

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

**JUNE 6, 2024
5:30 P.M.**

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

Work Session: Shelia Bratton

Board Meeting: Shelia Bratton

3. MOMENT OF SILENCE

4. APPROVAL OF AGENDA

Recommended Motion - to approve the agenda as presented.

5. APPROVAL OF CONSENT AGENDA (TAB 1)

A. Minutes: May 23, 2024, Board Meeting Minutes

B. Bids:

Bid #3752 - Kitchen Hood Inspections,

Bid #3753 - Ice Cream,

Bid #3754 - Milk,

Bid #3755 - Sprinkler Inspections,

Seesaw renewal for ESL

Performance Matters renewal for PD Center

C. Nepotism: Brandy Travis- Special Project Accountant- Finance Department

Greg Hibdon – Teacher – Rocky Fork Middle

Rachel Hibdon – Library Media Specialist – Rocky Fork Middle

Esteban Summers – SPED Inclusion EA – Rockvale Middle

Ronald Whitmore – Teacher – Smyrna Middle

D. Community Use of Facilities:

FACILITIES USE

6/06/2024

Fees

Blackman High	Beasley Elite Sports Training, weightlifting, weight room, 5/27/24 – 12/16/24, \$15 per day
Blackman Middle	Boro Bananas & Party Animals, baseball practice, sports field, 5/28/24 – 11/30/24, \$18 per hour
Central Magnet	National Inventors Hall of Fame, camp, classrooms & cafeteria, 7/8/24 – 7/12/24, \$465
Oakland High	2D Sports, sports field, 6/6/24 – 7/14/24, \$18 per hour
Riverdale High	2D Sports, sports field, 6/6/24 – 7/14/24, \$18 per hour
Rockvale Middle	Stars Basketball Club, open gym, gym, 5/30/24 – 7/25/24, \$18 per hour, *retro review
Rocky Fork Middle	Nolensville Nemesis, softball practice, sports field, 3/17/24 – 12/31/24, \$18 per hour, *retro review
Rocky Fork Middle	TN Outlaws, baseball practice, sports field, 6/1/24 – 10/1/24, \$18 per hour
Smyrna Middle	North Rutherford Soccer/Stones River FC, tournament, sports fields, 3/16/24 – 3/17/24, \$1,160, *retro review

No Fees

Blackman Elementary	Blackman Youth Football and Cheer, practice, outside building, 7/1/24 – 11/1/24, no fees
Kittrell	Kittrell High School Alumni Assoc., cafeteria, reunion, 9/21/24, no fees
Kittrell	Robert Peay/County Commissioner, gym, 6/7/24, no fees

Smyrna Middle

Smyrna Junior Basketball League,
practice, gym, 12/7/24 – 3/8/25, no
fees

Note: Facility use prior to 6/6/24 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.**

E. School Salary Supplements and Contract Payments:

Name-Certified	NTE Amt.	School	Funded By	Description
Debra Burton	\$4,000.00	Blackman High	BHS Band Boosters	Drill Writer
Thomas Chesnut	\$600.00	Blackman High	BHS Band Boosters	Band Camp Staff
Barry Eddings*4	\$1,500.00	Blackman High	School Funds - Baseball	Assistant Baseball Coach (amount approved is now \$3,000)
David England	\$8,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Percussion Instruction
Sean Holt	\$1,000.00	Blackman High	School Funds - Softball	Assistant Softball Coach
Gregory Trent Jones*4	\$1,500.00	Blackman High	School Funds - Baseball	Assistant Baseball Coach (amount approved is now \$3,000)
Kevin Meadows	\$1,250.00	Blackman High	School Funds - Softball	Field Maintenance
Antonio Sheffield*1	\$450.00	Blackman High	School Funds - Softball	Summer Conditioning Program
Megan Kelley + Quentin Mastin	\$3,500.00	Blackman Middle	School Funds - Various Athletic Accounts	Taking care of sports fields for 24/25 school year
Ottie West*1	\$75.00	Buchanan Elementary	School Funds - Student Incentives	Lights / Sound for awards night
LaShonda Roberts	\$500.00	LaVergne High	School Funds - Softball	Announcing + Concessions
Christy Bingham	\$7,000.00	Riverdale	RHS Softball Boosters	Softball Camp - 2023/2024
Matthew Crossley	\$2,000.00	Riverdale	RHS Band Boosters	Arranging / Drill / Pre-Camp

Caleb Littleton	\$7,000.00	Riverdale	RHS Band Boosters	Marching Band Instruction / Arranger
Barry Marton*6	\$10,000.00	Riverdale	School Funds - Various	Activity Bus Driver for 2024/2025 School Year
Barry Marton	\$5,000.00	Riverdale	School Funds - Various Athletic Accounts	Athletic Field Maintenance
Ashley Mintz	\$7,000.00	Riverdale	RHS Softball Boosters	Softball Camp - 2023/2024
Douglas Argo	\$1,500.00	Rockvale High	School Funds - Track + Field	Mowing + Trimming all Track areas
Heatherly Benedict	\$1,500.00	Rockvale High	School Funds - Track + Field	Coaching distance runners, organizing + working track meets
Perry Lyons	\$1,000.00	Rockvale High	School Funds - Softball	Summer Mowing
Larry Smith*4	\$2,000.00	Siegel High + Various Schools	School Funds - Track	Meet timing for various Schools + Bus driving + mowing at Siegel High (amt. is now \$8,500)
Gabe Villereal	\$1,500.00	Smyrna High	School Funds - Football	Field Maintenance + Summer Workout Programs
Mark Williams	\$1,500.00	Smyrna High	School Funds - Football	Field Maintenance + Summer Workout Programs
Matt Williams	\$2,000.00	Smyrna High	School Funds - Football	Field Maintenance + Summer Workout Programs
Garrett Doo	\$2,000.00	Stewarts Creek High	School Funds - Choir	Accompanist / Choral Clinician
Name: Non-Faculty	NTE Amt.	School	Funded By	Description
Tyler Bouttavong	\$600.00	Blackman High	BHS Band Boosters	Band Camp Staff
Robert Chandler	\$600.00	Blackman High	BHS Band Boosters	Band Camp Staff
Julie Davila	\$500.00	Blackman High	BHS Band Boosters	Percussion Instruction
Danielle Davison	\$2,350.00	Blackman High	School Funds - Softball	Assistant Softball Coach
Cedric Doss	\$1,500.00	Blackman High	School Funds - Track + Field	Assistant Track + Field Coach
William Elliott	\$7,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Private Lessons
Michael George	\$8,000.00	Blackman High	BHS Band Boosters	Private Lessons
Phillip Kigaita	\$500.00	Blackman High	BHS Band Boosters	Band Camp Staff

Gregory Lawson	\$600.00	Blackman High	BHS Band Boosters	Band Camp Staff
Tonya Lawson	\$14,000.00	Blackman High	BHS Band Boosters	Private Lessons
Rebecca Murphy	\$6,000.00	Blackman High	BHS Band Boosters	Private Lessons
Jovan Quallo	\$7,000.00	Blackman High	BHS Band Boosters	Private Lessons
Kelly Robinson*7	\$300.00	Blackman High	School Funds - Softball	Concessions Manager
Kelsey Rogers	\$8,000.00	Blackman High	BHS Band Boosters	Color Guard Instructor
Wilson Sharpe	\$2,000.00	Blackman High	BHS Band Boosters	Private Lessons
James Simmons	\$500.00	Blackman High	BHS Band Boosters	Jazz Instruction
Holly Smith	\$600.00	Blackman High	BHS Band Boosters	Band Camp Staff
Joseph Watts	\$1,500.00	Blackman High	School Funds - Track + Field	Assistant Track + Field Coach
Olivia Gregg	\$900.00	Blackman Middle	School Funds - Archery	Assistant Archery Coach for 24/25 school year
Andrew Arnold	\$1,200.00	Central Magnet	School Funds - HS Baseball	JV Baseball
Molly Nixon	\$600.00	Christiana Middle	School Funds - Choir	Accompanying choirs for rehearsal + concert
Hannah Gibson	\$900.00	Eagleville	School Funds - Band	Band Camp Tech
Alayna Hurst	\$2,705.00	Eagleville	School Funds - Band	Color Guard Instructor
James Freytag, Jr	\$30 / lesson	Oakland Middle	School Funds - Band	Private Lessons
James Freytag, Jr	\$170 / day	Oakland Middle	School Funds - Band	Sectionals
Michael George	\$25 / lesson	Oakland Middle	School Funds - Band	Private Lessons
Tonya Lawson	\$35 / lesson	Oakland Middle	School Funds - Band	Private Lessons
Wilson Sharpe	\$25 / lesson	Oakland Middle	School Funds - Band	Private Lessons
Ben Bjork	\$600 / \$25 per lesson	Riverdale	School Funds - Band (lessons) + RHS Band Boosters - Camp	Marching Band Instruction + lessons
Veronica Brown*7	\$500.00	Riverdale	School Funds - Dance Team	Help choreograph dance team sidelines + dances

Jakayla Craig	\$2,500.00	Riverdale	RHS Band Boosters	Color Guard Instruction
Sean Creighton	\$1,000 / \$20 per lesson	Riverdale	School Funds - Band (lessons) + RHS Band Boosters - Staff	Marching Band Staff / Private lessons
Noah Friedman	\$2,500 / \$25 per lesson	Riverdale	School Funds - Band (lessons) + RHS Band Boosters - Camp	Marching Band Instruction / Arranging + lessons
Rachel Friedman	\$600.00	Riverdale	RHS Band Boosters	Marching Band Instruction
Michael George	\$600 / \$30 per lesson	Riverdale	School Funds - Band (lessons) + RHS Band Boosters - Camp	Band Camp + Private lessons + Small Groups
Nathaniel O'Neal	\$1,500.00	Riverdale	RHS Band Boosters	Camp Instruction / Season Instruction
Sarah Thomas	\$600 / \$25 per lesson	Riverdale	School Funds - Band (lessons) + RHS Band Boosters - Camp	Marching Band Instruction + Clarinet lessons
Victoria Fields	\$5,000.00	Rock Springs Middle	School Funds - Choir	Private Voice Lessons
William Holliday	\$1,500.00	Rockvale High	School Funds - Track + Field	Assistant Track + Field Coach
Joseph McHenry	\$500.00	Rockvale High	School Funds - Softball	Assistant Softball Coach (amount approved is now \$1,000)
Haneef Sharif Sr	\$1,500.00	Rockvale High	School Funds - Track + Field	Assistant Track + Field Coach
Ellie Grace Darnall	\$5,000.00	Siegel High	Siegel HS Band Boosters	Siegel Color Guard Technician
Thomas Draper	\$5,000.00	Siegel High	Siegel HS Band Boosters	Percussion Instruction
Emmett Fernekes	\$5,000.00	Siegel High	Siegel HS Band Boosters	Marching Band Instructor
Chelsea Liu	\$5,000.00	Siegel High	Siegel HS Band Boosters	Marching Band Instructor
Naomi Mallory	\$5,000.00	Siegel High	Siegel HS Band Boosters	Marching Band / Color Guard Technician
Teya Martin	\$5,000.00	Siegel High	Siegel HS Band Boosters	Marching Tech (provides supplemental instruction to head directors)

Hunter McDonald	\$100 / day	Siegel High	Siegel HS Band Boosters	Woodwind Tech
Kyle Ramsey	\$17,600.00	Siegel High	Siegel HS Band Boosters	Percussion Director
Benjamin Smith	\$10,000.00	Siegel High	Siegel HS Band Boosters	Marching Band / Winter Guard - Instruction / Choreography
Megan Walters	\$5,000.00	Siegel High	Siegel HS Band Boosters	Additional music + visual instruction for brass players
Alice Judy	\$20 / 30 minute lesson	Smyrna Middle	School Funds - Band	Private Flute lessons
Jordan Morack	\$30 / lesson	Smyrna Middle	School Funds - Band	Teaching band lessons
Angel Soto	\$25 / 30 minute lesson	Smyrna Middle	School Funds - Band	Lessons
Mary Braschler	\$4,000.00	Stewarts Creek High	School Funds - Choir	Accompanist / Choral Clinician
Delana Easley	\$4,000.00	Stewarts Creek High	School Funds - Choir	Accompanist / Choral Clinician
Name: Classified	NTE Amt.	School	Funded By	Description
Cheryl Brimer*2	Hourly	Stewartsboro	Outside Group / Use of Facilities	Additional custodial work for the 2024 / 2025 school year
Marjorie Cameron*2	Hourly	Stewartsboro	Outside Group / Use of Facilities	Additional custodial work for the 2024 / 2025 school year

- 1 Approved previously for an amount \$500 or greater
- 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 Department
- 7 Classified Employee Coach
- 8 Regular Rate - Part time employee

F. Non-Faculty Volunteer Coaches:

According to the 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 2024-2025 school year:

NAME	SCHOOL	SPORT
Gibson, Hannah	Eagleville School	Band
Hurst, Alayna	Eagleville School	Band
Creighton, Sean	Riverdale High	Band
Bjork, Benjamin	Riverdale High	Band
Craig, Jakayla	Riverdale High	Band
Friedman, Noah	Riverdale High	Band
George, Michael	Riverdale High	Band
O'Neal, Nathaniel	Riverdale High	Band
Thomas, Sarah	Riverdale High	Band
Friedman, Rachel	Riverdale High	Band
Fields, Victoria	Rock Springs Middle	Choir
Darnell, Ellie Grace	Siegel High	Band
Draper, Thomas	Siegel High	Band
Fernekes, Emmett	Siegel High	Band
Liu, Chelsea	Siegel High	Band
Mallory, Naomi	Siegel High	Band
McDonald, Hunter	Siegel High	Band
Ramsay, Kyle	Siegel High	Band
Smith, Benjamin	Siegel High	Band
Judy, Alice	Smyrna Middle	Band
Morack, Jordan	Smyrna Middle	Band
Soto, Angel	Smyrna Middle	Band
Baker, Brandon	Siegel High	Football
Bibbs, Deontaye	Whitworth-Buchanan	Football

Billups, Keenan	Riverdale High	Boys Basketball
Binion, Dillion	Siegel High	Football
Brown, Darius	Whitworth-Buchanan	Volleyball/Boys-Girls Basketball
Buchanan, Larenta	Whitworth-Buchanan	Boys Basketball
Collier, Erykah	Whitworth-Buchanan	Volleyball
Fletcher, Ruben	Rockvale Middle	Football
Fujino, Jacob	Riverdale High	Football
Fuqua, Derek	Riverdale High	Football/Track
Griffin, Gerald	Rockvale Middle	Football/Track/GBK
Hamm, Gracyn	Riverdale High	Girls Basketball
Holliday, William	Whitworth-Buchanan	Girls Basketball
Jones, Kobi	Riverdale High	Girls Basketball
Mallory, Ricke	Siegel High	Football
Martin, Ashlan Brooke	Whitworth-Buchanan	Cheer
Maslak, Raymond	Blackman High	JROTC
McCabe, Ryan	Riverdale High	Girls Soccer
Gregg, Olivia	Blackman Middle	Archery
Montray, Isabelle	Blackman High	Cheer
Morrison, Jason	Rockvale Middle	Girls Soccer
Nelson, Tracy	Rockvale Middle	Baseball
Parkerson, Paul	Central Magnet	Girls Soccer
Sugg, Savannah	Siegel High	Volleyball
Vaughn, Kylie	Whitworth-Buchanan	Girls Basketball
Wellman, Eli	Siegel High	Boys/Girls Soccer
West, Taylor	Siegel High	Cheer

West, William	Siegel High	Basketball Cheer
White, Reginald	Whitworth-Buchanan	Football

- G. Bus Contract:** Voluntary Termination of Theresa Godbee, Bus 116,
 Requesting contract transfer of Bus contract #3 to nephew, Timothy Black,
 Requesting contract transfer of Bus contract #63 to wife, Whittney Powell,
 Requesting contract transfer of SPED Bus contracts #02 and #07 to daughter, Sherri Barzola.

Recommended Motion – to approve the consent agenda as presented.

6. PUBLIC COMMENT*

**Public comment requests to address the Board must be provided in writing to the Director of Schools' office no later than noon (12:00 p.m.) on the day of the meeting by completing the Public Comment Form. Speakers will have three (3) minutes to speak.*

7. INSTRUCTION (TAB 2)

I. Rutherford County Schools Online Teaching Contract:
 The Curriculum and Instruction Department is requesting permission to continue the Rutherford County Schools Online Teaching Contract from August 2024 through July 2025. 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.

Recommended 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.

II. New Job Description for CTE Specialist (ISM)
 Curriculum and Instruction is requesting the approval of a CTE Specialist position, to be funded through the Innovative School Model (ISM) grant. This position will assist with the immediate needs in managing the allocation and implementation of new CTE programs and resources, as a result of grant-funded program growth and specialization.

Recommended Motion - to approve the position of CTE specialist, to be funded through ISM funds for the 24-25 school year.

8. TRANSPORTATION

Board Activity Bus GPS and camera system installation request: Install Samsara GPS on all 70-school activity buses at a cost of \$23,262.22 for installation and hardware. Reoccurring licensing cost of \$12,722.22 beginning the second year. Funding is not available in the 24-25 SY or the 23-24 SY due to TDOE May estimates. Samsara GPS is compatible with our current Edulog Routing System.

Purchase and install of the Gatekeeper camera systems for all 70 activity buses, like the system utilized on contractor buses at a cost of \$208,440.52.

Recommended Motion - to approve or deny the purchase of the Samsara GPS for \$23, 262.22 from the Tennessee State bid and the \$12,722.22 recurring licensing beginning the second year for all RCS activity buses as presented.

Recommended Motion - to approve or deny the purchase of the Gatekeeper camera systems for all RCS activity buses at an unbudgeted cost of \$208,440.52.

9. CONSTRUCTION AND ENGINEERING (TAB 3)

Stewart Creek Road Property. Discussions have been underway for several months with the Brewer family for the purchase of a parcel consisting of approximately 112 acres on Stewart Creek Road. A contract has been negotiated for the purchase of the property at \$56,612 per acre. The contract provides for a 180-day inspection period with the right to two extensions of 60 days each. During the inspection period, survey, environmental testing, geotechnical testing, soils testing, and other testing would be undertaken to determine if the property is suitable for a school site. The site does appear to have soils sufficient to support a school septic system, but the site would require road improvements. The Board can terminate the contract at any time prior to the expiration of the inspection period. The contract is contingent upon final approval by the Board to proceed with the purchase after the test results are in. The contract is also contingent upon funding approval by the Rutherford County Commission.

Recommended Motion - to approve or deny the contract as presented.

10. FINANCIAL MATTERS (TAB 4)

I. Fund 141 Budget Amendments

This FY23-24 General Purpose School Fund amendment increases expenditures in accounts where indirect costs occurred in the amount of \$1,241,053. It also increases revenue in account 49800-Transfers In for the same amount. This amendment budgets for indirect costs related to the Child Nutrition Program that are accumulated in Fund 141 and are being reimbursed by Fund 143. Indirect costs are incurred for the benefit of multiple programs, functions, or other cost objectives and cannot be readily identified as having been incurred specially for the school food service program. Indirect costs include custodial services, utility costs, liability insurance, etc. and are incurred by RCS during the operations of the Food Service Program.

Recommended Motion – To approve the request to budget indirect cost in the amount of \$1,241,053 in Fund 141 General Purpose School Fund as presented.

II. Fund 143 Budget Amendments

This FY23-24 Centralized Cafeteria Fund amendment increases 99100-590 Transfers Out and decreases 34570- Restricted Fund Balance in the amount of \$1,241,053 to budget for indirect costs that are accumulated in Fund 141 being reimbursed by Fund 143. Indirect costs are incurred for the benefit of multiple programs, functions, or other cost objectives and cannot be readily identified as having been incurred specially for the school food service program. Indirect

cost rates are calculated annually by TDOE and Child Nutrition Programs use the unrestricted indirect cost rate. The FY23-24 unrestricted indirect cost rate for RCS is 10.94%.

Recommended Motion – to approve the FY 23-24 Fund 143 Centralized Cafeteria in the amount of \$1,241,053 in fund balance and expenditures as presented.

11. INSURANCE

12. DIRECTOR’S UPDATE

Reminders that we have upcoming meetings scheduled differently: Thursday, June 13 Board Work Session and Monday, June 17 Board Work Meeting. Tuesday, July 16 Board Work Session and Wednesday, July 17 Board Meeting.

13. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

14. FEDERAL RELATIONS NETWORK (FRN) UPDATE

15. GENERAL DISCUSSION

16. ADJOURNMENT

EXECUTIVE SESSION to follow the Board Work Session.

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

MINUTES OF MAY 23, 2024

Board Members Present

Shelia Bratton, Board Chair
Caleb Tidwell
Coy Young
Frances Rosales
Katie Darby
Tammy Sharp
Dr. Kay Martin, Deputy Director of Schools

Board Members Absent

Claire Maxwell, Vice-Chair

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Work Session: Led by Mrs. Dawn Williams.

Board Meeting: Led by Blackman High current graduate, Marciana Johnson. This year, Ms. Johnson served as the sports editor for the school's newspaper *The Blackman Voice*, the Latin Club VP, Color Guard Leadership, a member of the Blackman Collegiate Academy, and the student body President.

3. MOMENT OF SILENCE

A Moment of Silence was observed for the Sullivan family. Please continue to keep this family in your thoughts and prayers.

4. Special solo performance by Fatima Al Hajiri (Soloist), LaVergne High School current graduate. Introduced by her Choir Teacher, Dr. Kimberly Saxon.

Fatima Al Hajiri, recently graduated from LaVergne High, and has been in choir for seven years. Ms. Al Hajiri plans to attend Trevecca Nazarene University and major in Music Education. Today she performed her college audition song, "Sebben, crudele" by Antonio Caldara.

5. APPROVAL OF AGENDA

Motion made by Mr. Tidwell and seconded by Ms. Sharp, to approve the agenda as presented.

**Vote: All yes
Motion passes.**

6. APPROVAL OF CONSENT AGENDA (TAB 1)

A. Minutes: May 9, 2024, Board Meeting Minutes

B. Bids:

Bid #3748 – Eagleville Elementary Classroom Renovation

Bid #3749 – Riverdale High Broadcasting Room Renovation

C. Nepotism:

Ricky Young – Maintenance – Central Office

Melanie Saylor – Special Setting – Lascassas Elementary

D. Community Use of Facilities:

FACILITIES USE

5/23/24

Fees

Barfield Elementary	Encountering His Presence Church, service, classroom, 6/2/24 – 6/1/25, \$15 per day
LaVergne High	US Elite Baseball, practice, sports field, 5/14/24 – 10/31/24, \$18 per hour, *retro review
Rockvale Elementary	TN Ignite Basketball Club, practice, gym, 5/24/24 – 6/30/24, \$18 per hour
Siegel High	Hooligans Baseball, practice, sports field, 5/1/24 – 7/30/24, \$18 per hour, *retro review
Siegel High	Major League Soccer, parking for tournament, parking lot, 6/15/24 – 6/23/24, \$100 per hour
Smyrna High	2D Sports, baseball tournament, sports field, 6/6/24 – 7/14/24, \$18 per hour

No Fees

Central Magnet

Wilson Bank, antique car show, parking lot,
6/9/24, no fees

Rocky Fork Elementary

Smyrna Junior Basketball League, practice,
gym, 11/4/24 – 3/14/25, no fees

Note: Facility use prior to 5/23/24 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.**

E. School Salary Supplements and Contract Payments:

Name-Certified	NTE Amt.	School	Funded By	Description
Nathan Bennett	\$1,500.00	Blackman High	School Funds - Track & Field	Assistant Track & Field Coach
Thomas Capouch	\$500.00	Blackman High	School Funds - Track & Field	Assistant Track & Field Coach
Michael Harris	\$1,500.00	Blackman High	School Funds - Boys + Girls Soccer	Field Maintenance
Collin Brent	\$1,000.00	Blackman Middle	School Funds - Boys Soccer	Assistant Boys Soccer Coach
Thomas Chesnut*1	\$300.00	Blackman Middle	School Funds - Band	All Star Band Event Coordinator
David England*1	\$150.00	Blackman Middle	School Funds - Band	All Star Band Event Assistant Coordinator
Caroline Hensley*5	\$150.00	Blackman Middle	School Funds - Band	All Star Band Ensemble Chair
Brittany Jerrell*1	\$150.00	Blackman Middle	School Funds - Band	All Star Band Ensemble Chair
Alan Pepper	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Trenton Carrier	\$2,500.00	Riverdale	Riverdale Baseball Boosters	Assistant Baseball Coach
James Kendrick	\$2,500.00	Riverdale	Riverdale Baseball Boosters	Assistant Baseball Coach
Christopher Martin	\$500.00	Riverdale	School Funds - AV	Coordination + Management of AV Fundraiser GALA for Center for the Arts

Brent Whitlock*6	\$3,000.00	Riverdale	Riverdale Baseball Boosters	Assistant Baseball Coach + Bus Driver
Name-Non-Faculty	NTE Amt.	School	Funded By	Description
Michael Isbell	\$1,200.00	Blackman High	School Funds - Track & Field	Assistant Track & Field Coach
Jeremy Selvidge	\$1,500.00	Blackman High	School Funds - Track & Field	Assistant Track & Field Coach
Breanna Tate	\$1,500.00	Blackman High	School Funds - Track & Field	Assistant Track & Field Coach
Austin Wilush*7	\$1,500.00	Blackman High	School Funds - Track & Field	Assistant Track & Field Coach
Jaclyn Wright	\$1,500.00	Blackman High	School Funds - Track & Field	Assistant Track & Field Coach
Micah McClellan	\$1,000.00	Blackman Middle	School Funds - Baseball	Assistant Baseball Coach
Cora Alvarez	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Grant Cooper	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Addie Dodd	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Lane Freise	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Liza Freise	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Hannah Hailey	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Olivia Johnson	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Cason Lamb	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Eliza McClaran	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Ella McIsaac	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Taylor Petty	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Ashlynn Roberts	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
KK Roberts	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Isabella Sawyer	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp

Audrey Tribble	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Susan Tribble	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Jeffrey Lanning	\$2,500.00	Riverdale	Riverdale Baseball Boosters	Assistant Baseball Coach
Nick Peterson	\$1,500.00	Riverdale	Riverdale Baseball Boosters	Assistant Baseball Coach
Jordan Guardado	\$1,800.00	Smyrna High	School Funds - Band	Band Camp
Jordan Guardado	\$15 / hour	Smyrna High	School Funds - Band	Weekly practices after camp
Corinne Fann	\$1,500.00	Stewarts Creek High	School Funds - Theater	Theatrical /Arts Camp Administrator
Deven Ferrer	\$1,500.00	Stewarts Creek High	School Funds - Theater	Helping with Theatrical/Arts Camp
Leonel Morales	\$1,000.00	Stewarts Creek High	School Funds - Boys Soccer	Assistant Boys Soccer Coach

- 1 Approved previously for an amount \$500 or greater
- 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 Department
- 7 Classified Employee Coach
- 8 Regular Rate - Part time employee

F. Non-Faculty Volunteer Coaches:

According to the 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 2024-2025 school year:

NAME	SCHOOL	SPORT
Allen, Mike	Smyrna Middle	Football
Barge, Preston	Riverdale High	Football
Bonner, Eric	Oakland High	Boys Basketball
Brady, Jamonn	Smyrna Middle	Boys/Girls Soccer
Bragg, Blake	Riverdale High	Boys Basketball

Carmichael, Lindsey	Rockvale Middle	Cheer
Clark, Russell	Oakland High	Football
Cook, Carter	Smyrna Middle	Football
Dentino, Elizabeth	Rockvale High	Cross Country
Dentino, Elizabeth	Rockvale High	Cross Country
Gambill, Johnny	Riverdale High	Football
Golden, Chris	Riverdale High	Softball
Hamm, Ryleigh	Riverdale High	Girls Basketball
Hurter, Erik	Eagleville	Football
Lee, Brannon	Siegel Middle	Football
Manning, Kaylyn	Rockvale Middle	Cheer
Martin, Alexandria	Whitworth-Buchanan	Cheer
Matthews, Shannon	Smyrna Middle	Boys Basketball
Pinion, Chip	Eagleville	MS Girls Basketball
Rapp, Jacob	Riverdale High	Volleyball
Smith, Kenny	Eagleville	Football
Thweatt, Bruce	Riverdale High	Volleyball/Tennis
Turner, Steve	Rockvale High	Football
Williams, Kain	Oakland Middle	Football
Fann, Corinne	Stewarts Creek High	Theatre
Guardado, Jordan	Smyrna High	Band
Freytag, James Edward	Oakland Middle	Band
George, Michael	Oakland Middle	Band
Lawson, Tonya	Oakland Middle	Band
Sharpe, Wilson	Oakland Middle	Band

G. SIOP Training Stipend:

NAME	SUBJECT	SCHOOL
Sean Holt	Geometry	Blackman High
Michelle Keating	Algebra II	Blackman High
Sean Picklesimer	US History	Blackman High
Jessica Nadeau	English I	Blackman High
Paige Suttles	English II	Blackman High
Emily Harris	Biology	Blackman High
Jacob Breed	Algebra I	Blackman High
Autumn LaBossiere	English II	LaVergne High
Marlee Gately	Algebra I	LaVergne High
Christian James	US History	LaVergne High
Tucker Dowell	Algebra II	LaVergne High
Ryan Flynn	Geometry	LaVergne High
Alexandria Symonette	English I	LaVergne High
Sonji Newman	Biology	LaVergne High
Megan Liddle	US History	Oakland High
Ashley Moore	Algebra I	Oakland High
Angela Schenck	Algebra II	Oakland High
Justin Stanford	Biology	Oakland High
Kelsey Hollis	English II	Oakland High
Lesley Sweeton	English I	Oakland High
Madison Colburn	Geometry	Oakland High
Katherine Edwards	English II	Riverdale High
Ashley Gereben	Biology	Riverdale High
Amanda Carroll	English I	Riverdale High
Justin McClain	Algebra II	Riverdale High

Dare Keech	Geometry	Riverdale High
Sabrina Reed	Algebra I	Riverdale High
Hailey Lambert	US History	Riverdale High
Christine Tennyson	ESL	Riverdale High
Brigitte Bardwell	Algebra II	Rockvale High
Erica Salmons	English II	Rockvale High
Jeanne Bradshaw	English I	Rockvale High
Ashley Couture	US History	Rockvale High
Hannah Belcher	Geometry	Rockvale High
Amy Taylor	Biology	Rockvale High
Lauren Ward	Algebra I	Rockvale High
Linda Long	English II	Siegel High
Shannon Dillard	Biology	Siegel High
Misty Naran	Algebra I	Siegel High
Mindy Montry	US History	Siegel High
Joan Oxley	English I	Siegel High
Sapnesh Naran	Algebra II	Siegel High
Lauren Rich	Geometry	Siegel High
Laurelle Campbell	English II	Smyrna High
Robyn Evans	Geometry	Smyrna High
Ryan Collier	US History	Smyrna High
Jack Crites	Algebra I	Smyrna High
Kaitlyn Bell	English I	Smyrna High
Madison Socks	Biology	Smyrna High
Gracy Lanier	Algebra II	Smyrna High
Lia Beachboard	ESL/Math	Smyrna High
Jesse Maust	English II	Stewarts Creek High

Jon Ruttenbutter	Geometry	Stewarts Creek High
Terra Carter	English I	Stewarts Creek High
Kevin Forster	Algebra II	Stewarts Creek High
Terri Stein	Algebra I	Stewarts Creek High
Ruth Murphy	Biology	Stewarts Creek High
Monica McKinney	History	Stewarts Creek High

Motion made by Ms. Sharp and seconded by Mrs. Darby, to approve the consent agenda as presented.

**Vote: All yes
Motion passes.**

7. PUBLIC COMMENT*

Bobbie Dillman- Ms. Dillman prayed over the Rutherford County School District, the students, RCS Leadership and School Board members.

**Public comment requests to address the Board must be provided in writing to the Director of Schools' office no later than noon (12:00 p.m.) on the day of the meeting by completing the Public Comment Form. Speakers will have three (3) minutes to speak.*

8. GUEST SPEAKERS

Board Meeting: Scott Kinney, of Oakland Middle School, shared his experiences from JazzFest.

Mr. Kinney, Band Director at OMS, spoke about the history of JazzFest. He shared that most RCS middle schools have jazz ensembles and students gain so much confidence through the experience. He is incredibly grateful to the board members, Dr. Lindsey Halford for her leadership and guidance, the Fountains at Gateway and community members for supporting the arts in Rutherford County Schools.

9. RUTHERFORD PROUD

RCS Novice Teacher Award Winners

The Tennessee Department of Education has launched a new award designed to celebrate and recognize the wealth of excellent novice teachers in Tennessee. Winners from each CORE region and major municipals will be recognized at the August Educators of Excellence event in Nashville.

To be considered for the state-level award, a Novice Teacher of the Year candidate must:

- Be a full-time, certified, in good standing, pre-K–12 teacher in a state-accredited public or charter school in Tennessee at each stage of the recognition process (school, district, region, grand division, state, and national levels),
- Spend the majority of the school day in direct instruction to students,
- Have completed more than 10 months and less than 30 months in Tennessee public or charter school classroom, and
- Be responsible for the assessment of students, assignment of grades, preparation of lesson plans, parent-teacher conferences, discipline, attendance, and other daily educational tasks.

For Rutherford County Schools, three teachers have been selected to represent the district for the regional competition:

Elementary: Abby Haley, Brown’s Chapel Elementary School

Middle: Sierra Perry, Smyrna Middle School

High: Alexa Norsby, Smyrna High School

10. LEGAL (TAB 2)

I. Town of Smyrna Parks and Recreation Yearly Lease Renewal

Town of Smyrna Parks and Recreation currently leases 35 acres behind Smyrna Elementary School. The current lease is set to expire August 31, 2024; however, the lease allows the Town of Smyrna to request a one-year extension. The Town has made that request, which if approved, would extend the lease expiration date to August 31, 2025.

Motion made by Mrs. Rosales and seconded by Mr. Tidwell, to approve the Town of Smyrna Parks and Recreation Yearly Lease Renewal as presented.

Vote: All yes

Motion passes.

II. Out of County Transfer Student

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for distributing edibles to other students.

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.

Motion made by Mrs. Darby and seconded by Mrs. Rosales, to deny the admission of this Out of County Transfer Student as presented.

Vote: All yes
Motion passes.

11. TRANSPORTATION (TAB 3)

I. Upgrade Bus GPS to Samsara GPS at a cost of \$117,192.00 for installation and hardware.

Reoccurring licensing of \$63,611.00 beginning the second year. Funding is currently available. Samsara GPS is compatible with our current Edulog Routing System.

Motion made by Mrs. Rosales and seconded by Mr. Young, to approve purchase of the Samsara GPS from the Tennessee State Bid in the amount of \$117,192.00 for installation and hardware. Plus, reoccurring licensing of \$63,611.00 beginning the second year as presented.

Vote: All yes
Motion passes.

At Mrs. Darby's request, Mr. Lee stated at the next board meeting, he will include a request and motion to purchase of cameras, GPS, installation, and licenses for all activity buses.

Board Work Session

We own seventy (70) activity buses, here are the equipment estimates:

\$23,262.22- GPS

\$12,722.22- Licenses

\$208,440.52- Camera variable upgrades

II. Summer Camp Transportation

The Transportation Department will be providing bus services to support the Summer Camp program. Contractors will be paid at a daily rate of \$450 for 19 scheduled days of Summer Camp.

Motion made by Mrs. Rosales and seconded by Mr. Tidwell, to approve the Rutherford County Schools Bus Summer Camp Agreement as presented.

Vote: All yes
Motion passes.

12. ENGINEERING AND CONSTRUCTION (TAB 4)

I. Request for Greenhouse at Holloway High: Rutherford County Schools Career & Technical Education Department is proposing the construction of 1- 30'x 60' Quonset-style educational greenhouse for the Holloway High CTE program. The CTE Department will be paying for the site preparation, erection of a new greenhouse, and installation of necessary utilities using the Tennessee Innovative School Models Grant. We would like to purchase the greenhouse and release an RFP to hire a contractor to do the site work and installation of utilities, once the greenhouse has been constructed. This project will be funded through the Tennessee Innovative

School Models Grant. Engineering and Construction has reviewed the request and has no objection.

Motion made by Mr. Tidwell and seconded by Mrs. Rosales, to approve the CTE request for HHS greenhouse construction as presented.

Vote: All yes

Motion passes.

II. Request for a Culinary Bistro renovation at Blackman High: Rutherford County Schools Career & Technical Education Department is proposing the renovation of Room B-04 (Culinary Bistro) into the BHS Culinary Arts Bakery and Pastry Lab as part of the BHS CTE Culinary Arts program. The RCS CTE Department will be paying for the demolition and installation of commercial kitchen flooring, new access from the bakery into culinary arts classroom B-01 and B-03, bakery equipment, appliances, as well as any necessary permits, plans or fees. This project will be funded through the Tennessee Innovative School Models Grant. Engineering and Construction has reviewed the request and has no objection.

Motion made by Mrs. Rosales and seconded by Ms. Sharp, to approve the CTE Blackman High Bistro request as presented.

Vote: All yes

Motion passes.

III. Request for a RHS Greenhouse: Rutherford County Schools Career & Technical Education Department is proposing the construction of 1 -30'x 96' educational greenhouse for the Riverdale High CTE Agriculture program. The CTE Department will be paying for the demolition of existing greenhouses, erection of a new greenhouse, and installation of necessary utilities using the Tennessee Innovative School Models Grant. We would like to purchase the greenhouse and release a RFP to hire a contractor to do the demolition of existing facilities, and the installation of utilities, once the greenhouse has been constructed. Engineering and Construction has reviewed the request and has no objection.

Motion made by Mrs. Rosales and seconded by Mr. Tidwell, to approve the CTE RHS request for construction of the RHS Greenhouse as presented.

Vote: All yes

Motion passes.

IV. Request for a RHS Metal Barn: Rutherford County Schools Career & Technical Education Department is proposing the construction of 1 - 40' x 60' wood frame metal barn for the Riverdale High CTE Agriculture program. The CTE Department will be paying for the barn package, as well as the necessary utilities of electricity and water, using the Tennessee Innovative School Models Grant. We would like to purchase and install the barn, then release a RFP to hire a contractor to do the installation of utilities. Engineering and Construction has reviewed the request and has no objection.

Motion made by Mr. Tidwell and seconded by Mrs. Darby, to approve the CTE RHS request for construction of the Metal barn as presented.

Vote: All yes

Motion passes.

V. Request for Irrigation at Rockvale Middle School: Principal Kelly Newberry is requesting to install a practice field irrigation system. Engineering and Construction is reviewing the requested tie in location and overall functional viability of the request. The requested system is at a cost of \$9,052.00 and will be funded through the school athletic department funds. The request is at no cost to the Board. Engineering has not completed their analysis, but request approval pending final review.

Motion made by Mrs. Darby and seconded by Ms. Sharp, to approve the RMS irrigation request after Engineering's final analysis as presented.

Vote: All yes

Motion passes.

13. FINANCIAL MATTERS (TAB 5)

FY 24/25 General Purpose School Fund 141 Revision

This revision reduces the original approved amount of expenditure account 99100-590- Transfers to Other Funds from \$5,378,184 to \$3,367,837. Next, an amount of \$8,026,166 for the state approved charter school will be budgeted into 99100-595- TISA on Behalf. Revenue code 46510- TISA will be reduced by \$8,026,166 and revenue code 46513- TISA on Behalf will be increased by that amount. This will increase the deficit amount of the 39000- Unassigned Fund Balance account by \$6,015,829 for a total amount of \$11,394,013. This revision is required to accurately reflect the amount of funds RCS will have to transfer to approved Rutherford County charter schools.

Motion made Mrs. Rosales and seconded by Mrs. Darby, to approve the FY24-25 Fund 141 GPS revision as presented.

Vote: All yes

Motion passes.

14. INSURANCE

Nothing new to report.

15. FINANCIAL REPORT

Nothing new to report.

16. DIRECTOR'S UPDATE

Dr. Martin stated RCS will close out tomorrow with a two (2) hour day. Report cards will be distributed along with test scores. We are gearing up for High School credit recovery and summer learning camps and the upcoming school year. She expressed her gratitude towards RCS leadership, teachers and support staff that make RCS a success for our students and community.

Mrs. Bratton reminded the Board about the Health and Education Meeting being held on Tuesday night at 5:30pm. Dr. Sullivan, our Director of Schools, will be presenting the budget to the County Commission on May 28th and invited the Board to attend for support.

17. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Nothing new to report.

18. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Nothing new to report.

19. GENERAL DISCUSSION

Motion made by Mr. Young and seconded by Mrs. Rosales, to have Jeff Read investigate the process of our legal rights and options for suing our state funding body regarding the funding of state approved charter schools.

Roll Call Vote:

Mr. Young: Yes

Mr. Tidwell: No

Mrs. Darby: No

Ms. Sharp: No

Mrs. Rosales: Yes

Mrs. Bratton: Yes

Vote: Tied

Motion fails.

20. ADJOURNMENT

Motion made by Mrs. Darby and seconded by Mrs. Rosales, to adjourn the meeting at 6:44 P.M.

Approval of Agenda Minutes

Shelia Bratton, RCS BOE Chairman

Date

Dr. James Sullivan, RCS Director of Schools

Date

Rutherford County School Board Meetings and exact conversations are recorded and may be found at the following link: <https://www.youtube.com/playlist?list=PL7CB325821E536E8D>. Board Meeting minutes are provided as a supplement to the recording.

Bid # 3752
Kitchen Hood Inspections

Item No.	Description	Advanced Facility Services	Jarrett Fire Protection	Koorsen Fire & Security
1	Semi-Annual Inspection Cafeterias	\$ 47.50	\$ 200.00	\$ 95.00
2	Semi-Annual Inspection Culinary	\$ 47.50	\$ 200.00	\$ 760.00
3	Hourly Rate for Repairs	\$ 47.50	\$ 90.00	\$ 100.00
4	Percentage Off Parts	32%	15%	35%

Mailed to 18 vendors
 15 vendors did not respond

Recommend: Motion to award to Advanced Facility Service for overall lowest and best bid.

To be funded through School Nutrition, CTE, and Maintenance Departments

Bid #3753 - Ice Cream

Item No.	Item Description	Part #	Murfreesboro Pure Milk Unit Price
1	Cookie & Cream	633601	\$ 0.8000
2	LF Can Cup	670131	\$ 0.5300
3	LF Choc Cup	670137	\$ 0.5300
4	LF Strawberry Cup	670138	\$ 0.5300
5	Orange Sherbert Cup	670139	\$ 0.5300
6	Fudge Bar	673370	\$ 0.4500
7	Orange Cream Bar	673371	\$ 0.4500
8	LF Sandwich	673393	\$ 0.4500
9	Crumble Cooke Cone	630638	\$ 0.6800
10	Birthday Cake Cone	630640	\$ 0.6800
11	Sour Cyclone Cup	630644	\$ 0.6800
12	Polar Pole Rainbow	670632	\$ 0.6500
13	Cotton Candy Bar	670634	\$ 0.5000
14	Sour Cherry Bar	670635	\$ 0.5000
15	Strawberry Shortcake Bar	670637	\$ 0.5800
16	Crumbled Cookie Bar	670643	\$ 0.6300

Mailed to 9 vendors

8 vendors did not respond

Recommend: Motion to award to Murfreesboro Pure Milk for overall lowest and best bid.

To be funded through the School Nutrition Department

Bid #3754
Milk and Dairy Products

Item No.	Item #	Items and Specifications	Purchase Unit	Murfreesboro Pure Milk Firm Unit Price
1	913	Milk 1%	50	\$ 0.335
2	910	Milk 1% Chocolate	50	\$ 0.345
3	923	Milk 1% Strawberry	50	\$ 0.335
4	906	Skim Milk	50	\$ 0.325
5	103	Milk 1% Gallon	1	\$ 4.25
6	100	Whole Milk Gallon	1	\$ 4.75
7	1351	Orange Juice 4oz	75	\$ 0.300
8		Grape Juice 4oz	70	\$ 0.300
9		Apple Juice 4oz	70	\$ 0.300

Mailed to 9 vendors
1 vendors did not respond

Recommend: Motion to award to Murfreesboro Pure Milk for overall lowest and best bid.

To be funded through the School Nutrition Department

Bid #3755
Sprinkler and Back Flow Inspections

Item No.	Description	Chief Facility Defense	Global Fire Sprinklers, LLC	Ironsmith Fire, LLC	Jarrett Fire Protection, LLC	Koorsen Fire & Security	Servant Fire Protection
1	Inspection of 36 schools	\$ 8,500.00	\$ 21,170.00	\$ 30,850.00	\$ 13,935.00	\$ 26,400.00	\$ 15,925.00
2	Back Flow Inspections	\$ 45.00	\$ 2,125.00	\$ 6,300.00	\$ 2,835.00	\$ 5,785.00	\$ 4,095.00
3	Hourly Rate for Repairs	\$ 75.00	Fitter \$115 /Apprentice \$90	One Man \$85/ Two Men \$140	\$ 100.00	\$ 145.00	\$ 70.00
4	Overtime Hourly Rate for Repairs	\$ 125.00	Fiter \$170 /Apprentice \$130	One Man \$120/ Two Men \$205	\$ 150.00	\$ 218.00	\$ 100.00
5	Percentage Off List Price for Parts	35%	5%	45%	15%	35%	35%

Mailed to 20 vendors

14 vendors did not respond

Recommend: Motion to award to Chief Facility Defense for overall lowest and best bids.

To be funded through the Technology and Maintenance Departments.

Request to Purchase:

ESL Department recommends renewing the yearly contract with Seesaw, Inc. for the 2024-2025 school year.

All to be funded through General Purpose Funding



Order Form Number: Q-29419

Seesaw, Inc.
548 Market Street
PMB 98963
San Francisco, CA 94104 US
Billing: ar@seesaw.me

Bill To
Rutherford County School District
2240 Southpark Dr
Murfreesboro Tennessee 37128

End User
Rutherford County School District

Contract Summary	
Order Form Number: Q-29419	Payment Terms: Net 30
Expiration Date: August 25, 2024	Billing Frequency: Upfront
Contract Start Date: August 1, 2024	Contract End Date: July 31, 2025
Contract Subscription Term: 12.0 months	
Contract Notes: Quote for 2,500 students	
	Grand Total: USD 20,001.00

Product Name	Description	Subtotal
Seesaw for Schools	Engaging multimodal learning tools that allow students to show what they know (photo, video, audio, drawing, and more). Comprehensive subject coverage to supplement your core-curriculum with thousands of ready-to-teach, standards and curriculum aligned PreK-6 lessons in the Seesaw Library. A School & District Library to input content you already use and leverage Seesaw's multimodal tools.	USD 20,001.00
TOTAL:		USD 20,001.00

For more information on funding resources, please review our [Funding Guide](#).



Order Form Number: Q-29419

Key Contacts

Admin Sponsor

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress

Name: _____ Email: _____
Title: _____ Phone: _____

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract

Name: _____ Email: _____
Title: _____ Phone: _____

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: _____ Email: _____
Title: _____ Phone: _____

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: _____ Email: _____
Title: _____ Phone: _____

School Address

Address: _____ City: _____
State: _____ Zip/Post Code: _____

Purchase Order Information

PO Number
(if
required): _____



Tax Information

Is your school or district tax exempt?

If yes, please provide your tax ID
number

Terms and Conditions

Upon signing by Customer and submission to web.seesaw.me or your sales representative, this Order Form shall become legally binding unless this Order Form is rejected by Seesaw Learning, Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

Sales and use tax, if applicable, will be shown on your invoice. Tax exempt customers will be asked to provide proof of exemption. Total amount does not include sales/value added/applicable withholding taxes as required by local jurisdiction. If Seesaw is responsible for collecting and remitting taxes, the taxes will be invoiced to customer, unless customer provides Seesaw with a valid tax exemption certificate authorized by the appropriate taxing authority.

This Order Form is governed by the terms of the Seesaw Learning, Inc. Master Services Agreement ("Agreement") found [here](#) unless (i) Customer has a written master services agreement executed by Seesaw Learning, Inc. for the Services, in which case such written subscription agreement will govern or (ii) otherwise set forth herein. By signing below, the parties agree to be bound by the Agreement.

Customer

Seesaw Learning, Inc.

Company: _____

Signature: _____



Order Form Number: Q-29419

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

Name: _____
Title: _____
Date: _____

Request to Purchase:

The following company is recommended for the 2024-2025 yearly renewal for the Professional Development Center:

Power School (Performance Matters) Professional Development Management System in the amount of \$54,480.34

All to be funded through General Purpose Funding

Sales Quote - This is Not An Invoice

Prepared By: Julie Belleau-Lindemann - Inactive
 Customer Name: Rutherford County School District
 Contract Term: 12 Months
 Start Date: 18-JUL-2024
 End Date: 17-JUL-2025
 Billing Frequency: Annually

Customer Contact: Marcie Leeman
 Title: PD specialist
 Address: 2240 Southpark Boulevard
 City: Murfreesboro
 State/Province: Tennessee
 Zip Code: 37128
 Phone #: (615) 893-5815 ext 22069

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 18-JUL-2024 - 17-JUL-2025				
License and Subscription Fees				
PD Choice - Certificated License	1.00	User		USD 54,480.34

License and Subscription Totals: **USD 54,480.34**

Quote Total

Initial Term	18-JUL-2024 - 17-JUL-2025
Amount To Be Invoiced	USD 54,480.34

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

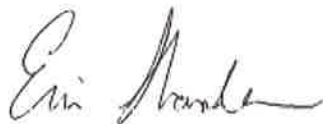
This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 17-AUG-2023

PO Number: _____

Rutherford County School District

Signature:



Printed Name: Dr. Kelly Chastain

Job Title: Chief Academic Officer

Date: 5/20/24

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department has received a letter dated 5/6/24 from Theresa Godbee, contractor of bus #116, 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 #116 from Theresa Godbee, effective as soon as possible.

May 6,2024

To Rutherford county school board and Transportation Dept
Attention: Wanda Barnett, Transportation, supervisor

This letter is to inform you that I am turning in the route for Bus 116, and also wave the 60 day time. So this will take affect on May24,2024

The driver can drive until the end of this pay cycle. The children have tore up the seats and marked with black markers on the seats and have put holes in the seats.15 seats damaged. I make sure every year that all of my seats have no tears, or holes in my seat covers to start a new year. Last year with this group of students at Meadowood Apartments Smyrna, Tennessee Smyrna Elementary students. I replaced 24covers this same group of kids that has caused trouble every year . I have lost three drivers because of how bad these children are. The sad part about it is the majority of the children are good. They listen and they behave. There are 5 to 6 students that do anything from climb over the seat pose in the seats, draw pictures of genitals, and write very nasty words for others to say I have bought many things to spray and trying to keep it off the seats, but it's back on there immediately. School knows about it. They even had the resource officer to ride on the bus how many occasions. her response was I don't know how you do it. There's no way I would put up with this every day but yet nothing is ever done about it. They get pat on the head and told him they have to behave. That doesn't work. they have no fear of anything. They will tell you to your face, you can't do anything to me. The school can't do anything to me so I will do what I want to do. Along with a few choice words. I hope something can be done about this or whoever gets this route will have extreme difficulty I've been doing this 40 years. my husband that drives to Bus has been doing it 22 years so we are not new drivers we end up with it because no one will drive it. I hope the board can come up with some solution that will help bring this county back to what it used to be, I've seen many changes and none of them for the good as far as The students behavior is concerned it needs to go back to the policy. We used to have years ago. First you get a warning second you're put off the bus for two days third you're off the bus for a week after that you're off the bus for the rest of the year, we didn't have this trouble back then everybody knew the consequences what would happen if they misbehaved.

Thank you for your time in this matter. Thank you,Theresa Godbee

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department has received a letter from Jobie Givens, contractor of bus #3, requesting voluntary transfer of his contract with the Rutherford County Board of Education. He has requested the contract be transferred to his nephew, Timothy Black. Timothy Black is in good standing with the Transportation Department. The Transportation Department is prepared to award this contract to Timothy Black if approved.

Recommend Approval – motion to approve voluntary transfer of the Bus Contract #3 to Timothy Black.

Dear School Board Members My Name
is Joseph Rivers I have been driving Bus No 3
for 52 years 25 years ago I promised My
Nephew Timmy Black who drives Bus No 19
That when I wanted to give My Route up
That I would have it if possible.
So I am asking you if it is possible
to allow Timmy Black to have Route No 3
Joseph H. Rivers

P.S. If Timmy can't have it I am
not planning on giving it up I would like to keep
it in the Family
Thank you

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department has received a letter from Eric Powell, contractor of bus #63, requesting voluntary transfer of his contract with the Rutherford County Board of Education. He has requested the contract be transferred to his wife, Whitney Powell. Whitney Powell is in good standing with the Transportation Department. The Transportation Department is prepared to award this contract to Whitney Powell if approved.

Recommend Approval – motion to approve voluntary transfer of the Bus Contract #63 to Whitney Powell.

3/11/2024

To Whom It May Concern:

I am writing to inform you, with your permission, I plan to transfer my RCS Bus Contract into my wife's name, Whitney Powell. Whitney has been faithfully driving our bus daily since 2018 and has dealt with all bus related business herself during that time. Making Whitney the contractor and primary contact for Bus 63 will speed up communications between the transportation department, parents and her by taking the middle man, me, out. Although I will continue to be her back up driver if needed, my primary focus needs to be on our other business. I am confident in her abilities to carry out the contract obligations and agreements. Should you need any additional information or have questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'EJ Powell', with a stylized flourish at the end.

Eric J. Powell

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department has received a letter from Mary Richardson, contractor of Sped bus 02 and 07, requesting voluntary transfer of her contract with the Rutherford County Board of Education. She has requested the contract be transferred to her daughter, Sherri Barzola. Sherri Barzola is in good standing with the Transportation Department. The Transportation Department is prepared to award this contract to Sherri Barzola if approved.

Recommend Approval – motion to approve voluntary transfer of the Bus Contracts Sped 02 and Sped 07 to Sherri Barzola.

To Rutherford County School Board:

I, Mary Richardson, am writing to inform you of my intent of stepping down as an owner and operator of my school bus routes (SPED 02 and 07) . I would like for my daughter, Sherri Barzola to become the new owner of these 2 school bus routes. She is currently driving bus 01 for Cindy Young.

Thank you,

Mary Richardson

Mary Richardson
5/6/24

**Rutherford County Schools Online Teaching Contract
Spring 2025**

Name: _____

Date: _____

Position Title: Rutherford County Online Instructor

Regular School Assignment : _____

Course(s): _____

Teacher Pay:

Pay is for an eight-week course period as follows:

- a) Teachers will receive a base pay for the first course per term of \$500. A term is defined as one eight-week session where students can earn a ½ credit. Terms may be extended for grading purposes on an as-needed basis if there are registered students with a 504 or Individualized Education Program. Students may also request a one-week extension at the cost of \$50. Teachers will receive a rate of \$50 per week for any term extensions.
- b) If a teacher is teaching more than one course in the same term, the teacher will receive an additional base pay of \$100 per course.
- c) Additionally, teachers will receive a payment of \$125 per student per term.
- d) In the instance of a teacher creating a new online course, the teacher will be paid \$2,500 per ½ credit upon its approved completion.

The term dates for the 2025 spring sessions are:

Term 3 (½ Credit) : January 21 - March 14, 2025	Term 4 (½ Credit): March 17 - May 9, 2025
---	---

If a teacher finds it necessary to discontinue teaching an online course during that teaching period, and another teacher is hired to complete the course for the student(s), the original teacher and the replacement teacher pay will be prorated for the number of weeks each teacher has worked. The original teacher must notify the RCS Online Learning Specialist if they need to resign, or any pay will be forfeited for time served.

Teaching Responsibilities:

I have read and understand this contract and the RCS Online Faculty Handbook and agree to its requirements and responsibilities. I am available to teach in the terms outlined for my course(s) on the attached schedule of course offerings for the 2025 spring sessions.

Teacher Signature: _____

Date: _____

Print Name: _____

RCS Email Username: _____

Rutherford County Schools Online Teaching Contract

Fall 2024

Name: _____

Date: _____

Position Title: Rutherford County Online Instructor

Regular School Assignment : _____

Course(s): _____

Teacher Pay:

Pay is for an eight-week course period as follows:

- a) Teachers will receive a base pay for the first course per term of \$500. A term is defined as one eight-week session where students can earn a $\frac{1}{2}$ credit. Terms may be extended for grading purposes on an as-needed basis if there are registered students with a 504 or Individualized Education Program. Students may also request a one-week extension at the cost of \$50. Teachers will receive a rate of \$50 per week for any term extensions.
- b) If a teacher is teaching more than one course in the same term, the teacher will receive an additional base pay of \$100 per course.
- c) Additionally, teachers will receive a payment of \$125 per student, per term.
- d) In the instance of a teacher creating a new online course, the teacher will be paid \$2,500 per $\frac{1}{2}$ credit upon its approved completion.

The term dates for the 2024 fall sessions are:

Term 1 ($\frac{1}{2}$ Credit) : August 19 – Oct 18, 2024	Term 2 ($\frac{1}{2}$ Credit): October 21 – December 13, 2024
---	--

If a teacher finds it necessary to discontinue teaching an online course during that teaching period, and another teacher is hired to complete the course for the student(s), the original teacher and the replacement teacher pay will be prorated for the number of weeks each teacher has worked. The original teacher must notify the RCS Online Learning Specialist if they need to resign, or any pay will be forfeited for time served.

Teaching Responsibilities:

I have read and understand this contract and the RCS Online Faculty Handbook and agree to its requirements and responsibilities. I am available to teach in the terms outlined for my course(s) on the attached schedule of course offerings for the 2024 fall sessions.

Teacher Signature: _____

Date: _____

Print Name: _____

RCS Email Username: _____

**Rutherford County Schools Online Teaching Contract
Summer 2025**

Name: _____

Date: _____

Position Title: Rutherford County Online Instructor

Regular School Assignment: _____

Online Course(s): _____

Teacher Pay:

Pay is for an eight-week course period as follows:

- a) Teachers will receive a base pay for the first course per term of \$500. A term is defined as one four-week session where students can earn a $\frac{1}{2}$ credit. Terms may be extended for grading purposes on an as-needed basis if there are registered students with a 504 or Individualized Education Program. Students may also request a one-week extension at the cost of \$50. Teachers will receive a rate of \$50 per week for any term extensions.
- b) If a teacher is teaching more than one course in the same term, the teacher will receive an additional base pay of \$100 per course.
- c) Additionally, teachers will receive a payment of \$125 per student, per term.
- d) In the instance of a teacher creating a new online course, the teacher will be paid \$2500 per $\frac{1}{2}$ credit upon its approved completion.

The term date contracted for the 2025 summer session(s):

Term 1 ($\frac{1}{2}$ Credit) : June 2 – June 27, 2025	Term 2 ($\frac{1}{2}$ Credit) : June 30 – July 25, 2025
---	--

If a teacher finds it necessary to discontinue teaching an online course during that teaching period, and another teacher is hired to complete the course for the student(s), the original teacher and the replacement teacher pay will be prorated for the number of weeks each teacher has worked. The original teacher must notify the RCS Online Learning Specialist if they need to resign, or any pay will be forfeited for time served.

Teaching Responsibilities:

I have read and understand this contract and the RCS Online Faculty Handbook and agree to its requirements and responsibilities. I am available to teach in the terms outlined for my course(s) on the attached schedule of course offerings for the 2025 summer sessions.

Teacher Signature: _____

Date: _____

Print Name: _____

RCS Email Username: _____

RUTHERFORD COUNTY BOARD OF EDUCATION

JOB DESCRIPTION

Job Title:	Career and Technical Education Curriculum Specialist
Term of Employment:	Twelve Months
Immediate Supervisor:	CTE Coordinator

POSITION DESCRIPTION:

- The Career and Technical Education (CTE) Curriculum Specialist will, under the direction and supervision of the CTE Coordinator, administer and coordinate a comprehensive career and technical education program in Rutherford County Schools.
 - Provide leadership and support to career and technical personnel and school administrators to increase education, training, and experience requirements to promote student and parent awareness of industries expected to see the greatest growth in the future.
 - The CTE Curriculum Specialist will assist in the implementation of new and updated CTE programs as needed.
-

ESSENTIAL DUTIES:

- Coordinate, coach, evaluate, mentor, and train CTE Occupational and CTE Academic teachers in the Rutherford Teach Now program.
- Coordinate and monitor social media CTE campaigns and weekly updates.
- Assisting in providing leadership for an advisory council consisting of teachers, administrators, and community members to discuss concerns, projects, and partnerships that would benefit the career and technical education program.
- Work with teachers and principals in a leadership role using initiative to take charge of a situation as appropriate in working with new teachers.
- Maintain up-to-date programs of study, national standards, and research information on career and technical education initiatives, and works in progress. Disseminate the information to the appropriate personnel.
- Conduct and/or facilitate staff development sessions and in-services for teachers and administrators as determined by a needs assessment, current trends, new policies and procedures, textbook adoption etc.

- Lead/Assist the CTE textbook adoption process, as needed.
 - Assist CTE teachers with Career and Technical Student Organization implementation and activities.
 - Monitor and assist CTE teachers with equipment and technology needs within their program of study.
 - Manage CTE technology and application subscriptions.
 - Carry out any additional assignments, duties, and responsibilities as directed by the CTE Coordinator.
-

QUALIFICATIONS:

- Hold a current Tennessee license with an endorsement in any career and technical education area.
 - Preference is given to candidates who possess a master's degree in Curriculum & Instruction or Administration & Supervision.
 - Preference is given to successful teaching and/or administrative experience in any career and technical education area.
 - Have a broad understanding of the Rutherford County CTE Programs of Study.
 - Meet health, physical, and background check requirements.
-

EVALUATION:

Conducted by the CTE Coordinator in accordance with the Rutherford County Board of Education policy on evaluation of certified personnel.

REAL ESTATE PURCHASE AGREEMENT
(Approximately 112.52 Acres on Stewart Creek Rd, Murfreesboro, TN)

THIS AGREEMENT is made as of the _____ day of _____, 2024 ("Effective Date"), between the Carl Brewer Family Limited Partnership, L.P. a/k/a Robert Carl Brewer Family Limited Partnership, L.P. ("Seller"), and the Rutherford County Board of Education ("Buyer").

Background

Buyer wishes to purchase real property on 2418 Stewart Creek Rd, Murfreesboro, Rutherford County, Tennessee consisting of approximately 112.52 acres, more or less, owned by Seller, as more particularly shown on Exhibit "A", being all of Tax Map 72, Parcel 047.00, together with all appurtenant easements for ingress, egress and utilities, and other appurtenances thereto, together with all trade names, franchises, licenses, permits, development rights and approvals, deposits, credits, petroleum and mineral interests and royalties, water rights and other intangibles owned or utilized by or for the benefit of Seller in connection therewith (the "Property").

Seller wishes to sell the Property to Buyer;

In consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars (\$10.00) paid to Seller by Buyer, the receipt of which is hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to purchase the Property from Seller, subject to the following terms and conditions:

1. PURCHASE PRICE AND PAYMENT

1.1 Purchase Price; Payment. The total Purchase Price for the Property shall be determined by multiplying Fifty-Six Thousand Six Hundred Twelve and 00/100 Dollars (\$56,612.00) per acre based on a survey to be obtained by Buyer ("Purchase Price"). The Purchase Price shall be paid in cash at closing.

1.2 Earnest Money Deposit. An earnest money deposit in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) ("Earnest Money Deposit") shall be deposited with Escrow Agent by Buyer within three (3) business days after the Effective Date. All deposits made as earnest money shall be deemed included within the meaning of the term Earnest Money Deposit for all purposes. The Earnest Money Deposit shall be held as specifically provided in this Agreement and shall be applied to the Purchase Price at Closing.

1.3 Prorations. Ad valorem taxes and matters of income and expense, if any, and other items customarily prorated in transactions of this kind shall be prorated as of midnight of the day preceding the Closing Date. In the event the Property has been assessed for property tax purposes at such rates or with exemptions that would result in additional taxes and assessments for prior tax years or for the Closing tax year being assessed because of supplemental taxes resulting from delayed assessments or other causes, including without limitation Buyer's change in land usage or the change in ownership of the Property attributable to Buyer's acquisition of the Property (known variously as "rollback", "agricultural recoupment" or "school board revaluation" taxes), Seller shall pay all such taxes and assessments when due, prorated as of midnight of the day preceding the Closing Date.

1.4 Closing Costs.

(a) Seller shall pay:

- (1) For the costs to prepare the Warranty Deed; and
- (2) Seller's attorneys' fees.

- (b) Buyer shall pay:
- (1) Any transfer taxes on the deed;
 - (2) The costs of the title insurance;
 - (3) The costs of any Phase I environmental site assessment to be obtained by Buyer, if any;
 - (4) The costs of a Survey of the Property;
 - (5) The costs of recording the deed; and
 - (6) Buyer's attorneys' fees.

2. INSPECTION PERIOD AND CLOSING

2.1 Inspection Period. Buyer shall have an Inspection Period which begins on the next business day following the date upon which the Agreement, fully executed by Seller, Buyer and Escrow Agent, has been received by Buyer (the "Effective Date") and ends at midnight one hundred eighty (180) days later ("Inspection Period"). Buyer shall have the Inspection Period within which to physically inspect the Property, to conduct its due diligence and to inspect all books, records and accounts of Seller related thereto. Buyer and Buyer's officers, employees, consultants, attorneys and other authorized representatives, shall have the right to reasonable access to the Property and to all records of Seller related thereto (including without limitation title information, surveys, environmental assessment reports and other information concerning the condition of the Property), at reasonable times during the Inspection Period for the purpose of inspecting the Property, taking soil and ground water samples, conducting hazardous materials and wetlands inspections, tests and assessments, reviewing the books and records of Seller concerning the Property and otherwise conducting its due diligence review of the Property. Buyer hereby agrees to indemnify and hold Seller harmless from any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer or its agents or contractors. Seller shall cooperate with and assist Buyer in making such inspections and reviews and in obtaining any governmental approvals of its contemplated use of the Property. Seller shall make available to Buyer such of the foregoing as may be in Seller's possession in order to facilitate Buyer's due diligence. Seller shall give Buyer any authorizations which may be required by Buyer in order to gain access to records or other information pertaining to the Property or the use thereof maintained by any third party, governmental or quasi-governmental authorities or organizations. The indemnities contained in this section shall survive the termination of this Agreement. If Buyer does not obtain approval from Rutherford County prior to the end of the Inspection Period, Buyer shall have the right to extend the Inspection Period two (2) times for periods of sixty (60) days each.

2.2 Buyer's Termination Right. Within the Inspection Period, Buyer may, in its sole discretion, for any reason or for no reason, elect whether or not to go forward with this Agreement to Closing, which election shall be made by notice to Seller given within the Inspection Period. If such notice is not timely given, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder, except any which expressly survive termination, shall terminate, whereupon Escrow Agent shall forthwith return to Buyer the Earnest Money Deposit. If such notice is timely given, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder (including without limitation their respective obligations to close the transaction), shall, subject to the terms and conditions hereof, become fully binding and the Earnest Money Deposit shall become nonrefundable except for the failure of a closing condition or the default of Seller hereunder.

2.3 Time and Place of Closing. The Closing for the seller shall take place at the offices of Rick Mansfield, agent for the seller, at 10:00 A.M. no later than thirty (30) days after the Rutherford County Commission approves funding and the Rutherford County Board of Education approves the purchase of the Property, or at such other time and place and in such manner as Seller and Buyer may agree.

3. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER

Seller warrants and represents as follows as of the date of this Agreement and as of the Closing and where indicated covenants and agrees as follows:

3.1 Title. Seller is the owner in fee simple of all of the Property.

3.2 Eminent Domain/Condemnation. No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

3.3 Environmental Matters. To the best of Seller's knowledge the Property does not now contain nor has the Property contained any underground storage tanks, material amounts of hazardous material or landfills. Seller has used no hazardous material at the Property nor has Seller permitted any other person to do so. To the best of Seller's knowledge the Property contains no wetlands, vegetation, animal species or significant historic/archaeological sites which are subject to special regulations or limitations under local, state or federal laws, regulations or orders.

3.4 Foreign Investment and Real Property Tax Act. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing Seller will execute and deliver to Buyer an affidavit regarding such matters. If Seller fails to execute and deliver such affidavit, Buyer may deduct and withhold from the Purchase Price such amounts as Buyer may be required to withhold in order to satisfy any of Buyer's tax withholding obligations under such statutes or regulations promulgated pursuant thereto.

3.5 Conveyance of Easements. For no additional cost to the Buyer, Seller shall grant the Buyer the following easements:

(a) Utility easements for water, sewer, electric, and gas utilities along, across, and through any remaining property of Seller at locations to be mutually agreed by Buyer and Seller, if reasonably needed for Buyer's intended use; and

(b) An easement for drainage of surface water along, across, and through any remaining property of Seller at a location to be mutually agreed by Buyer and Seller, if reasonably needed for Buyer's intended use.

(c) Road right of way on any remaining property of Seller for any improvements needed, if reasonably needed for Buyer's intended use.

4. POSSESSION; RISK OF LOSS

4.1 Possession. Possession of the Property will be transferred to Buyer at the conclusion of the Closing.

4.2 Risk of Loss. All risk of loss to the Property shall remain upon Seller until the conclusion of the Closing. If, before Closing, any material portion of the Property is damaged by casualty, or if any material portion of the Property is taken or threatened by eminent domain, or if there is a material

obstruction of access by virtue of a taking by eminent domain, Seller shall, within ten (10) days of such damage or taking, notify Buyer thereof and Buyer shall have the option to:

(a) terminate this Agreement upon notice to Seller given within ten (10) business days after such notice from Seller, in which case Buyer shall receive a return of the Earnest Money Deposit; or

(b) proceed with the purchase of the Property, in which event Seller shall assign to Buyer all Seller's right, title and interest in all amounts due or collected by Seller under applicable insurance policies or as condemnation awards. In such event, the Purchase Price shall be reduced by the amount of any insurance deductible to the extent it reduces the insurance proceeds payable.

4.3 USA Patriot Act.

(a) None of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "US Patriot Act").

(b) Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

5. TITLE MATTERS

Within ten (10) days after the Effective Date, Seller shall deliver to Buyer's counsel copies of any title information, including prior title policies and surveys, in Seller's possession. During the Inspection Period Buyer may order a title insurance commitment from a national title insurance company acceptable to it and a current survey from a reputable surveyor. Buyer will have thirty (30) business days after its receipt of both the title insurance commitment and survey within which to notify Seller in writing of any conditions, defects, encroachments or other objections to title or survey which are not acceptable to Buyer. Any matter disclosed by the title insurance commitment (other than liens removable by the payment of money) or by the survey which is not timely specified in Buyer's written notice to Seller shall be deemed a "Permitted Exception". Seller shall use reasonable and diligent efforts to cure all objections to title or survey by Closing. If such title defects and/or objections are not cured within said period, Buyer may (i) refuse to purchase the Property, terminate this Agreement and receive a return of the Earnest Money Deposit; or (ii) waive such objection(s) and close the purchase of the Property subject to them.

6. CONDITIONS PRECEDENT

6.1 Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to satisfaction or written waiver by Buyer of each of the following conditions or requirements on or before the Closing Date:

(a) The title insurance commitment shall have been issued and "marked down" through Closing, subject only to Permitted Exceptions.

(b) The physical and environmental condition of the Property shall not have materially changed from the Effective Date, ordinary wear and tear excepted.

(c) Buyer must be able to extend water and electric utilities to the boundary of the Property with adequate capacity for Buyer's proposed use of the Property.

(d) Soils must be suitable for a STEP sewer system with sufficient capacity for Buyer's planned use of the Property.

(e) Seller granting to the Buyer at no additional cost any right of way, gas, water, sewer, and/or electric utility line easements the Buyer determines are reasonably necessary for Buyer's planned use of the Property across Seller's remaining Property.

(f) Seller granting to the Buyer at no additional cost any drainage easements the Buyer determines are reasonably necessary for Buyer's planned use of the Property across Seller's remaining property.

(g) Seller granting to the Buyer at no additional cost any easements or sufficient property for road improvements from Seller's remaining property which the Buyer determines are reasonably needed for Buyer's planned use of the property as a school site.

(h) Approval of the purchase of the Property and funding for the purchase of the same by the Rutherford County Commission and Rutherford County Board of Education.

(i) Buyer receiving any easements from Seller which Buyer determines are reasonably needed for the Buyer's intended use of the Property.

(j) Approval of funding for the purchase of the Property by the Rutherford County Commission.

(k) Buyer shall have received the following in form reasonably satisfactory to Buyer:

(1) A warranty deed in proper form for recording, duly executed, witnessed and acknowledged, and insured by the title insurance company, so as to convey to Buyer the fee simple title to the Property, subject only to the Permitted Exceptions; and

(2) An owner's affidavit, non-foreign affidavit and such further instruments of conveyance, transfer and assignment and other documents as may reasonably be required by the title insurance company in order to effectuate the provisions of this Agreement and the consummation of the transactions contemplated herein; and

(3) Such other documents as Buyer or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

If any of the above contingencies are not satisfied to Buyer's satisfaction within Buyer's sole discretion, the Buyer may elect to either: (1) terminate this Agreement and receive a full refund of the Earnest Money Deposit; or (2) extend this Agreement by an additional thirty (30) days to give additional time to satisfy the contingency, or (3) waive the contingency and proceed to closing.

6.2 Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement are subject to Buyer having delivered to Seller at or prior to the Closing the balance of the Purchase Price and such other documents as Seller or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

7. BREACH; REMEDIES

7.1 Breach by Seller. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for Closing, Buyer may, at Buyer's

election (i) terminate this Agreement and receive a return of the Earnest Money Deposit, and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach; or (iv) in the case of a willful breach by Seller after Buyer has elected to go forward beyond the Inspection Period to Closing, Buyer may bring an action against Seller for damages, after notice to Seller of such willful breach and the expiration of a period of thirty (30) days from such notice, during which Seller shall have the opportunity to cure such willful breach.

7.2 Breach by Buyer. In the event of a breach of Buyer's covenants or warranties herein and the failure of Buyer to cure such breach within the time provided for Closing, Seller's sole legal and equitable remedy shall be to terminate this Agreement and retain Buyer's Earnest Money Deposit as AGREED LIQUIDATED DAMAGES for such breach, and upon payment in full to Seller of such Earnest Money Deposit, the parties shall have no further rights, claims, liabilities or obligations under this Agreement (except as survive termination). *BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON). SAID AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.*

8. MISCELLANEOUS

8.1 Commissions. Seller and Buyer represent to each other that neither Seller (in the case of Seller's representation) nor Buyer (in the case of Buyer's representation) has dealt with nor does it have any knowledge of any broker or other person who has or may have any claim against Seller, Buyer or the Property for a brokerage commission, finder's fee or like payment arising out of or in connection with this transaction other than Parks Village Nashville, LLC- Sam Coleman which shall be paid a two (2) percent commission by Seller pursuant to a separate agreement. Buyer agrees to indemnify and hold Seller harmless from any other such claim arising by, through or under Buyer, and Seller agrees to indemnify and hold Buyer harmless from any other such claim arising by, through or under Seller.

8.2 Notices. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below:

As to Seller:	Carl Brewer Family Limited Partnership, L.P. 2465 Stewart Creek Rd Murfreesboro, TN 37129 Attn: Zach Brewer Telephone: (615) 796-9240
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As to Buyer: Rutherford County Board of Education
Attn: James Sullivan
2240 Southpark Dr.
Murfreesboro, TN 37130
Telephone: (615) 893-5812

With a copy to Buyer's Counsel: Jeff Reed
16 Public Square North
Murfreesboro, TN 37130
Telephone: (615) 893-5522
Facsimile: (615) 849-2135
Email: jreed@mborolaw.com

With a copy to Escrow Agent: Hudson, Reed & Christiansen, PLLC
(if required) 16 Public Square North
Murfreesboro, TN 37130
Telephone: (615) 893-5522
Facsimile: (615) 849-2135

Any such notice or demand so served, shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission.

8.3 Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation. Any indemnity provisions herein shall include indemnification for such costs and fees. This section shall survive the Closing or a prior termination hereof.

8.4 Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

8.5 Governing Law. This Agreement shall be governed by the laws of the state in which the Property is located.

8.6 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties. The Buyer may assign Buyer's rights and obligations under this Agreement to Rutherford County. Except as to Rutherford County, no third parties, including any brokers or creditors, shall be beneficiaries hereof or entitled to any rights or benefits hereunder.

8.7 The undersigned Sellers confirm that there are no other partners in the general partnership other than Zachary Luke Brewer, Kitty B. Waggoner, Sara Johnson Sears, and Terry Michael Brewer.

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

"BUYER"

RUTHERFORD COUNTY BOARD OF EDUCATION


By: _____
Name: _____
Title: Chairman

"SELLER"

CARL BREWER FAMILY LIMITED PARTNERSHIP, L.P.
a/k/a ROBERT CARL BREWER FAMILY LIMITED
PARTNERSHIP, L.P.

By:  _____
ZACHARY LUKE BREWER, General Partner

By:  _____
KITTY B. WAGGONER, General Partner

By:  _____
SARA JOHNSON SEARS, General Partner

By:  _____
TERRY MICHAEL BREWER, General Partner

JOINDER OF ESCROW AGENT

1. Duties. Escrow Agent joins herein for the purpose of agreeing to comply with the terms hereof insofar as they apply to Escrow Agent. Escrow Agent shall receive and hold the Earnest Money Deposit in trust, to be disposed of in accordance with the provisions of this joinder and the foregoing Agreement.

2. Indemnity. Escrow Agent shall not be liable to any party except for claims resulting from the negligence or willful misconduct of Escrow Agent. If the escrow is the subject of any controversy or litigation, the parties to the Agreement shall jointly and severally indemnify and hold Escrow Agent harmless from and against any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be put or which Escrow Agent may incur by reason of or in connection with such controversy or litigation, except to the extent it is determined that such controversy or litigation resulted from Escrow Agent's negligence or willful misconduct. If the indemnity amounts payable hereunder result from the fault of Buyer or Seller (or their respective agents), the party at fault shall pay and hold the other party harmless against such amounts.

3. Conflicting Demands. If conflicting demands are made upon Escrow Agent or if Escrow Agent is uncertain with respect to the escrow, the parties to the Agreement expressly agree that Escrow Agent shall have the absolute right to do either or both of the following: (i) withhold and stop all proceedings in performance of this escrow and await settlement of the controversy by final appropriate legal proceedings or otherwise as it may require; or (ii) file suit for declaratory relief and/or interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights between themselves. Upon the filing of any such declaratory relief or interpleader suit and tender of the Earnest Money Deposit to the court, Escrow Agent shall thereupon be fully released and discharged from any and all obligations to further perform the duties or obligations imposed upon it. Buyer and Seller agree to respond promptly in writing to any request by Escrow Agent for clarification, consent or instructions. Any action proposed to be taken by Escrow Agent for which approval of Buyer and/or Seller is requested shall be considered approved by the particular party if Escrow Agent does not receive written notice of disapproval within five (5) business days after a written request for approval is received by the party whose approval is being requested. Escrow Agent shall not be required to take any action for which approval of Buyer and/or Seller has been sought unless such approval has been received. No notice by Buyer or Seller to Escrow Agent of disapproval of a proposed action shall affect the right of Escrow Agent to take any action as to which such approval is not required.

4. Tax Identification. Seller and Buyer shall provide to Escrow Agent appropriate Federal tax identification numbers.

5. Continuing Counsel. Seller acknowledges that Escrow Agent is counsel to Buyer herein and Seller agrees that in the event of a dispute hereunder or otherwise between Seller and Buyer, Escrow Agent may continue to represent Buyer notwithstanding that it is acting and will continue to act as Escrow Agent hereunder, it being acknowledged by all parties that Escrow Agent's duties hereunder are ministerial in nature.

HUDSON, REED & CHRISTIANSEN, PLLC

By: _____
Its Authorized Agent

Date: _____

EXHIBIT "A"



Fund 141 - General Purpose School

Budget Amendment #10

Indirect Cost Transfer

Amended

49800	Transfers In	1,600,000		1,241,053	2,841,053
Total Revenue & Operating Transfers		541,942,521	0	1,241,053	543,183,574

Function	Object	Description	2023 Budget	Increases	Decreases	Amended Budget
72310	506	Board Of Education - Liability Insurance	850,000		50,000	900,000
72310 Total			9,017,474	50,000	0	9,067,474
72610	166	Operation Of Plant - Custodial Personnel	9,929,447		100,000	10,029,447
72610	189	Operation Of Plant - Other Salaries & Wages	122,959		41,053	164,012
72610	415	Operation Of Plant - Electricity	12,060,337		200,000	12,260,337
72610	434	Operation Of Plant - Natural Gas	1,503,022		100,000	1,603,022
72610	454	Operation Of Plant - Water And Sewer	1,844,731		100,000	1,944,731
72610	502	Operation Of Plant - Building And Contents Insurance	2,000,000		150,000	2,150,000
72610 Total			36,693,670	691,053	0	37,384,723
76100	799	Regular Capital Outlay - Other Capital Outlay	642,406		500,000	1,142,406
76100 Total			9,511,406	500,000	0	10,011,406
Fund 141 Total			576,788,421	1,241,053	0	578,029,474

This FY23-24 General Purpose School Fund amendment increases expenditures in accounts where indirect costs occurred in the amount of \$1,241,053. It also increases revenue in account 49800-Transfers In for the same amount. This amendment budgets for indirect costs related to the Child Nutrition Program that are accumulated in Fund 141 and are being reimbursed by Fund 143. Indirect costs are incurred for the benefit of multiple programs, functions, or other cost objectives and cannot be readily identified as having been incurred specially for the school food service program. Indirect costs include custodial services, utility costs, liability insurance, etc. and are incurred by RCS during the operations of the Food Service Program.

Recommended Motion:

To approve the request to budget indirect cost in the amount of \$1,241,053 in Fund 141 General Purpose School Fund as presented.

Dr. James Sullivan, Director of Schools

Date

Shelia Bratton, Chairman of the Board

Rutherford County Schools

School Nutrition Fund 143 Budget Amendment #1

Func_obj	Description	Original 2023/24 Budget	Decrease	Increase	Amended 2023/24 Budget
34570	Restricted Fund Balance	17,203,878	1,241,053		15,962,825
	Total Fund Balance	17,203,878			15,962,825

Func_obj	Description	Amended 2023/24 Budget	Increase	Decrease	Amended 2023/24 Budget
99100-590	Transfers Out	-	1,241,053		1,241,053
	Total Expenditures	34,206,090	1,241,053	-	35,447,143

This FY23-24 Centralized Cafeteria Fund amendment increases 99100-590 Transfers Out and decreases 34570- Restricted Fund Balance in the amount of \$1,241,053 to budget for indirect costs that are accumulated in Fund 141 being reimbursed by Fund 143. Indirect costs are incurred for the benefit of multiple programs, functions, or other cost objectives and cannot be readily identified as having been incurred specially for the school food service program. Indirect cost rates are calculated annually by TDOE and Child Nutrition Programs use the unrestricted indirect cost rate. The FY23-24 unrestricted indirect cost rate for RCS is 10.94%.

Recommended motion – to approve the FY 23-24 Fund 143 Centralized Cafeteria in the amount of \$1,241,053 in fund balance and expenditures as presented.

Dr. James Sullivan, Director of Schools

Date

Shelia Bratton, Chairman of the Board