

**Regular Meeting of the Trousdale County Board of Education**

Thursday, September 17, 2020

Trousdale County Board of Education

103 Lock Six Road

Hartsville, TN 37074

Attendance Taken at 5:59 PM.

Anthony Crook: Present

John Kerr: Present

Jason Sullivan: Present

Barbara Towns: Present

Regina Waller: Present

**1. AGENDA:**

**1.A. Call to Order** – Ms. Regina Waller, Chairperson

**1.B. Invocation** – Mr. John Kerr, Board Member

**1.C. Pledge of Allegiance** - Mr. Anthony Crook, Board Member

**1.D. Invitation to audience to address items on the Agenda**

**1.E. Approval of the Agenda for September 17, 2020**

Approval of the Agenda for September 17, 2020, passed with a motion by John Kerr and a second by Anthony Crook.

Anthony Crook: Yea

Barbara Towns: Yea

Jason Sullivan: Yea

John Kerr: Yea

Regina Waller: Yea

**2. CONSENT AGENDA:**

**2.A. Place Reopening Schools 5 Days per Week on the Agenda**

Motion to place Reopening of Schools on the Agenda passed with a motion by Jason Sullivan and a second by John Kerr.

Anthony Crook: Yea

Barbara Towns: Yea

Jason Sullivan: Yea

John Kerr: Yea

Regina Waller: Yea

## **2.B. Place Changing Protective Mask Requirement on the Agenda**

Motion to place Changing the Protective Mask Requirement on the Agenda passed with a motion by Jason Sullivan and a second by John Kerr.

Anthony Crook: Yea

Barbara Towns: Yea

Jason Sullivan: Yea

John Kerr: Yea

Regina Waller: Yea

## **2.C. Approval of Consent Agenda for September 17, 2020**

Approval of the Consent Agenda, passed with a motion by Barbara Towns and a second by Anthony Crook.

Anthony Crook: Yea

Barbara Towns: Yea

Jason Sullivan: Yea

John Kerr: Yea

Regina Waller: Yea

## **2.D. Approval of Minutes from August 20, 2020**

**2.E. Approve Technology/Wi-Fi Upgrades at the Board of Education** to provide the Wi-Fi wiring upgrades in the amount of \$11,268 to provide livestream video meetings of the Board of Education and to enhance computer speed and efficiency. – Attachment A

**2.F. Approve High School Baseball Fundraiser** - Attachment B

**2.G. Approve Policy Revision 6.3041 Title IX & Sexual Harassment** – Attachment C

**2.H. Approve Budget Amendment 141-46511 Basic Education Program**

Amend the 2020-21 141 General Purpose School Budget by debiting Expenditures. Amendments are to include:				
<b>DEBIT EXPENDITURES</b>	71100	Regular Instruction Program		
	116	Teachers		50,000.00
	201	Social Security		3,000.00
	204	State Retirement		5,000.00
	71200	Special Education Program		
	116	Teachers		13,350.00
	72210	Regular Instruction Program		
	129	Librarians		25,300.00
	201	Social Security		4,000.00
	212	Employer Medicare		400.00
<b>GRAND TOTALS</b>				<b>\$101,050.00</b>

Amend the 2020-21 141 General Purpose School Budget by crediting Revenue & Expenditures. Amendments are to include:

<b>CREDIT Revenue</b>	46511	Basic Education Program		93,000.00
<b>CREDIT EXPENDITURES</b>	71100	Regular Instruction Program		
	207	Medical Insurance		5,450.00
	72210			
	117	Career Ladder		1,000.00
	201	Social Security		1,600.00
<b>GRAND TOTALS</b>				<b>\$101,050.00</b>

## 2.I. Approve Budget Amendment 141-44170 Miscellaneous Refunds

Amend the 2020-21 141 General Purpose School Budget by debiting Revenue. Amendments are to include:

<b>DEBIT Revenue</b>	44170	Miscellaneous Refunds		1,109.42
<b>GRAND TOTALS</b>				<b>\$1,109.42</b>

Amend the 2020-21 141 General Purpose School Budget by crediting line item Expenditures. Amendments are to include:

<b>CREDIT EXPENDITURES</b>	71100	Regular Instruction Program		
	210	Unemployment Compensation		1,109.42
<b>GRAND TOTALS</b>				<b>\$1,109.42</b>

## 2.J. Approve Budget Amendment 141-71200 Special Education

Amend the 2020-21 141 General Purpose School Budget by debiting Expenditures. Amendments are to include:

<b>DEBIT EXPENDITURES</b>	71100	Regular Instruction Program		
	429	Instructional Supplies & Materials		1,127.00
<b>GRAND TOTALS</b>				<b>\$1,127.00</b>

Amend the 2020-21 141 General Purpose School Budget by crediting line item Expenditures. Amendments are to include:

<b>CREDIT EXPENDITURES</b>	71200	Special Education Program		
	312	Contracts with Private Agencies		1,127.00

<b>GRAND TOTALS</b>				<b>\$1,127.00</b>

## 2.K. Approve Budget Amendment 141-39000 Unassigned Fund Balance

Amend the 2020-21 141 General Purpose School Budget by debiting Equity. Amendments are to include:

<b>DEBIT Equity</b>	39000	Unassigned Fund Balance		63,300.00
<b>GRAND TOTALS</b>				<b>\$63,300.00</b>

Amend the 2020-21 141 General Purpose School Budget by crediting line item Expenditures. Amendments are to include:

<b>CREDIT EXPENDITURES</b>	72120	Health Services		
	131	Medical Personnel		38,550.00
	201	Social Security		2,400.00
	204	State Retirement		4,000.00
	207	Medical Insurance		640.00
	212	Employer Medicare		525.00
	72620	Maintenance of Plant		
	167	Maintenance Personnel		15,250.00
	201	Social Security		945.00
	204	State Retirement		765.00
	212	Employer Medicare		225.00
<b>GRAND TOTALS</b>				<b>\$63,300.00</b>

## 2.L. Approve Budget Amendment 141-43570 Receipts from Schools

Amend the 2020-21 141 General Purpose School Budget by debiting Revenue. Amendments are to include:

<b>DEBIT Revenue</b>	43570	Receipts from Individual Schools		12,712.00
<b>GRAND TOTALS</b>				<b>\$12,712.00</b>

Amend the 2020-21 141 General Purpose School Budget by crediting line item Expenditures. Amendments are to include:

<b>CREDIT EXPENDITURES</b>	72120	Health Services		
	131	Medical Personnel		6,000.00
	201	Social Security		372.00
	204	State Retirement		615.00



	212	Employer Medicare		90.00
	72610	Operation of Plant		
	166	Custodial Personnel		5,000.00
	201	Social Security		310.00
	204	State Retirement		250.00
	212	Employer Medicare		75.00
<b>GRAND TOTALS</b>				<b>\$12,712.00</b>

## 2.M. Approve Budget Amendment 141-72120 Health Services

Amend the 2020-21 141 General Purpose School Budget by debiting Expenditures. Amendments are to include:

<b>DEBIT EXPENDITURES</b>	72120	Health Services		
	499	Other Supplies & Materials		958.00
<b>GRAND TOTALS</b>				<b>\$958.00</b>

Amend the 2020-21 141 General Purpose School Budget by crediting line item Expenditures. Amendments are to include:

<b>CREDIT EXPENDITURES</b>	72120	Health Services		
	599 CSH	Other Charges		958.00
<b>GRAND TOTALS</b>				<b>\$958.00</b>

## 2.N. Approve Budget Amendment 141-72130 Other Student Support

Amend the 2020-21 141 General Purpose School Budget by debiting Revenue. Amendments are to include:

<b>DEBIT Revenue</b>	46590	Other State Education Funds		30,780.00
<b>GRAND TOTALS</b>				<b>\$30,780.00</b>

Amend the 2020-21 141 General Purpose School Budget by crediting line item Expenditures. Amendments are to include:

<b>CREDIT EXPENDITURES</b>	72130	Other Student Support		
	309	Contracts with Government Agencies		30,780.00
<b>GRAND TOTALS</b>				<b>\$30,780.00</b>

**2.O. Approve Budget Amendment 141-71200 Special Education Program**

Amend the 2020-21 141 General Purpose School Budget by debiting Expenditures.  
Amendments are to include:

<b>DEBIT EXPENDITURES</b>	72220	Special Education Program		
	124	Psychological Personnel		35,650.00
	201	Social Security		2,200.00
	204	State Retirement		3,700.00
	212	Employer Medicare		500.00
<b>GRAND TOTALS</b>				<b>\$42,050.00</b>

Amend the 2020-21 141 General Purpose School Budget by crediting line item Expenditures.  
Amendments are to include:

<b>CREDIT EXPENDITURES</b>	71200	Special Education Program		
	312	Contracts with Private Agencies		42,050.00
<b>GRAND TOTALS</b>				<b>\$42,050.00</b>

**2.P. Approve Budget Amendment 141-39000 Unassigned Fund Balance**

Amend the 2020-21 141 General Purpose School Budget by debiting Equity. Amendments are to include:

<b>DEBIT Equity</b>	39000	Unassigned Fund Balance		690.00
<b>GRAND TOTALS</b>				<b>\$690.00</b>

Amend the 2020-21 141 General Purpose School Budget by crediting line item Expenditures.  
Amendments are to include:

<b>CREDIT EXPENDITURES</b>	72410	Office of the Principal		
	499 MS	Other Supplies & Materials		345.00
	499 HS	Other Supplies & Materials		345.00
<b>GRAND TOTALS</b>				<b>\$690.00</b>

**2.Q. Approve Budget Amendment 141-39000 Unassigned Fund Balance**

Amend the 2020-21 141 General Purpose School Budget by debiting Equity. Amendments are to include:

<b>DEBIT Equity</b>	39000	Unassigned Fund Balance		4,821.00
<b>GRAND TOTALS</b>				<b>\$4,821.00</b>
Amend the 2020-21 141 General Purpose School Budget by crediting line item Expenditures. Amendments are to include:				
<b>CREDIT EXPENDITURES</b>	72610	Office of the Principal		
	502	Building and Contents Insurance		4,821.00
<b>GRAND TOTALS</b>				<b>\$4,821.00</b>

**2.R. Approve Budget Amendment 141-49100 Bonds Issued**

Amend the 2020-21 141 General Purpose School Budget by debiting Revenue. Amendments are to include:

<b>DEBIT Revenue</b>	49100	Bonds Issued		1,049,170.00
<b>GRAND TOTALS</b>				<b>\$1,049,170.00</b>
Amend the 2020-21 141 General Purpose School Budget by crediting line item Expenditures. Amendments are to include:				
<b>CREDIT EXPENDITURES</b>	76100	Capital Outlay		
	707	Building Improvements		1,049,170.00
<b>GRAND TOTALS</b>				<b>\$1,049,170.00</b>

**2.S. Approve Budget Amendment 141-73300 Community Services**

Amend the 2020-21 141 General Purpose School Budget by debiting Equity & Expenditures. Amendments are to include:

<b>DEBIT Equity</b>	34555 LEAPS	Restricted for Education LEAPS		2,640.00
<b>DEBIT Expenditures</b>	73300	Community Services		
	105	Supervisor		12,025.00
	116	Teachers		41,450.00

	162	Clerical Personnel		3,760.00
	163	Educational Assistants		45,780.00
	201	Social Security		5,989.00
	204	State Retirement		8,200.00
	212	Employer Medicare		1,402.00
	355	Travel		250.00
	429	Instructional Supplies & Materials		3,190.00
	499	Other Supplies & Materials		2,020.00
<b>GRAND TOTALS</b>				<b>\$126,706.00</b>

Amend the 2020-21 141 General Purpose School Budget by crediting Equity & Expenditures. Amendments are to include:

<b>CREDIT Equity</b>	39000	Unassigned Fund Balance		16,193.00
<b>CREDIT Expenditures</b>	73300	Community Services		
	105 LEAPS	Supervisor		12,025.00
	116 LEAPS	Teachers		4,500.00
	116 DIAB	Teachers		9,563.00
	162 LEAPS	Clerical Personnel		9,375.00
	163 LEAPS	Educational Assistants		45,563.00
	189	Other Salaries & Wages		6,563.00
	201 LEAPS	Social Security		4,433.00
	201 DIAB	Social Security		593.00
	204 LEAPS	State Retirement		4,778.00
	204 DIAB	State Retirement		983.00
	212 LEAPS	Employer Medicare		1,035.00
	212 DIAB	Employer Medicare		139.00
	429 LEAPS	Instructional Supplies & Materials		3,000.00
	429 DIAB	Instructional Supplies & Materials		2,000.00
	499 LEAPS	Other Supplies & Materials		2,500.00
	499 DIAB	Other Supplies & Materials		1,722.00
	524 LEAPS	In-service / Staff Development		1,741.00
<b>GRAND TOTALS</b>				<b>\$126,706.00</b>

## 2.T. Approve Budget Amendment 141-73400 Early Childhood Education

Amend the 2020-21 141 General Purpose School Budget by debiting line item Expenditures. Amendments are to include:

<b>DEBIT EXPENDITURES</b>	73400	Early Childhood Education		
	116	Teachers		130.00
	163	Educational Assistants		20.00
	201	Social Security		270.00
	204	State Retirement		100.00

	210	Unemployment Compensation		50.00
	212	Employer Medicare		15.00
	422	Food Supplies		250.00
	429	Instructional Supplies & Materials		500.00
	524	In-service/Staff Development		250.00
	722	Regular Instruction Equipment		125.00
<b>GRAND TOTALS</b>				<b>\$1,710.00</b>

Amend the 2020-21 141 General Purpose School Budget by crediting line item Expenditures. Amendments are to include:

<b>CREDIT EXPENDITURES</b>	73400	Early Childhood Education		
	207	Medical Insurance		1,210.00
	499	Other Supplies & Materials		500.00
<b>GRAND TOTALS</b>				<b>\$1,710.00</b>

## 2.U. Approve Budget Amendment 142 Federal Projects - Title I

Amend the 2020-21 142 Federal Project School Budget by debiting Revenue & Expenditures. Amendments are to include:

		<b>Subfund 102: Title I</b>		
<b>DEBIT Revenue</b>	47141	Title I Grants to LEAs		41,327.36
<b>DEBIT Expenditures</b>	71100	Regular Instruction Program		
	116	Teachers		71,080.00
	195	Certified Substitute Teachers		5,000.00
	201	Social Security		3,255.00
	204	State Retirement		6,545.00
	207	Medical Insurance		26,150.00
	212	Employer Medicare		1,000.00
<b>GRAND TOTALS</b>				<b>\$154,357.36</b>

Amend the 2020-21 142 Federal Project School Budget by crediting Expenditures. Amendments are to include:

<b>CREDIT EXPENDITURES</b>	71100	Regular Instruction Program		
	163	Educational Assistants		15,376.66
	198	Non-certified Substitute Teachers		2,000.00
	429	Instructional Supplies & Materials		7,000.00
	499	Other Supplies & Materials		500.00
	722	Regular Instruction Equipment		122,755.70
	72210	Regular Instruction Program		
	599	Other Charges		6,725.00

<b>GRAND TOTALS</b>				<b>\$154,357.36</b>
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## 2.V. Approve Budget Amendment 142 Federal Projects - Title II

Amend the 2020-21 142 Federal Projects School Budget by debiting Revenue. Amendments are to include:				
		<b>Subfund 202: Title II</b>		
<b>DEBIT Revenue</b>	4718 9	Eisenhower Professional Development State Grants		25,064.82
<b>GRAND TOTALS</b>				<b>\$25,064.82</b>
Amend the 2020-21 142 Federal Projects School Budget by crediting Expenditures. Amendments are to include:				
<b>CREDIT EXPENDITURES</b>	7221 0	Regular Instruction Program		
	524	In-service/Staff Development		25,064.82
<b>GRAND TOTALS</b>				<b>\$25,064.82</b>

## 2.W. Approve Budget Amendment 142 Federal Projects - Title IV

Amend the 2020-21 142 Federal Projects School Budget by debiting Revenue. Amendments are to include:				
		<b>Subfund: 440 - Title IV</b>		
<b>DEBIT Revenue</b>	47590	Other Federal Through State		1,977.31
<b>GRAND TOTALS</b>				<b>\$1,977.31</b>
Amend the 2020-21 142 Federal Projects School Budget by crediting line item Expenditures. Amendments are to include:				
<b>CREDIT EXPENDITURES</b>	71100	Regular Instruction Program		
	429	Instructional Supplies & Materials		1,977.31
<b>GRAND TOTALS</b>				<b>\$1,977.31</b>

## 2.X. Approve Budget Amendment 142 Federal Projects - Title V

Amend the 2020-21 142 Federal Projects School Budget by debiting Revenue. Amendments are to include:

		<b>Subfund 602: Title V</b>		
<b>DEBIT Revenue</b>	47148	Rural Education		5,553.02
<b>GRAND TOTALS</b>				<b>\$5,553.02</b>
Amend the 2020-21 142 Federal Projects School Budget by crediting line item Expenditures. Amendments are to include:				
<b>CREDIT EXPENDITURES</b>	72210	Regular Instruction Program		
	524	Inservice/Staff Development		5,553.02
<b>GRAND TOTALS</b>				<b>\$5,553.02</b>

## 2.Y. Approve Budget Amendment 142 Federal Projects - IDEA

Amend the 2020-21 142 Federal Projects School Budget by debiting Revenue & Expenditures. Amendments are to include:

		<b>Subfund 902: IDEA Part B</b>		
<b>DEBIT Revenue</b>	47143	Special Education Grants to States		6,616.18
	47143	Special Education Grants to States		29,970.25
<b>DEBIT EXPENDITURES</b>	71200	Special Education Program		
	163	Educational Assistants		17,448.00
	201	Social Security		1,240.00
	204	State Retirement		392.00
	207	Medical Insurance		2,055.00
	212	Medicare		295.00
<b>GRAND TOTALS</b>				<b>\$58,016.43</b>
Amend the 2020-21 142 Federal Projects School Budget by crediting line item Expenditures. Amendments are to include:				
<b>CREDIT EXPENDITURES</b>	71200	Special Education Program		
	116	Teachers		10,730.00
	429	Instructional Supplies & Materials		3,500.00
	499	Other Supplies & Materials		2,000.00
	725	Special Education Equipment		28,786.43
	72220	Special Education Program		
	499	Other Supplies & Materials		5,000.00
	524	Inservice/Staff Development		8,000.00



<b>GRAND TOTALS</b>				<b>\$58,016.43</b>
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## 2.Z. Approve Budget Amendment 142 Federal Projects - IDEA Preschool

Amend the 2020-21 142 Federal Projects School Budget by debiting Revenue. Amendments are to include:

		<b>Subfund 912: IDEA Preschool</b>		
<b>DEBIT Revenue</b>	47143	Special Education Grants to States		9,760.10
<b>GRAND TOTALS</b>				<b>\$9,760.10</b>

Amend the 2020-21 142 Federal Projects School Budget by crediting line item Expenditures. Amendments are to include:

<b>CREDIT EXPENDITURES</b>	71200	Special Education Program		
	429	Instructional Supplies & Materials		4,500.00
	725	Special Education Equipment		5,260.10
<b>GRAND TOTALS</b>				<b>\$9,760.10</b>

## 2.AA. Approve Budget Amendment 142 Federal Projects LEA Reopening Grant

Amend the 2020-21 142 Federal Projects School Budget by debiting Revenue. Amendments are to include:

		<b>Subfund 932: LEA Reopening and Programmatic Supports Grant</b>		
<b>DEBIT Revenue</b>	47303	LEA Reopening and Programmatic Supports Grant		40,000.00
<b>GRAND TOTALS</b>				<b>\$40,000.00</b>

Amend the 2020-21 142 Federal Projects School Budget by crediting line item Expenditures. Amendments are to include:

<b>CREDIT EXPENDITURES</b>	72250	Education Technology		
	350	Internet Connectivity		750.00
	790	Other Equipment		39,250.00
<b>GRAND TOTALS</b>				<b>\$40,000.00</b>



## 2.AB. Approve Budget Amendment 142 Federal Projects - Title II

Amend the 2020-21 142 Federal Projects School Budget by debiting Revenue. Amendments are to include:				
		<b>Subfund: 202 - Title II</b>		
<b>DEBIT Revenue</b>	47590	Other Federal Through State		20,233.06
<b>GRAND TOTALS</b>				<b>\$20,233.06</b>
Amend the 2020-21 142 Federal Projects School Budget by crediting line item Expenditures. Amendments are to include:				
<b>CREDIT EXPENDITURES</b>	72210	Regular Instruction Program		
	524	In-Service/Staff Development		20,233.06
<b>GRAND TOTALS</b>				<b>\$20,233.06</b>

## 3. SCHOOL DISTRICT HIGHLIGHTS:

### 4. PRINCIPALS' REPORTS:

**4.A. Trousdale County Elementary School** - Ms. Badru discussed the most recent Mid-9-Week Grade reports that were recently disseminated to families. She stated that failures were largely due to students not being organized in note taking skills, studying, and completing assignments. She stated that there is a need for effective communications in a remote learning setting, noting that learning expectations are the same whether in an in-person or remote learning space. Ms. Badru informed the Board that the school and district are working to design Google Classroom trainings for parents to better support remote learning. She stated that the present hybrid model is providing the school with the opportunity to keep schools open and provide in-person learning while maintaining social distancing and reducing the spread of COVID. Ms. Towns, Board Member, asked, "How would your teachers feel about going back full time?" Ms. Badu stated, "Our teachers support what we are doing right now." Dr. Satterfield asked Ms. Badru to speak about the most recent meeting that she had with the kindergarten, first, second, and third grade teachers. Ms. Badru stated that "there was an overwhelming negative response to returning to a traditional schedule."

**4.B. Jim Satterfield Middle School** - Mr. McCall noted that the biggest learning challenges were from some students who struggle on the learn from home days. He stated that virtual school was a "hit and miss" with some really good successes and disappointments. Mr. McCall said that the school was working to develop consistency with Google Classroom and that he was working to ensure communications were clear. He touted that so far the school had not experienced any major shutdowns although there had been some single quarantines due to sibling cases. He stated that the school had quarantined 5 teachers over the last 25 days and that finding substitute teachers is a challenge. Mr. McCall concluded that teachers are presently juggling in-person, remote, and virtual learning and that they need a lot of planning time. Ms. Towns, Board Member, asked Mr. McCall, "How do your teachers feel about

coming back?” Mr. McCall said, “Most would tell you they like what we are doing. Most people outside of school don’t understand.”

**4.C. Trousdale County High School** – Ms. Dickerson described some of the health protocols utilized at the high school. She thanked the Board for hiring a nurse at the high school and said that she is doing phenomenal job. Ms. Dickerson stated that quarantined students are placed on distance learning and allowed to continue with their classes through Google Classroom without being counted absent. She stated that at first she thought Dr. Satterfield was crazy when he first mentioned the idea of a hybrid schedule but now feels that it is a very proactive and one of the top academic plans in the state. She noted that Mid-9-Week Grade Reports were mailed home to parents instead of disseminated to parents by students to ensure parents receive their student’s grade report. She noted that a lot of grades are low due to students not completing assignments but that students are being provided opportunities rework and make up assignments before the end of the 9-week grading period. Ms. Dickerson said that she presently has 39 students enrolled in virtual school, which is presently a challenge for the teachers. She stated that the learn from home days are more effective for the older students, i.e. juniors and seniors, while freshmen are having the most trouble with remote instruction. She said that student attendance has been great; they wear their protective masks every day and the school has experienced few discipline issues. Ms. Dickerson concluded her report by describing the optional Wednesday for special education students, which she stated has worked well and has provided an additional layer of student support.

**4.D. Student School Board Representative** - Cooper Helson and Heath Chasse updated the Board about upcoming school events such a picture week, homecoming, and the upcoming ACT test on October 6. Both stated the new hybrid schedule had worked well while acknowledging that students would like to be back in school every day. They said that some students fail because they struggle with developing routines and meeting timelines. Heath stated that the teacher-made instructional videos are very helpful. Ms. Towns, Board Member, asked Cooper if the school is meeting his needs. Cooper said, “Yes ma’am.”

## **5. COVID-19 HEALTH REPORT:**

Ms. Kathy Atwood, School Health Coordinator, provided the Board with Tennessee Department of Health’s most recent September 16 Data Snapshot that compared Trousdale to the surrounding counties of Macon, Smith, Sumner, and Wilson Counties noting that Trousdale County had fewer percentage of daily cases, fewer percentage of reported new cases, and a lower percentage of positive cases than all the surrounding counties. Ms. Atwood also provided the most recent White House Task Force Maps noting that Trousdale was the only county in the area colored in white representing less than 5% positive cases per 100,000 population. Ms. Atwood provided Board members with the Tennessee Department of Health Decision Algorithm that school nurses use in making staff and student quarantine and reporting decisions. Ms. Atwood concluded by stating that the nurses and the district are doing a good job reducing COVID spread and infections.

## **6. DIRECTORS' REPORT:**

### **6.A. Employment Notifications**

Durham, Kiley	AfterSchool Student Apprentice
Hawkins, Macey	Social Worker, Middle School
White, Kierra	AfterSchool Student Apprentice
Wilson, Tim	Maintenance Worker

**6.B. Academic and Goal Updates** - Dr. Satterfield announced that the 2019-20 State Graduation Rate results had recently been released with Trousdale County High graduating 97.6% of its students as compared to the state average of 89.6% ranking Trousdale County 11<sup>th</sup> in Tennessee. Dr. Satterfield updated the Board about the district's present Math Student Engagement Study that is focused on three separate studies: teacher-made videos, multiple feedback opportunities for students, and student self-regulation and note taking. He provided the district with enrollment counts of 164 virtual school students and a total enrollment of 1,383 students which is actually two more students than the same time in 2019. He stated that the district is still waiting on delivery of student Chromebooks for the 4<sup>th</sup> and 5<sup>th</sup> grade students. Dr. Satterfield admitted that the learn from home days present the greatest challenge but that the schools and students are making progress, noting that smaller class size, few discipline problems, more time on task, and increases in student engagement help negate some of the setbacks with the challenges that learn from home days present. In an effort to help parents, Dr. Satterfield announced a series of Google Classroom Parent Trainings that will be held from Sept. 28 to Oct. 1. The trainings will be videoed and archived for parents and will be placed on the district website to support parental use of Google Classroom. Dr. Satterfield concluded by reminding the audience that the hybrid model was originally designed to be a semester by semester decision for which the district would monitor student and staff illness rates, the impact of flu season, program changes with virtual school, and quality of student services. He noted three key benchmarks of Labor Day, fall break, and Thanksgiving break that the district was looking to meeting by keeping schools open.

**6.C. Project Updates** - Dr. Satterfield updated the Board on the progress of the middle school roof in the preceding work session and had no further report.

## **7. NEW BUSINESS:**

### **7.A. Elect Board Chairman 2020-21**

Motion to elect John Kerr as School Board Chairman for the 2020-21 school year passed with a motion by Jason Sullivan and a second by Anthony Crook.

Anthony Crook:	Yea
Barbara Towns:	Yea
Jason Sullivan:	Yea
John Kerr:	Yea
Regina Waller:	Yea

#### **7.B. Elect Board Vice-Chairman 2020-21**

Motion to elect Regina Waller as School Board Vice-Chairman for the 2020-21 school year passed with a motion by John Kerr and a second by Anthony Crook.

Anthony Crook: Yea  
Barbara Towns: Yea  
Jason Sullivan: Yea  
John Kerr: Yea  
Regina Waller: Yea

#### **7.C. Elect Board Pro Tem 2020-21**

Motion to elect Anthony Crook as School Board Pro Tem, passed with a motion by John Kerr and a second by Barbara Towns.

Anthony Crook: Yea  
Barbara Towns: Yea  
Jason Sullivan: Yea  
John Kerr: Yea  
Regina Waller: Yea

#### **7.D. Elect TSBA Delegate Assembly Members 2020-21**

Motion to elect Anthony Crook and Barbara Towns as 2020-21 TSBA Delegate Assembly members passed with a motion by John Kerr and a second by Regina Waller.

Anthony Crook: Yea  
Barbara Towns: Yea  
Jason Sullivan: Yea  
John Kerr: Yea  
Regina Waller: Yea

#### **7.E. Elect County Commission Education Committee Representative 2020-21**

Motion to elect Jason Sullivan as 2020-21 Education Committee Representative passed with a motion by John Kerr and a second by Anthony Crook.

Anthony Crook: Yea  
Barbara Towns: Yea  
Jason Sullivan: Yea  
John Kerr: Yea

Regina Waller: Yea

#### **7.F. Elementary School Roof Service Agreement – Attachment D**

Motion to approve the Rackley Roofing Agreement for Trousdale County Elementary School passed with a motion by Barbara Towns and a second by John Kerr.

Anthony Crook: Yea

Barbara Towns: Yea

Jason Sullivan: Yea

John Kerr: Yea

Regina Waller: Yea

#### **7.G. Reopen School**

Kayla Ring and Chris Sexton addressed the Board in favor of reopening schools by using the traditional model of 5 days per week stating that the present hybrid model is not working in their family structure. Mr. Sullivan stated that he has a school age student and that his wife is upset with the present model. Mr. Kerr stated that the Board had already begun preliminary discussions of developing a plan that gives the district the best option to be successful. Ms. Waller stated that she had observed that teachers are willing to work harder in order stay safer.

Motion by Jason Sullivan to Reopen School to 5 days per week failed for lack of a second.

#### **7.H. Protective Mask Requirement**

Kayla Ring addressed her dissatisfaction of the present mandate policy stating that students were wearing masks on the playground. Ms. Badru stated that students were not required to wear protective masks on the playground. Mr. Sullivan stated that he had concerns about students wearing a mask all day. Mr. Kerr asked that Dr. Satterfield conduct a teacher survey to gauge staff feelings about a mask requirement when schools return to a traditional schedule.

Motion to make the protective mask requirement optional when schools return to a 5-day per week schedule passed with a motion by Jason Sullivan and a second by Barbara Towns.

Anthony Crook: Yea

Barbara Towns: Yea

Jason Sullivan: Yea

John Kerr: Nay

Regina Waller: Nay

**7.I. Resolution in Support of Moratorium on State Accountability for 2020-21 School Year - Attachment E**

Moratorium Resolution on State Accountability for the 2020-21 school year passed with a motion by Barbara Towns and a second by Jason Sullivan.

Anthony Crook: Yea

Barbara Towns: Yea

Jason Sullivan: Yea

John Kerr: Yea

Regina Waller: Yea

**8. ACCOUNT ANALYSIS:**

**9. VENDOR CHECKS:**

**10. EXPENDITURES & ENCUMBRANCES:**

**11. ADJOURN:**

Motion to Adjourn passed with a motion by Anthony Crook and a second by Jason Sullivan.


Anthony Crook: Yea

Barbara Towns: Yea

Jason Sullivan: Yea

John Kerr: Yea

Regina Waller: Yea



Chairperson



Director of Schools



Extreme

Quote #205309 v1



Prepared For:  
**Trousdale County Board of Ed**  
 Andy Overman  
 103 LOCK SIX RD  
 HARTSVILLE, TN 37074  
 P: 6153742748  
 E: andyoverman@tcschools.org

Prepared by:  
**Headquarters**  
 Cathy Young  
 1720 Topside Road  
 Louisville, TN 37777  
 P: 865.273.1960  
 E: cyoung@pcsknox.com

Date Issued:  
**06.08.2020**  
 Expires:  
**07.02.2020**

## Hardware

Description	Price	Qty	Ext. Price
X435-24P-4S 24 10/100/1000BASE-T PoE+ w/ Half Duplex (370w PoE Budget) 4 1/2.5G Unpopulated SFP 1 AC PSU ExtremeXOS Value Edge License	\$923.00	1	\$923.00
10061 Extreme Networks Standard Power Cord - 110 V AC / 10 A	\$9.00	1	\$9.00
31028 Extreme Networks ExtremeWireless AP3915i IEEE 802.11ac 1.20 Gbit/s Wireless Access Point - 5 GHz, 2.40 GHz - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - Wall Mountable	\$255.00	6	\$1,530.00
WS-APCAP-1 Enterasys WLAN controller Capacity Upgrade - Enterasys HiPath Wireless C25 Controller - Additional License 1 Access Point	\$92.00	6	\$552.00
97003-S20252 Extreme Networks ExtremeWorks Software and TAC - 1 Year - Service - 24 x 7 - Technical - Electronic Service	\$25.00	6	\$150.00
LABOR-WIRING LABOR-WIRING Furnish and install 26-Cat6 cables and 1-48 Cat6 port patch panel, terminate and test cabling. Board Office PCS Technical Services - Cabling/Wiring	\$6,115.00	1	\$6,115.00
LABOR-WIRING LABOR-WIRING Furnish and install 6-Cat6 cables and furnished AP's, terminate and test cabling. Trousdale ES PCS Technical Services - Cabling/Wiring	\$1,989.00	1	\$1,989.00
CONTRACTTIPS Pricing per TIPS Contract 200105 - Technology Solu Pricing per TIPS Contract 200105 - Technology Solutions Products and Services (2)	\$0.00	1	\$0.00
Subtotal:			<b>\$11,268.00</b>

Quote Summary		Amount
Hardware		\$11,268.00
Total:		<b>\$11,268.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.





# Trousdale County Schools Request for Fundraising Activity

Attachment B

School: ☐ TCES

☐ JSMS

☒ TCHS

Student Group/Activity:

TCHS BASEBALL

Net Amount Expected/Goal:

\$600.00 - \$1,000.00

Specific Purpose of the Fundraiser:

~~State~~ Operate paid parking lot along the creekbank at the Baseball Field. \$5 per car for the remainder of the 2020 High School Football Season.

Specific Use of the Funds Acquired:

For the General Fund of TCHS Baseball program.  
Facilities  
Equipment  
Uniforms/Clothing

Describe how students will be involved in the fundraising activity:

No students involved in this work.

Sponsor's Signature

Date

9-9-20

Principal's Signature

Date

9-9-20

Director's Signature

Date

9/18/20

Board Approved:

9/17/2020



# Trousdale County Board of Education

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term:  <b>Title IX &amp; Sexual Harassment</b>	Descriptor Code: <b>6.3041</b>	Issued Date: <b>09/17/20</b>
		Rescinds: <b>6.3041</b>	Issued: <b>07/16/20</b>

## 1 *General*

2 In order to maintain a safe, civil, and supportive learning environment, all forms of sexual harassment  
 3 and discrimination on the basis of sex are prohibited.<sup>1</sup> This policy shall cover employees, employees'  
 4 behaviors, students, and students' behaviors while on school property, at any school-sponsored activity,  
 5 on school-provided equipment or transportation, or at any official school bus stop in accordance with  
 6 federal law. This policy shall be disseminated annually to all school staff, students, and  
 7 parent(s)/guardian(s).<sup>2</sup> The Title IX Coordinator as well as any personnel chosen to facilitate the  
 8 grievance process shall not have a conflict of interest against any party of the complaint.<sup>3</sup> These  
 9 individuals shall receive training as to how to promptly and equitably resolve student and employee  
 10 complaints.<sup>3</sup>

11 All employees shall receive training on complying with this policy and federal law.<sup>4</sup>

## 12 **TITLE IX COORDINATOR<sup>5</sup>**

13 The Title IX Coordinator shall respond promptly to all general reports as well as formal complaints of  
 14 sexual harassment. He/she shall be kept informed by school-level personnel of all investigations and  
 15 shall provide input on an ongoing basis as appropriate.

16 Any individual may contact the Title IX Coordinator at any time using the information below:

17 Title: Linda Carey

18 Mailing address: 103 Lock Six Road, Hartsville, TN 37074

19 Phone number: 615-374-2193

20 Email: lindacarey@tcschools.org

## 21 **DEFINITIONS<sup>4</sup>**

22 "Complainant" is an individual who is alleged to be the victim of conduct that could constitute sexual  
 23 harassment.

24 "Respondent" is an individual who is reported to be the perpetrator of conduct that could constitute  
 25 sexual harassment.

26 "Sexual harassment" is conduct on the basis of sex that satisfies one or more of the following:<sup>3</sup>

1. A school district employee conditioning an aid, benefit, or service of an education program or activity on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the education program or activity; or
3. Sexual assault,<sup>6</sup> dating violence,<sup>7</sup> domestic violence,<sup>8</sup> or stalking<sup>9</sup> as defined in state and federal law.

Behaviors that constitute sexual harassment may include, but are not limited to:

1. Sexually suggestive remarks;
2. Verbal harassment or abuse;
3. Sexually suggestive pictures;
4. Sexually suggestive gesturing;
5. Harassing or sexually suggestive or offensive messages that are written or electronic;
6. Subtle or direct propositions for sexual favors; and
7. Touching of a sexual nature.

Sexual harassment may be directed against a particular person or persons, or a group, whether of the opposite sex or the same sex.

"Supportive measures" are non-disciplinary, non-punitive, individualized services and shall be offered to the complainant and the respondent, as appropriate. These measures may include, but are not limited to, the following:

1. Counseling;
2. Course modifications;
3. Schedule changes; and
4. Increased monitoring or supervision.

The measures offered to the complainant and the respondent shall remain confidential to the extent that maintaining such confidentiality would not impair the ability of the school district to provide the supportive measures.

## GRIEVANCE PROCESS

Upon learning of an instance of alleged sexual harassment, even if no formal complaint is filed, the Title IX Coordinator shall:

1. Promptly contact the complainant to discuss the availability of supportive measures;
2. Consider the complainant's wishes with respect to supportive measures;
3. Inform the complainant of the availability of supportive measures; and
4. Explain the process for filing a formal complaint.<sup>10</sup>

While the school district will respect the confidentiality of the complainant and the respondent as much as possible, some information may need to be disclosed to appropriate individuals. All disclosures shall be consistent with the school district's legal obligations and the necessity to investigate allegations of harassment and take disciplinary action.

Disciplinary consequences or sanctions shall not be initiated against the respondent until the grievance process has been completed. Unless there is an immediate threat to the physical health or safety of any student arising from the allegation of sexual harassment that justifies removal, the respondent's placement shall not be changed.<sup>11</sup> If the respondent is an employee, he/she may be placed on administrative leave during the pendency of the grievance process.<sup>12</sup> The Title IX Coordinator shall keep the Director of Schools informed of any employee respondents so that he/she can make any necessary reports to the State Board of Education in compliance with state law.<sup>13</sup>

### **Complaints**

Any individual who has knowledge of behaviors that may constitute a violation of this policy shall immediately report such information to the Title IX Coordinator, however, nothing in this policy requires a complainant to either report or file a formal complaint within a certain timeframe. If the complaint involves the Title IX Coordinator, the complaint shall be filed with the Director of Schools.

If a complaint involves allegations of child abuse, including child abuse on school grounds, appropriate notification shall be made per the board policy on reporting child abuse.

Upon receipt of a formal complaint, the Title IX Coordinator shall promptly:<sup>14</sup>

1. Provide written notice of the allegations, and the grievance process to all known parties to give the respondent time to prepare a response before an initial interview;
2. Inform the parties of the prohibition against making false statement or knowingly submitting false information;
3. Inform the parties that they may have an advisor present during any subsequent meetings; and
4. Offer supportive measures in an equitable manner to both parties.

Except where allegations are made that an employee sexually harassed a student, the Title IX Coordinator shall provide the parties to a formal complaint a written notice disclosing the allegations,

the requirements of the informal resolution process and the consequences of participating in an informal resolution process that does not involve a full investigation and adjudication of the complaint. The parties may voluntarily agree in writing to participate in the informal resolution process, provided that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

If the Title IX Coordinator dismisses a complaint, written notice, including the reasons for dismissal, shall be provided to both parties simultaneously.<sup>15</sup>

### **Investigations<sup>16</sup>**

The Title IX Coordinator shall assign a school principal to investigate a formal complaint in an equitable manner that involves an objective evaluation of all relevant evidence. The burden for obtaining evidence sufficient to reach a determination regarding responsibility rests on the school district and not the complainant or respondent.

Once a formal complaint is received, the assigned Investigator shall initiate an investigation within forty-eight (48) hours of receipt of the complaint. If an investigation is not initiated within forty-eight (48) hours, the investigator shall provide the Title IX Coordinator with appropriate documentation detailing the reasons why the investigation was not initiated within the required timeframe.

All investigations shall be completed within twenty (20) calendar days from the receipt of the initial complaint. If the investigation is not complete within twenty (20) calendar days, the investigator shall provide the Title IX Coordinator with appropriate documentation detailing the reasons why the investigation has not been completed.

All investigations shall:

1. Provide an equal opportunity for the parties to present witnesses and evidence;
2. Not restrict the ability of either party to discuss the allegations under investigation or gather and present relevant evidence;
3. Refrain from requiring, allowing, relying upon, or otherwise using questions or evidence that seek disclosure of information protected under a legally recognized privilege unless such privilege has been waived;<sup>17</sup>
4. Provide the parties with the same opportunities to have others present during any grievance proceeding;
5. Provide to parties whose participation is requested written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
6. Provide both parties an equal opportunity to inspect and review any evidence directly related to the allegations in the formal complaint; and

7. Result in the creation of an investigative report that fairly summarizes relevant evidence.

- a. Prior to the completion of the investigative report, the investigator shall send to each party the evidence subject to inspection and review. All parties shall have at least ten (10) days to submit a written response which shall be taken into consideration in creating the final report.

Within the parameters of the federal Family Educational Rights and Privacy Act,<sup>18</sup> the Title IX Coordinator shall keep the complainant and the respondent informed of the status of the investigation process. At the close of the investigation, a written final report on the investigation will be delivered to the parent(s)/guardian(s) of the complainant, parent(s)/guardian(s) of the respondent, and to the Director of Schools.

### **Determination of Responsibility<sup>19</sup>**

The respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.<sup>20</sup> The clear and convincing evidence standard shall be used in making this determination.<sup>21</sup>

Jennifer Cothron, Disciplinary Hearing Officer, shall act as the decision-maker. He/she shall receive the final report of the investigation and allow each party the opportunity to submit written questions that he/she wants asked of any party or witness prior to the determining responsibility.

The decision-maker shall make a determination regarding responsibility and provide the written determination to the parties simultaneously along with information about how to file an appeal.

A substantiated charge against a student may result in corrective or disciplinary action up to and including expulsion. A substantiated charge against an employee shall result in disciplinary action up to and including termination.

After a determination of responsibility is made, the Title IX Coordinator shall work with the complainant to determine if further supportive measures are necessary. The Title IX Coordinator shall also determine whether any other actions are necessary to prevent reoccurrence of the harassment.

### **APPEALS<sup>22</sup>**

Either party may appeal from a determination of responsibility based on a procedural irregularity that affected the outcome, new evidence that was not reasonably available at the time of the determination that could affect the outcome, or an alleged conflict of interest on the part of the Title IX Coordinator or any personnel chosen to facilitate the grievance process. Appeals shall be submitted to Director of Schools within ten (10) days of a determination of responsibility.

Upon receipt of an appeal, the Title IX Coordinator shall:

1. Assign an impartial hearing officer within five (5) days of receipt of the appeal; and
2. Notify the parties in writing.

During the appeal process, the parties shall have a reasonable, equal opportunity to submit written statements. Within ten (10) calendar days, the hearing officer shall issue a written decision describing the result of the appeal and the rationale for the result. The written decision shall be provided simultaneously to both parties.

## RETALIATION<sup>23</sup>

Retaliation against any person who makes a report or complaint or assists, participates, or refuses to participate in any investigation of an act alleged in this policy is prohibited.

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### Legal References

1. 34 CFR § 106.1
2. 34 CFR § 106.8(b),(c)
3. 34 CFR § 106.45(b)(1)(iii); 34 CFR § 106.45(b)(10)(D)
4. 34 CFR § 106.30(a)
5. 34 CFR § 106.8(a)
6. 20 USCA 1092(f)(6)(A)(v); TCA 36-3-601(10); TCA 71-6-302
7. 34 USCA 12291(a)(10)
8. 34 USCA 12291(a)(8); TCA 40-14-109
9. 34 USCA 12291(a)(30); TCA 39-17-315; TCA 36-3-601(11)
10. 34 CFR § 106.44(a)
11. 34 CFR § 106.44(c)
12. 34 CFR § 106.44(d)
13. TRR/MS 0520-02-03-.09(2); TCA 49-5-417(c)
14. 34 CFR § 106.45(b)(2)
15. 34 CFR § 106.45(b)(3)
16. 34 CFR § 106.45(b)(5); 34 CFR § 106.45(b)(1)(v)
17. 34 CFR § 106.45(b)(1)(x)
18. 20 USCA § 1232g
19. 34 CFR § 106.45(b)(7)
20. 34 CFR § 106.45(b)(1)(iv)
21. 34 CFR § 106.45(b)(1)(vii)
22. 34 CFR § 106.45(b)(8)
23. 34 CFR § 106.71

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### Cross References

Section 504 and ADA Grievance Procedures 1.802  
Discrimination/Harassment of Employees (Sexual, Racial, Ethnic, Religious) 5.500  
Staff-Student Relations 5.610  
Code of Conduct 6.300  
Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304  
Child Abuse and Neglect 6.409



**RACKLEY ROOFING COMPANY, INC.***Transforming the Industry*

Other Locations:

Knoxville, Memphis, Cleveland,  
Mt Juliet, Murfreesboro

105 Hunter Avenue

Carthage, TN 37030

Phone 615.735.1197

Fax 615.735.1241

[www.rackleyroofing.com](http://www.rackleyroofing.com)**Trousdale Elementary School - Metal Roof**

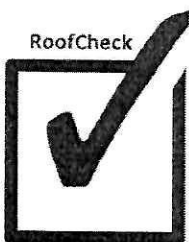
100 Sam Beasley Road

Hartsville, TN 37074

**Projected Budget Amounts**

<b>Year</b>	<b><i>Bi-Annual Inspections</i></b>	<b><i>Repair &amp; Maintenance</i></b>	<b><i>Replacement</i></b>	<b>Total</b>
<b>2020</b>	\$2,400.00	\$5,765.00	\$0.00	\$8,165.00
<b>2021</b>	\$2,400.00	\$0.00	\$0.00	\$2,400.00
<b>2022</b>	\$2,400.00	\$0.00	\$0.00	\$2,400.00
	\$0.00	\$382,500.00	\$0.00	\$382,500.00
<b>Total</b>	<b>\$7,200.00</b>	<b>\$388,265.00</b>	<b>\$0.00</b>	<b>\$395,465.00</b>

The amounts provided above are for budgeting and informational purposes only. These amounts are estimates and are not to be used as a contract or a legal document. This information is for internal use only and is not to be distributed without prior written consent by Rackley Roofing Company, Inc.

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Carthage, TN 37030  
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Fax 615.735.1241  
[www.rackleyroofing.com](http://www.rackleyroofing.com)

### Bi-Annual Inspection and Service Agreement

Rackley Roofing Company, Inc. RoofCheck Care Maintenance Inspection and Service Agreement is a 1 to 3 year program designed to provide inspections and proactive roof maintenance for the below-mentioned job location. This agreement is subject to the terms and conditions as stated in this agreement.

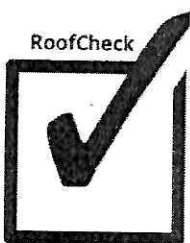
This agreement is for the following property location and roof areas as described below:

Trousdale Elementary School - Metal Roof  
100 Sam Beasley Road  
Hartsville, TN 37074

<u>Roof Section(s)</u>	<u>Roof Composition</u>	<u>Square Footage</u>
ALL	Metal	42,500 sq.ft.

#### Overview of Agreement (details in following pages):

2020	Recommended Repairs (from repair proposal) Two roof inspections Proactive Roof Maintenance (as necessary) Written Inspection Reports Access to RoofCheck Management Portfolio 24-Hour Service	Price:  \$5,765.00 \$2,400.00
2021	Two roof inspections Proactive Roof Maintenance (as necessary) Written Inspection Reports Access to RoofCheck Management Portfolio 24-Hour Service	\$2,400.00
2022	Two roof inspections Proactive Roof Maintenance (as necessary) Written Inspection Reports Access to RoofCheck Management Portfolio 24-Hour Service	\$2,400.00
Total Owner Investment over 3 Years		\$12,965.00



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## Bi-Annual Inspection and Service Agreement

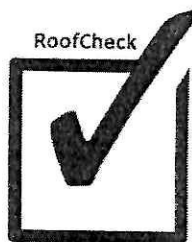
**Trousdale Elementary School - Metal Roof**

**158 Hospital Drive**

**Carthage, TN 37030**

### Agreement Terms & Conditions:

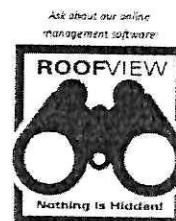
1. The 24-hour service is available for all property locations under our maintenance inspection and service agreements. Emergency leaks will have a 2 to 4 hour response time. If response time is more than 24 hours, price of invoice will be discounted 20%. These response times begin upon receipt of leak notification. The best way to notify our office of leaks is through email at [roofcheck@rackleyroofing.com](mailto:roofcheck@rackleyroofing.com).
2. This agreement is valid only if Owner accepts the Repair Proposal that precedes this document. This proposal may be withdrawn by Rackley Roofing Company, Inc. if not accepted by owner or agent within 30 days.
3. Rackley Roofing Company, Inc. will provide two inspections per year on the location stated above during the life of this agreement. Roof inspection findings will be presented in report form, along with photos (if applicable) to Owner or Designated Agent. These reports will notate issues including: Roof membrane condition, flashing condition, roof penetrations, drainage, damage, etc. This roof inspection will be performed by one of our experienced staff, and all recommendations and conditions listed are the opinions of Rackley Roofing Company, Inc. and its employees.
4. Each inspection provided in this agreement are designed to be non-obtrusive to the roof system. These inspections do not include any items below the roof surface including but not limited to decking, interior spaces, etc. However, the technicians have the authority to address any leaks that are brought to Rackley Roofing's attention while on-site performing inspections in order to bring the roof system to a water-tight condition. During inspection, any minor deficiencies found will be repaired while on-site. This includes minor roof and gutter debris. These repairs are under the discretion and judgment of our trained staff.
5. Access to our web based RoofCheck Management Portfolio is granted to all RoofCheck Care customers. A username and password will be provided to Owner or Designated Agent. Changes can be made to both username and password by written or email request from Owner or Agent.
6. This agreement does not take the place of any roofing system guarantee. Rackley Roofing Company, Inc. will provide services as described in this agreement, and shall warrant all workmanship only.
7. Rackley Roofing Company, Inc. will maintain a safe work environment as required by OSHA and will clean and dispose of any and all work-related debris, unless otherwise stated. All work will be completed in accordance with generally accepted trade organization and industry guidelines.
8. Time is of the essence. It is the full responsibility of the Owner or Authorized agent to notify Rackley Roofing Company, Inc. immediately of any roof leaks or water intrusion from the roof system.
9. Rackley Roofing Company, Inc. shall incur a maximum liability of \$0.00 per year. This amount shall be calculated by the hourly technician rate, and material charge. Excludes leak warranty.



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TENNESSEE TITANS





## RACKLEY ROOFING COMPANY, INC.

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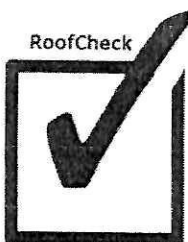
Fax 615.735.1241

[www.rackleyroofing.com](http://www.rackleyroofing.com)

## Bi-Annual Inspection and Service Agreement

Terms & Conditions (Continued):

10. With regard to service/leak response, Rackley Roofing Company, Inc. will strive to stop the water intrusion for the specific area(s) specified. The technicians are trained to stop leaks resulting from roof issues. Should the problem be found to not be roof-related, the Owner or Agent will be notified, and charged at our standard rates for the time spent diagnosing the water issue.
11. Any intended work on the area(s) listed in this agreement that may require penetration or damage to the roof system, included but not limited to: installation of HVAC or mechanical equipment, installation of satellite or cable device, roof penetrations, roof tie-ins, etc., shall be brought to the attention of Rackley Roofing Company, Inc., so that proper installation does not void this agreement or damage the roof system. Rackley Roofing Company, Inc. will not be held responsible for any consequential damages for any work performed without prior consent. Any work found to be completed without such consent will render this agreement null and void from any warranty or claim arising subsequently.
12. Any repairs, alterations, or penetrations to the roof during the agreement period must be performed by Rackley Roofing Company, Inc. Should another contractor perform such work without Rackley Roofing's prior written authorization, this agreement shall be null and void from any warranty or claim arising subsequently.
13. Any additional repairs, alterations, penetrations, or other work completed by Rackley Roofing that is not a part of the scope of repairs or this maintenance agreement shall be performed by either time and material basis, or a separate proposal price will be issued.
14. Any portion of the roof which contains a cold storage area shall be excluded from this agreement.
15. Owner is to carry fire, tornado, and any other necessary insurance. Rackley Roofing Company, Inc. carries all necessary Worker's Compensation and General Liability Insurance. A Certificate of Insurance will be provided to the owner upon request.
16. In performing roof services pertaining to the scope of this proposal, Rackley Roofing Company, Inc. shall not be held liable for any of the following conditions: indirect, special, incidental, punitive or consequential damages, including but not limited to building structure, contents, or health problems, attributable to past, present, or future water intrusion and associated algae, fungus, mildew, or mold presence.
17. Rackley Roofing Company, Inc. will not be held liable for any incidental or consequential damages to the building structure or its contents.
18. Rackley Roofing Company, Inc. holds exclusive right to option if this agreement is renewable at the end of the agreement term. Should Rackley Roofing Company, Inc. give the option for renewal, a proposal for any recommended repairs will be given to Owner or Authorized Agent. Upon approval of such proposal by Owner or Authorized Agent, agreement will stay in force for new term as agreed upon.
19. Any alteration from the specifications listed in the scope of work will only be performed upon written change orders specifying the extra price/charge over the original proposal amount.



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## RACKLEY ROOFING COMPANY, INC.

*Transforming the Industry*

Other Locations:

Knoxville, Memphis, Cleveland,  
Mt Juliet, Murfreesboro

105 Hunter Avenue

Carthage, TN 37030

Phone 615.735.1197

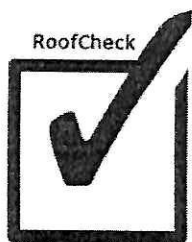
Fax 615.735.1241

[www.rackleyroofing.com](http://www.rackleyroofing.com)

## Bi-Annual Inspection and Service Agreement

### Terms & Conditions (Continued):

20. All claims or disputes between Rackley Roofing Company, Inc. and Owner or Authorized Agent, relating to this agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rule of the American Arbitration Association. Notice of the demand for arbitration shall be filed in writing with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator(s) shall be final, and judgments may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.
21. Owner and/or Authorized Agent hereby acknowledges that the work being performed by Rackley Roofing Company, Inc., under the terms of this agreement, is continuous throughout the agreement period. Due to this open time frame, Rackley Roofing's lien rights in regards to labor and material for services performed from this agreement shall not expire until 90 days after the expiration of this agreement.
22. This agreement is transferrable, contingent upon written notification to Rackley Roofing Company, Inc. and a \$500.00 transfer fee within 90 days of sale or transfer of property.
23. Either party may cancel this agreement by a written notice of 30 days. Work already performed prior to cancellation will be due and payable.
24. Any delays beyond our control, including but not limited to strikes, accidents, or weather may affect this proposal agreement and the performance of the scope of work.
25. Rackley Roofing Company, Inc. will submit invoice(s) to coincide with the payment terms as stated below. Payment of invoice balance is considered due and payable upon invoice submittal. Any event of non-payment by the owner or agent, in part or in full, may result in legal action against the owner, and Rackley Roofing Company, Inc. shall be entitled to recover any reasonable attorney's fees incurred in collecting said payment.



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TENNESSEE TITANS





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[www.rackleyroofing.com](http://www.rackleyroofing.com)

**Trousdale Elementary School - Metal Roof**  
**100 Sam Beasley Road**  
**Hartsville, TN 37074**

### Payment Terms:

In witness whereof the parties have caused this proposal to be executed by their duly authorized representatives on the date specified under each signature below.

Invoice 1: Repairs, Inspections and Maintenance	\$8,165.00
Invoice 2: Second Year Inspections and Maintenance	\$2,400.00
Invoice 3: Third Year Inspections and Maintenance	\$2,400.00

Rackley Roofing Company, Inc.:

Justin Williamson

Signature:

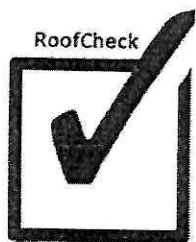
*Justin Williamson*

Date: 05/04/2020

Owner, or Authorized Agent (Please Print Name):

Signature:

Date: \_\_\_\_\_



OFFICIAL ROOFER OF THE



TENNESSEE TITANS



**RESOLUTION OF THE TROUSDALE COUNTY BOARD OF EDUCATION  
IN SUPPORT OF A MORATORIUM ON STATE STANDARDIZED TESTING  
FOR THE 2020-2021 SCHOOL YEAR**

**WHEREAS**, Coronavirus Disease 2019 (COVID-19) is a global pandemic that can lead to serious illness or death and spreads through close contact among individuals; and

**WHEREAS**, beginning on March 12, 2020, Governor Bill Lee declared Tennessee to be in a state of emergency until June 30, 2020, pursuant to Executive Orders 14 and 36, due to COVID-19; and

**WHEREAS**, beginning on March 13, 2020, Tennessee schools were closed for the remainder of the 2019-2020 school year, in response to requests made by Governor Bill Lee that they close to combat the spread of COVID-19; and

**WHEREAS**, on March 18, 2020, the Tennessee General Assembly approved the cancellation of state standardized testing for the 2019-2020 school year, due to the statewide closure of schools and subsequent lack of standardized instruction being delivered to students; and

**WHEREAS**, on June 22, 2020, the Tennessee State Board of Education approved Emergency Rule 0520-01-17-.01, which requires Tennessee school districts to provide students in grades one (1) through twelve (12) access to six and one half (6 1/2) hours of instructional time each school day during the 2020-2021 school year, even if there are school closures or disruptions related to outbreaks of COVID-19; and

**WHEREAS**, by Executive Order 50 signed by Governor Bill Lee on June 29, 2020, the state of Tennessee is to remain in a state of emergency until at least August 29, 2020 and COVID-19 continues to spread at a rapid rate in Tennessee; and

**WHEREAS**, Tennessee schools, in order to comply with State Board requirements, will likely have to engage in remote learning, in whole or in part, during the 2020-2021 academic school year due to the continued spread of COVID-19; and

**WHEREAS**, pursuant to State Board Emergency Rule Emergency Rule 0520-01-17-.01, Tennessee school districts are required to each create and implement their own plans to facilitate continuous learning in light of the continued spread of COVID-19; and

**WHEREAS**, Tennessee school districts will be implementing different plans for learning from county to county across the state for the 2020-2021, based upon the needs of their students and COVID-19 outbreaks in each county; and

**WHEREAS**, Tennessee students will likely face significant academic and behavioral regression upon returning to school, having lost approximately two (2) months of standard instruction and attendance due to the extended closure; and


**WHEREAS**, when schools resume in August 2020, students will have spent approximately five (5) consecutive months out of school; and


**WHEREAS**, Tennessee school districts will be focused not only on student growth and safety, but also on recoupment of academic and social and emotional skills lost during the extended closure.

**NOW, THEREFORE**, be it resolved unanimously by all of the Board Members on this 17th day of September, 2020 that the Trousdale County Board of Education:

Supports and respectfully requests a moratorium on state accountability associated with state standardized testing for the 2020-21 school year. The Trousdale County Board of Education request that, if state standardized testing continues, the results of that testing be used as metrics of student progress rather than to determine district and school accountability as well as a component of teacher accountability, due to the disparity in reopening models across Tennessee, intermit and long-term school closures, and vast time out of classrooms due to student and teacher quarantines.

**TROUSDALE COUNTY BOARD OF EDUCATION**

By: Anthony Crook, Board Member 

By: John Kerr, Board Member 

By: Jason Sullivan, Board Member 

By: Barbara Towns, Board Member 

By: Regina Waller, Board Member 