDUITS AND CONDUCTORS TO BE INSTALLED PER MTEMC CONSTRUCTION STANDARDS.
7. CONTRACTOR TO PROVIDE AND INSTALL OUTDOOR RATED BRASS OR STAINLESS STEEL TAG ATTACHED ON THE FACE OF THE METER COVER. SEE SHEET C-4 FOR DETAILS.
8. SEE APPENDIX FOR MTE PROVIDED POWER PLAN.
9. VERIZON TO ACQUIRE EASEMENTS AS AS NECESSARY FOR CONSTRUCTION.



THIS LOCATION IS PRELIMINARY AND PENDING CONFIRMATION VIA BOUNDARY SURVEY.

PROPOSED POLE LOCATION

PROPOSED POLE PHOTO

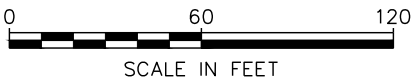
SCALE: N.T.S.

LEGEND

- EXIST. PROPERTY LINE
- ⊗ EXIST. UTILITY POLE
- ⊠ EXIST. TELCO PEDESTAL
- PROPERTY CORNER
- 200--- EXIST. CONTOUR LINE
- /// EDGE OF PAVEMENT
- UGW--- UNDERGROUND WIRE
- R/W--- RIGHT-OF-WAY
- X — CHAIN LINK FENCE
- ~ ~ ~ EXISTING TREE LINE

SITE PLAN

SCALE: 1" = 60'



PLANS PREPARED FOR:

verizon

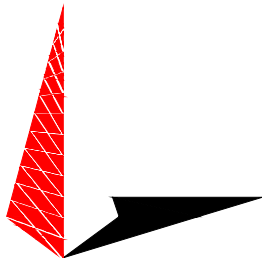
575 HICKORY HILLS BLVD
WHITES CREEK, TN 37189

PROJECT INFORMATION:

VZW NODE NAME:
SMC_CAYLA_4

SITE ADDRESS:
3001 STEWART VALLEY DR
SMYRNA, TN 37167
(RUTHERFORD COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL:



REV	DATE	ISSUED FOR:
I	09-26-22	CONSTRUCTION
O	06-16-22	CONSTRUCTION

DRAWN BY: MSM CHECKED BY: ANK

SHEET TITLE:

SITE PLAN

SHEET NUMBER:

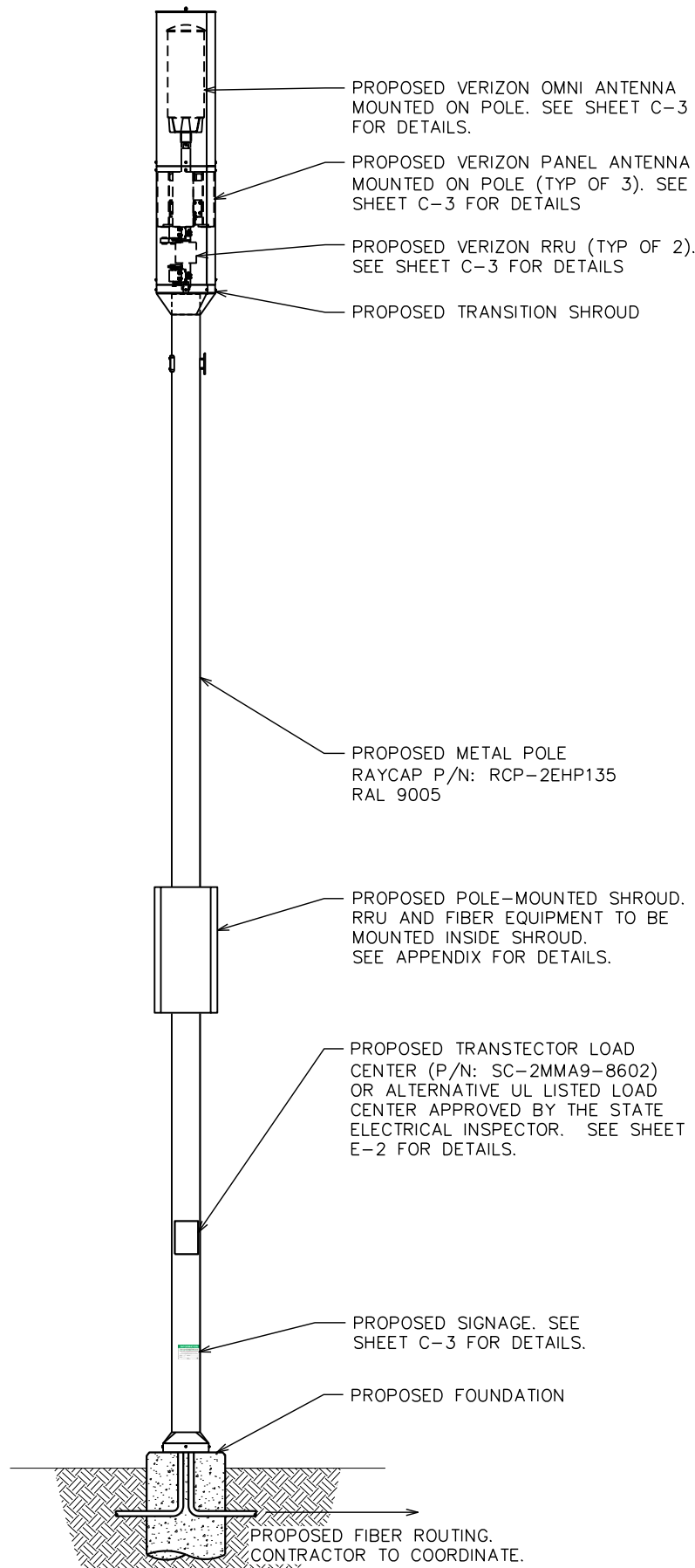
C-1

REVISION:

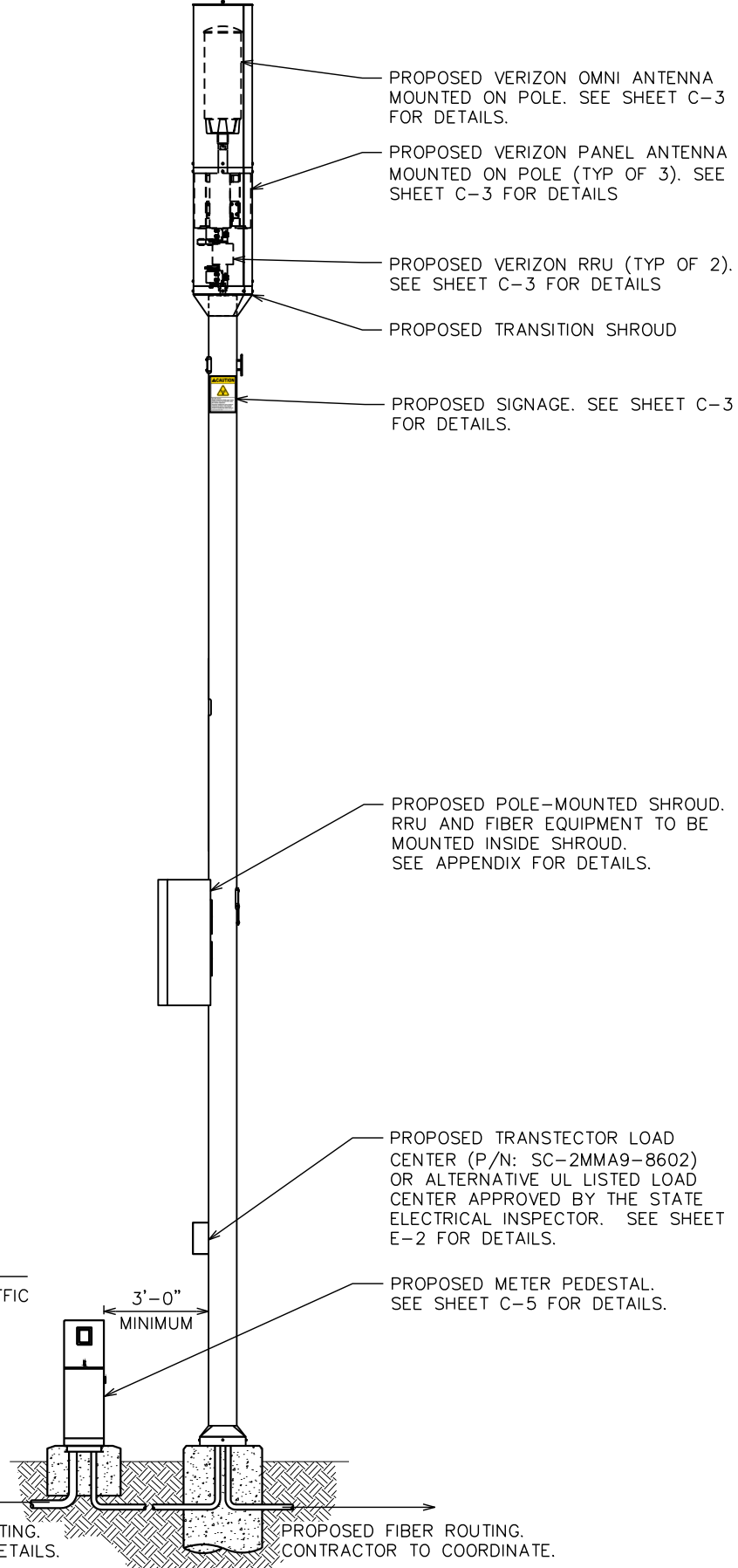
1

TEP#: 0307745

- 46'-8"±
T/APPURTENANCE
- 44'-4"±
CL/PROPOSED OMNI ANTENNA
- 40'-4"±
CL/PROPOSED PANEL ANTENNAS
- 36'-9"±
T/POLE
- 18'-6"±
T/EQUIPMENT SHROUD
- 14'-6"±
B/EQUIPMENT SHROUD
- 6'-7" MAXIMUM
T/MAIN BREAKER
- 0'-8"±
T/BASE PLATE
- 0'-6"±
T/FOUNDATION
- 0'-0" (REF)
EXISTING GRADE



- 46'-8"±
T/APPURTENANCE
- 44'-4"±
CL/PROPOSED OMNI ANTENNA
- 40'-4"±
CL/PROPOSED PANEL ANTENNAS
- 36'-9"±
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T/MAIN BREAKER
- 0'-8"±
T/BASE PLATE
- 0'-6"±
T/FOUNDATION
- 0'-0" (REF)
EXISTING GRADE



PLANS PREPARED FOR:

verizon

575 HICKORY HILLS BLVD
WHITES CREEK, TN 37189

PROJECT INFORMATION:

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SEAL:



1	09-26-22	CONSTRUCTION
0	06-16-22	CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: MSM CHECKED BY: ANK

SHEET TITLE:

POLE ELEVATION

SHEET NUMBER: C-2	REVISION: 1 TEP#: 0307745
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POLE ELEVATION (FACING TRAFFIC FLOW)

SCALE: 3/16" = 1'-0"



POLE ELEVATION (FROM STREET)

SCALE: 3/16" = 1'-0"



ANTENNA SCHEDULE NOTES:

- 1. CONTRACTOR TO MOUNT ANTENNAS PER MANUFACTURER’S SPECIFICATIONS.
- 2. CONTRACTOR TO REFERENCE VZW ISSUED RFDS AND GIVE PRECEDENCE TO INFORMATION PROVIDED IN RFDS OVER INFORMATION PROVIDED IN THIS TABLE.
- 3. VERIFY LOADING WITH STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION.

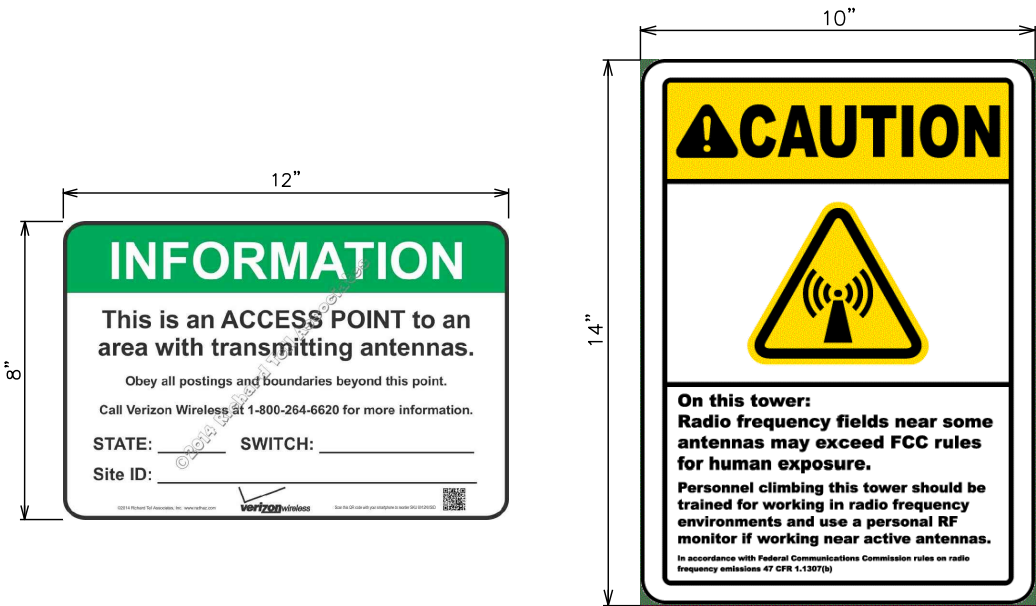
PROPOSED ANTENNA/CABLE SCHEDULE					
SECTOR	MANUFACTURER (MODEL #)	MOUNTING HEIGHT	CABLE SIZE	AZIMUTH (TN)	RRU
–	JMA CX160MI236–2CX	℄ @ 44’–4”	(12) ½” COAX	N/A	(1) 4408 (1) 4449 (1) 4455
ALPHA	ERICSSON AIR 1652	℄ @ 40’–4”	SEE NOTE 2	0°	–
BETA	ERICSSON AIR 1652	℄ @ 40’–4”	SEE NOTE 2	120°	–
GAMMA	ERICSSON AIR 1652	℄ @ 40’–4”	SEE NOTE 2	240°	–

PROPOSED POLE ANTENNA SCHEDULE

SCALE: N.T.S.

SIGNAGE NOTES:

- 1. ALL SIGNAGE TO BE MOUNTED TO POLE.
- 2. ALL SIGNAGE SHOULD BE STAINLESS STEEL TO PREVENT CORROSION OVER TIME.



ANTENNA DETAIL

SCALE: N.T.S.

POLE NOTES:

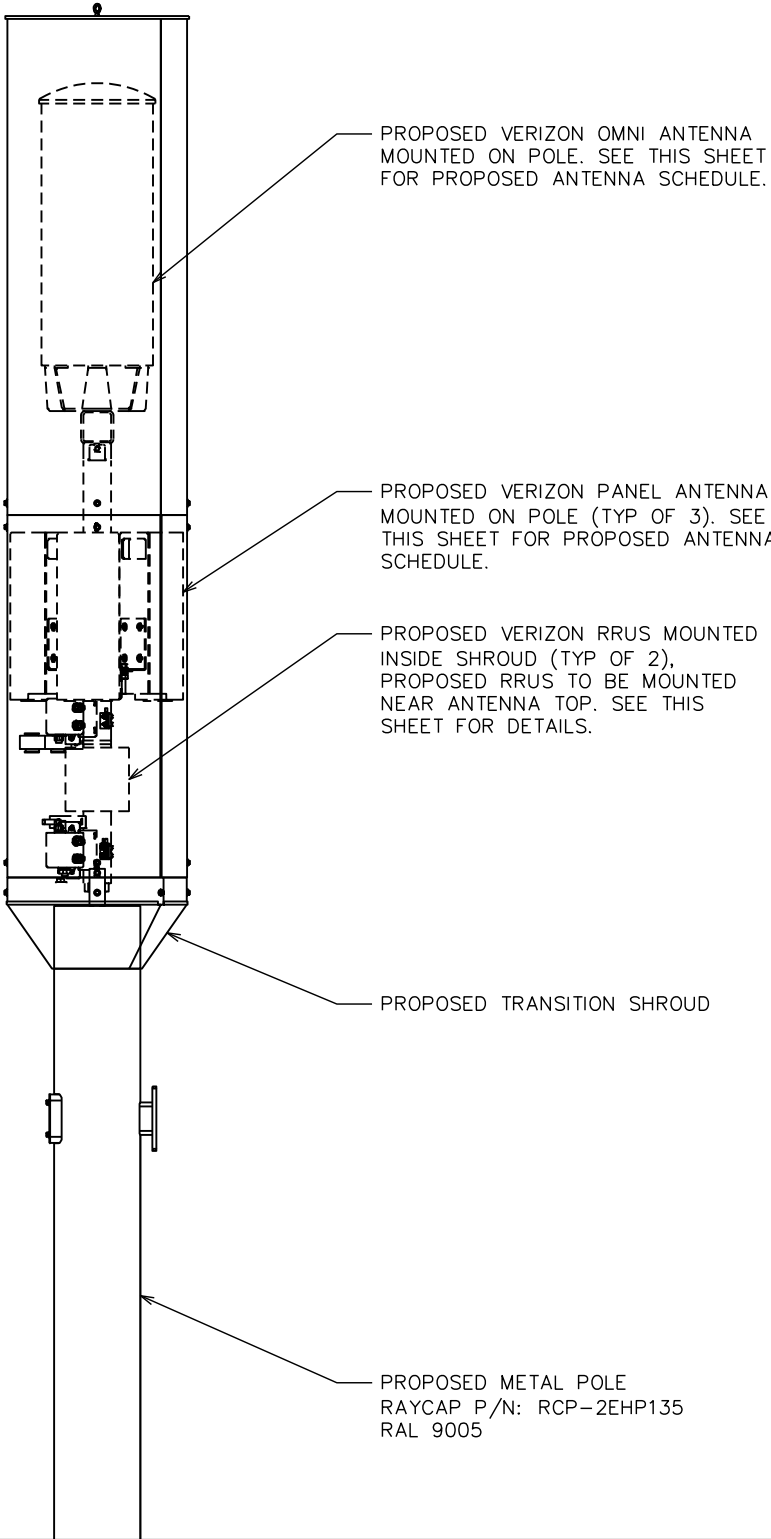
- 1. THE DRAWING IS ONLY A GRAPHIC REPRESENTATION OF THE STRUCTURE. CONTRACTOR TO VERIFY POLE INFORMATION WITH POLE DESIGN DRAWINGS PRIOR TO CONSTRUCTION.
- 2. CONTRACTOR TO VERIFY MOUNT COMPATIBILITY WITH POLE DESIGN & ANTENNA PRIOR TO ORDERING.
- 3. PROPOSED POLE TO BE PAINTED TO MATCH EXISTING POLES IN SURROUNDING AREA.

46’–8”±
T/APPURTENANCE

44’–4”±
℄/PROPOSED OMNI ANTENNA

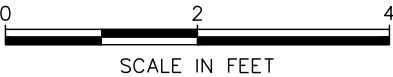
40’–4”±
℄/PROPOSED PANEL ANTENNAS

36’–9”±
T/POLE



POLE TOP MOUNTING SYSTEM DETAIL

SCALE: ½” = 1’–0”



PLANS PREPARED FOR:



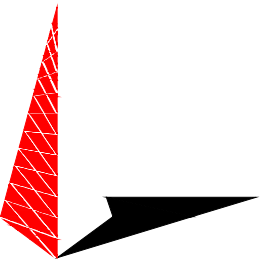
575 HICKORY HILLS BLVD
WHITES CREEK, TN 37189

PROJECT INFORMATION:

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SMC_CAYLA_4

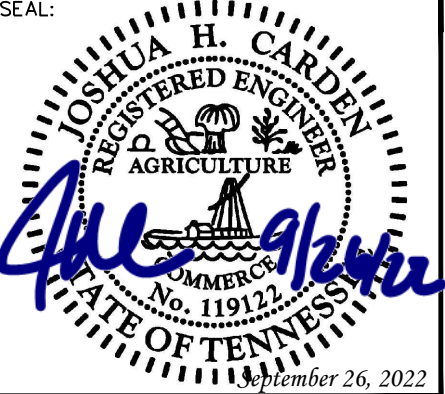
SITE ADDRESS:
3001 STEWART VALLEY DR
SMYRNA, TN 37167
(RUTHERFORD COUNTY)

PLANS PREPARED BY:



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SEAL:



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O	06-16-22	CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: MSM CHECKED BY: ANK

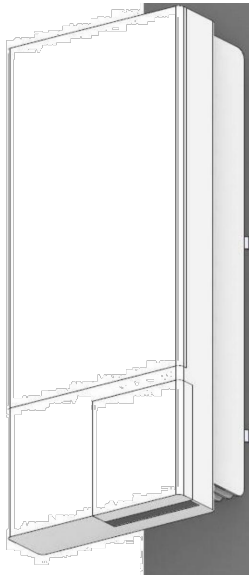
SHEET TITLE:

ANTENNA SCHEDULE,
MOUNTING & DETAIL

SHEET NUMBER: C-3	REVISION: 1 TEP#: 0307745
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NOTE:

- 1. ERICSSON AIR 1652 ANTENNA
 - DIMENSIONS (HXWXD): 20.9"x7.9"x5.52"
 - WEIGHT: 35.3 LBS
- 2. PROPOSED PANEL ANTENNAS TO BE WRAPPED USING 3M WRAP OR APPROVED EQUIVALENT. WRAP COLOR TO MATCH POLE.

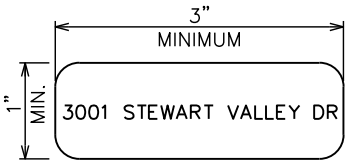


PANEL ANTENNA DETAIL

SCALE: N.T.S.

NOTES:

- ALL IDENTIFICATION TAGS SHALL MEET MTEMC SPECIFICATIONS
- TAG MUST BE OUTDOOR RATED BRASS OR STAINLESS STEEL
 - TAG SHALL BE ATTACHED ON THE FACE OF THE METER COVER
 - TAG SHALL BE STAMPED OR CNC MACHINED WITH A MINIMUM CHARACTER HEIGHT OF 1/2"

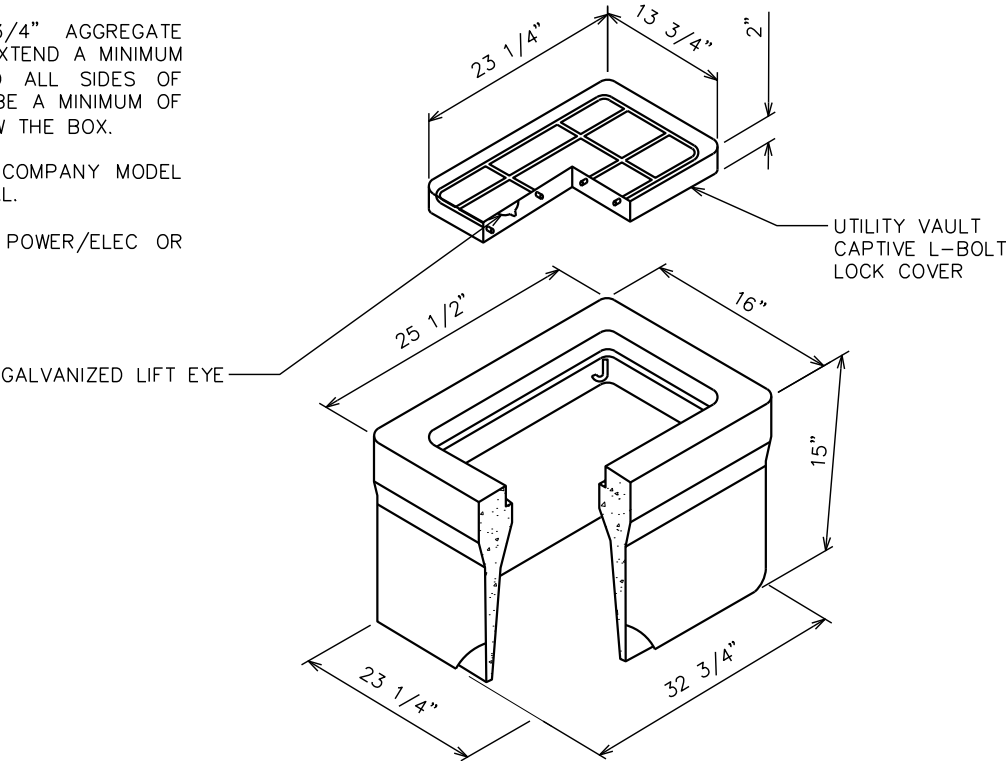


METER TAG DETAIL

SCALE: N.T.S.

NOTES:

- 1. INSTALL ON 3/4" AGGREGATE WHICH SHALL EXTEND A MINIMUM OF 6" BEYOND ALL SIDES OF THE BOX AND BE A MINIMUM OF 4" DEEP, BELOW THE BOX.
- 2. UTILITY VAULT COMPANY MODEL #1324 OR EQUAL.
- 3. CAP TO HAVE POWER/ELEC OR TELCO SHOWN.

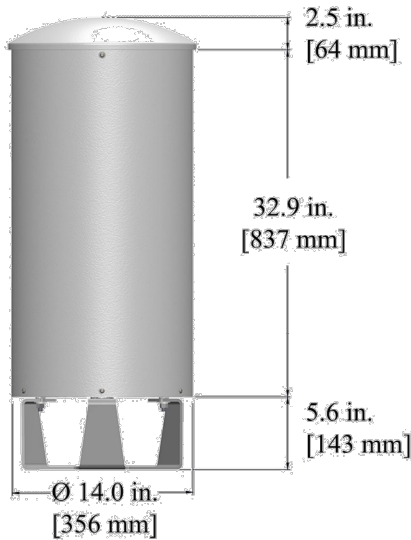


FIBER HANDHOLE DETAIL

SCALE: N.T.S.

NOTE:

- JMA WIRELESS CX160MI236-2CX
- DIMENSIONS (HxW): 35.4"x14.0"
- WEIGHT: 35.0 LBS



OMNI ANTENNA DETAIL

SCALE: N.T.S.

NOTE:

- FIBER PATCH PANEL ENCLOSURE:
- P/N: CLEARFIELD 19223-W2W-M24-F-01
 - DIMENSIONS (HxWxD): 13"x8"x3"

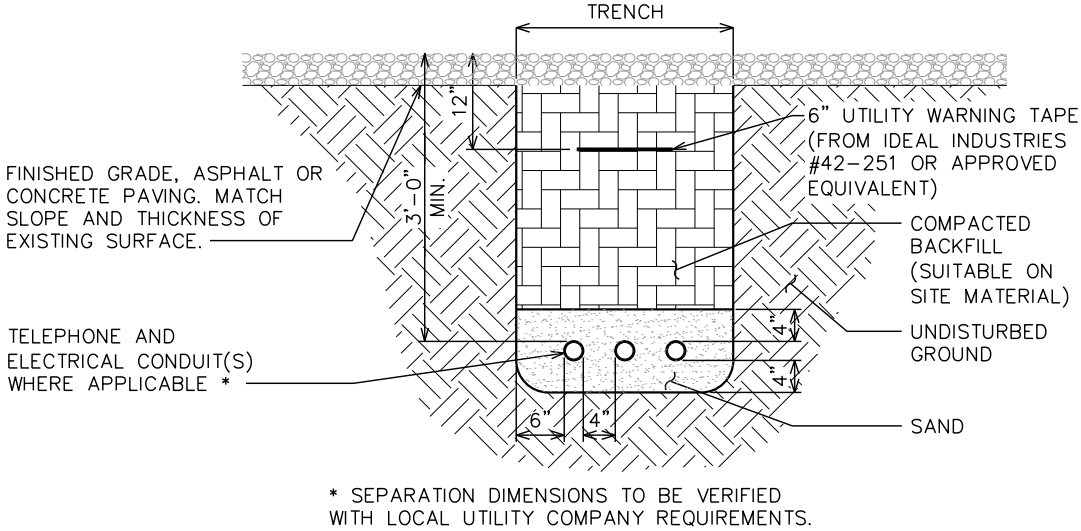


OUTDOOR FIBER ENCLOSURE DETAIL

SCALE: N.T.S.

NOTES:

- 1. ACTUAL SEPARATION OF CONDUITS TO BE DETERMINED BY SITE SPECIFIC REQUIREMENTS.
- 2. PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
- 3. PROVIDE RGS CONDUIT AND ELBOWS AT STUB UP LOCATIONS (I.E. SERVICE POLES, EQUIPMENT, ETC.)
- 4. PROVIDE RGS CONDUIT FOR INSTALLATIONS BELOW PARKING LOTS AND ROADWAYS.



CONDUIT TRENCHING DETAILS

SCALE: N.T.S.

PLANS PREPARED FOR:



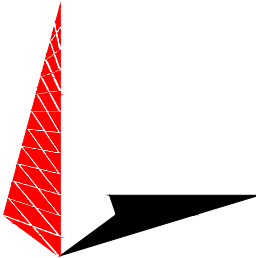
575 HICKORY HILLS BLVD
WHITES CREEK, TN 37189

PROJECT INFORMATION:

VZW NODE NAME:
SMC_CAYLA_4

SITE ADDRESS:
3001 STEWART VALLEY DR
SMYRNA, TN 37167
(RUTHERFORD COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL:



REV	DATE	ISSUED FOR:
I	09-26-22	CONSTRUCTION
O	06-16-22	CONSTRUCTION

DRAWN BY: MSM CHECKED BY: ANK

SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

C-4

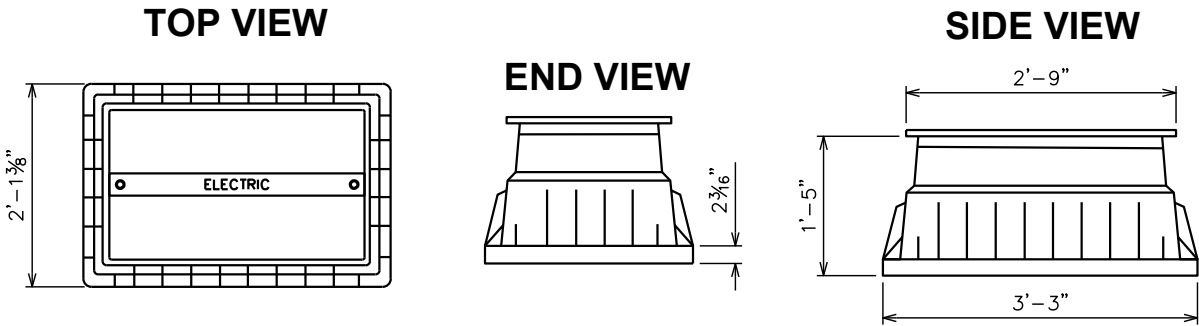
REVISION:

1

TEP#: 0307745

NOTES:

- 1. FIBERGLASS PULLBOX TO BE FURNISHED AND INSTALLED BY CONTRACTOR.
- 2. PULL BOX TO BE INSTALLED PER UTILITY SPECIFICATIONS.
- 3. CONTRACTOR TO BACKFILL WITH #67 CRUSHED GRAVEL.
- 4. MINIMUM OF 3' CLEARANCE IS REQUIRED ALL AROUND PULL BOX COVER. THIS INCLUDES SIGNS, STRUCTURES AND OUTERMOST BRANCHES OF MATURE PLANTS USED FOR LANDSCAPING.
- 5. CAP TO SHOW METMC.
- 6. TO BE INSTALLED AS REQUIRED BY METMC. SEE UTILITY ISSUED POWER PLAN FOR DETAILS.

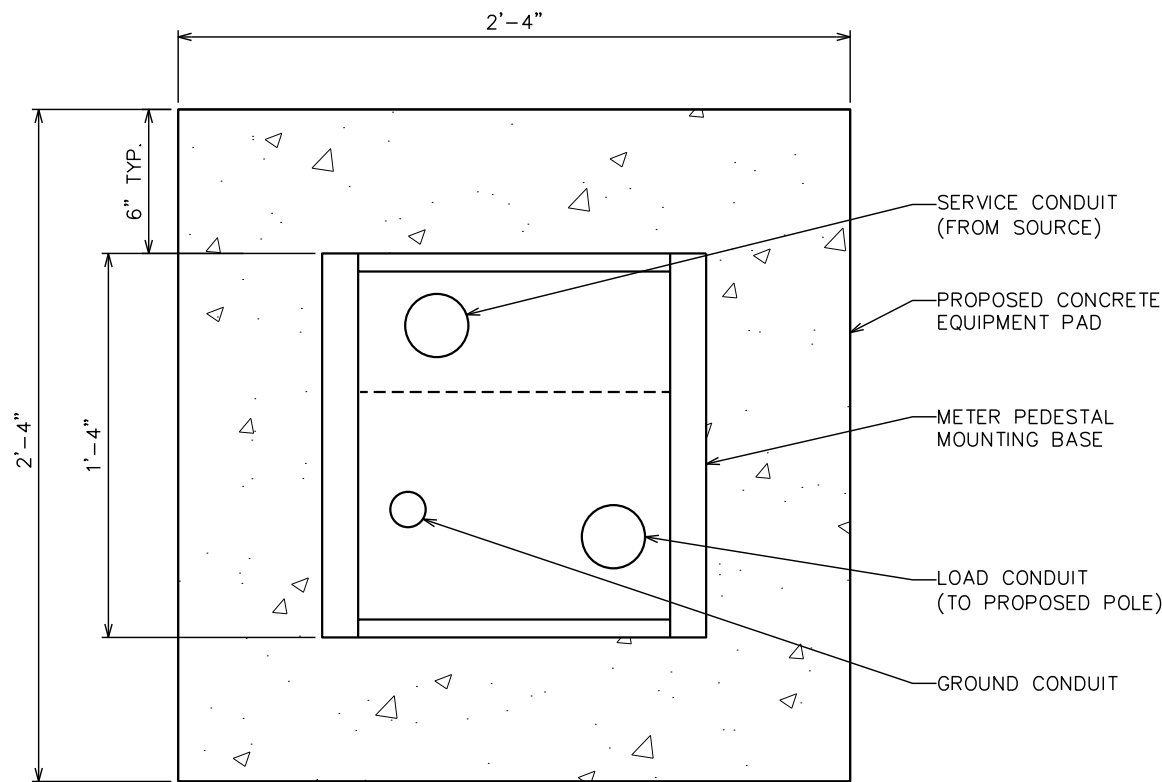


ELECTRICAL HANDHOLE PLAN

SCALE: N.T.S.

NOTES:

- 1. METER PEDESTAL TO BE INSTALLED BY CONTRACTOR.
- 2. THE FOUNDATION IS TO EXTEND MINIMUM 6" ON ALL SIDES FROM THE PEDESTAL.

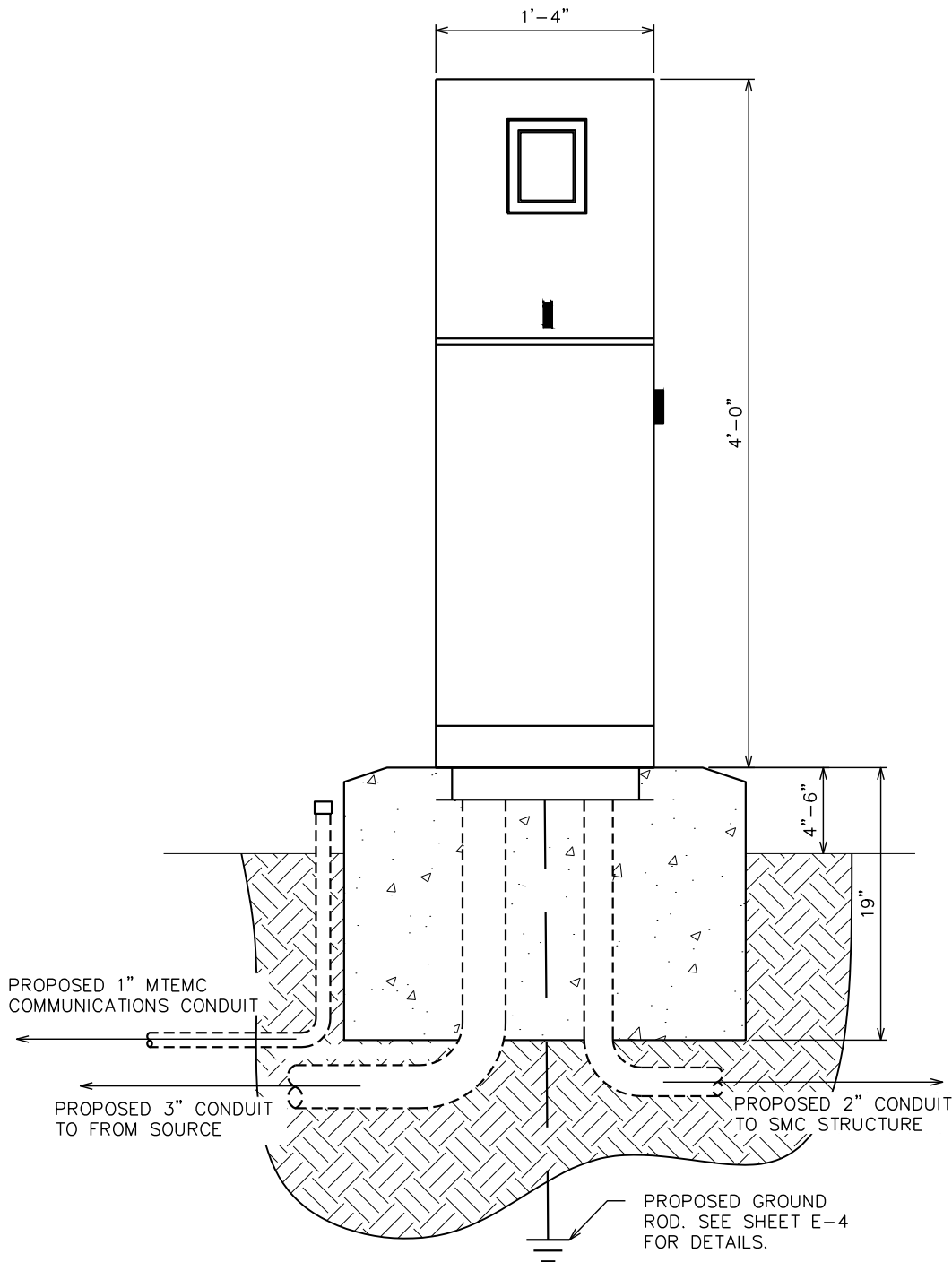


METER PEDESTAL FOUNDATION DETAIL

SCALE: 1-1/2" = 1'

NOTES:

- 1. SEE FSMC-3 IN APPENDIX FOR FULL SCOPE OF WORK.
- 2. CONTRACTOR TO ENSURE 3' WORKING CLEARANCE AROUND THE PEDESTAL.
- 3. MILBANK METER PEDESTAL (P/N: CP3B7111JA)
 - DIMENSIONS: 48" X 16" X 17"
 - (4) 5/8-11 X 18 ANCHOR BOLTS RECOMMENDED
- 4. PEDESTAL MAY BE PAINTED PER JURISDICTIONAL REQUIREMENTS



METER PEDESTAL DETAIL

SCALE: 1" = 1'-0"

PLANS PREPARED FOR:

verizon

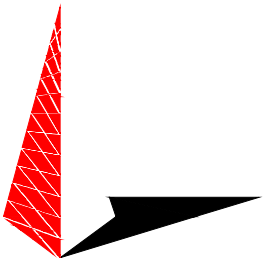
575 HICKORY HILLS BLVD
WHITES CREEK, TN 37189

PROJECT INFORMATION:

VZW NODE NAME:
SMC_CAYLA_4

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DRAWN BY: MSM CHECKED BY: ANK

SHEET TITLE:

HANDHOLE
DETAILS

SHEET NUMBER:

C-5

REVISION:

1

TEP#: 0307745

SCOPE:

1. PROVIDE LABOR, MATERIALS, INSPECTION, AND TESTING TO PROVIDE CODE COMPLIANCE FOR ELECTRIC, TELEPHONE, AND GROUNDING/LIGHTNING SYSTEMS.

CODES:

1. THE INSTALLATION SHALL COMPLY WITH APPLICABLE LAWS AND CODES. THESE INCLUDE BUT ARE NOT LIMITED TO THE LATEST ADOPTED EDITIONS OF:
- | | |
|---|--------------------------------------|
| A. THE NATIONAL ELECTRICAL SAFETY CODE | D. LOCAL AND STATE AMENDMENTS |
| B. THE NATIONAL ELECTRIC CODE – NFPA–70 | E. THE INTERNATIONAL ELECTRIC CODE – |
| C. REGULATIONS OF THE SERVING UTILITY COMPANY | IEC (WHERE APPLICABLE) |
2. PERMITS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR.
3. AFTER COMPLETION AND FINAL INSPECTION OF THE WORK, THE OWNER SHALL BE FURNISHED A CERTIFICATE OF COMPLETION AND APPROVAL.

TESTING:

1. UPON COMPLETION OF THE INSTALLATION, OPERATE AND ADJUST THE EQUIPMENT AND SYSTEMS TO MEET SPECIFIED PERFORMANCE REQUIREMENTS. THE TESTING SHALL BE DONE BY QUALIFIED PERSONNEL.

GUARANTEE:

1. IN ADDITION TO THE GUARANTEE OF THE EQUIPMENT BY THE MANUFACTURER, EACH PIECE OF EQUIPMENT SPECIFIED HEREIN SHALL ALSO BE GUARANTEED FOR DEFECTS OF MATERIAL OR WORKMANSHIP OCCURRING DURING A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE OF THE WORK BY THE OWNER AND WITHOUT EXPENSE TO THE OWNER.
2. THE WARRANTEE CERTIFICATES & GUARANTEES FURNISHED BY THE MANUFACTURERS SHALL BE TURNED OVER TO THE OWNER.

UTILITY CO-ORDINATION:

1. CONTRACTOR SHALL COORDINATE WORK WITH THE POWER AND TELEPHONE COMPANIES AND SHALL COMPLY WITH THE SERVICE REQUIREMENTS OF EACH UTILITY COMPANY.

EXAMINATION OF SITE:

1. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL VISIT THE SITE OF THE JOB AND SHALL FAMILIARIZE HIMSELF WITH THE CONDITIONS AFFECTING THE PROPOSED ELECTRICAL INSTALLATION AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. FAILURE TO COMPLY WITH THE INTENT OF THIS SECTION WILL IN NO WAY RELIEVE THE CONTRACTOR OF PERFORMING THE WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM OR SYSTEMS.

CUTTING, PATCHING AND EXCAVATION:

1. COORDINATION OF SLEEVES, CHASES, ETC., BETWEEN SUBCONTRACTORS WILL BE REQUIRED PRIOR TO THE CONSTRUCTION OF ANY PORTION OF THE WORK. CUTTING AND PATCHING OF WALLS, PARTITIONS, FLOORS, AND CHASES IN CONCRETE, WOOD, STEEL OR MASONRY SHALL BE DONE AS PROVIDED ON THE DRAWINGS.
2. NECESSARY EXCAVATIONS AND BACKFILLING INCIDENTAL TO THE ELECTRICAL WORK SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWING.
3. SEAL PENETRATIONS THROUGH RATED WALLS, FLOORS, ETC., WITH APPROVED METHOD AS LISTED BY UL.

RACEWAYS / CONDUITS GENERAL:

1. CONDUCTORS SHALL BE INSTALLED IN LISTED RACEWAYS. CONDUIT SHALL BE RIGID STEEL, EMT, SCH40 PVC, OR SCH80PVC AS INDICATED ON THE DRAWINGS. THE RACEWAY SYSTEM SHALL BE COMPLETE COMPLETE BEFORE INSTALLING CONDUCTORS.
2. EXTERIOR RACEWAYS AND GROUNDING SLEEVES SHALL BE SEALED AT POINTS OF ENTRANCE AND EXIT. THE RACEWAY SYSTEM SHALL BE BONDED PER NEC.

EXTERIOR CONDUIT:

1. EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVANIZED STEEL.
2. THE CONDUIT SHALL BE RIGID STEEL AT GRADE TRANSITIONS OR WHERE EXPOSED TO DAMAGE.
3. UNDERGROUND CONDUITS SHALL BE RIGID STEEL, SCH40 PVC, OR SCH80 PVC AS INDICATED ON THE DRAWINGS.
4. BURIAL DEPTH OF CONDUITS SHALL BE AS REQUIRED BY CODE FOR EACH SPECIFIC CONDUIT TYPE AND APPLICATION, BUT SHALL NOT BE LESS THAN THE FROST DEPTH AT THE SITE.

5. CONDUIT ROUTES ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY ROUTES BEFORE BID. COORDINATE ROUTE WITH WIRELESS CARRIER AND/OR BUILDING OWNER.

INTERIOR CONDUIT:

1. CONCEALED CONDUIT IN WALLS OR INTERIOR SPACES ABOVE GRADE MAY BE EMT OR PVC.
2. CONDUIT RUNS SHALL USE APPROVED COUPLINGS AND CONNECTORS. PROVIDE INSULATED BUSHING FOR ALL CONDUIT TERMINATIONS. CONDUIT RUNS IN A WET LOCATION SHALL HAVE WATERPROOF FITTINGS.
3. PROVIDE SUPPORTS FOR CONDUITS IN ACCORDANCE WITH NEC REQUIREMENTS. CONDUITS SHALL BE SIZED AS REQUIRED BY NEC.

EQUIPMENT:

1. DISCONNECT SWITCHES SHALL BE SERVICE ENTRANCE RATED, HEAVY DUTY TYPE.
2. CONTRACTOR SHALL VERIFY MAXIMUM AVAILABLE FAULT CURRENT AND COORDINATE INSTALLATION WITH THE LOCAL UTILITY BEFORE STARTING WORK. CONTRACTOR WILL VERIFY THAT EXISTING CIRCUIT BREAKERS ARE RATED FOR MORE THAN AVAILABLE FAULT CURRENT AND REPLACE AS NECESSARY.
3. NEW CIRCUIT BREAKERS SHALL BE RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT AS DETERMINED BY THE LOCAL UTILITY.

CONDUCTORS:

1. FURNISH AND INSTALL CONDUCTORS SPECIFIED IN THE DRAWINGS. CONDUCTORS SHALL BE COPPER AND SHALL HAVE TYPE THWN (MIN) (75° C) INSULATION, RATED FOR 600 VOLTS.
2. THE USE OF ALUMINUM CONDUCTORS SHALL BE LIMITED TO THE SERVICE FEEDERS INSTALLED BY THE UTILITY.
3. CONDUCTORS SHALL BE PROVIDED AND INSTALLED AS FOLLOWS:
- | |
|---|
| A. MINIMUM WIRE SIZE SHALL BE #12 AWG. |
| B. CONDUCTORS SIZE #8 AND LARGER SHALL BE STRANDED. CONDUCTORS SIZED #10 AND #12 MAY BE SOLID OR STRANDED. |
| C. CONNECTION FOR #10 AWG #12 AWG SHALL BE BY TWISTING TIGHT AND INSTALLING INSULATED PRESSURE OR WIRE NUT CONNECTIONS. |
| D. CONNECTION FOR #8 AWG AND LARGER SHALL BE BY USE OF STEEL CRIMP–ON SLEEVES WITH NYLON INSULATOR. |
3. CONDUCTORS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC STANDARDS.

UL COMPLIANCE:

1. ELECTRICAL MATERIALS, DEVICES, CONDUCTORS, APPLIANCES, AND EQUIPMENT SHALL BE LABELED/LISTED BY UL OR ACCEPTED BY JURISDICTION (I.E., LOCAL COUNTY OR STATE) APPROVED THIRD PARTY TESTING AGENCY.





GROUNDING:

1. ELECTRICAL NEUTRALS, RACEWAYS AND NON–CURRENT CARRYING PARTS OF ELECTRICAL EQUIPMENT AND ASSOCIATED ENCLOSURES SHALL BE GROUNDED IN ACCORDANCE WITH NEC ARTICLE 250. THIS SHALL INCLUDE NEUTRAL CONDUCTORS, CONDUITS, SUPPORTS, CABINETS, BOXES, GROUND BUSSES, ETC. THE NEUTRAL CONDUCTOR FOR EACH SYSTEM SHALL BE GROUNDED AT A SINGLE POINT.
2. PROVIDE GROUND CONDUCTOR IN RACEWAYS PER NEC.
3. PROVIDE BONDING AND GROUND TO MEET NFPA 780 – "LIGHTNING PROTECTION" AS A MINIMUM.
4. PROVIDE GROUNDING SYSTEM AS INDICATED ON THE DRAWINGS, AS REQUIRED BY THE NATIONAL ELECTRIC CODE, RADIO EQUIPMENT MANUFACTURERS, AND MOTOROLA R56 (AS APPLICABLE).

ABBREVIATIONS AND LEGEND

A	–	AMPERE
AFG	–	ABOVE FINISHED GRADE
ATS	–	AUTOMATIC TRANSFER SWITCH
AWG	–	AMERICAN WIRE GAUGE
BCW	–	BARE COPPER WIRE
BFG	–	BELOW FINISHED GRADE
BKR	–	BREAKER
C	–	CONDUIT
CKT	–	CIRCUIT
DISC	–	DISCONNECT
EGR	–	EXTERNAL GROUND RING
EMT	–	ELECTRIC METALLIC TUBING
FSC	–	FLEXIBLE STEEL CONDUIT
GEN	–	GENERATOR
GPS	–	GLOBAL POSITIONING SYSTEM
GRD	–	GROUND
IGB	–	ISOLATED GROUND BAR
IGR	–	INTERIOR GROUND RING (HALO)
KW	–	KILOWATTS
NEC	–	NATIONAL ELECTRIC CODE
PCS	–	PERSONAL COMMUNICATION SYSTEM
PH	–	PHASE
PNL	–	PANEL

PNLBD	–	PANELBOARD
PVC	–	RIGID NON–METALLIC CONDUIT
RGS	–	RIGID GALVANIZED STEEL CONDUIT
SW	–	SWITCH
TGB	–	TOWER GROUND BAR
UL	–	UNDERWRITERS LABORATORIES
V	–	VOLTAGE
W	–	WATTS
XFMR	–	TRANSFORMER
XMTR	–	TRANSMITTER

— E —	UNDERGROUND ELECTRICAL CONDUIT
— T —	UNDERGROUND TELEPHONE CONDUIT
	KILOWATT–HOUR METER
—	UNDERGROUND BONDING AND GROUNDING CONDUCTOR.
	GROUND PLATE
	EXOTHERMIC CADWELD
	GROUND PLATE WITH INSPECTION WELL

PLANS PREPARED FOR:

verizon

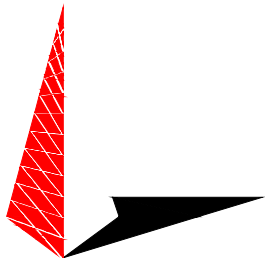
575 HICKORY HILLS BLVD
WHITES CREEK, TN 37189

PROJECT INFORMATION:

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SITE ADDRESS:
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(RUTHERFORD COUNTY)

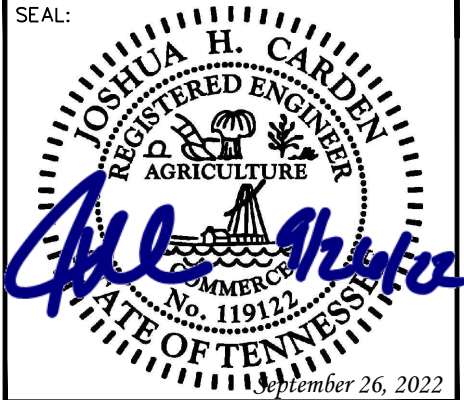
PLANS PREPARED BY:



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326 TRYON ROAD
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I	09-26-22	CONSTRUCTION
O	06-16-22	CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: M5M CHECKED BY: ANK

SHEET TITLE:

ELECTRICAL
NOTES

SHEET NUMBER:

E-1

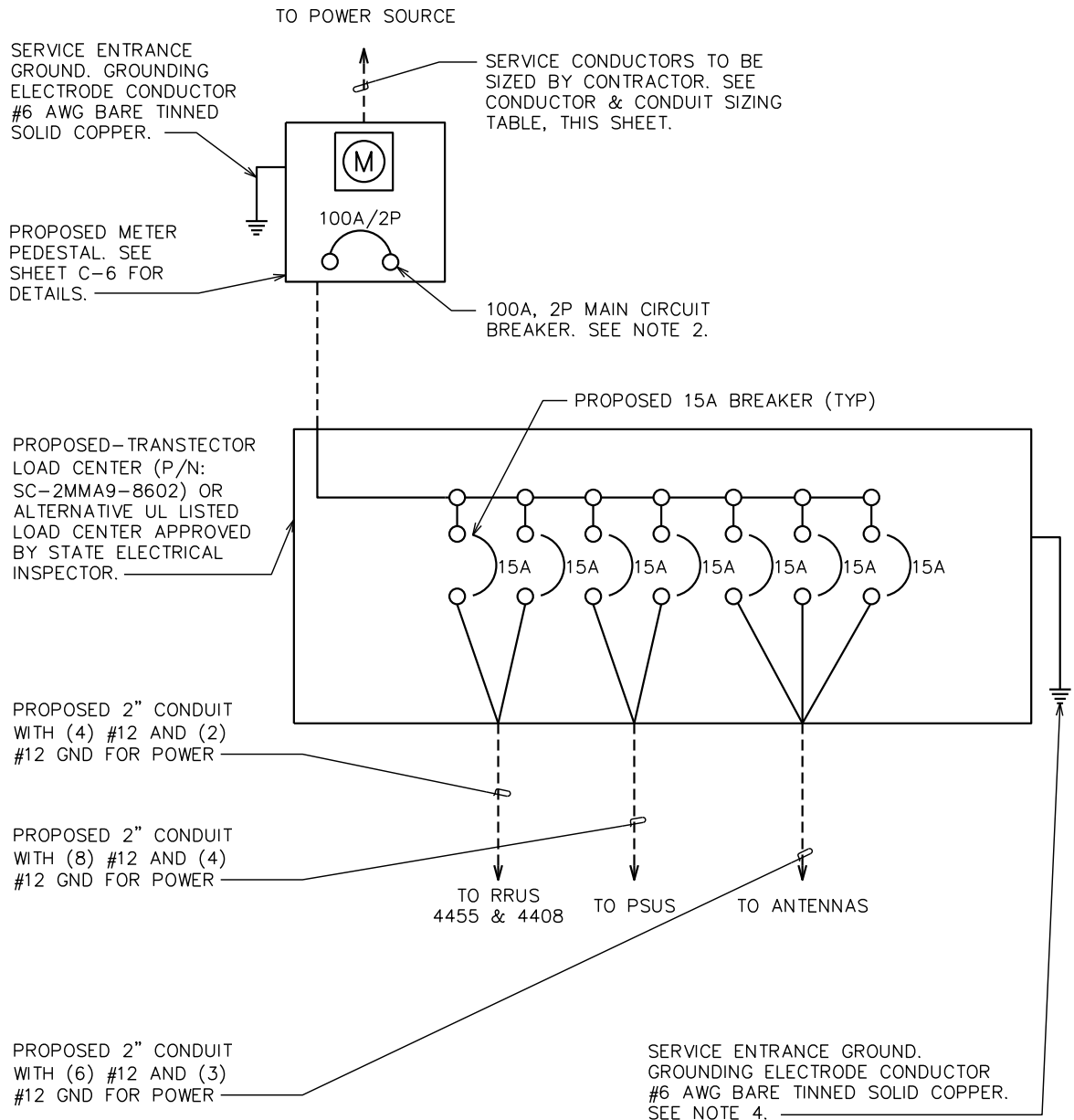
REVISION:

1

TEP #: 0307745

ONE LINE DIAGRAM NOTES:


1. ELECTRICAL SERVICE SHALL BE 100A, 120/240V, 1Ø, 3W. SEE CONDUCTOR & CONDUIT TABLE FOR SERVICE CONDUCTOR AND CONDUIT SIZING.
2. LOAD CENTER IS RATED SUITABLE FOR USE AS SERVICE EQUIPMENT AND IS RATED FOR 100A AT 120/240V, 1Ø, 3W, WITH MAIN CIRCUIT BREAKER RATED AT 100A.
3. INSTALL A 100 AMP METER BASE AS DIRECTED BY THE UTILITY COMPANY. CONTRACTOR TO CONFIRM METER BASE IS RATED FOR PROPOSED CONDUCTOR SIZES.



ONE LINE DIAGRAM

SCALE: N.T.S.

PROPOSED PANEL SCHEDULE

LOAD SERVED	VOLT AMPERES (WATTS)		TRIP	CKT #	PHASE	
	L1	L2				
AC 08	1300		15A	1		A
AC 08		1300	15A	2		B
PANEL ANTENNA 1	375		15A	3		A
PANEL ANTENNA 2		375	15A	4		B
PANEL ANTENNA 3	375		15A	5		A
RRU 4408		100	15A	6		B
RRU 4455	1200		15A	7		A
SPARE		—	15A	8		B
SPARE	—		—	9		A
SPARE		—	—	10		B
SPARE	—		—	11		A
SPARE		—	—	12		B
VOLT AMPS		3250	1775			
L1 VOLT AMPERES	3250					
L2 VOLT AMPERES	1775					
AMPS	27.1	14.8				
MAX AMPS	27.1					
MAX AMPS x125%	33.9					
MAX AMPS x110%	37.3					

PROPOSED PANEL SCHEDULE

SCALE: N.T.S.

SERVICE LATERAL COPPER CONDUCTOR & CONDUIT SIZING

100A, 120/240V, 1Ph, 3W, 3% MAX VOLTAGE DROP

CONDUCTOR SIZE	MAX CONDUCTOR LENGTH	MIN CONDUIT SIZE	CONDUCTOR SIZE	MAX CONDUCTOR LENGTH	MIN CONDUIT SIZE
3 AWG	146'	2" HDPE/PVC	350 KCMIL	980'	2 1/2" HDPE/PVC
2 AWG	185'	2" HDPE/PVC	400 KCMIL	1121'	3" HDPE/PVC
1 AWG	233'	2" HDPE/PVC	500 KCMIL	1395'	3" HDPE/PVC
1/0 AWG	295'	2" HDPE/PVC	600 KCMIL	1682'	3 1/2" HDPE/PVC
2/0 AWG	372'	2" HDPE/PVC	700 KCMIL	1956'	3 1/2" HDPE/PVC
3/0 AWG	469'	2" HDPE/PVC	750 KCMIL	2105'	3 1/2" HDPE/PVC
4/0 AWG	592'	2" HDPE/PVC	800 KCMIL	2236'	3 1/2" HDPE/PVC
250 KCMIL	699'	2 1/2" HDPE/PVC	900 KCMIL	2517'	4" HDPE/PVC
300 KCMIL	839'	2 1/2" HDPE/PVC	1000 KCMIL	2790'	4" HDPE/PVC

CONDUCTOR & CONDUIT SIZING

SCALE: N.T.S.

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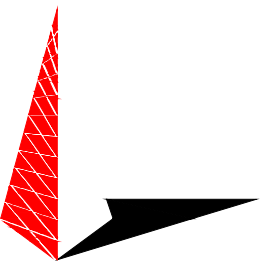
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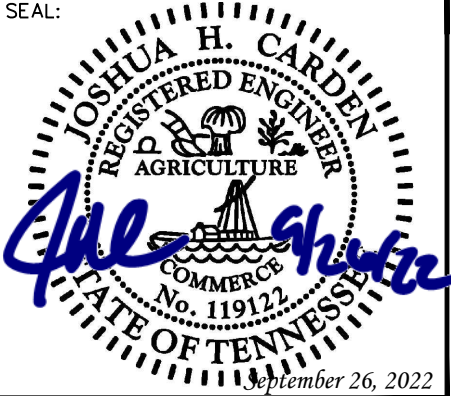
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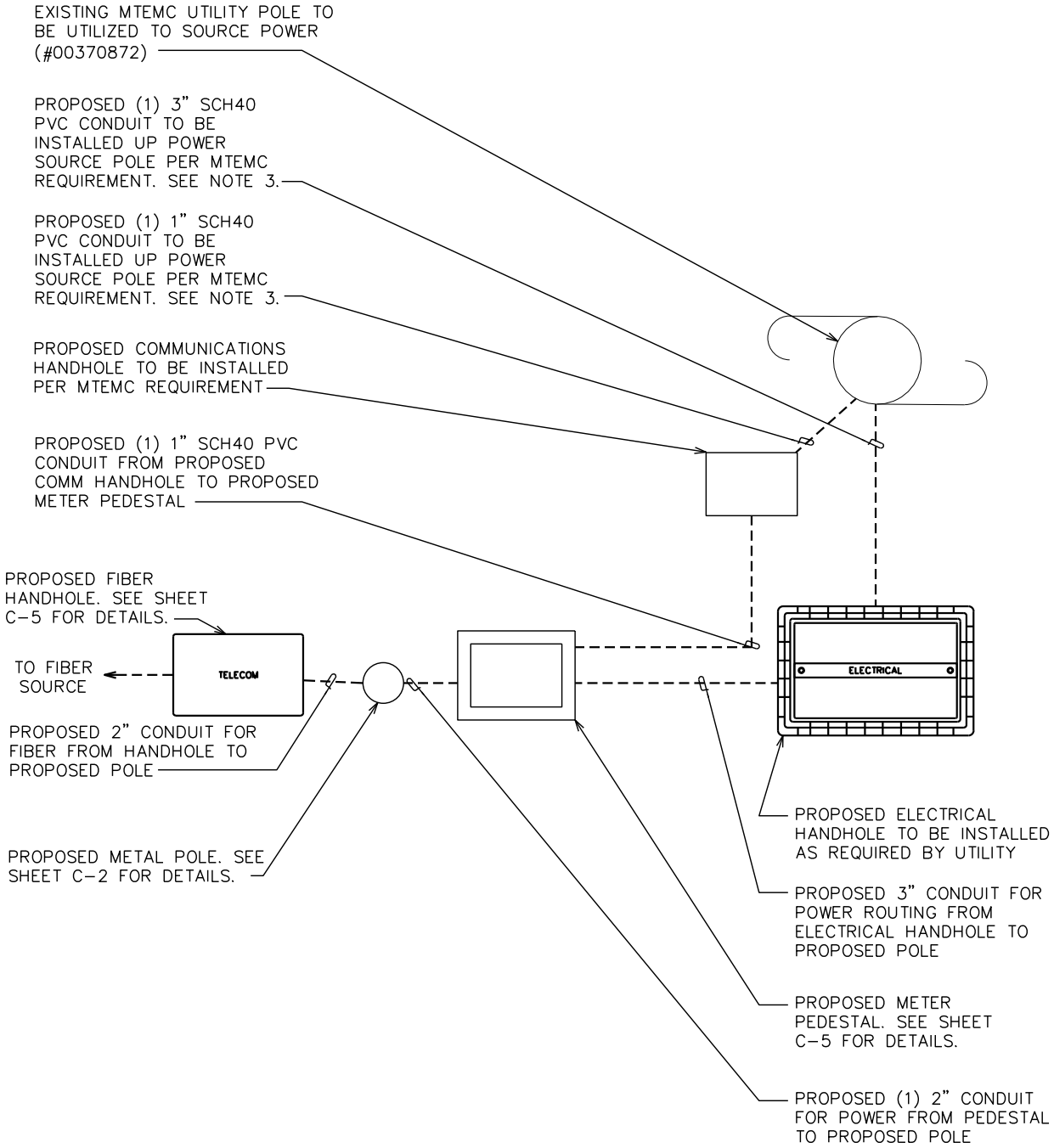
SHEET TITLE:

ELECTRICAL ROUTING
& SERVICE DETAILS

SHEET NUMBER:	REVISION:
E-2	1
TEP#:	0307745

NOTES:

- 1. THIS PLAN IS A GRAPHIC REPRESENTATION AND MAY VARY BASED ON FIELD CONDITIONS.
- 2. HANDHOLES AND CONDUITS TO BE INSTALLED PER UTILITY CONSTRUCTION REQUIREMENTS. SEE SHEET C-5 FOR HANDHOLE DETAILS..
- 3. SEE APPENDIX FOR METEMC CONDUIT AND HANDHOLE INSTALLATION REQUIREMENTS.



HANDHOLE ROUTING SCHEMATIC

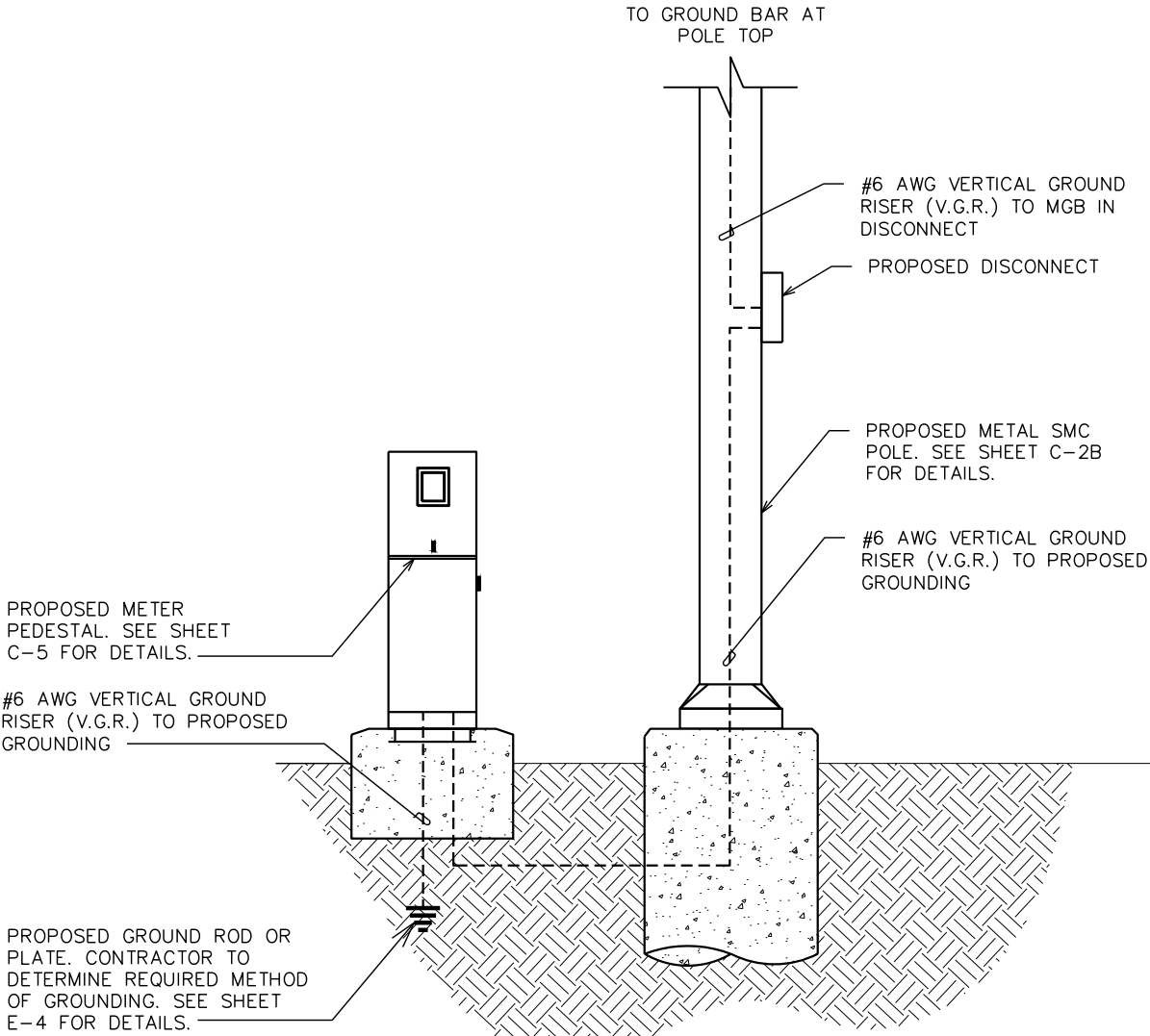
SCALE: N.T.S.

GROUNDING NOTES:

- 1. CONTRACTOR SHALL VERIFY THAT GROUNDING ELECTRODES SHALL BE INTERCONNECTED IN A GROUNDING SYSTEM USING #2 AWG BARE TINNED COPPER WIRE. THE TOP OF THE GROUND AND GROUNDING CONDUCTORS SHALL BE 30 INCHES BELOW FINISHED GRADE. SEE SHEET E-4 FOR GROUNDING DETAILS.
- 2. BONDING OF THE GROUNDED CONDUCTOR (NEUTRAL) AND THE GROUNDING CONDUCTOR SHALL BE AT THE SERVICE DISCONNECTING MEANS. BONDING JUMPER SHALL BE INSTALLED PER N.E.C. ARTICLE 250.30.
- 3. GROUNDING SYSTEM CONDUCTORS SHALL BE OF EQUAL LENGTH, MATERIAL, AND BONDING TECHNIQUE.
- 4. CONTRACTOR SHALL ENSURE THAT THE GROUND PLATE IS WITHIN 12 TO 36 INCHES OF THE POLE. CONTRACTOR SHALL VERIFY ALL EXISTING SITE GROUNDING CONDITIONS BEFORE STARTING WORK OR PURCHASING EQUIPMENT.
- 5. BONDING CONDUCTORS SHALL BE ROUTED THROUGH A 3/4" PVC CONDUIT SLEEVE RUN UNDER THE FOUNDATION. REFER TO THE GROUNDING PLAN BELOW.
- 6. CONTRACTOR TO DETERMINE REQUIRED SUBSTRATE GROUNDING METHOD. THIS DESIGN IS APPROVED FOR EITHER GROUND PLATES OR RODS. SEE SHEET E-4 FOR EQUIPMENT AND INSTALLATION DETAILS.

DRAWING NOTE:

THIS DETAIL IS FOR GROUNDING REFERENCE ONLY. THIS IS A GENERIC REPRESENTATION OF THE NODE POLE AND IS ONLY MEANT TO SHOW THE GROUNDING RELATIONSHIP BETWEEN THE PROPOSED EQUIPMENT AND POLE.



GROUNDING AND BONDING DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:



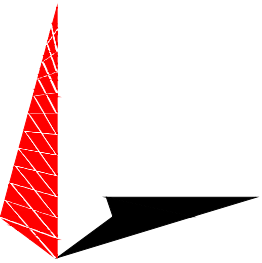
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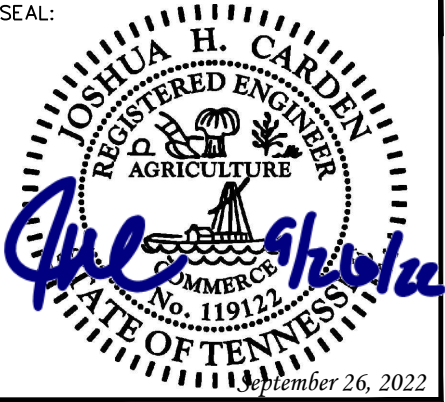
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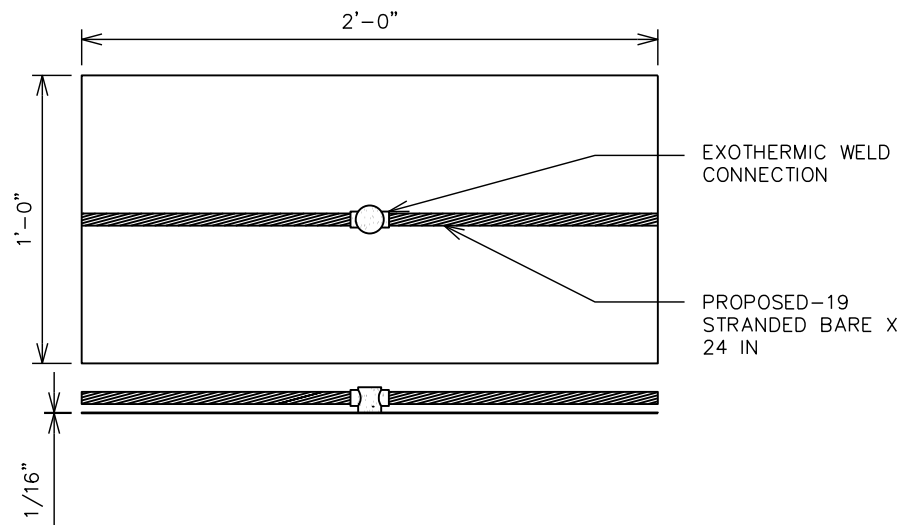
DRAWN BY: MSM CHECKED BY: ANK

SHEET TITLE:
**HANDHOLE
SCHEMATIC &
GROUNDING DETAILS**

SHEET NUMBER: E-3	REVISION: 1 TEP #: 0307745
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NOTE:

HARGER ENGINEERING
GROUND PLATE
• P/N: GP06212244/0
• WEIGHT: 7 LBS



SHOULD (2)ND PLATE BE
REQUIRED CONTRACTOR TO
JOIN PLATES WITH 4/0-19
STRANDED BARE X 18 IN.

SUPPLEMENTARY GROUND
PLATE. ONLY NEEDED IF
IMPEDANCE EXCEEDS
25Ω. MUST MAINTAIN
MINIMUM 6' CLEARANCE
BETWEEN PLATES.

6'-0"
MIN SEPARATION
BETWEEN PLATES
IF IMPEDANCE
EXCEEDS 25Ω

12"x24" HARGER GROUND
PLATE (P/N: GP06212244/0),
OR EQUIVALENT.

30" MINIMUM
BELOW GRADE

COPPER GROUND PLATE DETAIL

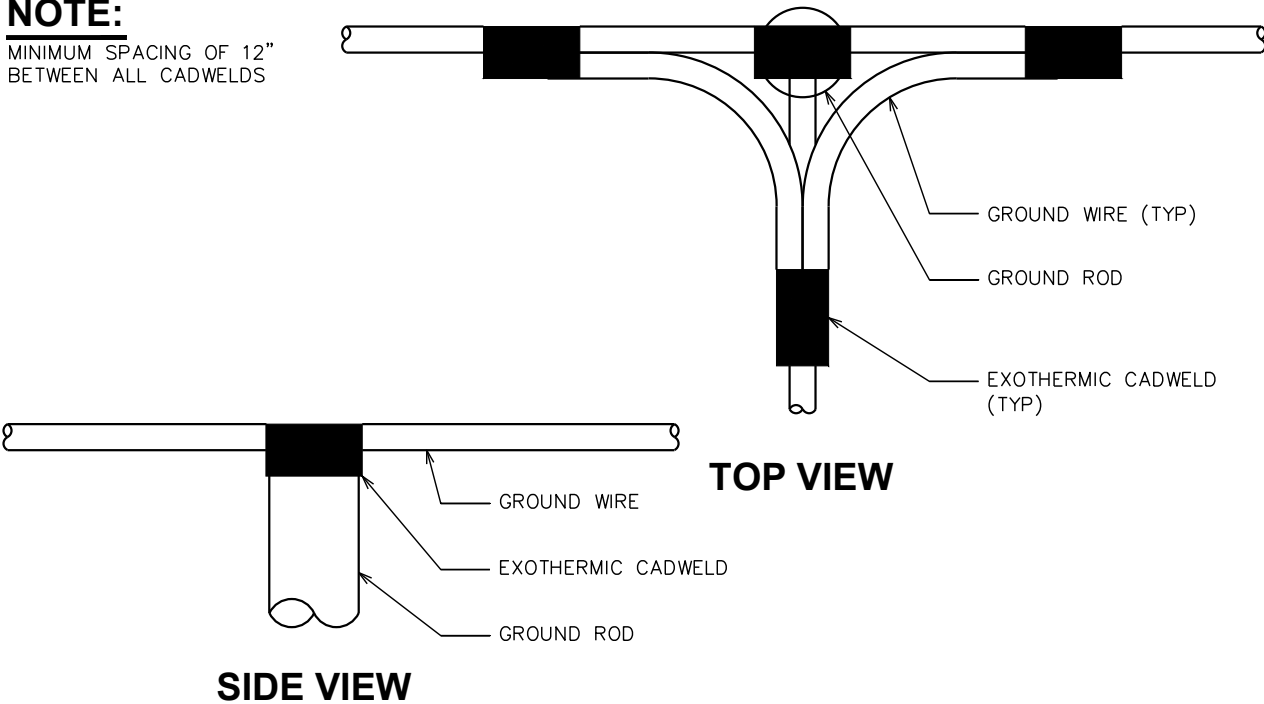
SCALE: N.T.S.

GROUND PLATE INSTALLATION DETAIL

SCALE: N.T.S.

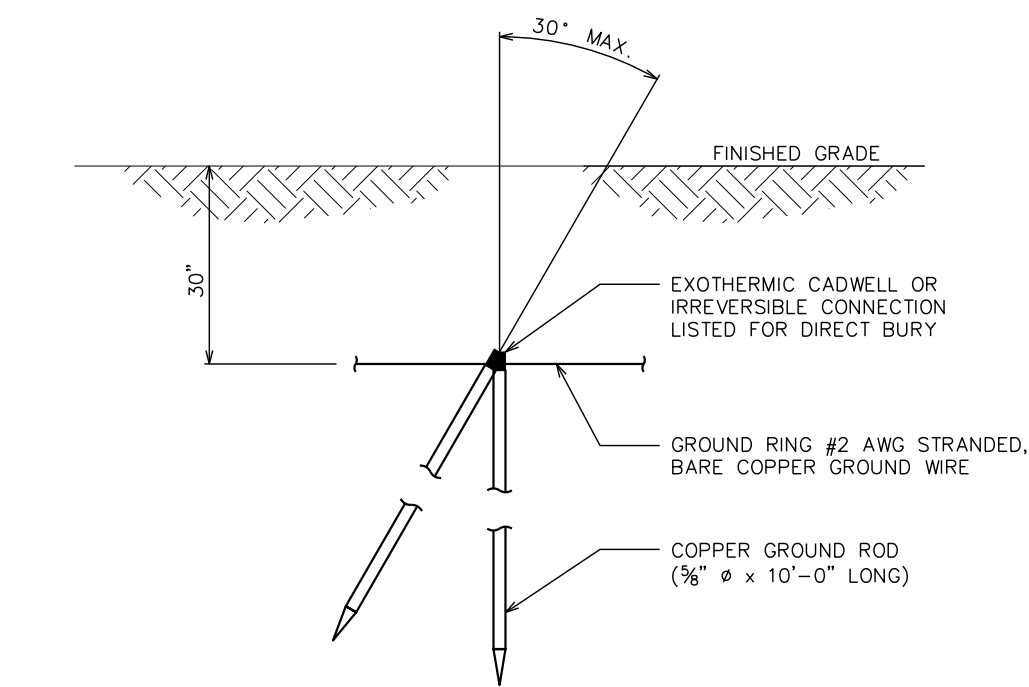
NOTE:

MINIMUM SPACING OF 12"
BETWEEN ALL CADWELDS



CADWELD GROUNDING DETAIL

SCALE: N.T.S.



COPPER-CLAD STEEL GROUND ROD DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:

verizon

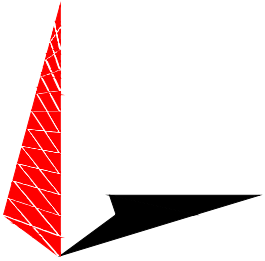
575 HICKORY HILLS BLVD
WHITES CREEK, TN 37189

PROJECT INFORMATION:

VZW NODE NAME:
SMC_CAYLA_4

SITE ADDRESS:
3001 STEWART VALLEY DR
SMYRNA, TN 37167
(RUTHERFORD COUNTY)

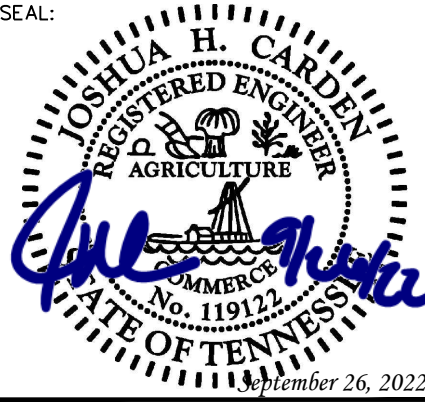
PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL:



REV	DATE	ISSUED FOR:
I	09-26-22	CONSTRUCTION
O	06-16-22	CONSTRUCTION

DRAWN BY: MSM CHECKED BY: ANK

SHEET TITLE:

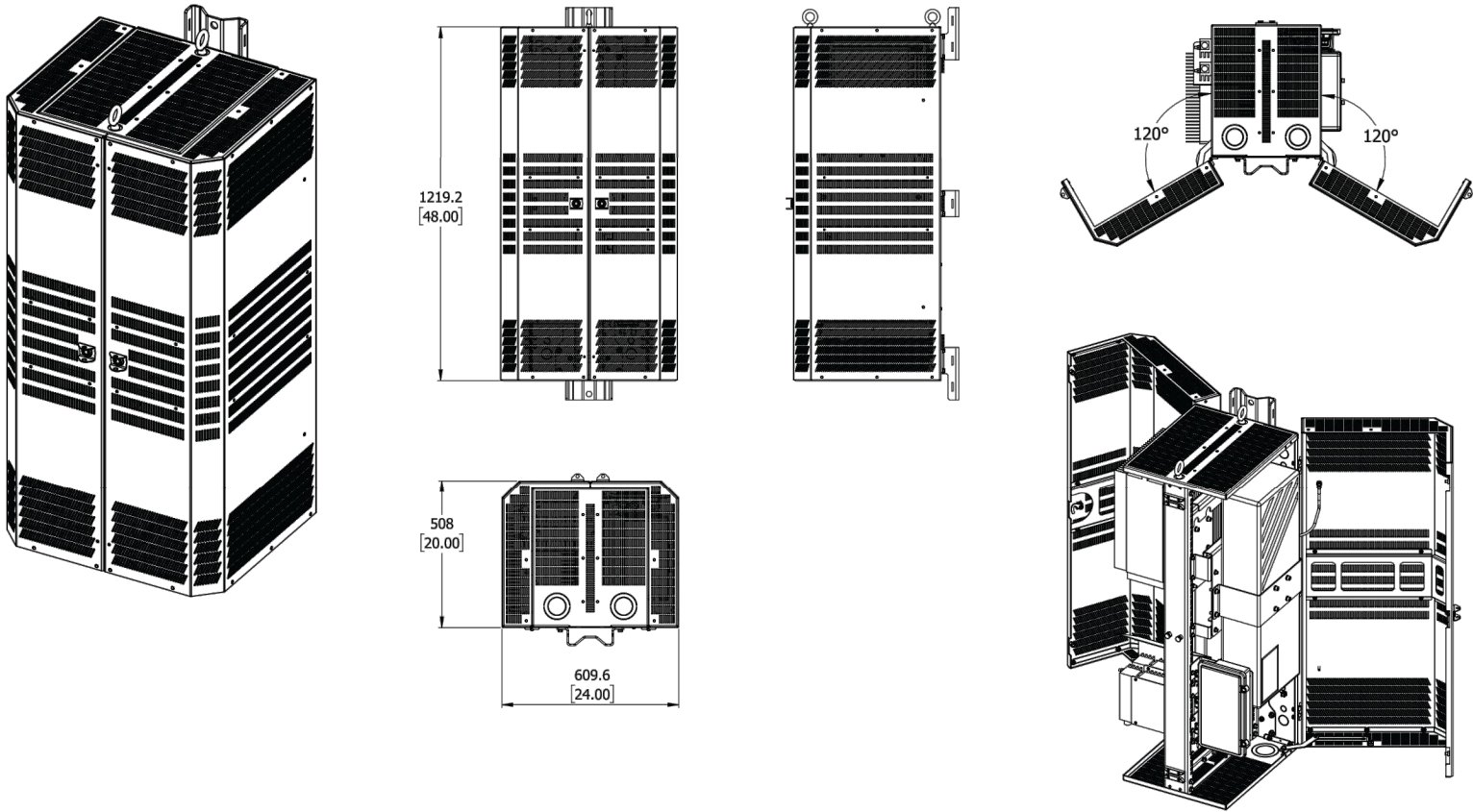
GROUNDING
DETAILS

SHEET NUMBER: E-4 REVISION: 1

TEP#: 0307745

NOTES:

CHARLES UNIVERSIAL BROADBAND ENCLOSURE:
• P/N: RSCAC-1038-214
• DIMENSIONS (HxWxD): 48"x24"x20"



PLANS PREPARED FOR:



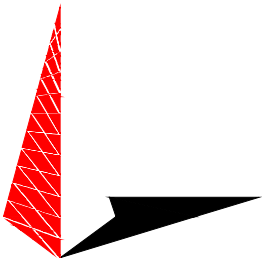
575 HICKORY HILLS BLVD
WHITES CREEK, TN 37189

PROJECT INFORMATION:

VZW NODE NAME:
SMC_CAYLA_4

SITE ADDRESS:
3001 STEWART VALLEY DR
SMYRNA, TN 37167
(RUTHERFORD COUNTY)

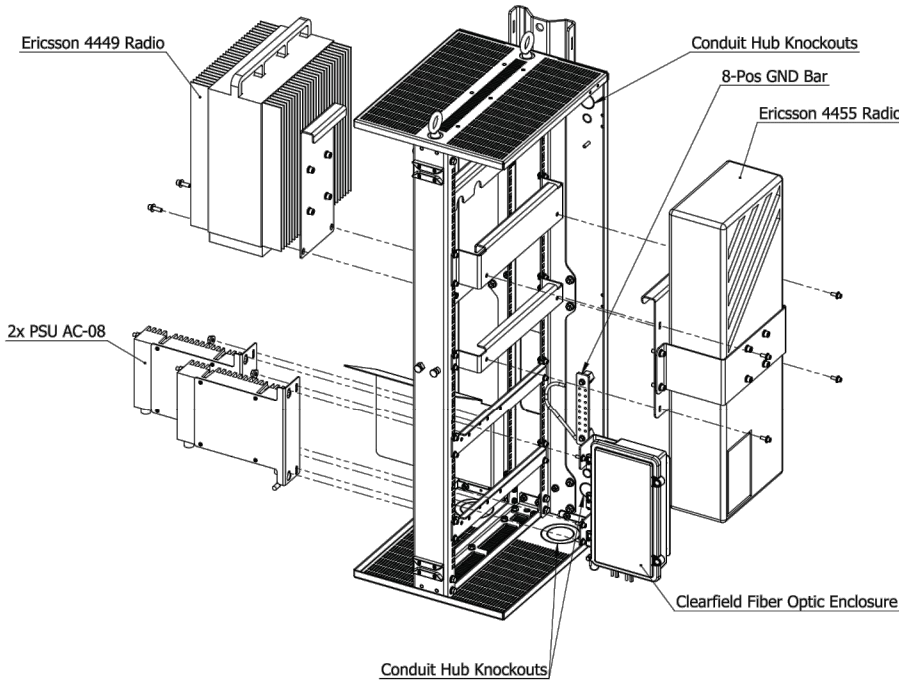
PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SHROUD CONCEPT AND DIMENSIONS

SCALE: N.T.S.



SHROUD CONCEPT WITH VERIZON CONFIGURATION

SCALE: N.T.S.

APPENDIX

REV	DATE	ISSUED FOR:
I	09-26-22	CONSTRUCTION
O	06-16-22	CONSTRUCTION

DRAWN BY: MSM CHECKED BY: ANK

SHEET TITLE:

SHROUD DETAILS

SHEET NUMBER:

A-1

REVISION:

1

TEP #: 0307745

EQUIPMENT NOTES:

- ERICSSON 4408 RADIO
- DIMENSIONS (HxWxD): 7.9"x7.9"x4.0"
- WEIGHT: 11 LBS



RADIO DETAIL

SCALE: N.T.S.

EQUIPMENT NOTES:

- ERICSSON 4455 RADIO
- DIMENSIONS (HxWxD): 31.3"x10.9"x5.9"
- WEIGHT: 57.2 LBS

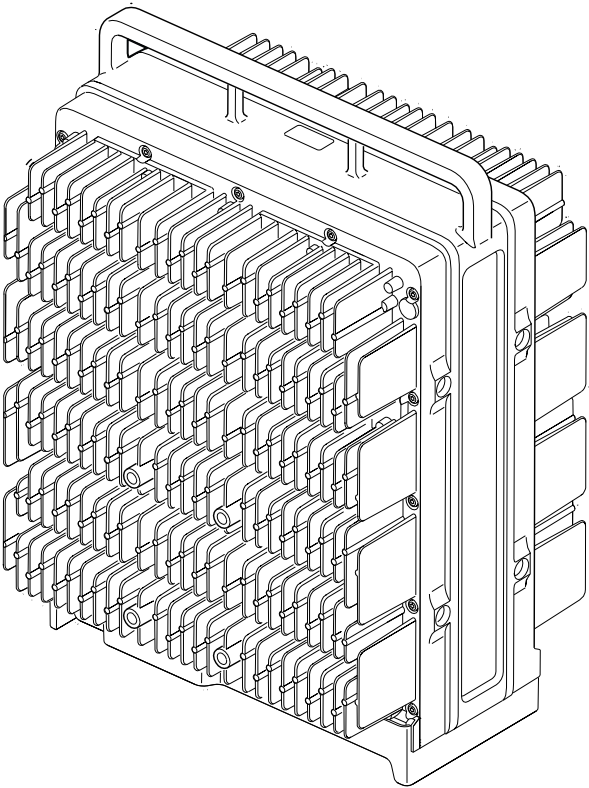


RADIO DETAIL

SCALE: N.T.S.

EQUIPMENT NOTES:

- ERICSSON 4449 RADIO
- DIMENSIONS (HxWxD): 17.9"x13.2"x9.45"
- WEIGHT: 70.5 LBS



RADIO DETAIL

SCALE: N.T.S.

EQUIPMENT NOTES:

- JMA DIPLEXER P/N: DBCC-AW-P-4BF
- DIMENSIONS (HxWxD): 4.07"x8.17"x2.73"
- WEIGHT: 9.90 LBS



DIPLEXER DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:



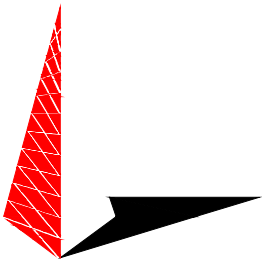
575 HICKORY HILLS BLVD
WHITES CREEK, TN 37189

PROJECT INFORMATION:

VZW NODE NAME:
SMC_CAYLA_4

SITE ADDRESS:
3001 STEWART VALLEY DR
SMYRNA, TN 37167
(RUTHERFORD COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

APPENDIX

I	09-26-22	CONSTRUCTION
O	06-16-22	CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: MSM CHECKED BY: ANK

SHEET TITLE:

EQUIPMENT DETAILS

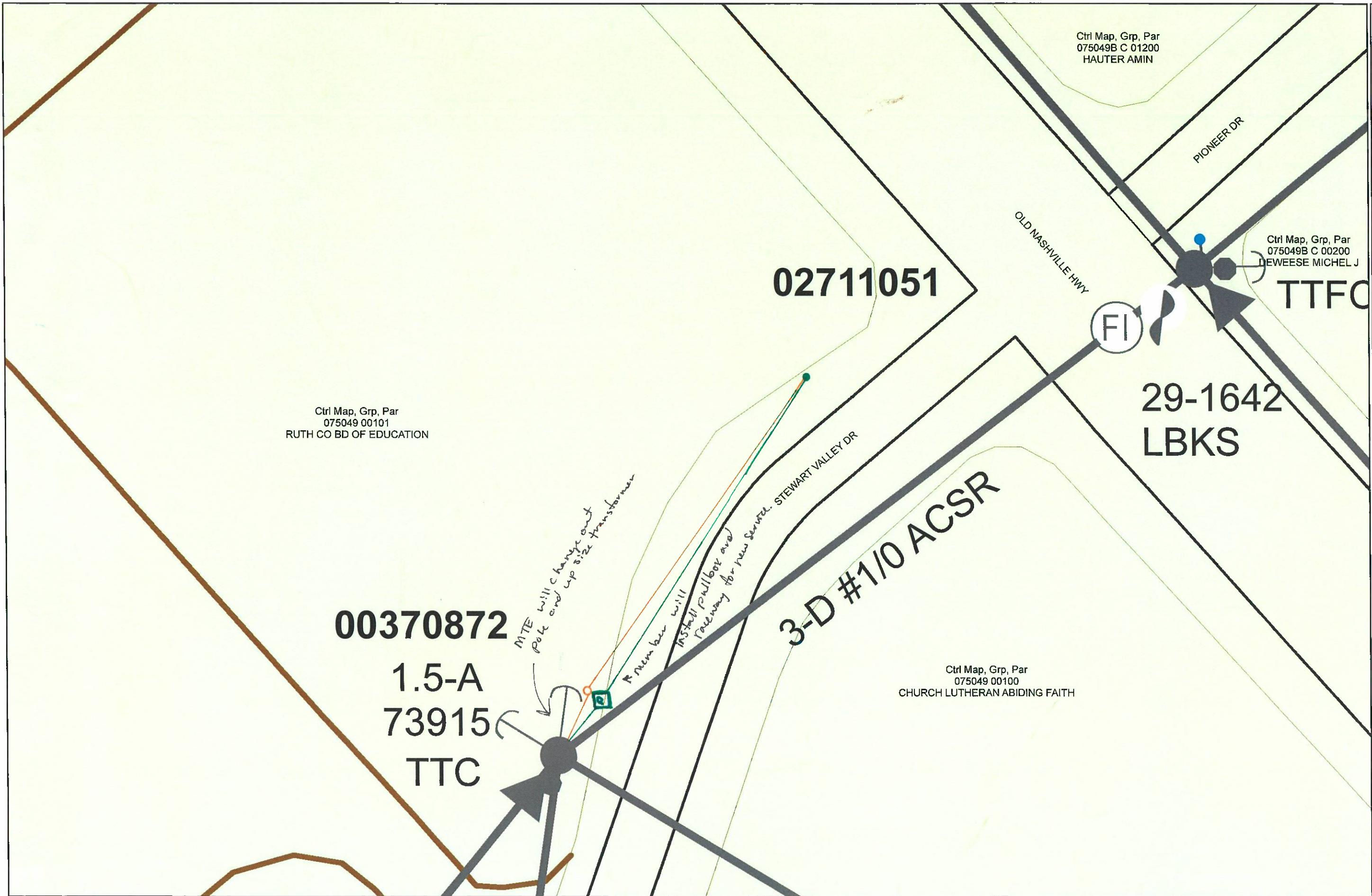
SHEET NUMBER:

A-2

REVISION:

1

TEP #: 0307745



UG Symbol Legend

#1 ALCNC Primary – Blue
Secondary – Green
Street Lighting – Red
#1 Express Feeds – Brown
Smart Grid - Orange

#1 Circuits
1 Ø 1-2" sch. 40
2 Ø 2-2" sch.40
3 Ø 3-2" sch.40
3 Ø Commercial 2-4"

P Primary Pull Box

1S 1 Ø Sector

3S 3 Ø Sector

1 Ø Transformer

3 Ø Transformer

Secondary
1-3" sch. 40
2-3" sch. 40
Large Sec. Pull Box

Street Lighting
Street Light Pullbox
Decorative Street Light

#1 Express Feeds

Smart Grid
17 x 30 x 18 Comm Handhole
10" Round Flower Pot Comm Handhole
1" PVC
Gray Electrical

Title Block
Development Name and Section
Address
Developer Name
WO#
SO#

1 inch = 33 feet

Smart Grid Boxes
Type of S.G. Conduit

Yes ____ No ____
HDPE ____ PVC ____

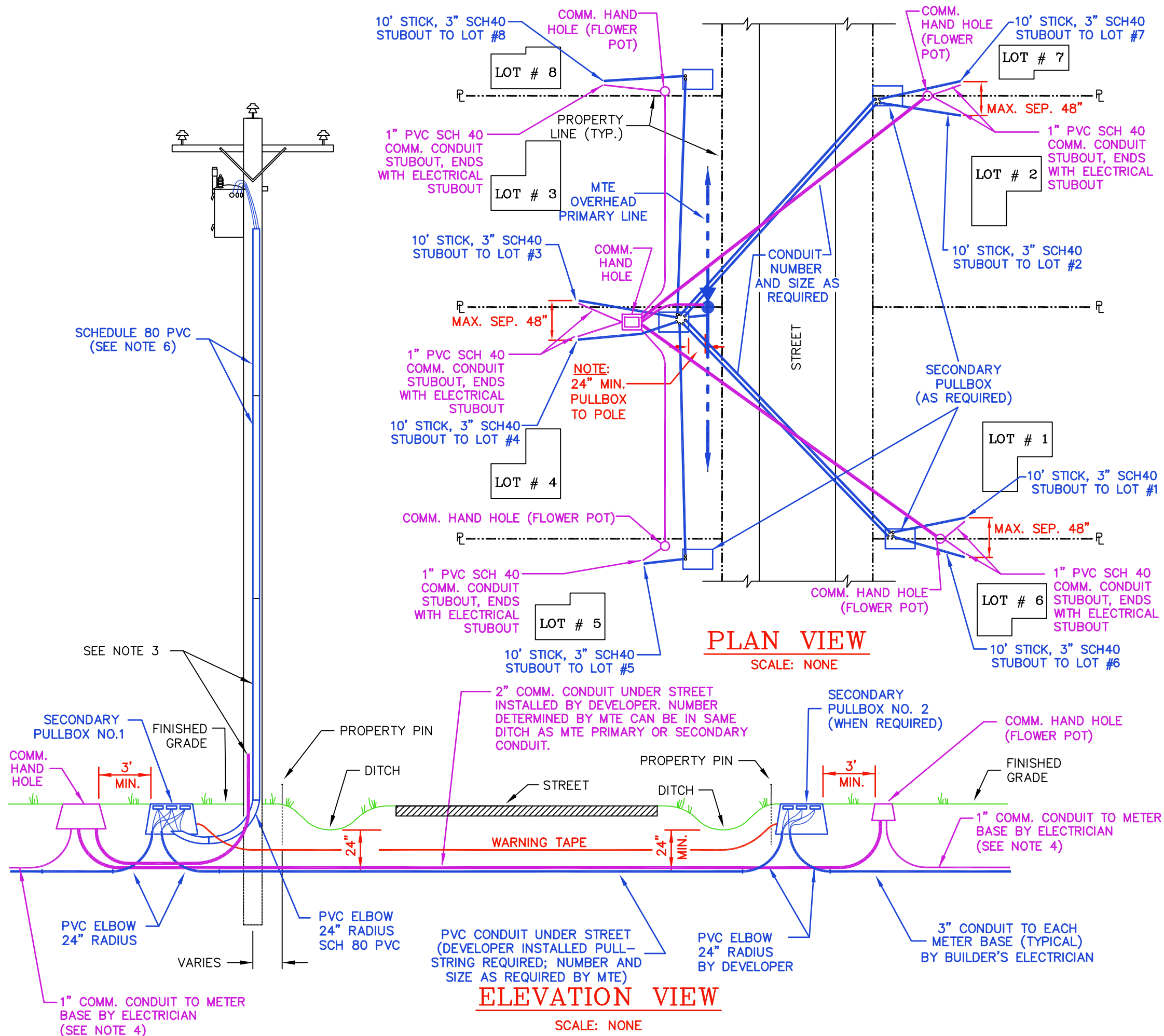
mte

Middle Tennessee Electric

5154-C

Printed: 7/28/2022

Disclaimer:
Middle Tennessee Electric Membership Corporation makes no representation or warranty as to map accuracy, and in particular, its accuracy as to Underground Conductor locations, property boundaries, rights-of-ways, or placement and location of any map features or data.
Independent verification of all information should be obtained by the User.
This map is NOT A LEGALLY BINDING OR CERTIFIED DOCUMENT.
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Notes:

- Developer to install secondary pullboxes and comm hand holes. (Location, size, manufacturer and catalog number as specified by MTE Engineering - See appendix 'B')
- Developer to install PVC (Sch 40) conduits from pull box Number 1 to pullbox Number 2 when required by MTE Engineering. (Number and size as required by MTE.) Developer to install conduit between comm hand holes as required by MTE Engineering. (Number, type, and size as required by MTE.)
- Developer to furnish and install first section of electrical riser conduit and elbow (From pole to secondary pull box.) Developer to furnish and install comm conduit from comm hand hole up the pole through the lowest conduit standoff bracket. Pull strings to be included in all conduits.
- Developer to install one (1) 3" elbow (24" radius, sch. 80) and 10' stub out of sch. 40 conduit out of the appropriate pullbox for each lot to be served, aim the conduit toward the building site. A 1" PVC sch 40 comm conduit shall be run from the comm hand hole and be stubbed out to the same location as the service conduit. A pull string is to be installed in each conduit with the end of each conduit taped to keep out dirt. Mark the end of the conduit above grade to locate in the future.
- The builder's electrician shall install the 3" PVC electrical conduit and 1" PVC sch 40 comm conduit from the stub outs to the meter bases including pull strings. (See Note 4 above and drawings ESG-2 and ESG-3 in MTE's Electrical Service Guidelines for more information.)
- MTEMC to install schedule 80 conduits above first section of conduit on riser pole. (Number and size as required my MTE)
- Refer to Drawing SBP-1, Sheet 2, for more details.
- All PVC 3" conduit shall be long coupling type.
- This drawing shows a 'typical' installation for large subdivision lots. Actual installation will vary.
- All elbows shall be schedule 80 PVC.



SECONDARY PULLBOX INSTALLATION DETAILS

(OVERHEAD PRIMARY - UNDERGROUND SERVICE)

DRAWING NUMBER:

SBP-1

REVISED DATE:

JULY 1, 2022

SCALE: NONE

SHEET: 3 OF 3

verizon

SMC_CAYLA_4
10412 Old Nashville HWY
SMYRNA, TN 37167
(RUTHERFORD
COUNTY)



PHOTO RENDERING BY TOWER ENGINEERING PROFESSIONALS, INC.



Project Details	Location Information
FUZE Project ID: 16897150	Site ID: 617242537
Project Name: Capacity NODE	E-NodeB ID:
Project Alt Name: CAPACITY-NODE	PSLC: 612286
Project Type: Initial Build	Switch Name:
Modification Type:	Tower Owner:
Designed Sector Carrier 4G: 7	Tower Type: Pole Utility
Designed Sector Carrier 5G: 1	Site Type: SMALL-CELL
Additional Sector Carrier 4G: N/A	Site Sub Type: CRAN
Additional Sector Carrier 5G: N/A	Street Address: 10479 Old Nashville Hwy
FP Solution Type & Tech Type: SC;4G_700,4G_850,4G_AWS,4G_AWS3,4G_PCS,5G_850,5G_L-Sub6	City: Smyrna
Carrier Aggregation: false	State: TN
MPT Id:	Zip Code: 37167
eCIP-O: false	County: Rutherford
Suffix: 042122_v0	Latitude: 35.947722 / 35° 56' 51.7992" N
	Longitude: -86.50795 / 86° 30' 28.62" W

RFDS Project Scope: ROOT Small Cell (add low-band)

700/850/AWS/PCS/CBRS Through CX16 canister (order -2C version)

C-Band through AIR1652 at lower Rad

Antenna Summary

Added																
700	850	1900	AWS	AWS3	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	RET	4xRx	Inst. Type	Quantity	Item ID	
					5G	Ericsson	AIR1652 B77D	0.0	0.9	0(0001) 120(0002) 240(0003)	false	false	PHYSICAL	3		
LTE	LTE 5G	LTE	LTE	LTE		JMA Wireless	CX16OMI236-2Cx	43	44.2	0(0004) 0(04)	false	false	PHYSICAL	2		
Removed																
700	850	1900	AWS	AWS3	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	RET	4xRx	Inst. Type	Quantity	Item ID	
No data available.																
Retained																
700	850	1900	AWS	AWS3	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	RET	4xRx	Inst. Type	Quantity	Item ID	
No data available.																

Added: 5	Removed: 0	Retained: 0
----------	------------	-------------

Equipment Summary

Added																
Equipment Type	Location	700	850	1900	AWS	AWS3	L-Sub6	Make	Model	Cable Length	Cable Size	Install Type	Quantity	Item ID		
RRU	Tower							Ericsson	4408			PHYSICAL	1			
RRU	Tower	LTE	LTE 5G					Ericsson	4449			PHYSICAL	1	KRC161749/1		
RRU	Tower			LTE	LTE	LTE		Ericsson	4455			PHYSICAL	1	KRC161823/1		
Coaxial Cables	Tower							N/A	1/2" Superflex			PHYSICAL	8			
Coaxial Cables	Tower							N/A	1/4" Superflex			PHYSICAL	4			
Removed																
Equipment Type	Location	700	850	1900	AWS	AWS3	L-Sub6	Make	Model	Cable Length	Cable Size	Install Type	Quantity	Item ID		
No data available.																
Retained																
Equipment Type	Location	700	850	1900	AWS	AWS3	L-Sub6	Make	Model	Cable Length	Cable Size	Install Type	Quantity	Item ID		
No data available.																

Service Info

AWS3 LTE		CAND
Sector	04	
Azimuth	0	
Cell / ENode B ID	461694	
Antenna Model	CX160MI236-2Cx	
Antenna Make	JMA Wireless	
Antenna Centerline(Ft)	43	
Mechanical Down-Tilt(Deg.)	0	
Electrical Down-Tilt	2	
Tip Height	44.2	
Regulatory Power	11.11	
DLEARFCN	66986	
Channel Bandwidth(MHz)	10	
Total ERP (W)	60.93	
TMA Make		
TMA Model	Ericsson	
RRU Make	4455	
RRU Model	4,4	
Number of Tx, Rx Lines		
Position		
Transmitter Id	12930951	
Source	ATOLL_API	
700 MHz LTE		CAND
Sector	04	
Azimuth	0	
Cell / ENode B ID	461694	
Antenna Model	CX160MI236-2Cx	
Antenna Make	JMA Wireless	
Antenna Centerline(Ft)	43	
Mechanical Down-Tilt(Deg.)	0	
Electrical Down-Tilt	0	
Tip Height	44.2	
Regulatory Power	2.2	
DLEARFCN	5230	
Channel Bandwidth(MHz)	10	
Total ERP (W)	19.76	
TMA Make		
TMA Model	Ericsson	
RRU Make	4449	
RRU Model	4,4	
Number of Tx, Rx Lines		
Position		
Transmitter Id	12930952	
Source	ATOLL_API	

850 MHz LTE		CAND	
Sector	04		
Azimuth	0		
Cell / ENode B ID	161694		
Antenna Model	CX160MI236-2Cx		
Antenna Make	JMA Wireless		
Antenna Centerline(Ft)	43		
Mechanical Down-Tilt(Deg.)	0		
Electrical Down-Tilt	0		
Tip Height	44.2		
Regulatory Power	7.83		
DLEARFCN	2450		
Channel Bandwidth(MHz)	10		
Total ERP (W)	17.61		
TMA Make			
TMA Model			
RRU Make	Ericsson		
RRU Model	4449		
Number of Tx, Rx Lines	4,4		
Position			
Transmitter Id	12930953		
Source	ATOLL_API		
850 MHz 5G NR		CAND	
Sector	0004		
Azimuth	0		
Cell / ENode B ID	161694		
Antenna Model	CX160MI236-2Cx		
Antenna Make	JMA Wireless		
Antenna Centerline(Ft)	43		
Mechanical Down-Tilt(Deg.)	0		
Electrical Down-Tilt	0		
Tip Height	44.2		
Regulatory Power	7.83		
DLEARFCN	2450		
Channel Bandwidth(MHz)	10		
Total ERP (W)	17.61		
TMA Make			
TMA Model			
RRU Make	Ericsson		
RRU Model	4449		
Number of Tx, Rx Lines	4,4		
Position			
Transmitter Id	12930953		
Source	ATOLL_API		

1900 MHz LTE		CAND	
Sector	04		
Azimuth	0		
Cell / ENode B ID	461694		
Antenna Model	CX160MI236-2Cx		
Antenna Make	JMA Wireless		
Antenna Centerline(Ft)	43		
Mechanical Down-Tilt(Deg.)	0		
Electrical Down-Tilt	2		
Tip Height	44.2		
Regulatory Power	19.8		
DLEARFCN	775		
Channel Bandwidth(MHz)	5		
Total ERP (W)	54.3		
TMA Make			
TMA Model			
RRU Make	Ericsson		
RRU Model	4455		
Number of Tx, Rx Lines	4,4		
Position			
Transmitter Id	12930950		
Source	ATOLL_API		
2100 MHz LTE		CAND	
Sector	04		
Azimuth	0		
Cell / ENode B ID	461694		
Antenna Model	CX160MI236-2Cx		
Antenna Make	JMA Wireless		
Antenna Centerline(Ft)	43		
Mechanical Down-Tilt(Deg.)	0		
Electrical Down-Tilt	2		
Tip Height	44.2		
Regulatory Power	11.11		
DLEARFCN	2050		
Channel Bandwidth(MHz)	20		
Total ERP (W)	121.85		
TMA Make			
TMA Model			
RRU Make	Ericsson		
RRU Model	4455		
Number of Tx, Rx Lines	4,4		
Position			
Transmitter Id	1828212		
Source	ATOLL_API		

nL-Sub6	CAND		
	0001	0002	0003
Sector	0	120	240
Azimuth	1617694	1617694	1617694
Cell / ENode B ID	AIR1652_B77D	AIR1652_B77D	AIR1652_B77D
Antenna Model			
	Ericsson	Ericsson	Ericsson
Antenna Make	0.0	0.0	0.0
Antenna Centerline(Ft)	0	0	0
Mechanical Down-Tilt(Deg.)	6	6	6
Electrical Down-Tilt	0.9	0.9	0.9
Tip Height	31.27	31.27	31.27
Regulatory Power	648672	648672	648672
DLEARFCN			
Channel Bandwidth(MHz)	60	60	60
Total ERP (W)	543.25	543.25	543.25
TMA Make			
TMA Model			
RRU Make	Ericsson	Ericsson	Ericsson
RRU Model	AIR1652 AC	AIR1652 AC	AIR1652 AC
Number of Tx, Rx Lines	2,2	2,2	2,2
Position			
Transmitter Id	12930954	12930955	12930956
Source	ATOLL_API	ATOLL_API	ATOLL_API
Service Comments			

Callsigns Per Antenna

Sector	Antenna Make	Antenna Model	Ant CL Height AGL	Tip Height	Azimuth (TN)	Elec Tilt	Mech Tilt	Gain	Beam Width	Regulatory Power	Callsigns							
											700	850	1900	2100	28 GHz	31 GHz	39 GHz	
No data available.																		

Callsigns

Callsign	Market	Radio Code	Market Number	Block	State	County	Licensee Name	Wholly Owned	Total MHZ	Freq Range 1	Freq Range 2	Freq Range 3	Freq Range 4	Regulatory Power	Threshold (W)	POPs /Sq Mi	Status	Action	Approved for Insvc
WQJQ692	Mississippi Valley	WU	REA004	C	TN	Rutherford	Cellco Partnership	Yes	22.000	746.000-757.000	776.000-787.000	.000-.000	.000-.000	2.2	1000	551.35	Active	added	Yes
KNKA334	Nashville-Davidson, TN	CL	CMA046	A	TN	Rutherford	Cellco Partnership	Yes	25.000	824.000-835.000	869.000-880.000	845.000-846.500	890.000-891.500	7.83	400	551.35	Active	added	Yes
KNLH414	Nashville, TN	CW	BTA314	D	TN	Rutherford	Cellco Partnership	Yes	10.000	1865.000-1870.000	1945.000-1950.000	.000-.000	.000-.000	19.8	1640	551.35	Active	added	Yes
WQVN764	Nashville, TN-KY	AT	BEA071	H	TN	Rutherford	Cellco Partnership	Yes	10.000	1760.000-1765.000	2160.000-2165.000	.000-.000	.000-.000	11.11	1640	551.35	Active	added	Yes
WQVN765	Nashville, TN-KY	AT	BEA071	I	TN	Rutherford	Cellco Partnership	Yes	10.000	1765.000-1770.000	2165.000-2170.000	.000-.000	.000-.000	11.11	1640	551.35	Active	added	Yes
WQGA687	Nashville-Davidson, TN	AW	CMA046	A	TN	Rutherford	Cellco Partnership	Yes	20.000	1710.000-1720.000	2110.000-2120.000	.000-.000	.000-.000	11.11	1640	551.35	Active	added	Yes
WRNE820	Nashville, TN	PM	PEA032	A1	TN	Rutherford	Cellco Partnership	Yes	20.000	3700.000-3720.000	.000-.000	.000-.000	.000-.000	31.27	1640	551.35	Active	added	Yes
WRNE821	Nashville, TN	PM	PEA032	A2	TN	Rutherford	Cellco Partnership	Yes	20.000	3720.000-3740.000	.000-.000	.000-.000	.000-.000	31.27	1640	551.35	Active	added	Yes
WRNE822	Nashville, TN	PM	PEA032	A3	TN	Rutherford	Cellco Partnership	Yes	20.000	3740.000-3760.000	.000-.000	.000-.000	.000-.000	31.27	1640	551.35	Active	added	Yes
WRNE823	Nashville, TN	PM	PEA032	A4	TN	Rutherford	Cellco Partnership	Yes	20.000	3760.000-3780.000	.000-.000	.000-.000	.000-.000	31.27	1640	551.35	Active	added	No
WRNE824	Nashville, TN	PM	PEA032	A5	TN	Rutherford	Cellco Partnership	Yes	20.000	3780.000-3800.000	.000-.000	.000-.000	.000-.000	31.27	1640	551.35	Active	added	No
WQGA959	Nashville, TN-KY	AW	BEA071	B	TN	Rutherford	Cellco Partnership	Yes	20.000	1720.000-1730.000	2120.000-2130.000	.000-.000	.000-.000	11.11	1640	551.35	Active	added	Yes
WRNE825	Nashville, TN	PM	PEA032	B1	TN	Rutherford	Cellco Partnership	Yes	20.000	3800.000-3820.000	.000-.000	.000-.000	.000-.000	31.27	1640	551.35	Active	added	No
WRNE826	Nashville, TN	PM	PEA032	B2	TN	Rutherford	Cellco Partnership	Yes	20.000	3820.000-3840.000	.000-.000	.000-.000	.000-.000	31.27	1640	551.35	Active	added	No
WRNE827	Nashville, TN	PM	PEA032	B3	TN	Rutherford	Cellco Partnership	Yes	20.000	3840.000-3860.000	.000-.000	.000-.000	.000-.000	31.27	1640	551.35	Active	added	No
WQOT698	Nashville	CW	MTA043	A	TN	Rutherford	Alltel Corporation	Yes	5.000	1862.500-1865.000	1942.500-1945.000	.000-.000	.000-.000		1640	551.35	Active		Yes
WRBB818	Nashville, TN	UU	BTA314	L1	TN	Rutherford	Cellco Partnership	Yes	425.000	27500.000-27925.000	.000-.000	.000-.000	.000-.000			551.35	Active		Yes
WRBB819	Nashville, TN	UU	BTA314	L2	TN	Rutherford	Cellco Partnership	Yes	425.000	27925.000-28350.000	.000-.000	.000-.000	.000-.000			551.35	Active		Yes
WRHD959	Nashville, TN	UU	PEA032	M1	TN	Rutherford	Straight Path Spectrum, LLC	Yes	100.000	37600.000-37700.000	.000-.000	.000-.000	.000-.000			551.35	Active		Yes
WRHD960	Nashville, TN	UU	PEA032	M2	TN	Rutherford	Straight Path Spectrum, LLC	Yes	100.000	37700.000-37800.000	.000-.000	.000-.000	.000-.000			551.35	Active		Yes
WRHD961	Nashville, TN	UU	PEA032	M3	TN	Rutherford	Straight Path Spectrum, LLC	Yes	100.000	37800.000-37900.000	.000-.000	.000-.000	.000-.000			551.35	Active		Yes
WRHD962	Nashville, TN	UU	PEA032	M4	TN	Rutherford	Straight Path Spectrum, LLC	Yes	100.000	37900.000-38000.000	.000-.000	.000-.000	.000-.000			551.35	Active		Yes

WRHD963	Nashville, TN	UU	PEA032	M5	TN	Rutherfo	Straight Path Spectrum, LLC	Yes	100.000	38000.000-38100.000	.000-.000	.000-.000	.000-.000			551.35	Active		Yes
WRHD964	Nashville, TN	UU	PEA032	M6	TN	Rutherfo	Straight Path Spectrum, LLC	Yes	100.000	38100.000-38200.000	.000-.000	.000-.000	.000-.000			551.35	Active		Yes
WRHD965	Nashville, TN	UU	PEA032	M7	TN	Rutherfo	Straight Path Spectrum, LLC	Yes	100.000	38200.000-38300.000	.000-.000	.000-.000	.000-.000			551.35	Active		Yes
WRHD966	Nashville, TN	UU	PEA032	M8	TN	Rutherfo	Straight Path Spectrum, LLC	Yes	100.000	38300.000-38400.000	.000-.000	.000-.000	.000-.000			551.35	Active		Yes
WRHD967	Nashville, TN	UU	PEA032	M9	TN	Rutherfo	Straight Path Spectrum, LLC	Yes	100.000	38400.000-38500.000	.000-.000	.000-.000	.000-.000			551.35	Active		Yes

verizon

SMC_CAYLA_4
10412 Old Nashville HWY
SMYRNA, TN 37167
(RUTHERFORD
COUNTY)



PHOTO RENDERING BY TOWER ENGINEERING PROFESSIONALS, INC.

Bid #3627 - Urinal Screens

Item #	Descriptiton	Division X Specialties, Inc.	Manning Materials, Inc.
1	Total Job for all schools	\$ 186,208.93	\$ 146,370.00
2	Option for Stainless Brackets ADD	\$ 4,757.66	\$ 29,237.00

Mailed to 20 vendors

18 Vendors did not respond

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

To be funded through CP, GP, and Maintenance Funds

Rutherford County Schools
2022/23 Fund 177 Budget
Major Capital Projects
Budget Amendment

10/24/2022
Amendment # 3
Capital Projects

Object	Description	Amended Budget	Decrease	Increase	Amended Budget
34685	Comm for Capital Proj.	4,128,411	1,788,963	-	2,339,448
Total 177 Fund Balance		4,128,411	1,788,963	-	2,339,448

Revenues:	Original Budget	Decrease	Increase	Amended Budget
Total County Property Taxes	15,849,788	-	-	15,849,788
Total Local Taxes	2,623,470	-	-	2,623,470
Total Revenue & Operating Transfers	18,473,258	-	-	18,473,258

Object	Description	Amended Budget	Increase	Decrease	Amended Budget
91300	Education Capital Projects				
335	Maint. & Repair Serv. - Bldgs.	21,400,363		-	21,400,363
399	Other Contracted Services	637,858	188,963	-	826,821
732	Building Purchases	-	1,600,000	-	1,600,000
	Total Education Capital Projects	22,038,221	1,788,963	-	23,827,184
	Total Expenditures	22,601,669	1,788,963	-	24,390,632

This amendment budgets \$188,963 from 34685- Committed for Capital Projects Fund Balance to Education Capital Projects 99100-399-Other Contracted Services to cover amended change orders and future expenditure items regarding Smyrna High Football Turf Project. The remaining balance after project is complete will stay in Fund 177 and spent accordingly to donor guidance. The request is presented with amendment. It also budgets \$1,600,000 from 34685-Committed for Capital Projects Fund Balance to Education Capital Projects 99100-732-Building Purchases to procure additional portables for classroom space. In addition, the attached 177 Budget amendment spreadsheet show amounts to be amended internally between projects.

Recommended Motion: To amend \$188,963 from Committed for Capital Projects Fund Balance to Capital Projects 99100-399-Other Contracted Services in regard to Smyrna High Football Turf Project. Also to amend \$1,600,000 from 34685-Committed for Capital Projects Fund Balance to Education Capital Projects 99100-732-Building Purchases to procure additional portables for classroom space. Lastly, to amend the amounts of the internal projects as presented in attached Budget amendment spreadsheet.

Director of Schools

Chairman of the Board

Capital Projects 2022-2023 - Fund 177								
10/21/2022								
					Amended	Amendment	Amendment	Budget after
					Budget	#3	#3	Amendment
					10/20/2022		from Fund Balance	
Carry Over Projects			Prog	Location				
Life Safety - Security								
ReKey to Primus - Door Replacement			814	MULTI	888			888
			Total		888	-	-	888
Restroom Restoration								
			815	MULTI	79,201			79,201
			Total		79,201	-	-	79,201
Stewartsboro	Clocks		811	SB3	200			200
					200	-	-	200
Bleachers and Seats								
RHS - Gym			821	RH1	5,869			5,869
Blackman High - Auditorium			821	BH1	136,812			136,812
			Total		142,682	-	-	142,682
ADA Required Renovations								
Multiple Schools			821	Multi	50,075			50,075
Eagleville - replace door knobs			822-2	EH1	30,000			30,000
			Total		80,075	-	-	80,075
BAS Graphic Interface								
Multiple Schools				Multi	40,437			40,437
			Total		40,437	-	-	40,437
Misc Items								
High School Shop Air			829	Multi	4,382			4,382
Secondary Backup Server			821	ADM	143,027			143,027
			Total		147,408	-	-	147,408
Paving/Seal Coating/Striping								
Central Magnet front lot - Floods			821	CMS	149,609			149,609
Oakland High			822	OH1	411,456			411,456
			Total		561,065	-	-	561,065
Major Roofing								
LaVergne Middle			821	LV2	29,255			29,255
			Total		29,255	-	-	29,255
Life Safety - Security								
Buchanan Elementary			823	BU3	45,000			45,000
Cedar Grove			822	CG3	45,000			45,000
Eagleville			822-1	EH1	75,000			75,000
Lavergne High			825	LH1	176,650			176,650
Oakland High			824-1	OH1	133,625			133,625
Riverdale High			823-1	RH1	71,060			71,060
Smyrna High			823	SH1	272,860			272,860
Smyrna West			821	SWA	16,165			16,165
Stewartsboro			823	SB3	45,000			45,000
Thurman Francis			823	TF3	45,000			45,000
Walter Hill			822	WH3	45,000			45,000
			Total		970,360	-	-	970,360
Restroom Restoration								
Smyrna High			822	SH1	4,986			4,986
LaVergne High			824	LH1	2,346			2,346
Smyrna Primary			821	SP4	34,414			34,414
Thurman Francis			824	TF3	26,095			26,095
			Total		67,841	-	-	67,841
Canopies - Walkways								
Eagleville			821	EH1	23,144			23,144
					23,144	-	-	23,144
HVAC Replacement								
Eagleville (\$5,275 fr OHS Restroom)			823	EH1	285,000	5,275		290,275
			Total		285,000	5,275	-	290,275
Turf for Football Field								
Smyrna High School (188,962.78 from RO3 HVAC		399	824	SH1	637,858	188,963		826,821
			Total		-	188,963	-	826,821

Capital Projects 2022-2023 - Fund 177								
10/21/2022								
					Amended	Amendment	Amendment	Budget after
					Budget	#3	#3	Amendment
					10/20/2022		from Fund Balance	
Furniture Replacement								
Human Resources / Staff Attorney		822	ADM	19,122				19,122
Blackman High	(from Smyrna High - correction)	823	BH1	14,278	8,292			22,570
Oakland High		825	OH1	14,162				14,162
Riverdale		826	RH1	71,269				71,269
Rock Springs Elementary		821	RS3	3,773				3,773
Rockvale High		823	RO1	40,151				40,151
Roy Waldron Annex		821	RW7	2,929				2,929
Smyrna High	(to Blackman High - correction)	825	SH1	8,477	(8,292)			184
Stewartsboro		824	SB3	1,334				1,334
Thurman Francis		825	TF3	1,036				1,036
Whitworth Buchanan		822	WB2	12,868				12,868
								-
			Total	189,400	-	-	-	189,400
School Requests								
Blackman Elementary	Siding on remaining portables	823	BL3	12,813				12,813
Blackman Middle	Access Reader	821	BL2	15,859				15,859
Blackman High	Sidewalk covering A Hall to CDC/dock	822	BH1	10,313				10,313
Cedar Grove	clean and epoxy bathroom floors	821	CG3	41,500				41,500
Holloway	Bleacher replacement	822	HO1	54,912				54,912
LaVergne Middle	Renovate / Repair stage	822	LV2	10,370				10,370
McFadden	Renovate main hall floor	823	MC3	6,552				6,552
	Epoxy Restrooms	822	MC3	39,830				39,830
Oakland High	Renovate tile floors	823	OH1	37,200				37,200
	Rekey internal doors	824-2	OH1	75,000				75,000
Riverdale	C Hall and Lecture hall flooring renovate	824	RH1	7,430				7,430
	Rekey internal doors	823-2	RH1	75,000				75,000
	Ceiling grids and tiles replaced	825	RH1	12,198				12,198
Siegel High	Auditorium carpet renovation	824	SG1	13,130				13,130
Smyrna Elementary	Additional Playground equipment	821	SE4	49,782				49,782
Smyrna Middle	SMS Marquee	821	SM2	23,123				23,123
Smyrna Primary	Replace classroom doors in original build	822	SP4	40,000				40,000
Stewarts Creek Middle	Clock Replacement	822	SC2	28,450				28,450
Wilson Elementary	Avigilon card readers	822	WL3	23,576				23,576
			Schools Total	577,038	-	-	-	577,038
Total Capital Projects carried over to 2022/2023				3,831,851	194,238	-	-	4,026,089
2022 / 2023 Projects								
Major HVAC								
John Coleman Anex				750,000				750,000
LaVergne High Weight Room				450,000				450,000
OHS Main Gym hallway				75,000				75,000
OHS / Pool	(Amend 95,000 to OH1 Pool Deck + Walls))			155,000				155,000
Rockvale Elementary	(188,962.78 from RO3 HVAC			4,500,000	(188,963)			4,311,037
Stewartsboro				4,000,000				4,000,000
				-				-
				9,930,000	(188,963)	-	-	9,741,037
Bleachers and Seats								
Blackman High Visitor Bleachers	(Amend from Fund Balance)			250,000				250,000
Stewarts Creek High Auditorium				65,000				65,000
Pmyrna Primary		731	SP4	45,000				45,000
				-				-
				360,000	-	-	-	360,000
Screen and Recoat Various Floors								
				125,000				125,000
				125,000	-	-	-	125,000
ADA Required Renovations								
Daniel McKee		732	DMA	-				-
John Coleman		731	JCK					-
Walter Hill		731	WH3					-
Holloway		732	HO1					-
Smyrna West		732	SWA					-
				75,000				75,000
				75,000	-	-	-	75,000

Capital Projects 2022-2023 - Fund 177							
10/21/2022							
					Amended	Amendment	Budget after
					Budget	#3	Amendment
					10/20/2022		from Fund Balance
Misc Items							
McFadden Interior		734	MC3	50,000			50,000
Smyrna Mid Fence / Smyrna Rec	(Amend 102,000 to LaVergne Lake playgrou	731	SM2	73,000			73,000
High School Shop Doors				25,000			25,000
High School Shop Air				35,000			35,000
Rockvale High - Sewer Repair	(Amend from Fund Balance)			46,560	(22,090)		24,470
Buchanan Sewer Tap Fees	(from Rockvale Sewer Repair)			-	19,720		19,720
Daniel McKee Sewer Tap Fees	(from Rockvale Sewer Repair)			-	2,370		2,370
Oakland High Pool Deck + Walls	(Amend from Oakland High Pool HVAC)			95,000			95,000
Portable Project	(from Fund Balance)					1,600,000	1,600,000
				-			-
				324,560	-	1,600,000	1,924,560
Paving / Seal Coating / Striping							
John Coleman Virtual Parking		732	JCK	200,000			200,000
LHS Driveway Patch		731	LH1	35,000			35,000
				235,000	-	-	235,000
Major Roofing							
McFadden Annex		732	MC3	25,000			25,000
Daniel McKee		731	DMA	350,000			350,000
David Youree				1,700,000			1,700,000
Holloway		731	HO1	500,000			500,000
McFadden		731	MC3	250,000			250,000
Smyrna High Field House				80,000			80,000
Smyrna West		731	SWA	350,000			350,000
Walter Hill		732	WH3	800,000			800,000
				-			-
				4,055,000	-	-	4,055,000
Life Safety-Security							
Camera Program / DVR				75,000			75,000
Access Controls - Keying				75,000			75,000
Test all Fire Dampers				35,000			35,000
Re-key to Primus - Door Replacement				-			-
Blackman Elementary				45,000			45,000
Blackman Middle				45,000			45,000
Cedar Grove				65,000			65,000
Central Magnet				2,810			2,810
Christiana Elementary				50,000			50,000
Christiana Middle				50,000			50,000
Daniel McKee				25,000			25,000
				-			-
				467,810	-	-	467,810
Restroom Restoration							
Oakland High	(\$5,275 to Eagleville HVAC)			60,000	(5,275)		54,725
Riverdale				60,000			60,000
Smyrna High	(\$29,285.58 to HP3 playground)			60,000	(29,286)		30,714
LaVergne High		734	LH1	60,000			60,000
Thurman Francis				60,000			60,000
				-			-
				300,000	(34,561)	-	265,439
Playgrounds							
Kittrell Pre-K				120,000			120,000
Homer Pittard Campus	(\$29,285.58 fr SH1 restrooms)	731	HP3	325,000	29,286		354,286
Roy Waldron		731	RW7	300,000			300,000
LaVergne Lake Pre-K Playground	(Amend \$102,000 from SM2 fence)			102,000			102,000
				-			-
				847,000	29,286	-	876,286
Total of 2022/2023 Projects listed above				16,719,370	(194,238)	1,600,000	18,125,132

Capital Projects 2022-2023 - Fund 177							
10/21/2022							
					Amended	Amendment	Amendment
					Budget	#3	#3
					10/20/2022		from Fund Balance
2022/2023 School Requests							
Blackman Elementary	Lobby Flooring				15,000	(14,060)	940
	Classroom Blinds (\$14,060 from flooring)	731	BL3		20,000	14,060	34,060
	Awning to Portables (\$5,060 from RH1)	732	BL3		35,000	5,060	40,060
Browns Chapel	Caulk Classroom Cracks				7,500		7,500
	Re-fence playground				20,000		20,000
	Patch playground rubber	731	BC3		20,000		20,000
Buchanan Elementary	Restroom Renovation				25,000		25,000
	Locker Replacement				15,000		15,000
Cedar Grove	Badge Access - Gym				7,500		7,500
	Badge Access - Exit Door to Portables				7,500		7,500
	Clean and Epoxy bathroom floors	731	CG3		30,000		30,000
Central Magnet	Seal and restripe parking lots (\$2,370.60 fr sidewalks)				20,000	2,371	22,371
	Awning	731	CMS		15,000		15,000
	Sidewalks (\$2,370.60 to Seal and Restripe)	733	CMS		15,000	(2,371)	12,629
Christiana Elementary	Awning				6,000		6,000
Christiana Middle	Awning for 6th grade car riders				25,000		25,000
	Access card readers				15,000		15,000
David Youree	Rebuild ramps top all portables				25,000		25,000
	Remove carpet and tile portables 8 & 9				15,000		15,000
Eagleville	Baseball / Football parking lights - MTEMC				5,000		5,000
Holloway High	Office reflooring				15,000		15,000
	Secure vestibule				30,000		30,000
Kittrell	Pre-K gate				5,000		5,000
Lascassas	Repair / Replace playground bridge				15,000		15,000
LaVergne High	Office renovation flooring and paint	732	LH1		50,000		50,000
	Library carpet				25,000		25,000
	Paint auditorium	733	LH1		15,000		15,000
LaVergne Lake	Badge access 2 locationsSped tables				15,000		15,000
	SPED Tables				20,000		20,000
LaVergne Middle	Sand repair gyn floor				30,000		30,000
McFadden	Interior paint (from epoxy)	733	MC3		20,000	3,458	23,458
	Epoxy restrooms (to paint)				50,000	(3,458)	46,542
Oakland High	Gym paint				35,000		35,000
	Floor / Ceiling				70,000		70,000
Oakland Middle	Concrete between main building / Annex	731	OM2		10,000		10,000
Riverdale	Awnings - 2 (\$9,211 to BL3 + TF3)	731	RH1		35,000	(9,211)	25,789
	Floor and ceiling C Hall and lecture				70,000		70,000
	Bottle filling stations				25,000		25,000
	Ceiling grids and tilles replaced				40,000		40,000
Rock Springs Middle	Portable awning path				20,000		20,000
	Portable clean and paiant				15,000		15,000
Rockvale Elementary	Gym goal replacement - 6				15,000		15,000
Rockvale High	Bus concrete	731	RO1		40,000		40,000
Rocky Fork Middle	Clay for Ball Fields				10,000		10,000
Siegel High	Choir carpet				15,000		15,000
	Band carpet				20,000		20,000
Siegel Middle	Replace all school exterior signage				25,000		25,000
Smyrna Elementary	Library Carpet				25,000		25,000
	Update Restrooms				30,000		30,000
Smyrna High	Classroom tile due to leaks				15,000	(6,375)	8,625
	(\$6,375.14 to Seal Coat and stripe)						
	Ceiling Tile				10,000		10,000
	Seal Coat and strip parking lots (\$36,375.14 fr tile + weight room				35,000	36,375	71,375
	Construct 2nd floor weight room in gym				30,000	(30,000)	-
	(move all to seal coat and stripe)						
	Awnings	731	SH1		15,000		15,000
Smyrna Middle	Gym Lights				20,000		20,000
	Office Renovation				5,000		5,000
Smyrna Primary	Renovate front offiice				20,000		20,000
	Sink replacement				16,000		16,000
	Exterior Lighting				15,000		15,000
Stewarts Creek Elementary	Additional Parking				30,000		30,000
Stewarts Creek High	Seal R-stripe Parking lots				50,000		50,000
	Awning to Portables				15,000		15,000
Stewarts Creek Middle	Storage Building	732	SC2		10,000		10,000
	Additional exterior lighting	731			2,500		2,500
Thurman Francis	Awning (4,151 from RH1 awnings)	731	TF3		30,000	4,151	34,151
	New Marquee				25,000		25,000
Whitworth Buchanan	Additional Campus Lighting				10,000		10,000
	Total of 2022 / 2023 School Requests				1,487,000	-	1,487,000
	2022 / 2023 New Projects Total				18,206,370	(194,238)	19,612,132
	Total Capital Projects (including Carry Over)				22,038,221	-	23,638,221

RUTHERFORD COUNTY BOARD OF EDUCATION

JOB DESCRIPTION

Job Title: Grant Writer

Terms of Employment: Twelve Months (260 days)

Immediate Supervisor: Assistant Superintendent for Budget and Finance

POSITION DESCRIPTION:

Under the general direction of the Assistant Superintendent for Budget and Finance, the Grant Writer will coordinate and oversee the grant application and management process including: identification of potential new funding sources, development of fundraising resources for existing and proposed programs and/or services, writing grants, developing budgets, collaborating on grant applications with various District programs, and processing, monitoring and coordinating required report evaluations on existing grants. Additionally, the grant writer will assist the Assistant Superintendent with writing and preparing presentations as necessary.

ESSENTIAL DUTIES:

1. Collaborate with a variety of parties (e.g. district personnel, community organizations, parents, businesses, etc.) for the purpose of securing funding to maintain and enhance services and/or programs.
2. Complete needs assessment to identify specific types of grants to pursue based on vision and mission of district.
3. Coordinate all grant processes (e.g. evaluations, budget, finance, reports, etc.) for the purpose of ensuring compliance with the district, state, federal and other funder guidelines.
4. Develop forms, processes, procedures, and policies for the purpose of implementing a consistent grant application methodology.
5. Develop grant applications and related documents (e.g. required reports, budgets, specific inquiries, etc.) for the purpose of submitting highly effective grant applications to the appropriate funding agency.
6. Evaluate degree of match between listed grant priority areas and the needs of the Rutherford County School District for the purpose of matching needs with funding sources.
7. Monitor proposals and funding application requirements (e.g. presentation (number of copies and binding), content, delivery method and labeling, deadlines, eligibility for grant, etc.) for the purpose of utilizing time and resources to maximize successful awarding of grant funds.
8. Participate in and leads, if appropriate, meetings, workshops and seminars for the purpose of conveying, sharing and/or gathering information required to perform functions.
9. Present concepts, status, and information to a variety of groups (e.g. funding requests, grant applications, identifying underfunded services, etc.) for the purpose of gaining the required administrative and board approvals, providing progress reports to administration and funding sources and/or advising other staff of potential funding sources.
10. Research grant opportunities (e.g. facility improvements, professional development, curriculum development, administrative needs, etc.) for the purpose of developing additional funding resources for both current and proposed services, programs and

administrative operations as well as serving as a clearinghouse for potential grant funding opportunities.

11. Support the Assistant Superintendent through preparation of written materials and presentations for the purpose of getting out clear and effective communications.

QUALIFICATIONS:

- Understanding and commitment to the goals of public education.
- Superior writing, grammar, and research skills.
- Understanding of aspects of a grant application process.
- Skills in attention to detail.
- Demonstrated skill in consensus building, team building, group facilitation and/or collaborative techniques.
- Comprehensive knowledge of financial management regulations for federal and state grants.
- Good communication skills.
- Related experience in successful grant proposal development preferred.
- Related experience or working knowledge of a K-12 educational environment preferred.