

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

Thursday, July 18, 2024

Trousdale County Board of Education

103 Lock Six Road

Hartsville, TN 37074

Attendance Taken at 6:15 PM.

Robert Atwood: Present

Deanna Bode: Present

John Kerr: Present

Racheal Petty: Absent

Barbara Towns: Present

**1. AGENDA:**

**1.A. Call to Order** – Ms. Barbara Towns, Vice Chairman

**1.B. Invocation** – Ms. Barbara Towns, Vice Chairman

**1.C. Pledge of Allegiance** – Ms. Deanna Bode, Board Member

**1.D. Time for Public Comment**

**1.E. Invitation for audience to address items on the Agenda**

**1.F. Approval of the Agenda for July 18, 2024**

Approval of the July 18, 2024, Agenda passed with a motion by Robert Atwood and a second by Deanna Bode.

Barbara Towns: Yea

Deanna Bode: Yea

John Kerr: Absent

Racheal Petty: Absent

Robert Atwood: Yea

**2. CONSENT AGENDA:**

**2.A. Approval of Consent Agenda for July 18, 2024**

Approval of the July 18, 2024, Consent Agenda passed with a motion by Deanna Bode and a second by Robert Atwood.

Barbara Towns: Yea

Deanna Bode: Yea

John Kerr: Absent

Racheal Petty: Absent

Robert Atwood: Yea

**2.B. Approval of Minutes from June 20, 2024**

**2.C. Approval Executive Decision - ESG Security Film Installation – Attachment A**

**2.D. Approval Executive Decision - Student Chromebook Bid – Attachment B**

**2.E. Approval Desktop Computer Bid – Attachment C**

**2.F. Approval Middle School Vending Contract – Attachment D**

**2.G. Approval School Bus Bid – Attachment E**

**2.H. Approval 2024-25 Strategic Compensation Plan Revisions – Attachment F**

**2.I. Approval Home School Athletic Participation Fee –** Effective immediately upon passage, an annual \$500 per sport participation fee shall be required of all homeschool students who are selected to middle school and high school sports teams.

### **3. SCHOOL DISTRICT HIGHLIGHTS:**

#### **4. PRINCIPALS' REPORTS:**

**4.A. Trousdale County Elementary School –** Ms. Badru discussed some of the growing pains and challenges working around the new roof installation and the beginning of the school year. She outlined her plans for staggering open house over three nights to best accommodate for parking challenges the school has encountered over the past several years. She also informed the Board that she will be holding a 3<sup>rd</sup> and 4<sup>th</sup> grade meeting to discuss information about the TN Literacy Success Act and its impact on students for the upcoming 2024-25 school year.

**4.B. Jim Satterfield Middle School –** Mr. Gulley discussed teacher in-service and trainings that the school has utilized over the summer to help prepare teachers for the upcoming school year such as identifying curriculum standards, building pacing guides, Google classroom training, and preparation for the new requirement to implement computer science standards. Mr. Gulley informed the Board that the school will be holding an open house for parents on July 31, and he updated the Board about the new staff and staffing changes that have been made for the upcoming school year. He concluded by informing the Board about the middle school football team hosting a middle school football jamboree on Saturday morning, July 27, and they are expecting 10-12 teams to be participating.

**4.C. Trousdale County High School –** Mr. McCall also highlighted the summer teacher trainings such as Google classroom and Computer Science standards that have been held during the month of July. Mr. McCall stated that all Principals completed their TEAM teacher evaluation training. He informed the Board of the staff and staffing changes at the school including the addition of a new TN Voices for Children liaison, Ciera Cook, who will be supporting the social-emotional aspects of counseling while Ms. Cunningham will be supporting postsecondary readiness. He concluded by noting that Sean Link will be the new high school softball coach, and Kyle Gregory is the new high school football coach.

#### **4.D. Student School Board Representative**

## **5. DIRECTOR'S REPORT:**

### **5.A. Employment Notifications**

Gregory, Amanda	Appointed CTE Supervisor
East, Jason	SpEd PreK Teacher, Elementary School
Link, Sidney	8th grade English Teacher, Middle School
McClard, Nicole	6th grade English Teacher, Middle School
Poss, Bethany	Full-time Substitute Teacher, Elementary School
Sweeney, Savannah	5th grade English Teacher, Elementary School
Christian, Ruth	1-to-1 EA, Middle School
Likens, Amanda	EA, Elementary School
Richardson, Colebra	CDC EA, Elementary School
Soper, Christina	Attendance Clerk, Middle School
Callahan, Shelbi	Cook/Floater, Middle School
Hewgley, Savannah	Cook, Elementary School
Palmer, Destinee	Cook, Elementary School

**5.B. Academic and Goal Updates** – Dr. Satterfield updated the Board about the TN Literacy Success Act and how it is presently impacting 4<sup>th</sup> and 5<sup>th</sup> grade students upon completion of the Summer Learning Camp on June 28. He noted that after TCAP and the TCAP retake, there were “only” four below students which means that parents have some options about whether to attend summer learning camp or to enroll in year-round tutoring for the upcoming school year. He stated that after summer camp, five out of ten 3<sup>rd</sup> graders demonstrated adequate growth and while five 4<sup>th</sup> graders demonstrated adequate growth which means they are promoted to the next grade without any year-round tutoring requirements. He added that the year round tutoring requirements, called TN ALL Corps, will begin on September 9 for approximately (25) students. TN ALL Corps requires students to participate in year round tutoring for a minimum of two times per week for a minimum of :30 minutes per session. The TN ALL Corps tutoring will be coordinated through the afterschool program as it was last year.

**5.C. Project Updates** – Dr. Satterfield updated the Board about the roof replacement project that is presently being installed at the elementary school. He stated that he estimates that 40% of the red metal has been installed; however, the roof panels have not been installed to date. He noted that presently there are challenges when it rains, and those challenges will continue until the 3<sup>rd</sup> and 2<sup>nd</sup> grade wings’ roof panels are permanently attached to the structure. Dr. Satterfield concluded by stating that the field house bids are in and are effective for (75) days. He stated that he is presently working on a floor plan sketch for the architect to develop contractor estimate documents with anticipation to have restroom renovation estimates to the Board at its August meeting.

## **6. NEW BUSINESS:**

## **7. ACCOUNT ANALYSIS:**

## **8. VENDOR CHECKS:**

**9. EXPENDITURES & ENCUMBRANCES:**

**10. ADJOURN:**

Motion to adjourn passed with a motion by Robert Atwood and a second by Barbara Towns.

Barbara Towns: Yea  
Deanna Bode: Yea  
John Kerr: Yea  
Racheal Petty: Absent  
Robert Atwood: Yea



Chairperson



Director of Schools

**ENERGY-RELATED SERVICES CONTRACT**

THIS ENERGY-RELATED SERVICES CONTRACT (herein sometimes "Agreement" and sometimes "Contract"), made this 9th day of July, 2024, by and between the Board of Education of Trousdale County Schools, Trousdale, Tennessee, a municipal corporation of the State of Tennessee (hereinafter called "County" or "Owner") and Energy Systems Group, LLC, an Indiana limited liability company (hereinafter called "Contractor" or "ESG"),

WITNESSETH, That:

WHEREAS, Owner has selected Contractor, on the basis of Contractor's recognized competence and integrity, to implement energy-related services that include both engineering services and equipment for the purpose of reducing energy costs in its facilities pursuant to Tennessee Code Annotated § 12-4-110 and § 49-2-203(a)(3)(G);

WHEREAS, Owner is a member of The Interlocal Purchasing System (TIPS) and selected Contractor as the most highly qualified provider under contract with TIPS pursuant to the TIPS Request for Qualifications 200209 Energy Savings Performance Contracts ("RFQ");

WHEREAS, Contractor submitted to Owner a proposal for the engineering and and/or installation of energy related services and equipment at facilities owned by Owner and located in Trousdale County, Tennessee (herein the "Facilities"); and

WHEREAS, Owner accepted Contractor's proposal to perform specified work and services ("Phase 1 Project") and Owner and Contractor executed an Energy-Related Services Contract on November 10, 2023 ("Phase 1 Agreement");

WHEREAS, following Contractor's favorable performance of the Phase 1 Project Owner and based on Owner's satisfactory working relationship with Contractor, Owner wishes Contractor to expand the Phase 1 Project's Scope of Work by implementing additional work and services described in the attached Exhibit A Scope of Work ("Work" or "Project").

WHEREAS, Owner wishes to accept Contractor's proposal to perform the Work, and Owner and Contractor desire to enter into this Agreement to memorialize their respective agreements and undertakings with respect to the Project.

WHEREAS, Owner and Contractor have agreed to include in the Contract Price, as defined in Section 5.1 below, the one percent (1%) fee imposed by TIPS in the RFQ.

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

1. Contract Documents. The parties hereby incorporate by reference, as if fully set forth herein, the following documents and instruments, all of which together with this Agreement are herein referred to as the "Contract Documents":

- Schedule 1 - Final Acceptance Certificate
- Schedule 2 - Partial Acceptance Certificate
- Exhibit A - Scope of Work
- Exhibit B - Projected Energy Savings

The Contract Documents also shall include any permissible change orders issued pursuant to this Agreement.

If there is a conflict between the provisions of this Agreement and any other Contract Document, the provisions of this Agreement shall control with respect to the subject matter hereof.

2. Scope of Project. For purposes hereof, the term "Project" shall mean and include the installation of the energy conservation measures and related upgrades ("ECMs" or "Measures") at Owner's Facilities, which are defined in Exhibit A, Scope of Work.

2.1 Dodd-Frank Municipal Advisor Rule Statement: ESG is retained by Owner as an engineering and energy services firm to design and deliver energy-related and other infrastructure solutions described in the Scope of Work. Owner acknowledges that ESG is not a financial advisor or municipal advisor as contemplated under the U.S. securities laws, is not providing recommendations regarding any municipal financial product or the issuance of municipal securities, and does not owe a fiduciary duty to Owner under section 15B of the Securities Exchange Act, or otherwise. Owner acknowledges that as a commercial entity ESG is influenced by its own interests, which will not always be the same as Owner's. Owner has had the opportunity to retain and consult with such financial, municipal, legal or other advisors as it may deem appropriate regarding this Project.

3. General Obligations and Rights of Contractor. Contractor shall do all acts and provide all things necessary to perform and complete the Project properly, in a good and workmanlike manner, and in compliance with all applicable laws and regulations. Contractor shall apply for, secure, and obtain all necessary construction permits which may be required in connection with the Project.

3.1 Warranty. Contractor hereby warrants to Owner that all materials furnished by Contractor, if any, shall be new, and all materials furnished and all workmanship performed by Contractor in connection with the Project, shall be in accordance with the general industry standards of the construction industry; shall be performed in a competent, good and workmanlike manner and in compliance with the Contract Documents, and all applicable laws, rules and regulations; and shall be free from any and all faults or defects in material and workmanship. Contractor shall promptly remedy any and all defective materials or workmanship furnished by Contractor or any subcontractor upon receipt of written notice thereof from Owner. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear. Contractor shall furnish satisfactory evidence as to kind and quality of materials and equipment used in connection with the Project. Contractor shall, within forty-eight hours after receiving written notice from Owner to that effect, proceed to remove from the Facilities all materials that fail to conform to the Contract Documents.

The warranty set forth herein shall continue to be effective for a period of one year following Owner's acceptance or beneficial use of each ECM, acceptance of a particular Facility, or acceptance of the Work, whichever comes first. Owner shall give Contractor written notice of all defective Work, specifically detailing the deficiencies to be corrected, and Contractor shall repair or otherwise remedy such defective Work in an expeditious manner. If ESG cannot correct the services within a reasonable period of time, Contractor shall refund the unamortized purchase price, said unamortized purchase price to mean the full purchase price, for the portion of the Work that cannot be corrected.

With the exception of the express warranty set forth in this section 3.1, CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE

INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Contractor shall assign to Owner all warranties that Contractor receives from its vendors and/or subcontractors for any materials or equipment, which are or are to become permanent features of the Project, which shall be in addition to the other warranties provided herein.

3.2 Indemnification. Contractor shall indemnify, defend, and hold harmless Owner, the agents, officers, employees, and representatives of Owner (herein the "Indemnified Owner Parties") against all liability and loss including reasonable attorney's fees and expenses to the extent resulting from the negligence or willful misconduct in connection with the Project by Contractor, any subcontractor, or the agents, employees, or representatives of Contractor or any subcontractor, including any injury (including death) sustained by or any damage to the property of, any person; provided however, that Contractor shall not be responsible for any injury (including death), damage, or loss (including Owner's reasonable attorney's fees and expenses) that is caused by the negligence of an Indemnified Owner Party.

As a condition precedent to the duties to indemnify, defend and/or hold harmless (collectively "Indemnification") established in this Contract, the indemnified party must provide prompt notice to the indemnitor of a claim or matter for which Indemnification is sought, must allow the indemnitor to select counsel and control the defense, must cooperate with indemnitor at indemnitor's expense, and must allow the indemnitor to settle the matter at its expense.

Any indemnity or hold harmless provision against Owner is not permitted pursuant to the Tennessee Constitution. No provision of this Agreement shall constitute a debt or pledge of the full faith and credit of the Board nor shall any provision of this Agreement act or be deemed a waiver by Board of its rights or privileges as a sovereign entity. Board's monetary limit of liability under any provision herein is limited to the monetary limits of liability provided for in the Tennessee Governmental Tort Liability Act ("TGTLA", Tenn. Code Ann. § 29-20-101 et seq.). No provision of this Agreement shall act or be deemed a waiver by Board of any immunity, including its rights or privileges or of any provision of the TGTLA. Board reserves all rights afforded to local governments under law for all general and implied warranties.

3.3 Bonds. Before commencing work under this Agreement, Contractor shall execute for the benefit of Owner, a Performance Bond and Payment Bond. Each bond shall be in an amount equal to the Contract Price (as defined below in Section 5 of this Agreement).

The Performance Bond shall also be a guarantee for the repair or replacement of any portion of the Work that is defective to and including the date of Owner's execution of the Final Acceptance Certificate. Execution by Owner of such Final Acceptance Certificate (see Schedule 1) with respect to the Work shall constitute "Final Acceptance" of such Work performed by ESG and the date of Owner's signature on the Final Acceptance Certificate shall be known as "Final Acceptance Date". The Payment Bond shall be a guarantee for the payment for labor, materials and equipment furnished for use in the performance of Contractor's obligations hereunder. The Performance and Payment Bond will terminate effective the Final Acceptance Date. Effective immediately thereafter, a Maintenance Bond will be provided for the one-year period commencing on the Final Acceptance Date in the amount of 10% of the total Contract Price. The surety which executes the Performance Bond and Payment Bond will waive any right to independent notice under this Agreement if Contractor receives such notice, and consents to any extensions of time, modification, waiver, forbearance, or change which may be made in any of the terms and conditions of the Agreement by the parties or by their successors or assigns. Notwithstanding any other provision of this Agreement or the bonds, in no event and in no manner shall coverage under the Performance Bond and

Payment Bond extend to Section 3.4, Projected Savings, as further set forth in Exhibit B Projected Energy Savings, or any related provisions.

3.4 Projected Savings. The Project will result in energy savings and operational savings as detailed in Exhibit B – Projected Energy Savings.

3.5 Limitation of Liability.

3.5.1 Other than Contractor's obligation to indemnify Owner for third party claims under Section 3.2 of this Agreement, the aggregate total liability of Contractor on all claims, whether in contract, warranty, tort, strict liability, indemnity, or otherwise, arising out of the performance of this Agreement, shall in no event exceed Five Hundred Thousand Dollars (\$500,000). NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, SPECULATIVE, PUNITIVE, OR REMOTE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, AND DOWN TIME COST.

3.6 Insurance.

3.6.1 Obtaining Proper Insurance. Contractor shall not commence performance hereunder until (i) it has obtained and Owner has approved all insurance coverage required by this Section 3.6; and (ii) Owner has been furnished with a certificate of insurance properly evidencing and confirming that Owner is an additional insured on Contractor's public liability and automobile liability policies.

3.6.2 Amount of Insurance. Contractor shall take out and maintain, at its sole cost and expense, the following insurance coverage during the term of this Agreement and all other times during which Contractor, its employees, agents, or subcontractors shall be present at the Facilities, whether performing or correcting any portion of the Project:

(A) Worker's Compensation, Employer's Liability, and Occupational Disease Insurance. Statutorily required worker's compensation insurance, including employer's liability and occupational disease coverage, to the extent mandated by applicable state law, on all of Contractor's employees engaged in the Project;

(B) Public Liability. Commercial general liability insurance (including contractual, independent contractors, explosion, and product/completed operations coverages) against damage because of bodily injury, including death, or damage to Owner's property or the property of others, such insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) in one occurrence, and to the limit of not less than Two Million Dollars (\$2,000,000.00) annual aggregate;

(C) Automobile Liability. Automobile liability insurance against damage because of bodily injury, including death, or damage to property of others as the result of the operation of any automobile owned or hired by Contractor, with such insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for any one person, not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage.



3.7. Builder's Risk Insurance. Contractor shall purchase and maintain a builder's risk insurance policy, providing coverage for the risk of physical loss or damage to the Measures in an amount equal to the completed value of the Work contracted hereunder. This builder's risk insurance policy shall be maintained by Contractor until Substantial Completion of the Work ("Substantial Completion", as used in this Agreement, means that the Work or a designated portion thereof is sufficiently complete so that the Owner can utilize the Work for its intended use). Such builder's risk insurance policy shall not insure against damage to existing Owner property, but only the Measures installed pursuant to the Agreement. If any of the Measures are damaged or destroyed occur after they are installed to Owner's Facilities, but prior to Substantial Completion of the Work, the proceeds of such insurance shall be utilized by Contractor to repair or replace such damages or destruction. If any of the Measures are damaged or destroyed after Substantial Completion of the Work, Owner shall be obligated to promptly repair or replace the damaged or destroyed Measures at its sole cost and expense. The Owner as well as Contractor's subcontractors shall be considered "Additional Insureds," insofar as their interests appear, pursuant to ESG's builder's risk insurance policy.

4. Title and Risk of Loss. Risk of Loss for all equipment and materials provided by Contractor or any subcontractor pursuant to this Agreement shall transfer to Owner upon Substantial Completion of the Work. Title to a Measure shall vest with Owner upon the earlier occurrence of (i) installation and payment for such Measure(s) to Contractor; (ii) the Owner's written acceptance of a particular Measure or Facility, as the case may be, in the form of Schedule 2 (the "Partial Acceptance Certificate"); or (iii) the Owner's written acceptance of all of the Work in the form of Schedule 1 (the Owner's "Final Acceptance Certificate"). It is the intent of all parties that any transfer of title to Owner pursuant to this Agreement shall occur automatically without the necessity of any bill of sale, certificate of title, or other instrument of conveyance. Owner shall be responsible for operating and maintaining all Measures that are installed.

5. Contract Price and Payments.

5.1 Contract Price. In consideration of Contractor's performance of the Work, Owner shall pay Contractor the sum of Seventy-One Thousand Dollars (\$71,000.00) (herein the "Contract Price"), in accordance with the provisions of this Section 5.

5.2 Concerning Payment of the Contract Price. The following provisions shall apply to payment of the Contract Price:

5.2.1 Applications for Payment. Payment of the Contract Price shall be made in monthly installments based upon Contractor's progress in completing the installation of the Work, except that Contractor shall be paid an "Initial Payment" equal to 25% of the Contract Price, which shall compensate Contractor for preconstruction work and services performed at Contractor's sole cost and risk prior to the execution of this Agreement. The request for such Initial Payment shall be submitted to Owner upon the execution of this Agreement. Contractor shall not submit to Owner any additional invoices until such time as Contractor has performed Work with a cumulative value in excess of the Initial Payment described herein.

With respect to monthly progress payments, Contractor shall submit to Owner each month, an application for payment on a form mutually agreeable to Contractor and Owner. Owner shall pay or cause to be paid such invoice within 30 days of receipt. For payments not timely made, interest shall accrue at 10% per annum.

5.2.2 Completion and Inspection; Acceptance. When Contractor reasonably believes that an ECM, a Facility or all of the Work is substantially complete, it shall notify

Owner that such ECM, Facility or all of the Work is ready for inspection and acceptance. Within five business days following such notification, the Owner shall commence to conduct such inspections as it deems necessary or appropriate in order to determine that the ECM, Facility, or all of the Work, as the case may be, is free from defects and that the installation of the ECM, Facility, or all of the Work, as the case may be, has been completed in conformity with the Contract Documents. If any aspect of the ECM, Facility, or all of the Work, as the case may be, shall be incomplete as of the date of such inspection, Owner shall notify Contractor in writing as to the items that render the ECM, Facility, or all of the Work, as the case may be, incomplete (such writing herein referred to as the "Punch List").

Contractor shall, at its expense and without further cost to Owner, undertake to perform such work as will complete the Punch List in compliance with the Contract Documents as soon as practicable. Contractor retains the right to dispute whether an item or items on the Punch List is required by the Contract Documents. If Contractor does not satisfactorily complete the Punch List agreed to by Owner and Contractor by a date 30 days following Owner's submission of the agreed to Punch List, Owner shall have the right to order Contractor to stop any further work on the agreed to Punch List and Owner shall be entitled to complete the agreed to Punch List. In such event, Contractor shall be responsible for all costs incurred by Owner in completing the agreed to Punch List and Owner shall have the right to deduct all such costs from any payment then or thereafter due to Contractor. If such cost exceeds the balance of the Contract Price then or thereafter due Contractor, Contractor shall pay such excess to Owner within 30 days following Owner's demand therefor.

Periodically during the performance of the Work, the Owner agrees to provide Contractor with written notice of the Owner's acceptance of a particular ECM or Facility, as the case may be, in the form of Schedule 2 (the "Partial Acceptance Certificate"). Following Contractor's completion of the Work and completion of the agreed to Punch List, Owner agrees to provide Contractor prompt written notice of its acceptance of all of the Work by executing and delivering Schedule 1 to the Contractor (the Owner's "Final Acceptance Certificate") upon satisfaction of the following conditions:

- A. Contractor shall have completed the agreed to Punch List to Owner's reasonable satisfaction and Contractor shall have corrected any other non-conforming items or condition, if any, reported to it by Owner;
- B. Contractor shall have furnished to Owner's reasonable satisfaction, evidence that all equipment and labor costs incurred or accrued in connection with the Work have been or will be promptly paid; and
- C. Contractor shall have delivered to Owner all drawings and documents required to be furnished by Contractor pursuant to the Contract Documents.

If Owner is required to complete the agreed to Punch List, the Final Acceptance Date shall be extended to the date upon which the Work is completed by Owner, or any person retained by Owner, in accordance with the Contract Documents.

**5.2.3 Final Payment.** Any sums due and owing in respect of the Contract Price shall be payable to Contractor within 30 calendar days after the date Owner delivers a signed Schedule 1 to the Contractor, signifying the Owner's Final Acceptance of the Work. In the event Owner does not, within thirty days after submission of the Final Acceptance Certificate to Owner, either (i) execute the Final Acceptance Certificate or (ii) provide written notice to Contractor of Punch List items requiring correction, then the Project shall be deemed to have achieved Final Acceptance and the Final Acceptance Date shall be the date of submission of the Final Acceptance Certificate to Owner.

6. Independent Contractor. It is understood and agreed by the parties hereto that Contractor shall perform the Project according to its own means and methods and shall for all purposes be an independent contractor. All persons employed by Contractor in connection with the Project shall be paid directly by Contractor and shall be subject to Contractor's orders and supervision.

7. Termination.

7.1 Owner's Right to Terminate. Should Contractor fail to perform any material term or condition of the Contract Documents, Owner shall be at liberty, after 30 days written notice to Contractor and Contractor's failure to remedy the problem within that time period, to terminate this Agreement and to enter upon the Facilities and take possession of the equipment and materials for the purpose of completing the Work to be done under this Contract, to use all materials of Contractor available for such Work, and to employ any other person or persons to finish the Work and to provide such additional materials therefor as may be necessary; and in case of such termination of the employment of Contractor, Contractor shall not be entitled to receive any further payment under this Contract until the Work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under the Contract shall exceed the expense incurred by Owner in finishing the Work, such excess shall be paid by Owner to Contractor, but if such expense shall exceed such unpaid balance, Contractor shall pay the excess to Owner. The expenses incurred by Owner as herein provided, either for the furnishing of materials or for finishing the Work, shall be certified by Owner, and payment shall be made upon such certification.

7.2 Contractor's Right to Terminate or Stop Work. Should Owner fail to perform any material term or condition of the Contract Documents, Contractor shall be at liberty, after 30 days written notice to Owner and Owner's failure to remedy the problem within that time period, to terminate this Agreement or stop Work. If Contractor elects to stop Work, Contractor shall not be required to recommence Work until such time as Owner has completely remedied its breach.

8. Delays. Should Contractor be obstructed or delayed in the prosecution or completion of the Work by the act, negligence, delay, or default of Owner or by any other damage, act or cause beyond the reasonable control of Contractor or any subcontractor, including but not limited to, an act of god; war (declared or undeclared); sabotage; riot; epidemic/pandemic or quarantine; government action; insurrection; civil unrest or disturbance; terrorism; ; inability to obtain labor, material, equipment or transportation without fault of Contractor; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority; or the failure to act on the part of any governmental authority, then the time herein fixed for the completion of Contractor's obligations specified in the Agreement shall be extended for a period equivalent to the time lost by reason of such event. If Contractor is delayed by actions or inactions of Owner or its agents or employees, Owner shall be required to reimburse Contractor for its additional costs incurred as a result of such delay.

9. Background Checks. Contractor shall comply with all provisions of Tenn. Code Ann. § 49-5-413(d) for each employee who may have direct contact with school children or who will come on or about school property when children are present. Contractor shall ensure that a criminal history records check has been conducted for each such employee and that no such employee has been convicted of a criminal offense identified in Tenn. Code Ann. § 49-5-413(d)(3)(B). Contractor shall further ensure that no such employee has been determined by the department of children's services or a court of law to have committed child abuse, severe child abuse, child sexual abuse, or child neglect pursuant to Tennessee law. Contractor shall ensure that subcontractors, if any, comply with the requirements of this paragraph.

10. Site Access. Contractor shall maintain control over all of its employees, contractors, subcontractors, suppliers, and others for whom Contractor is responsible. Contractor shall remove or cause to be removed from the project any person or entity for whom Contractor is responsible who is determined by the Owner or the Architect to be detrimental to the project. Contractor shall immediately reassign or replace any person (including its own personnel) on the site upon receipt of Owner's written notice to do so. Contractor shall ensure that only those individuals who are authorized pursuant to the terms of this Agreement enter the project site for purposes of work under this Agreement.

11. Identification Tags. Contractor shall require all construction workers, whether Contractor's own forces, or the forces of another contractor or subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall have identification of the construction worker by number or other identifying medium in a typeface large enough to be seen from a reasonable distance.

12. No Conflict With Tennessee Law. No contract term contained in this Agreement, the Terms of Service or other agreements or understandings, whether verbal or written, with Board's employees or other end users, shall be effective where contrary to Tennessee law, and any such provision is null, void and without effect as it applies to Board.

13. No Liability Of Board Officials And Employees. No Board member, administrator, official, agent or employee of Board shall be personally liable to Contractor or any other person or entity, including a third-Party beneficiary, in the event any provision of this Agreement is unenforceable; there is any default or breach by Board; for any amount which may become due under this Agreement; or on any obligations under the terms of this Agreement.

14. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement shall be construed to benefit the Parties and their respective successors and assigns only and shall not be construed to create third Party beneficiary rights in any other Party or in any governmental organization or agency. No person who is not a Party to this Agreement shall have any right to enforce any of its terms, even if indirectly benefited by it.

15. Certification Regarding Israel. By execution of this Agreement, Contractor certifies that its company is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

16. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. § 12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

17. Dispute Resolution. Both Parties shall have the duty to meet and attempt, in good faith, to resolve any disputes or disagreements. Any dispute not resolved within twenty-five (25) days shall be referred to mediation conducted by a Tennessee Supreme Court listed Rule 31 mediator chosen by mutual agreement of the Parties. Should mediation fail, a complaint may be filed in a court of competent jurisdiction in Trousdale Tennessee or in any county geographically adjacent to Trousdale County, including, but not limited to, the Federal District Court, Middle District of Tennessee at Nashville. The Parties hereby consent to the venue in those courts. Should there be a material breach and should the same fail to be cured or resolved, then both Parties shall have all rights and remedies against the other as permitted by law and or this Agreement.

18. Non-Discrimination. Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this Agreement or in the employment practices of Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee constitutional or statutory law.

19. Contractor To Furnish Required Notices. Contractor shall provide all notices required by applicable state or federal law or regulation or by applicable local ordinances or rules, at such times and in the form required by said laws, regulations, ordinances, or rules, and Contractor hereby acknowledges receipt of notice from Owner to furnish same.

20. Miscellaneous Provisions.

20.1. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee.

20.2. Notices. Unless otherwise specifically provided herein, any notice, consent, request, demand, report or statement (herein "Notice"), which is required or permitted to be given to or served upon either party hereto by the other party hereto under any of the provisions of this Agreement shall be in writing and deemed to be duly delivered when (i) personally delivered to Contractor, or personally delivered to Owner in the case of a Notice to be given to Owner, or (ii) deposited in the United States mail, registered or certified, postage prepaid, and properly addressed as follows:

If to Owner:                      Clint Satterfield, Director of Schools  
   Trousdale County Schools  
   103 Lock Six Road  
   Hartsville, Tennessee 37074

If to Contractor:                Steven C. Craig, President  
   Energy Systems Group, LLC  
   9877 Eastgate Court  
   Newburgh, Indiana 47630

Either party may change its address or its designated representative for receipt of notices by submitting a notice in compliance with this Section.

If Owner has questions about billing, invoices or any other accounting or related administrative issues, it can make contact (which will not constitute Notice) with:

Geoff Wilde, Chief Financial Officer  
Energy Systems Group, LLC  
9877 Eastgate Court  
Newburgh, IN 47630  
(812) 492-3748  
gwilde@energysystemsgroup.com

20.3. Allocation of IRC 179D or Similar Income Tax Deduction Benefits. As a result of ESG's design and implementation of this Project, a federal income tax deduction under Section 179D of the Internal Revenue Code ("IRC 179D") may become available to ESG as the party primarily

responsible for designing energy efficiency improvements implemented at Owner's Facilities. Congress provided in IRC 179D(d)(4) for government owners, which do not pay income tax and are thus ineligible to use this deduction, to allocate the deduction to the party primarily responsible for designing the energy efficiency improvements, here ESG. Owner hereby agrees to allocate to ESG such deduction and any similar deduction enacted by Congress to replace IRC 179D. Owner agrees to cooperate with ESG by executing annually during the construction of the Measures, and promptly returning to ESG, a written allocation and declaration required by IRC 179D. ESG will prepare and is responsible for the accuracy of any allocation documents and all accompanying documentation supplied for Owner's signature. Notwithstanding anything to the contrary herein, Owner makes no representation concerning the availability or applicability of any such tax deduction benefits or of their ability to be allocated to or claimed by ESG. ESG assumes all risk related to such allocation and deduction.

20.4. Assignment. Neither party shall assign, transfer, pledge, or grant any security interest in, or otherwise dispose of, this Agreement or the equipment or any interest in this Agreement or the equipment without first obtaining the other party's written consent. Subject to the foregoing, this Agreement shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

20.5. Waivers. The failure of either party hereto to insist upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provision or the relinquishment of any such rights unless such waiver is in writing and signed by both parties.

20.6. Hazardous Materials. If during the performance of the services related to the Project, the presence of Hazardous Materials is discovered or reasonably suspected, Contractor shall notify Owner of such discovery or suspicion and shall be permitted to immediately cease all Work that may require contact with or exposure to such hazardous materials until Owner has inspected the same and Owner has made arrangements for the removal of the same at its expense. Contractor shall be entitled to an extension of the time fixed for the completion of the Work equivalent to the time required to remediate such Hazardous Material. "Hazardous Materials" includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities, including, without limitation, asbestos, mold, lead paint and soil or water contamination of any kind, unless expressly included within the Scope of Work.

20.7. Concealed Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner in no event later than 21 days after first observance of the conditions and, if appropriate, the Contract Price and/or Contract Time, shall be adjusted by Change Order signed by both parties.

20.8. Approvals. Owner has obtained any and all approvals, waivers, and other instruments required by applicable state or federal departments or agencies with respect to the funding sources Owner intends to use to pay for the Work under this Agreement. Owner's failure or inability to comply with any requirements related to the funding shall not diminish or excuse Owner's obligation to pay ESG for the Work in accordance with the terms of this Agreement. Owner

represents and warrants that it has retained Contractor and entered into this Agreement in compliance with all the requirements specified in Tennessee law

20.9. Amendments. No amendment, supplement, or modification hereof shall be effective for any purpose unless the same is in writing and signed by both parties hereto.

20.10. Headings. The headings of sections and subsections of this Agreement are for convenience of reference only and shall not affect the meaning or construction of any provision hereof.

20.11. Entire Agreement. This Agreement, together with the Contract Documents, represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements whether written or oral.

20.12. Review by Counsel. Owner is responsible for review of this Contract by counsel selected by the Owner.

[Remainder of page intentionally left blank; signature page to follow.]

20.13. Authority to Execute Contract. The Owner executes this Agreement pursuant to a resolution of Owner duly adopted at its regular meeting called and held on the 2<sup>nd</sup> day of July, 2024.

**TROUSDALE COUNTY SCHOOLS, TENNESSEE**

By Dr. Clint Satterfield  
Dr. Clint Satterfield

Its Director of Schools

**ENERGY SYSTEMS GROUP, LLC**

By Steven C. Craig  
Steven C. Craig

Its President



### Chromebooks

Vendor	HP Chromebook	License	Asus Chromebook	License
Bytespeed	\$332.00	License included	\$281.00	License included
Microage	\$222.11	\$30.28	x	x
*Howard Technology	\$230.00	\$32.00	\$210.00	\$32.00
Hypertec	\$220.98	\$31.25	\$295.92	\$31.25
RTI	\$254.00	License Included	x	x
mvation	x	x	\$311.90	\$35.35
Virtucom	\$249.80	License included	\$325.50	License included
vPrime Tech, Inc	\$306.02	Not provided	x	x
SHI	\$224.14	\$31.62	x	x

\*Recommended

Plus shipping

### Touchscreen Chromebooks

Vendor	HP Chromebook	License	Asus Chromebook	License
Microage	\$247.12	\$30.28	x	x
Howard Technology	\$250.00	\$32.00	\$245.00	\$32.00
Hypertec	\$235.05	\$31.25	\$353.64	\$31.25
RTI	\$239.00	License Included	x	x
mvation	x	x	\$399.81	\$35.35
Virtucom	\$266.80	License Included	\$380.50	License included
vPrime Tech, Inc	\$387.63	Not provided	x	x
SHI	\$240.60	\$31.62	x	x

\*Recommended

Plus shipping

**Trousdale County Schools****2024-2025****Desktop Computer Bid Tabulation*****Up to 80 to be purchased throughout the year***

Vendor	Desktop Cost	Warranty Cost	Total Cost per Desktop	Total Cost
MicroAge	\$1,086.43	\$142.33	\$1,228.76	\$98,300.80
Bytespeed	\$635.00	\$0.00	\$635.00	\$50,800.00
System Liquidation	\$899 + \$89 for External Hard Drive	Only 3-year Warranty	\$988.00	\$79,040.00
SCW	\$1,343.71	\$0.00	\$1,343.71	\$107,496.80
Howard Technology	\$699.00	\$38.00	\$737.00	\$58,960.00
Malor & Company	\$1,190.21	\$0.00	\$1,190.21	\$95,216.80
Zion Transport, Inc	\$1,099.00	\$133.99	\$1,232.99	\$98,639.20
Eastern Data, Inc.	\$843.00	\$0.00	\$843.00	\$67,440.00
Eastern Data, Inc.	\$643.00	\$0.00	\$643.00	\$51,440.00
Hypertec	\$843.26	\$75.25	\$918.51	\$73,480.80

**\*RECOMMENDED**Regular 3 yr  
warranty w/2-  
year extended  
warrantyRegular 3 yr  
warranty w/2-  
year extended  
warrantyRegular 3 yr  
warranty w/2-  
year extended  
warranty

# JSMS-Dyer Vending Contract

This Vending Contract (hereinafter referred to as the "Contract") is entered into as of January 18<sup>th</sup>, 2024 between Jim B Satterfield Middle School and Joey Dyer Vending collectively referred to as the "Parties," both of whom agree to be bound by this Contract.

**Purpose.** The Owner's business is located at 210 Damascus Street (hereinafter referred to as the "Premises"). The specific locations within the Premises are to be mutually agreed upon within the Premises of the Owner. The Vendor may place vending machines for the sale of the following items within the Premises of the Owner:

- #3 Vending machines with student access. (SNP Smart Snacks)
- #1 Vending machine in the teachers' lounge (teacher access only)
- #1 Drink machine in the teachers' lounge (teacher access only)

**Maintenance.** The Vendor shall maintain the machines in good working order and regularly maintain and clean them so that they do not detract from the appearance of the business Premises of the Owner. The Owner may terminate this license and require that the Vendor remove the machines if the machines are unsightly or malfunction and reasonably detract from the Owner's reputation.

**Limitation of Liability.** The Vendor shall release the Owner from all liabilities related to or arising out of the use of the machine(s).

**Term.** This Contract shall commence on January 18<sup>th</sup>, 2024, as stated above, and will continue until May 2025. The contract will be reevaluated in May 2024 for the 2024-25 School year.

**Compensation.** In consideration of the license to place the machines on the Premises of the Owner, the gross sums collected from the machine's operation shall be split as follows:

The Owner shall receive 7 %

The Vendor shall receive 93%

**Payment.** Accounting and payments shall be made monthly. The Owner or its representative shall be entitled to audit the books and records of the Vendor to determine the accuracy of the accounting.

**SNP Smart Snack in Schools.** All foods and beverages sold at school during the school day must meet nutrition standards established by the Smart Snacks rule. The Smart Snacks

in School regulation applies to foods sold (a la carte, in the school store, and in vending machines) on campus during the school day. (This applies to Vending machines with student access)

**Termination.** This Contract may be terminated at any time by either Party upon 30 days written notice to the other party. Upon termination, the Vendor will have 30 days to remove their machine(s) from the Owner's Premises.

**Legal and Binding Contract.** This Contract is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Contract.

**Governing Law and Jurisdiction.** The Parties agree that this Contract shall be governed by Tennessee law.

**Entire Contract.** The Parties acknowledge and agree that this Contract represents the entire agreement between the Parties. If the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

JSMS Principal

Name: Clint A. Satterfield

Signed: Ch. A. Satterfield

Date: 7/19/24

VENDOR

Name: Joey Dyer

Signed: Joey Dyer

Date: 7/31/24

# Trousdale County Board of Education

## Bid Opening Sign-In Sheet

Location: Trousdale Co Board of Education

Project: BUS

Date: JUNE 25, 2024

Time: 12:00 PM

Company	Representative in Attendance	Signature	Results
Mid-South Bus Center	N/A - Received by mail 06/18/24		\$139,939.00
TCBOE Representative	David Cothron	<i>David Cothron</i>	
TCBOE Representative	Angie Williams	<i>Angie Williams</i>	
TCBOE Representative			

## Bid Opening Tabulation Summary

**Location:** Troups Co Board of Education

Project: DLS

Date: June 25, 2024

[illegible]

## TROUSDALE COUNTY BOARD OF EDUCATION

Name of Dealer	Mid-South Bus Center, Inc.			
Dealer's address:	3512 Bill Smith Drive			
	Murfreesboro, TN. 37129			
Dealer's Phone #:	(615) 890-6368			
Sales Contact:	Chuck Calance			
Service Location:	same			
Bus Model:	2025 Thomas EFX 131BS 78 passenger school bus			
Unit Price:	\$139,939.00 each <i>*only one bus available at this price TBB order # 225532</i>			
Delivery date:	In or before September 2024 w/ PO by 7/15/24			
Signature:	<i>CDH [Signature]</i>			
Date:	6/25/24			
	Bus Specifications	Check one	List / Explain Exception	
		YES	NO	
Year Model	new 2024 or later model Transit style School Bus	✓		2025
Seating Capacity	78 passengers built on 84 passenger shell	✓		
Delivery	Delivered to the Trousdale County School Bus Garage	✓		
Delivery	We request 30 days after receipt of purchase order		✓	In or before September 2024
Manuals	Include owners manual	✓		
Service Training	Provide a minimum of 12 hours product service training at no charge for body and chassis components	✓		
Warranty	12 to 24 months w/24,000 or more miles bumper to bumper	✓		
Engine Warranty	5 years / 100,000 miles	✓		
Transmission Warranty	7 years unlimited miles	✓		
Towing Coverage	engine problems minimum two years	✓		
Mobile Repair Service	Must include 24 hour response and on-site service for warranty repairs	✓		
Recommended Parts Stocking list	Please include with this bid a list of parts with pricing of what you suggest that we should keep in stock for the buses that you are bidding	✓		Included



# Trousdale County Schools

## Strategic Compensation Plan

2024-25 School Year

*Approved July 18, 2024*





**A. ENTRY LEVEL Baseline pay**

	New State Baseline	Local Supplement	Total Salary
<b>BACHELOR</b>			
0 years	\$43,928	\$3,072	<b>\$47,000</b>
1-5 years	\$44,573	\$3,072	<b>\$47,645</b>
6-10 years	\$47,298	\$3,072	<b>\$50,370</b>
11+ years	\$50,828	\$3,072	<b>\$53,900</b>
<b>Advanced Degree</b>			
0-5 years	\$47,533	\$3,072	<b>\$50,605</b>
6-10 years	\$51,293	\$3,072	<b>\$54,365</b>
11+ years	\$55,308	\$3,072	<b>\$58,380</b>

Baseline salary for current teachers was established in the 2011-12 SY.

**B. SCHOOL-WIDE BONUS: TBD**

Each teacher may receive a school-wide bonus not to exceed \$3,500

Teacher bonuses shall be determined by the number of benchmarks achieved by the school during the academic year from the School-wide Benchmarks Rubric.

**Elementary \$3,500**

10	\$3,500
9	\$3,150
8	\$2,800
7	\$2,450
6	\$2,100
5	\$1,750
4	\$1,400
3	\$1,050
2	\$700
1	\$350

**Middle School \$3,500**

13	\$3,500
12	\$3,231
11	\$2,962
10	\$2,692
9	\$2,423
8	\$2,154
7	\$1,885
6	\$1,615
5	\$1,346
4	\$1,077
3	\$808
2	\$538
1	\$269

**High School \$3,500**

12	\$3,500
11	\$3,208
10	\$2,917
9	\$2,625
8	\$2,333
7	\$2,042
6	\$1,750
5	\$1,458
4	\$1,167
3	\$875
2	\$583
1	\$292

**C. INDIVIDUAL TEACHER PERFORMANCE:****Elementary School**

PreKindergarten & Kindergarten	Level 5	<i>State Portfolio</i>	\$3,000
	Level 4	<i>State Portfolio</i>	\$2,000
1st grade	Level 5	<i>State Portfolio</i>	\$3,000
	Level 4	<i>State Portfolio</i>	\$2,000
2nd grade	Level 5	<i>State Portfolio</i>	\$3,000
	Level 4	<i>State Portfolio</i>	\$2,000
3rd, 4th, 5th grade TVAAS Subject Area	Level 5		\$3,000
	Level 4		\$2,000

**Middle School**

TVAAS Subject Area	Level 5		\$3,000
	Level 4		\$2,000

**High School**

TVAAS Subject Area	Level 5		\$3,000
	Level 4		\$2,000

**D. HARD TO STAFF POSITIONS:**

Special Education (Moderate Needs)	\$4,000
Special Education (Cognitive Needs)	\$5,000
High School Math	\$5,000
High School Chemistry/Physics	\$5,000
High School Foreign Language	\$5,000
High School Language Arts	\$4,000
Middle School Language Arts *w/ subject area endorsement	\$4,000
Middle School Math *w/ subject area endorsement	\$5,000

**E. TEACHER LEADERS STIPENDS**

Elementary School PreK-2 Portfolio Chairperson	\$2,000
Elementary School Grade K-5 ELA Department Chairperson (6)	\$2,000
Elementary School Grade K-5 Math Department Chairperson (6)	\$2,000
Elementary School Special Education Chairperson (1)	\$2,000
Elementary School Grade K-5 ILP-D Developer(s)	\$125 per ILP-D
ESL K-12 ILP Developer (1)	\$125 per ESL ILP
Middle School Math Department Chairperson (1)	\$2,000
Middle School ELA Department Chairperson (1)	\$2,000
Middle School Science Department Chairperson (1)	\$2,000
Middle School Social Studies Department Chairperson (1)	\$2,000
Middle School Special Education Chairperson (1)	\$2,000
High School Math Department Chairperson (1)	\$2,000
High School ELA Department Chairperson (1)	\$2,000
High School Biology Department Chairperson (1)	\$2,000
High School Social Studies Department Chairperson (1)	\$2,000
High School Ready Graduate Chairperson (1)	\$2,000
High School Special Education Chairperson (1)	\$2,000

**F. INSTRUCTIONAL COACHES:**

Elementary School Stage 3 Coaches (4)	\$750
Middle School Stage 3 Coaches (2)	\$750
High School Stage 3 Coaches (3)	\$750

*\*Each coach shall be assigned no more than (2) Stage 1 teachers. Instructional coaches shall receive an additional stipend for each Stage 1 teacher that achieves the following individual TVAAS effectiveness rating or Observation Rating (if no individual TVAAS information is available).*

Level 3	3.50 - 3.99	\$250
Level 4	4.0 - 4.49	\$500
Level 5	4.5 >	\$1,000

**G EFFECTIVE PRINCIPALS & ASSISTANTS:**

Each Principal/Assistant may receive a school-wide bonus not to exceed \$9,000

	Bonus	Indicators
Elementary Principal & Sch Inst Coord	\$9,000	Determined from the (10) Elementary School School-wide indicators
Middle School Principal & Sch Inst Coord	\$9,000	Determined from the (13) Middle School School-wide indicators.
High School Principal & Sch Inst Coord.	\$9,000	Determined from the (12) High School School-wide Rubric indicators.

(see School-wide Benchmarks Rubric for specific school-wide performance measures)

**I. EFFECTIVE SUPERVISORS:**

Each Instructional Supervisor may receive a school-wide bonus not to exceed \$9,000

	Bonus	Indicators
ELA/CTE/Truancy Supervisor of Instruction	\$9,000	Based off indicators assigned
Math Supervisor of Instruction	\$9,000	Based off indicators assigned
PreK/Intervention Supervisor	\$9,000	Based off indicators assigned
Special Education Supervisor	\$9,000	Based off indicators assigned
Coord of Teacher Talent/Development	\$9,000	Based off indicators assigned

(see School-wide Benchmarks Rubric for specific school-wide performance measures)

### **Trousdale County Alternative Compensation Eligibility Rules**

To be eligible to participate in the Alternative Compensation program all teachers and principals must meet all of the following general eligibility requirements.

Requirements may change annually. All educator inquiries/issues with requirements shall be reviewed by the Steering (Design) Committee which consists of teachers, principals, board members, community members, and the Director of Schools and approved annual by the Board of Education.

1. All new employees entering the will be part of the district Alternative Compensation Plan.
2. No employees hired prior to July 25, 2011, shall have the ability to join the alternative compensation plan after the July 30 – Aug. 3, 2012 enrollment window. Current employees with the district who joined with 20 or more years of teaching experience are not eligible for increases to annual baseline pay in any year but shall be eligible for all bonus and incentive awards.
3. Employees as of SY 2011-12 who joined with 19 or less years of teaching experience shall be eligible for increases to annual baseline pay for up to 30 years of teaching experience at which time annual baseline increases shall no longer continue. Employees who joined with 20 or more 20 years teaching experience as of SY 2011-12 shall be eligible for all bonus and incentive awards based on program funding.
4. On May 18, 2017, Demetrice Badru, Shelley Cook, Jessica Cunningham, Ashlea Evitts, Bridget Gregory, Allison Linville, Marilyn Morton, and Laura Wilson were allowed to join the district Alternative Compensation Plan under the present eligibility rules. These new Alternative Compensation Plan participants shall be provided bonuses, increases to baseline salary, and other awards as outlined in the Alternative Compensation Plan beginning with the 2017-18 school year.
5. Employees must be employed in a campus-assigned position within the first 20 days of school.
6. Substitute teachers, or student teachers are *not* eligible. Hourly employees are not eligible to participate in the alternative compensation program.
7. Eligible employees must hold a valid teaching license from the State of Tennessee to be eligible to receive bonus awards.
8. Employees must be supervised and evaluated by the principal or his/her designee of the campus where they are serving students. (This does not apply to Principals)
9. For applicable employees, employees must review instructional-linkage and assignment-verification information for accuracy (Teachers are responsible for claiming their students' individual scores).
10. Employees must be in attendance 94.44% or 170 days of the 180 instructional days identified in the "instructional school calendar" to receive their school-wide bonus, individual teacher performance, teacher leader incentive, or principal bonuses. This means that employees cannot be absent for more than 10 days. Employees who miss more than 10 days will, however, are eligible for their annual baseline pay increase per annual teacher evaluation. The following types

of leave will be held harmless (not count as days absent) and match the Board's current policies and term definitions: *military leave, FMLA - family medical leave (must be authorized through the Central Office), assault leave, jury duty, and off-campus duty (such as professional development opportunities or activities approved by the District).*

11. Annual increases to baseline pay increase are not contingent upon attendance.
12. Employees must be continuously employed in a tested position until the last day of school to receive the Individual Teacher Performance bonus.
13. Employees must be in "good standing" to receive any bonus. "Good standing" means that all paperwork/certifications are up to date.
14. Bonuses for employees who transfer from one bonus-eligible position to another bonus-eligible position during the school year shall be determined on the basis of the bonus-eligible position held for the majority of the school year.
15. Employees who are involuntarily transferred to another school within the district may permanently "opt out" of the Alternative Compensation Plan. The employee shall return back to the present BEP salary schedule for the corresponding years of experience and degree(s) held by the employee. The employee shall not be entitled to any payments within the scope of the Alternative Compensation Plan in the school year for which they "opt out." The employee can never return to the Alternative Compensation Plan once such option is exercised.
16. Employees will not be eligible for bonuses that transfer from a bonus eligible position to a non-bonus eligible position.
17. Awards for employees who work at multiple schools will be determined by the school for which they are evaluated.
18. Employees who voluntarily elect (except for retirement) not to return to the district in the following year for which bonuses are rewarded shall not be eligible any bonus award payments.
19. Employees must be currently employed by the district at the time of payment to receive any bonus award payment.