

BARTLETT CITY BOARD OF EDUCATION

BARTLETT CITY BOARD OF EDUCATION WORK SESSION

WORK SESSION AGENDA BARTLETT CITY HALL 6400 STAGE ROAD, BARTLETT

7:00 PM

**PO Box 341148
Bartlett, TN 38134**

October 20, 2016

7:00 PM

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER & ROLL CALL

Official Business of the Day

APPROVAL OF AGENDA

REPORTS

Chairman's Report

Superintendent's Report

General Counsel's Report

Tennessee Legislative Network (TLN) Representative Report

Financial Report

STAFF ACTION ITEMS

LEA Compliance Report 2016

Consulting Agreement with Debra Nelson

BOARD ACTION ITEMS

BCS School Support Organizations for Board Approval

RESOLUTION 4-7 Amend the 2016-2017 General Purpose Fund Budget

ADJOURNMENT

2016 LEA Compliance Report

This Compliance Report is one document used by the Tennessee Department of Education (TDOE) in the annual process of ensuring local education agencies (LEAs) are in compliance with all state laws and State Board of Education (SBE) rules. All LEAs must complete this form, including the Area of Non-Compliance page if applicable, and return it to the TDOE.

RETURN COMPLETED FORM VIA EMAIL TO:

Nikkie Kiene
Paralegal
Tennessee Department of Education
Nikkie.Kiene@tn.gov

DUE DATE:

November 30, 2016

Please be advised that LEAs are required to comply with all state education laws and SBE rules. The commissioner of education is responsible for ensuring all school laws and SBE rules are faithfully executed and is charged with taking corrective action when an LEA is not in compliance with state education laws and SBE rules and is not following a TDOE approved plan addressing compliance issues. All LEAs should carefully check the status of compliance with all state education laws and SBE rules prior to execution of this Compliance Report. The adherence by LEAs to some laws and rules are monitored through other data sources and all data sources will be considered when the TDOE makes final decisions regarding LEA compliance with laws and rules.

I certify that, except for those items listed in the attached document which includes a compliance plan for each item, the LEA is in compliance with all Tennessee statutes and SBE rules.

Area of Non-Compliance Form is attached: Yes No

LEA Name: _____

Director of Schools Name: _____

Director of Schools Signature: _____

Date of Board Approval: _____

Board Chair Name: _____

Board Chair Signature: _____

For your convenience, the following is a list of helpful links to various state education laws and SBE rules available online.

Public chapters regarding education passed during the 2016 legislative session:

http://www.tn.gov/assets/entities/education/attachments/legal_legislative_report_2016.pdf

Current and pending SBE rules:

<http://www.tn.gov/sbe/topic/rules>

SBE frequently asked questions:

<http://www.tn.gov/sbe/topic/frequently-asked-questions>

Tennessee Code Annotated:

<http://www.lexisnexis.com/hottopics/tncode/>

If you have questions regarding applicable laws or SBE rules, please contact TDOE's General Counsel, Christy Ballard at (615) 741-2921.

Areas of Noncompliance Form

AREA(S) OF NONCOMPLIANCE:	PLAN FOR COMPLIANCE:

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (herein "Agreement") is made and entered into as of the ____ day of _____, 20__ by and between the Bartlett City Board of Education, a Tennessee public school district located at 5650 Woodlawn Street, Bartlett, TN 38134, (herein the "BOARD") and Debora B. Nelson located at 9278 Snoal Cove, Millington, TN 38053, (herein the "CONSULTANT").

WITNESSETH:

WHEREAS, pursuant to Tennessee Code Annotated §12-3-1209, the Board is authorized to contract for educational consultant services on the basis of recognized competence and integrity; and

WHEREAS, the BOARD desires to retain a theatre arts consultant to support development of the Theatre Arts Department (herein the "Project"), and

WHEREAS, the CONSULTANT possesses specialized skills and knowledge in the area of theatre arts with respect to such services and has the requisite experience, competence and resources to perform the foregoing, and

WHEREAS, the BOARD has created a proposal for the aforesaid work dated July 5, 2016 in the form attached hereto and made a part hereof as Exhibit A (herein the "Proposal"), and

WHEREAS, the CONSULTANT desires to enter into this Agreement as an independent contractor and is ready, willing, and able to provide the services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1. Designated Representatives

To implement this Agreement, the District's Superintendent of Schools shall be designated as the BOARD representative with regard to Project needs, Project general direction, and all other matters pertaining to services provided by CONSULTANT in accordance with the terms of this Agreement. The Superintendent shall serve as the point of contact for the CONSULTANT or any employee or agent of the CONSULTANT.

2. Term of Agreement.

This Agreement shall be effective as of July 30, 2015, and will continue until CONSULTANT completes all work described in the Proposal, which shall be no later than May 22, 2015, unless the Agreement is sooner terminated by either party in accordance with Paragraph 9 of the instant Agreement.

3. Independent Contractor Status.

It is the express intention of the parties that the CONSULTANT is an Independent Contractor. The BOARD confers no agency or authority, either express or implied, on the CONSULTANT. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employer-employee relationship between the BOARD and the CONSULTANT or any employee or agent of the CONSULTANT. Both parties acknowledge that the CONSULTANT is not an employee for tax purposes, and CONSULTANT shall retain the right to perform services for others during the term of this Agreement.

4. Scope of Services.

The CONSULTANT shall perform, in accordance with the terms of the Agreement, those services enumerated in the Proposal. The BOARD shall pay the CONSULTANT in accordance with the terms of the Proposal. Unless otherwise specified herein, the CONSULTANT is to furnish all materials, manpower, and consumables necessary to complete the Project. If so specified in the Proposal, the BOARD shall also perform services and provide materials in accordance with the terms of the Proposal. The CONSULTANT agrees to attend conferences and meetings related to the Project at the request of the BOARD, the Superintendent of Schools, and as specified in Exhibit A.

5. Method of Performing Services.

CONSULTANT shall use CONSULTANT'S own discretion in performing the tasks assigned, subject to the general direction of the BOARD, and subject to the express condition that CONSULTANT shall at all times comply with applicable law.

6. Additional Services.

In the event the BOARD requests that the CONSULTANT perform additional services and/or furnish additional products not covered by the Proposal, the CONSULTANT shall perform such additional services after the BOARD and the CONSULTANT enter into an equitable agreement regarding the additional services.

7. Conflict of Interest.

The CONSULTANT declares that no member of the BOARD, nor the Superintendent, nor any other BOARD employee holds a direct or indirect interest in this Agreement. The CONSULTANT pledges that it will notify the BOARD in writing should any BOARD official become either directly or indirectly interested in this Agreement. The CONSULTANT declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the BOARD, or to pay anyone else for the benefit of any official or employee of the BOARD, any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The CONSULTANT further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the BOARD, or anyone else for the benefit thereof, any sum of money or other thing of value for aid or assistance in obtaining any change to this Agreement.

8. Confidential Information.

The CONSULTANT agrees that it shall keep in confidence and shall not, at any time, directly or indirectly, improperly disclose, reveal, divulge, publish, or otherwise make known to any person any Confidential Information, which shall mean information protected by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232(g)) and information exempt from disclosure under Tennessee state law (whether in oral or written form, electronically stored or otherwise and whether or not labeled confidential, proprietary, or the like) unless agreed by the parties.

9. Compliance with Laws.

The CONSULTANT agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and to comply with all instructions and orders issued by the BOARD regarding this Project.

10. Termination.

Upon thirty (30) days written notice, with or without cause, the BOARD may terminate this Agreement. Following such termination, the BOARD and the CONSULTANT shall agree upon an amount of payment for all services properly performed or furnished prior to the effective date of termination as set forth in Exhibit A.

11. Ownership of Works.

All documents prepared by the CONSULTANT in connection with the provision of consulting services under this Agreement, including, but not limited to, plans, drawings, specifications, and data or programs stored electronically, shall be delivered to and become the sole and exclusive property of the BOARD and may be used by the BOARD and the BOARD shall not be restricted in any way in its use of such material; but if the BOARD uses such documents for any purpose other than the subject Project, the BOARD assumes any and all liability for such reuse of the documents.

12. Services.

12.01. Control. All services provided by CONSULTANT for this Project shall: (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors. Throughout the Project, the CONSULTANT may request and the BOARD shall provide conferences to assure that the CONSULTANT'S work is being done in a satisfactory manner and in accordance with the desires of the BOARD.

12.02. Withholding of Payments. Without limiting the BOARD'S rights or remedies for the CONSULTANT'S default or delay, the BOARD may withhold payment or decline to make payment to the CONSULTANT of all or any portion of the CONSULTANT'S fee or reimbursable expense whenever, in the BOARD'S absolute discretion, the CONSULTANT'S work is defective or inadequate, or reasonable evidence exists that the CONSULTANT'S work

will not be completed within the time schedule set forth in this Agreement, or the CONSULTANT has otherwise failed or refused to comply with its obligations to the BOARD.

13. Reimbursement of Expenses.

The CONSULTANT shall not be reimbursed for any expenses, unless such expenses either are authorized in accordance with the Proposal or are authorized in writing by the BOARD before the CONSULTANT incurs any such expenses.

14. Claims, Liability, and Indemnity.

The CONSULTANT shall assume all risk in connection with the performance of this Agreement, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONSULTANT, its agents, servants, and/or employees in connection with the prosecution and completion of the work covered by this Agreement. The CONSULTANT agrees that it will indemnify and hold the BOARD and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the BOARD arising from the negligent or willful acts, errors, or omissions of the CONSULTANT, its agents, servants and/or employees in the performance of this Agreement. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

15. Transfer and Assignment.

This Agreement shall not be transferred or assigned without prior written consent of the BOARD.

16. Familiarity with Agreement Items.

The CONSULTANT, by executing this Agreement, acknowledges full understanding of the extent and character of the services required and the conditions surrounding the provision thereof. The BOARD will not be responsible for any alleged misunderstanding of the services to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the CONSULTANT serves as the CONSULTANT'S stated commitment to fulfill all the conditions referred to in this Agreement.

17. Entire Agreement.

This Agreement and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Agreement must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Agreement must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

18. Contracting Authority.

The persons executing this Agreement on behalf of the BOARD and the CONSULTANT hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Agreement.

19. Governing Law.

This Agreement is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Agreement shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONSULTANT hereby consents to the jurisdiction of such courts.

20. Opportunity for Review.

Each party has received and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Agreement; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.

21. Section Headings.

The section headings contained in this Agreement are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Agreement.

22. Notices.

All notices, demands, and requests required or permitted by this Agreement shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) To: BARTLETT CITY BOARD OF EDUCATION
5650 Woodlawn Street
Bartlett, TN 38134
Facsimile: (901) 202-0854

- (ii) To: DEBORA B. NELSON
9275 Snoal Cove
Millington, TN 38053
Facsimile: (901) 832-1216

23. Severability.

If any provision of this Agreement is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom.

24. No Consent to Breach.

No consent or waiver, express or implied, by any party to this Agreement to or of any breach or default by the other party to this Agreement in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Agreement to complain of any act or failure to act of any other party to this Agreement, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

25. Agreement Controlling.

To the extent that any provision hereof is inconsistent with a provision contained in the Proposal, the provision contained herein shall govern.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the date and year hereof.

BARTLETT CITY BOARD OF
EDUCATION

By: _____
David A. Stephens, Superintendent

APPROVED AS TO FORM:

Board Attorney

DEBORA B. NELSON

By: Debora B. Nelson

Mailing Address:

9275 Shoal Cove
Millington, TN. 38053

Telephone Number:

(901) 829-6092

Facsimile Number:

() _____

EXHIBIT A
CONSULTING SERVICES AGREEMENT
DATED JULY 5, 2016 (“AGREEMENT”)

Work.

The CONSULTANT will work with Bartlett City Schools Superintendent, Bartlett High School Director of Theatre, and Bartlett 9th Grade Academy Theatre Arts Teacher, and other BOARD employees to provide Theatre Arts consulting services. All services provided by CONSULTANT for this Project shall comply with state and federal law. It is anticipated that the CONSULTANT will work from 9275 Snoal Cove, Millington, TN 38053.

The scope of services anticipated shall include, but not be limited to, the following:

1. Discuss and recommend a semester or yearly calendar with student Thespian officers, theatre personnel, and other Theatre Arts stakeholders.
2. Review and Monitor course descriptions, classroom expectations, and procedures.
3. Assist, advise, and maintain theatre webpage(s) approved by Principal Jones to include Welcome, Calendar of Events, and Theatre Season pages complete with District contact information, ticket prices, ticket sales, and sponsorship opportunities.
4. Assist and advise Theatre personnel regarding the Forensic Calendar including procedures, policies, dates, and student expenses.
5. Monitor, analyze, and recommend current classroom sets of instructional materials for Theatre program.
6. Assist and advise Theatre personnel in tournament activities.
7. Consult, collaborate, assist, and advise on community engagement initiatives, including advertisements, special programmatic needs, and provision of student resources.
8. Research, coordinate, and recommend Theatre program exposure techniques to engage the District's K-8 student population.
9. Initiate, facilitate, and support a relationship between the Theatre Arts program and Bartlett Performing Arts and Conference Center (hereinafter “BPACC”).
10. Research, recommend, and facilitate collaborative curriculum, workshops, performances, and enrichment opportunities with BPACC as approved by District Theatre Arts personnel.
11. Any other such duties reasonably related to the Project as assigned or requested by the BOARD or the BOARD's designated representative.

Schedule for Performance of Work.

The CONSULTANT shall complete all work under this Agreement no later than May 27, 2016. The CONSULTANT is encouraged to complete the work prior to this deadline to the extent practicable.

Compensation.

The CONSULTANT shall be compensated at a rate of \$45 per hour. The CONSULTANT will keep a log of hours worked and will submit a monthly invoice of all hours worked with a brief description of the work performed.

Travel.

When travel is required, the CONSULTANT will be reimbursed for travel expenses in accordance with Board Policy 2021 – Expenses and Reimbursements. The CONSULTANT will submit a report of travel expenses on the Board's Travel Expense Report Form along with any request for travel expense reimbursement. For purposes of calculating travel mileage expenses, the starting and ending point for travel shall be the CONSULTANT'S home, unless otherwise specifically defined elsewhere in CONSULTANT'S travel request.

All travel outside of Shelby County for which payment will be requested must be pre-approved by the BOARD or Superintendent. The CONSULTANT will not be reimbursed for out of town travel expenses not pre-approved.

The total compensation and expenses for this initial agreement shall not exceed \$10,000.

This Exhibit A is part of and incorporated by reference into the Agreement referred to in the heading hereof.