

**BARTLETT CITY BOARD OF EDUCATION**  
**BARTLETT CITY BOARD OF EDUCATION BUSINESS MEETING**  
**BUSINESS MEETING AGENDA BARTLETT CITY HALL - COUNCIL CHAMBERS**  
**6400 STAGE ROAD, BARTLETT**  
**PO Box 341148**  
**Bartlett, TN 38134**  
**October 27, 2016**  
**7:00 PM**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER & ROLL CALL**

**Official Business of the Day**

**SPECIAL PRESENTATIONS**

**PUBLIC COMMENT**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES OF PREVIOUS MEETINGS**

**September 22, 2016 Board Business Meeting Minutes**

**October 5, 2016 Special Called Meeting Minutes**

**October 20, 2016 Special Called Meeting Minutes**

**REPORTS**

**Chairman's Report**

**Superintendent's Report**

**General Counsel's Report**

**Tennessee Legislative Network (TLN) Representative Report**

**Financial Report**

**UNFINISHED BOARD BUSINESS**

**Policy 5014.1– Family and Medical Leave Revised/SECOND Reading**

The Second Reading of Revised Policy 5014.1– Family and Medical Leave passed with a motion by Mr. David Cook and a second by Mrs. Shirley Jackson.

Ms. Erin Berry: Aye, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Mr. Jeff Norris: Absent, Bryan Woodruff: Aye

**BOARD ACTION ITEMS**

## **Consent Agenda**

The Consent Agenda passed with a motion by Mrs. Shirley Jackson and a second by Mr. David Cook.

Ms. Erin Berry: Aye, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Mr. Jeff Norris: Absent, Bryan Woodruff: Aye

## **LEA Compliance Report 2016**

### **Consulting Agreement with Debra Nelson**

### **BCS School Support Organizations for Board Approval**

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

### **New Board Business**

## **ADJOURNMENT**

**BARTLETT CITY BOARD OF EDUCATION  
BUSINESS MEETING MINUTES**

Thursday, September 22, 2016

Bartlett City Hall-Council Chambers  
6400 Stage Road, Bartlett

7:00 PM

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Mr. Bryan Woodruff said a prayer. The Board and audience recited the Pledge of Allegiance.

**CALL TO ORDER & ROLL CALL**

**\*\*\* Official Business of the Day \*\*\***

Chairman Woodruff called the meeting to order at 7:00 p.m. The following Board Members were present:

Ms. Erin Berry  
Mr. David Cook  
Mrs. Shirley Jackson  
Mr. Bryan Woodruff

**Absent Board Members:**

Mr. Jeff Norris

**SPECIAL PRESENTATIONS**

Jessica Hendren, Account Manager with myON, presented a Kindle Fire HD and \$100 gift card to Kasandra Berry, Bon Lin Elementary Principal as the top school for the most time spent Reading. Principal Berry and Ms. McGee, the Librarian, presented Tyler Williams, Bon Lin Elementary student, a certificate for reading the most hours over the summer.

**PUBLIC COMMENT**

No public comments.

**APPROVAL OF AGENDA**

Mr. Bryan Woodruff made the motion to amend the agenda and remove agenda item B.2. Constitutionally Protected Prayer Certification. Mr. David Cook seconded the motion. Mrs. Shirley Jackson made the motion to approve the amended agenda. Mr. David Cook seconded the motion. With all ayes the September 22, 2016 agenda was approved.

## **APPROVAL OF MINUTES OF PREVIOUS MEETINGS**

### **August 25, 2016 Board Business Meeting Minutes**

**Motion Passed:** The August 25, 2016 Board Business Meeting Minutes passed with a motion by Ms. Erin Berry and a second by Mrs. Shirley Jackson.

Ms. Erin Berry	Yes
Mr. David Cook	Yes
Mrs. Shirley Jackson	Yes
Mr. Jeff Norris	Absent
Mr. Bryan Woodruff	Yes

## **REPORTS**

### **Chairman's Report**

Chairman Woodruff congratulated Dr. David Stephens for being named the Tennessee Superintendent of the Year.

### **Superintendent's Report**

- Superintendent Stephens updated the Board that the Master Plan questionnaire and public survey will be released next week.
- He attended a Bartlett Chamber event yesterday with Senator Mark Norris as the speaker.
- The Grand Opening of the BHS "clean room" for medical manufacturing will be October 17th.

### **General Counsel's Report**

No report.

### **Tennessee Legislative Network (TLN) Representative Report**

No report.

### **Financial Report**

The August 2016-2017 Financial Report was accepted by the Board. It is a non-voting item.

## **UNFINISHED BOARD BUSINESS**

No Items.

## **BOARD ACTION ITEMS**

### **Consent Agenda**

1. 2016-2017 BCS Disciplinary Hearing Authority Officers
2. Recommendation for Contract for Audit of Student Activity Funds for 2016-2017
3. Read to be Ready Grant
4. TN Arts Commission Arts360 Arts Integration Grant
5. Safe Schools Grant
6. InfoSnap Renewal
7. Policy 5014.1 Family and Medical Leave Revised/FIRST Reading
8. BCS School Support Organizations for Board Approval

**Motion Passed:** The Consent Agenda passed with a motion by Mr. Bryan Woodruff and a second by Ms. Erin Berry.

Ms. Erin Berry	Yes
Mr. David Cook	Yes
Mrs. Shirley Jackson	Yes
Mr. Jeff Norris	Absent
Mr. Bryan Woodruff	Yes

### **New Board Business**

#### **Exemption from Compulsory School Attendance**

**Motion Passed:** The Exemption from Compulsory School Attendance form for student A.W. passed with a motion by Mr. David Cook and a second by Mrs. Shirley Jackson.

Ms. Erin Berry	Yes
Mr. David Cook	Yes
Mrs. Shirley Jackson	Yes
Mr. Jeff Norris	Absent
Mr. Bryan Woodruff	Yes

#### **~~Constitutionally Protected Prayer Certification~~**

This item was removed from the agenda.

#### **Resolution 4-5 to Amend the 2016-2017 Fiscal Year Annual General Purpose Fund Budget of the Bartlett City Schools**

**Motion Passed:** Resolution 4-5 to Amend the 2016-2017 Fiscal Year Annual General Purpose Fund Budget of the Bartlett City Schools passed with a motion by Mrs. Shirley Jackson and a second by Ms. Erin Berry.

Ms. Erin Berry	Yes
Mr. David Cook	Yes
Mrs. Shirley Jackson	Yes
Mr. Jeff Norris	Absent
Mr. Bryan Woodruff	Yes

#### **Resolution 4-6 to Amend the 2016-2017 Fiscal Year Annual Education Capital Budget of the Bartlett City Schools**

**Motion Passed:** Resolution 4-6 to Amend the 2016-2017 Fiscal Year Annual Education Capital Budget of the Bartlett City Schools passed with a motion by Ms. Erin Berry and a second by Mr. David Cook.

Ms. Erin Berry	Yes
Mr. David Cook	Yes
Mrs. Shirley Jackson	Yes
Mr. Jeff Norris	Absent
Mr. Bryan Woodruff	Yes

**2016-2017 Contract renewal for Youth Villages Professional Development Coach for Neglected & Dependent Programs**

**Motion Passed:** The 2016-2017 Contract renewal for Youth Villages Professional Development Coach for Neglected & Dependent Programs passed with a motion by Mr. David Cook and a second by Mrs. Shirley Jackson.

Ms. Erin Berry	Yes
Mr. David Cook	Yes
Mrs. Shirley Jackson	Yes
Mr. Jeff Norris	Absent
Mr. Bryan Woodruff	Yes

**Approval of the Sales Agreement for the Soccer Field**

**Motion Passed:** Approval of the Sales Agreement for the Soccer Field passed with a motion by Mrs. Shirley Jackson and a second by Ms. Erin Berry.

Ms. Erin Berry	Yes
Mr. David Cook	Yes
Mrs. Shirley Jackson	Yes
Mr. Jeff Norris	Absent
Mr. Bryan Woodruff	Yes

**Safety Plan Annual Approval**

**Motion Passed:** The BCS Safety Plan Annual Approval passed with a motion by Mr. David Cook and a second by Mrs. Shirley Jackson.

Ms. Erin Berry	Yes
Mr. David Cook	Yes
Mrs. Shirley Jackson	Yes
Mr. Jeff Norris	Absent
Mr. Bryan Woodruff	Yes

**ADJOURNMENT**

The meeting adjourned at 7:20 p.m.

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Jeff Norris  
Chairman

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Dr. David A. Stephens  
Superintendent

**BARTLETT CITY BOARD OF EDUCATION  
SPECIAL CALLED MEETING MINUTES**

October 5, 2016

Bartlett City Hall-Council Chambers  
6400 Stage Road, Bartlett

2:00 PM

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Mr. Bryan Woodruff said a prayer. The Board and audience recited the Pledge of Allegiance.

**CALL TO ORDER & ROLL CALL**

**\*\*\* Official Business of the Day \*\*\***

Chairman Jeff Norris called the meeting to order at 7:00 p.m. The following Board Members were present:

Ms. Erin Berry  
Mr. David Cook  
Mrs. Shirley Jackson  
Mr. Jeff Norris  
Mr. Bryan Woodruff

**ANNOUNCEMENT OF MEETING PURPOSE**

Chairman Norris announced that the purpose of the Special Called Meeting is for the presentation of the District Accreditation Report.

**PUBLIC COMMENT**

No public comments.

**APPROVAL OF AGENDA**

Mr. Bryan Woodruff made the motion to approve the agenda. Mr. David Cook seconded the motion. With all ayes the October 5, 2016 agenda was approved.

**BOARD ACTION ITEMS**

**District Accreditation Report**

Dr. Edlow Barker, Lead Evaluator for AdvancED presented a PowerPoint Exit Report. Following are excerpts from his Exit Report.

## **Findings – *a Powerful Practice***

The district demonstrates good stewardship of taxpayer dollars through a commitment to strategic resource management.

© 2014 AdvancED



## **Findings – *an Improvement Priority***

Develop and implement an improvement plan to optimize services and equipment to provide a safe and healthy learning environment for all students and staff at all facilities.

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## IEQ Results

	<b>BCS</b>	AE Network Average
Overall Score	<b>334.96</b>	278.03
Teaching and Learning Impact	<b>327.78</b>	267.91
Leadership Capacity	<b>351.39</b>	292.76
Resource Utilization	<b>329.17</b>	284.48

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## IEQ Results

The IEQ results indicate that the school system is performing within acceptable ranges as compared to expected criteria as well as other institutions in the AdvancED network.

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## **Recommendation**

The External Review Team recommends to  
the AdvancED Accreditation Commission  
that

### **BARTLETT CITY SCHOOLS**

earn the distinction of  
accreditation by AdvancED.

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The External Review Team recommends to the AdvancED Accreditation Commission that Bartlett City Schools earn the distinction of accreditation by AdvancED.

### **ADJOURNMENT**

The meeting adjourned at 2:40 p.m.

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Jeff Norris  
Chairman

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Dr. David A. Stephens  
Superintendent

**BARTLETT CITY BOARD OF EDUCATION  
SPECIAL CALLED MEETING MINUTES**

Thursday, October 20, 2016

Bartlett City Hall-Council Chambers  
6400 Stage Road, Bartlett

7:15 PM

**INVOCATION AND PLEDGE OF ALLEGIANCE**

The Invocation and Pledge of Allegiance were waived.

**CALL TO ORDER & ROLL CALL**

**\*\*\* Official Business of the Day \*\*\***

Chairman Woodruff called the meeting to order immediately following the conclusion of the Work Session. The following Board Members were present:

Ms. Erin Berry

Mr. David Cook

Mrs. Shirley Jackson

Mr. Bryan Woodruff

Absent Board Members:

Mr. Jeff Norris

**ANNOUNCEMENT OF MEETING PURPOSE**

Chairman Woodruff announced the purpose of the meeting is to approve the Sales Agreement for Bartlett Square.

**PUBLIC COMMENT**

No public comments.

**APPROVAL OF AGENDA**

Mr. David Cook made the motion to approve the agenda. Ms. Erin Berry seconded the motion. All Board Members responded aye and the agenda was approved.

**BOARD ACTION ITEMS**

**Approval of the Sales Agreement for Bartlett Square**

**Motion Passed:** The approval of the Sales Agreement for Bartlett Square \$1,400,000.00 passed with a motion by Mr. David Cook and a second by Mrs. Shirley Jackson.

Ms. Erin Berry	Yes
Mr. David Cook	Yes
Mrs. Shirley Jackson	Yes
Mr. Jeff Norris	Absent
Mr. Bryan Woodruff	Yes

**ADJOURNMENT**

Meeting adjourned at 7:25 p.m.

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Jeff Norris  
Chairman

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Dr. David A. Stephens  
Superintendent

## **POLICY 5014.1: Family and Medical Leave**

The Bartlett City Board of Education complies with the Federal Family and Medical Leave Act guidelines in accordance with United States Department of Labor Regulations 29 CFR Part 825.

### **Eligibility**

Anyone who has been employed for at least twelve (12) months by Bartlett City Schools or anyone who has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for service for purposes of FMLA eligibility<sup>1</sup>) during the previous twelve month period.<sup>2</sup>

### **General Principles**

1. Any employee shall be granted, upon request, up to twelve (12) weeks unpaid leave for the birth or adoption of a child, the care of a child, spouse, or parent who has a serious health condition or for qualifying exigencies arising out of the fact that the employee's spouse, child, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. (Any employee requesting leave due to pregnancy, childbirth, or adoption shall be granted up to four (4) months leave.)<sup>3</sup>
2. Any employee on maternity leave shall be permitted to use accumulated sick leave during the period of actual physical disability only. Otherwise, the maternity leave shall be unpaid leave. A teacher may use up to thirty (30) days of accumulated sick leave for the adoption of a child. ~~If both adoptive parents are teachers, only one parent may request leave.~~ Written verification from the adoption agency or other entity handling the adoption shall be required before the leave is granted.<sup>4</sup>
3. A physician's statement may be required by the Superintendent when determining the period of actual physical disability.<sup>5</sup>
4. Request for leaves and extension of leaves shall conform to state law governing all leaves of absence.

### **Qualifying Exigencies**

Qualifying exigencies include:

1. Issues arising from a covered service member's short notice deployment (i.e., less days of notice) for a period of seven days from the date of notification;
2. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational

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<sup>1</sup> *Hinson v. Tecumseh Products Co.* 234 F.3d 1268, 6<sup>th</sup> Cir. (2000).

<sup>2</sup> Family and Medical Leave Act 1993

<sup>3</sup> T.C.A. §49-5-702; T.C.A. §4-21-408

<sup>4</sup> T.C.A. §49-5-710

<sup>5</sup> T.C.A. §49-5-704

briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered service member;

3. Making or updating financial and legal arrangements to address a covered service member's absence;
4. Attending counseling provided by someone other than a health care provider for oneself, the covered service member, or the child of the covered service member, the need for which arises from the active duty or call to active duty status of the covered service member;
5. Taking up to 15 days of leave to spend time with a covered service member who is on short-term temporary, rest and recuperation leave during deployment;
6. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered service member's active duty status, and addressing issues arising from the death of a covered service member;
7. Any other event that the employee and employer agree is a qualifying exigency.

### **Military Caregiver Leave<sup>6</sup>**

An eligible employee who is a spouse, child, parent, or next of kin of a covered service member or covered veteran with a serious injury or illness shall be granted up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for the covered service member or covered veteran. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A covered veteran is an individual who was a member of the Armed Forces at any time during the period of 5 years preceding the date of the medical treatment, recuperation, or therapy that has a serious injury or illness who is currently receiving medical treatment, recuperation, or therapy. The calculation of this 5-year period shall not include the interval of October 28, 2009 through March 8, 2013.

For covered service members, a serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. For covered veterans, a serious injury or illness is defined as:

1. A continuation of a serious injury or illness that was incurred or aggravated in the line of duty while on active duty that rendered the veteran unable to perform the duties of the veteran's office, grade, rank, or rating;
2. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50 percent or higher, and

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<sup>6</sup> 29 C.F.R. §825.127

such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave;

3. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
4. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

The "single 12-month period" for leave to care for a covered service member or covered veteran with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of twenty-six (26) workweeks of leave for any FMLA qualifying reason during the "single 12-month period." to provide care for a covered service member. The maximum of twenty-six (26) workweeks may include no more than twelve (12) workweeks of leave taken for the birth and care of a newborn child, for placement of a child for adoption or foster care, or for care of a parent who has a serious health condition, or for the employee's own serious health condition.<sup>7</sup>

### Restrictions

1. For foreseeable leave, the employee shall provide the Superintendent with at least thirty (30) days written notice before the beginning of the anticipated leave.
2. The Superintendent may require that a request for leave be supported by certification issued by a healthcare provider with the following information:
  - a. The date on which the serious health condition commenced;
  - b. The probable duration of the condition;
  - c. The appropriate medical facts within the knowledge of the health care provider regarding the condition; and
  - d. A statement that the eligible employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that such employee is needed.
3. If there is any reason to doubt the validity of the certification provided, the Superintendent may require, at the expense of the school system, an opinion of a second health care provider.
4. Once it has been established that the leave requested qualifies for FMLA, the Superintendent or his/her designee shall notify the employee within two (2) business days (absent extenuating circumstances) that —

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<sup>7</sup> 29 CFR §825.120

- (i) Any leave taken pursuant to state leave statutes (paid vacation leave, personal leave, sick leave or worker's compensation) shall run concurrently with FMLA leave.<sup>8</sup>
  - (ii) The notice may be given orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than the following pay day.<sup>9</sup>
5. Intermittent Leave - When a licensed employee requests foreseeable leave for planned medical treatment and the employee would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, the school may require that such employee elect either to take the leave for periods of a particular duration, not to exceed the duration of the planned medical treatment or to transfer temporarily to an available alternative position offered by the school system for which the employee is qualified, and that has equivalent pay and benefits and better accommodates recurring periods of leave.
6. Period Near the End of an Academic Term (*Professional employees*) - If leave is taken more than five (5) weeks prior to the end of the term, the Superintendent of schools may require the employee to continue taking leave until the end of the term if the leave is at least three (3) weeks of duration and the return of employment would occur during the three (3) week period before the end of the term. If the leave is taken five (5) weeks prior to the end of the term, the Superintendent may require the employee to continue taking leave until the end of the term if the leave is greater than two (2) weeks duration and the return to employment would occur during the two (2) week period before the end of the term.
- 6-7. Any employee eligible under state law who requests leave due to pregnancy, childbirth, or adoption shall be granted up to four (4) months leave. FMLA leave for birth and care of a newborn child or for placement of a child for adoption or foster care, shall run concurrently with the state leave.
- 7-8. Spouses employed by the same employer who are both eligible Bartlett City Schools employees are limited to a combined total of twelve (12) workweeks of FMLA leave in a single twelve (12) month period 26 workweeks in a "single 12-month period" if the leave is taken to care for a covered service member or covered veteran with a serious injury or illness, and for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

### Requirements of the Board

1. The employee shall be restored to the same position of employment or an equivalent position with no loss of benefits, pay or other terms of employment.
2. The employee shall be kept under any group health plan for the duration of the leave.
3. The Board may recover the premium paid under the following conditions:
  - a. The employee fails to return from leave after the period of leave has expired.

<sup>8</sup> 29 C.F.R. §825.207

<sup>9</sup> OP Tenn. Atty Gen 94-006 (Jan. 13, 1994); *Plant v. Morton International, Inc.* 212 F.3d 929, 6<sup>th</sup> Cir. (2000).

- b. The employee fails to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

## 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](mailto: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](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 Snodgrass Court  
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 9<sup>th</sup> 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.