

Jackson-Madison County School Board Meeting
August 13, 2020 5:30 PM
Board of Education

Attendance Taken at 5:30 PM.

Mr. Kevin Alexander:	Present
Mr. Wayne Arnold:	Present
Ms. Doris Black:	Present
Jim Campbell:	Present
Carol Carter Estes McCright:	Present
Mrs. Janice Hampton:	Present
Mr. James Johnson:	Present
Mr. A. J. Massey:	Present
Mrs. Shannon Stewart:	Present

1. CALL TO ORDER

Discussion: Meeting was called to order by James Johnson with a moment of silence at 5:30 pm.

- A. Moment of Silence
- B. Pledge of Allegiance

2. APPROVALS

A. Approval of Consent Agenda

Discussion: Shannon Stewart abstained due to conflict with her husband works with the firm

Action(s):

Motion Passed: A motion was made to approve the consent agenda. Passed with a motion by Mr. Kevin Alexander and a second by Ms. Doris Black.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Abstain (With Conflict)

- i. Minutes
- ii. Rainey, Kizer, Reverie, and Bell Engagement Letter
- iii. Transition to Work Contract (State/Professional Services)
- iv. School Support Organizations (SSO)
- v. Disciplinary Hearing Authority Board Appointment
- vi. Relocation Expense - Superintendent

3. PUBLIC COMMENTS

Discussion: There was no public comments at the August Board Meeting

4. ACTION ITEMS

A. Budget Amendments

Action(s):

Motion Passed: Motion was made to approve the budget amendments Passed with a motion by Ms. Doris Black and a second by Mrs. Janice Hampton.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

B. Policy 6.3041 Title IX & Sexual Harassment

Action(s):

Motion Passed: Motion was made to approve Policy 6.3041 Title IX & Sexual Harassment Passed with a motion by Mrs. Janice Hampton and a second by Mr. Kevin Alexander.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

C. Walker Wise Group

Action(s):

Motion Passed: Motion was made to approve the Walker Wise Group Contract Passed with a motion by Carol Carter Estes McCright and a second by Ms. Doris Black.

Voting Detail:

Mr. Kevin	Yes
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Alexander:
Mr. Wayne Arnold: Yes
Ms. Doris Black: Yes
Jim Campbell: Yes
Carol Carter Estes
McCright: Yes
Mrs. Janice
Hampton: Yes
Mr. James Johnson: Yes
Mr. A. J. Massey: Yes
Mrs. Shannon
Stewart: Yes

5. ITEMS REMOVED FROM CONSENT AGENDA

Discussion: No items were removed from consent agenda

A. Consent Agenda Item

6. ITEMS ADDED TO THE AGENDA PER VOTE UNDER ITEM 2.2

Discussion: No items added

7. COMMITTEE REPORTS

Discussion: Each committee members gave updates

A. Budget

B. Long-Range Planning

C. Technology

D. Policy

E. Insurance

F. JMCEA

8. SUPERINTENDENT'S REPORT

Discussion: Kim Tedford spoke on the reopening of schools. Cases are continuing to increase we have an excellent plan in place but the main concern is children taking this back home to their families. Dr. King shared about the Superintendent Road Show - two schools have already had cases of COVID at Pope and Liberty Schools. In order to keep the staff and students safe Dr. King presented the board with Distance learning option. More information will be given.

9. ADJOURNMENT

Discussion: James Johnson presented four board members Kevin Alexander, Wayne Arnold, Jim Campbell, and Carol Carter Estes-McCright was presented with clocks for their service well done. Meeting was adjourned at 6:27 pm.

Chairperson

Superintendent

Jackson-Madison County School Board Combine Meeting

July 9, 2020 5:30 PM

Jackson City Hall

Attendance Taken at 5:30 PM.

Mr. Kevin Alexander:	Present
Mr. Wayne Arnold:	Present
Ms. Doris Black:	Present
Jim Campbell:	Present
Carol Carter Estes McCright:	Present
Mrs. Janice Hampton:	Present
Mr. James Johnson:	Present
Mr. A. J. Massey:	Present
Mrs. Shannon Stewart:	Present

Janice Hampton and Shannon Stewart were unable to attend the July 9, 2020 Combined Work Session and Board meeting.

1. CALL TO ORDER

Discussion: James Johnson, Board Chairman, called the meeting to order with a moment of silence and the Pledge of Allegiance.

A. MOMENT OF SILENCE

B. PLEDGE OF ALLEGIANCE

2. APPROVALS

A. APPROVAL OF THE CONSENT AGENDA: MINUTES

Action(s):

Motion Passed: A motion was made to approve the Consent Agenda. Passed with a motion by Mr. Wayne Arnold and a second by Ms. Doris Black.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

B. APPROVAL OF THE AGENDA

Action(s):

Motion Passed: A motion was made to approve the Agenda. Passed with a motion by Carol Carter Estes McCright and a second by Mr. Kevin Alexander.

Voting Detail:

Mr. Kevin Alexander: Yes
Mr. Wayne Arnold: Yes
Ms. Doris Black: Yes
Jim Campbell: Yes
Carol Carter Estes McCright: Yes
Mrs. Janice Hampton: Yes
Mr. James Johnson: Yes
Mr. A. J. Massey: Yes
Mrs. Shannon Stewart: Yes

3. APPEARANCE BEFORE THE BOARD

Discussion:

The JMCSS Board Members have requested a monthly update from the JCM and Madison Projects. Chris Alexander Health Community thanked Chairman James Johnson for coordinating the groundbreaking ceremonies at each school and construction on both schools are going well. Chris Rice with Construction Manager mentioned that the projects are on target and on budget. Chris Alexander has emailed a detailed update for all Board members to review.

A. RECOGNITION OF SOUTHSIDE HIGH SCHOOL BOY'S BASKETBALL TEAM AND SOUTHSIDE HIGH SCHOOL ATHLETIC DIRECTOR

Discussion: The South Side High School Boys Basketball Team, Coach and Athletic Director was recognized at the July 9, 2020 Combined Work Session and Board Meeting for the remarkable season they had that was shorten due to the COVID-19 pandemic. The Boys Basketball Team was undefeated for the season with a record of 32-0 and earned a State Tournament appearance but the season was unable to finish with the cancellation of the State Tournament. The Basketball Team was able to accomplish the following throughout the season; the 33rd Annual Poplar Bluff, MO 2019 Basketball Showdown Champions (defeated a 3A and 5A nationally ranked team), #1AA all season, District 14AA Champions, Region 7AA Champions, Sub-state Champions, Tennessee Associated Press Class AA State Champions and made history for South Side High School Basketball.

South Side High School Boys Basketball Team

District, 14-AA **Team Mascot,** Hawks **Colors,** Black and White

Head Coach, DaMonn Fuller and **Assistant Coaches,** Jeremy Weddle, Sam Greer, Kendall Walker and Eric Liesey

Managers, Rodderrick Pugh, Makaya Futrell and Gracen Parker

Address, 84 Harts Bridge Road, Jackson, Tennessee 38301

Principal, Anita Tucker

Athletic Director, Casshawndra Sain

TEAM:

Rico Sain, Jailen Anderson, Kobe Ward, Aaron March, Brandon Maclin, Jaylen Cole, Josh Anderson, Bryson Baker, Jermaine Moore, Janias Parram, Matthew Berry, Javonte Bulter, Kirtlynn Martin, Bradley Rivers and Jytavion Johnson

The JMCSS Board presented the Team with a banner and starting July 19th for four weeks the teams picture recognizing them for the season will be showing on a digital billboard on Airways, FE Wright Dr., South Highland and Old Hickory Dr. free of charge to the system.

Casshawndra Sain, SSHA Athletic Director was recognized for demonstrating our core values of Judgement, Courage, Motivation, Service and Support. You have shown your dedication through 20 years of service to JMCSS athletics, staff, families, and stakeholders, but most importantly, the students of Jackson-Madison County. Mrs. Sain has served as an Educational Assistant, Special Education Teacher and serving the last 7 years as an Assistant Principal and Athletic Director. Mrs. Sain is currently the first African-American Female Assistant Principal and Athletic Director South Side High School has employed. Mrs. Sain has many accomplishments as she has served as the school's Athletic Director, School's Crisis and Safety Coordinator, Supervisor of the Exceptional Student (Special Education) Department, Supervisor of the School's Climate Team, Section 504 School Coordinator, Member of the School's RTI2 team, a member of the District's Facilities Team and the JMCSS "New Normal School Initiative" Team, 2019-2020 graduate of the NISL (National Institute for School Leadership) Program sponsored by the JMCSS, voted by SSHA student body the 2019-2020 Most School Spirit Award and awarded TSSAA A.F. Bridges 2019 Athletic Director of the year for District 7.

B. RAY WASHINGTON FOR SUPERINTENDENT TENURE

Discussion: The JMCSS Board Members recognized Ray Washington for his service while serving as the 2019-2020 Superintendent of Jackson-Madison County School System.

4. PUBLIC COMMENTS (30 MINUTES)

Discussion: Janis Carroll (teacher for JMCSS) voiced concerns with the reopening of school for Staff and Students.

5. JMCEA PRESIDENT ANNOUNCEMENT/REPORT

Discussion: Earlene Price represented JMCEA for Jeff Davis, President of the organization. Welcomed Dr. Marlon King to Jackson-Madison County School System, encouraged by the having teacher bonuses and being asked to serve on the New Initiative Team

6. REPORTS

A. FINANCIAL REPORT

Discussion: Ray Washington stated that there will not be any Budget Amendments in the Financial Reports for the month. Mr. Washington mentioned that in the Sales tax revenue this is showing April Revenues in the June information. There is a two month delay and at the end of July there will a better understanding of the revenues for the system.

B. HUMAN RESOURCES REPORT

Discussion: Dr. Ricky Catlett presented the Human Capital Report for the month of June. At this time the Human Resource Department has filled 109 positions with 41 positions to be filled for the 2020-2021 school year.

7. ACTION ITEMS

A. FY21 BUDGET - REVISED

Discussion: Dale Thomas the JMCSS Attorney, explained the difference between the JMCSS budget and the County budget that was approved.

Budget Process:

* When reviewing the proposed budget of the board of education, the County Commission "may alter or revise the total amount of expenditures as proposed...Upon alteration or revision

of the proposed budget of the (board) of education, the director of schools shall submit a revised budget within the total expenditures approved by the County Commission with 10 days. If the revised budget complies with the amount of expenditures as adopted by the County Commission, the revised budget will become the approved budget for the (board) of education."

* If no approved budget then there is a continuation budget based upon the appropriations in the prior fiscal year's budget. In a continuation budget the School System can spend no more than the amount that it spent in the same month of the prior fiscal year while operating under a continuation budget. However, a final operating budget must be adopted not later than August 31.

* If the County and School Board fail to agree on a final budget by August 31, by operation of law, the School Budget will be equal to what is required to comply with minimal maintenance of effort. If for three consecutive years the County and School Board fail to agree then in the third year the School gets a 3% increase in its maintenance of effort.

Differences in the Budgets:

* The significant changes comparing the two budgets are:

1. The revenue for local taxes for FY 20 in the County Budget was decreased from the Board approved budget resulting in the County shorting by \$2,123,136.00 its statutory obligation to fund Maintenance of Effort for FY 20 which results in the fund balance decreasing that the end of FY 20.
2. The projected local revenue contribution for FY 21 in the County Budget was decreased based upon a reduction of ADM of 105 students (which does not consider the increase in JMCSS's Pre-K student population).
3. The Ameresco payment was increased in the County Budget from \$290,000.00 to \$420,000.00

Maintenance of Effort:

*TCA 49-2-101 (1) requires the County to make revenue estimates and determine the amount of revenue necessary that is at least equal to the minimum budget required to comply with maintenance of effort.

* The maintenance of effort requirement is not just a budgeting requirement but is funding requirement. In TN Attorney General Opinion 11-86, the County was facing a shortfall in actual sales tax revenues. The AG was asked if the county was financially responsible for providing full funding of the county school system as budgeted (to the extent of maintenance of effort) from revenue sources other than sales tax revenue. The AG stated that the County had to fully fund maintenance of effort even though there was a shortfall in revenues.

Use of Fund Balance:

Per consultant, Chuck Cagle, there is no option, statute, rule, opinion, or regulation that allows the county commission to reduce MOE by any amount in the school district's unobligated fund balance. Additionally, it takes a joint action by both the board of education and the county commission to appropriate and spend funds that are in the unobligated fund balance. Fund balance funds can be used to meet maintenance of effort; however, as stated above, it takes approval of both bodies to make that happen. the county commission cannot unilaterally

appropriate fund balance dollars and place them in the education budget. From a policy perspective, such an act would constitute spending "one-time" non-recurring dollars to meet continuing budget requirements.

This position is supported by Tenn.Code Ann 49-3-352 (c) which says any use of Fund Balance "must be recommended by the board of education prior to appropriation by the County Commission." But see Tenn.Atty Gen. Op. 04-098 (this language was added in the 2014 amendment to solve a problem created when three local legislative bodies appropriated the Fund Balance reserves without the approval of the Board of Education).

CTAS is telling County that it can use Fund Balance to fund MOE. We invited CTAS and the County to sit down with JMCSS and the consultant to discuss but CTAS will not do so.

Line Item Issue:

* T.C.A. 5-21-111 (e)(1) allows the County Commission to revise the Board's proposed budget. However, the statute says that the County "may only alter or revise the total amount of expenditures as proposed." In this case, the County Commission not only revised the total expenditures but also revised the line item referenced above.

*The County revised a line item in the budget passed by the Board of Education. The expenditure revision occurs at line item in the budget presented by the Board of Education.

*The line item change is under the category 82330 Education and at line 620. The County budget increased this line item from \$290,000.00 to \$420,000.00 which accounts for the \$130,000.00 difference in the total expenditures approved by the Board and the County.

*The law is clear that the County cannot change line items in the budget. Otherwise, there would be a line item veto which is clearly not allowed by statute or case authority. However, the unique piece about this line is that it is an obligation the Board has to the County.

After the explanation by Dale Thomas, the Board Members had a few questions to be answered concerning the budgets.

Action(s):

Motion Passed: A motion was made to approve the Board of Education budget with the total of expenditures outlined in the County Commission budget but without the use of the system's fund balance. Passed with a motion by Mr. Wayne Arnold and a second by Mr. A. J. Massey.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes

Mr. A. J. Massey: Yes
Mrs. Shannon Stewart: Yes

B. 2020 ANNUAL CONFERENCES FOR THE SUPERINTENDENT, BOARD MEMBERS AND BOARD SECRETARY

Discussion: 2020 Annual Conferences - The following conferences are being proposed for board members, board secretary and/or superintendent attendance: NSBA - Board Superintendent, TSBA - Board, Superintendent and Secretary, TOSS/AASA - Superintendent, IEI - Superintendent and NABSE - Superintendent.

Action(s):

Motion Passed: A motion was made to except the following conferences to be attended by the Superintendent, Board Members and Board Secretary Passed with a motion by Ms. Doris Black and a second by Carol Carter Estes McCright.

Voting Detail:

Mr. Kevin Alexander: Yes
Mr. Wayne Arnold: Yes
Ms. Doris Black: Yes
Jim Campbell: Yes
Carol Carter Estes McCright: Yes
Mrs. Janice Hampton: Yes
Mr. James Johnson: Yes
Mr. A. J. Massey: Yes
Mrs. Shannon Stewart: Yes

8. COMMITTEE REPORTS

Discussion: James Johnson, Board Chairman mentioned that several of the Board Members met with Representative Johnny Shaw and Senator Ed Jackson on Friday, June 26, 2020. Board Members were encouraged to keep the Legislators accountable, to have more visits and Teacher pay raises on the agenda.

9. ITEMS REMOVED FROM THE CONSENT AGENDA

Discussion: There were no items removed from the consent agenda

10. ITEMS ADDED TO THE AGENDA PER VOTE ITEM 2.2

Discussion: There were no items added to the agenda

11. SUPERINTENDENT REPORT

Discussion: Dr. Marlon King was very appreciative of the welcoming his family received from the Community on July 1, 2020. Dr. King mentioned that the School New Normal Initiative (SNNI) work teams began work on how to re-open school for Staff and Students. The Community will be able to have updates on social media and the system's website but that the system will communicate once a secure plan is in place.

Dr. Marlon King is requiring a professional development for Staff before the students would return in order to better educate all students. Deputy Superintendent, Dr. Vivian Williams developed the following teams: Academics, Students-Whole child, Class Size/Schedule, Discipline Framework

and IEP, ESL, 504, traditional and non-traditional. Deputy Superintendent, Dr. Ricky Catlett developed the following teams: Facilities, Human Capital, Transportation, Communications, Technology, Safety/Security, Fiscal, Nutrition and Athletics. With each team there was a Central Office Staff Employee to lead various community leaders in the discussion for each area of concern.

Catherine Korth presented a power point with the JMCSS 2020-2021 School Reopening Employee and Parent Surveys. Each Survey was given the same time to fill out, Monday, June 22, 2020 to Wednesday, July 1, 2020

EMPLOYEE: There were 991 total responses from the Employee Survey

Q1: I am an employee of JMCSS as a(n)? Teacher - 649, Support Staff - 259 and Administrator - 83

Q2: What grade level do you teach? Pre-K - 76, K-2 - 211, 3-5 - 198, 6-8 - 151, High School - 185

Q3: What subject do you teach? Math - 253, Science - 197, Social Studies - 198, ELA - 278, CTE/Fine Arts/ Physical Ed - 54, SPED Self contained- 46, SPED inclusion - 76, Other - 60

Q4: If conditions regarding COVID-19 in August are similar to today, I plan to: Return to work without reservations - 354, Return to work with reservations - 580, Do not plan to return to work - 24, Other - 33

Q5: What safety options would you like to see schools take while students are present under current COVID-19 conditions? All staff and students required to wear masks - 423, Slightly abbreviated

school days where possible - 506, Limited Contact with large groups (lunch, p.e. etc) - 538, Staggered student days where not all students present - 629, Additional cleaning/sanitizing throughout the day - 878, Social distancing (6ft) within the classroom - 480, Minimize student transitions - 146, other - 112

Q6: What are your primary concerns about coming back to school? Public health regulations not being followed - 515, Classrooms and other students gathering places not properly disinfected - 661, Availability of disinfecting materials or PPE - 591, My student's mental health due to COVID-19 - 344, Readjustment to classroom or school life - 463, Student transportation (e.g school busses) - 366, Having in-person interactions with others - 392, Underlying health conditions of myself or family - 403, Other - 94

Q7: If you had the option of traditional school or online learning, which would you choose for instructional delivery under the current COVID-19 conditions? Traditional/In person schooling

-

328, Online/Distance Learning - 133, A combination of traditional and online - 519, Other - 11

Q8: Do you have a reliable high-speed internet connection that will support using a laptop for online/virtual learning/teaching? Yes - 884, No - 93, Other - 14

Q9: What online meeting platforms have you previously used? ZOOM - 879, Microsoft Teams - 476,

Google Meet - 141, Other - 88

Q10: In order to effectively provide distance learning, which of the following trainings would best support your needs? Hosting online meetings - 390, Virtual classroom platform - assignments and grade book - 539, Accessing your curriculum online - 356, Recording and posting videos of a lesson - 518, Recording and posting a screen cast - 436, Communication with students and parents - 486, Other - 80

Q11: Your feedback is important as we explore options for reopening schools as safety as possible in the fall of 2020. Please share additional concerns, thoughts or ideas that might not have been captured through the questions presented.

1. Asking for schools to be re-opened for in person teaching (65), Personal and family health and safety concerns (65)
3. Concerns about cleanliness of schools/availability of sanitizer (62)
4. Concerns about student access for online learning (50)
5. Concerns about wearing masks (46)
6. Concerns about how to social distance at school (43)
7. Effectiveness of online teaching (42)
8. Need for consistency -online platform and expectations (39)
9. Need for training for staff and parents on online platforms (35)
10. Need for screening, tendency to send sick students to school (35)
11. Concern for teachers with children in school on a hybrid schedule (14)

Parent/Guardian:

There were 4649 Total Responses but completed surveys were a total of 4075

Q1: How many school-aged children do you have enrolled in the Jackson-Madison County School System? 1- 47.49%, 2 - 33.68%, 3 or more - 18.82%

Q2: In August of 2020, what will be the grade band for your child(ren)? Elementary 61.22%, Middle 35%, High 40.25%

Q3: If the public health partners believe it is safe to allow in person instruction in August, will your student(s) return to school? Yes - 42.65%, Maybe - 42.76%, No - 14.58%

Q4: If health guidelines and/or health agencies prevent schools from returning at full capacity in August, which do you prefer: 5-day week remote learning (at home) - 33.08%, Hybrid model (part in-person learning, part at-home remote learning) - 66.92%

Q5: If a hybrid model is necessary to limit building capacity per health agency guidelines, which model do you prefer? Students in-person/alternating days - 2.11, Students alternate in-person/remote alternating days each week - 2.13, Students attend in - person 5 days - 1.76

Q6: If social distancing and health agency guidelines or other considerations prohibit or limit bus transportation, will self-transportation be an issue? Yes - 33.51% and No - 66.49%

Q7: How prepared do you feel to support your child with distance learning activities? Not prepared at all - 21.25%, Somewhat - 49.04%, Very prepared - 29.71%

Q8: Due to the spring school closures, how concerned are you that your child will not be prepared academically for the 2020-2021 school year? Not concerned at all - 34.65%, Somewhat concerned - 46.66%, Very concerned - 18.69%

Q9: Do you have a device other than a phone (computer, tablet, iPad, Chrome book, etc.) and internet access? No, I only have access to the internet on a phone and do not own another device - 16.50%, No, I own a device other than a phone but only have internet access through my phone/hotspot - 5.76%, Yes, I have a device other than a phone AND have internet access separate from my phone - 77.74%

Q10: What type of device do you have? (Select all that apply) Computer - 65.33%, Tablet - 38.85%, iPad - 31.90%, Chrome book - 14.05%, Other - 20.48%

Q11: Is there a different device available for every JMCSS student in your home? Yes - 55.93% and No - 44.07%

Q12: Do you have any suggestions or comments you would like to share?

1. Asking for schools to be re-opened for in person teaching (342)
2. Health and safety of students and staff (335)

3. Technology at home (241)
4. Concerns for working parents (201)
5. Asking for a fully virtual option (186)
6. Concerns about masks (142)
7. Social distancing (110)
8. Consistency/Communication (92)
9. Cleaning/Sanitation (76)
10. Students falling behind (51)

12. UPDATES AND DISCUSSION ITEMS

A. CARES ACT - ESSER BUDGET

Discussion: Deputy Superintendent Dr. Vivian Williams presented the report for the CARES ACT. The following figures have been given for the Jackson-Madison County School System: \$3,897,423.21

- * Unemployment Compensation - \$100,000.00
- * Virtual Software Platform (iReady) - \$335,100.00
- Virtual Software Platform (Edmentum) - \$132,500.00
- ESL Software - \$5,000.00
- * Mental Health Curriculum - \$65,000.00
- * Admin Costs: 1 retiree 120-day contact - \$35,510.00
- * PD (iReady Gr. K-8) - \$21,000.00
- * PD (Edmentum Gr. 9-12) - \$17,500.00
- * Masks/Gloves for schools \$56,250.00
- *60 Temperature Kiosks - \$150,000.00
- * Total Before Devices - \$927,860.00
- * Remaining for Devices - \$2,326,759.76
- * Amount reserved for Private Schools - \$638,706.68
- * After admin costs - \$642,803.45

B. DISCUSSION OF STUDENT ADVISORY COMMITTEE

Discussion: The Board would like more input from the Student Advisory Committee throughout the year.

C. POSSIBLE DATE CHANGE OF THE NOVEMBER 12, 2020 BOARD MEETING

Discussion: The November 12, 2020 Board Meeting will need to be rescheduled for November 2 Work Session and November 5 Board meeting due to the Board Members and the Superintendent will be attending the TSBA Leadership and Annual Conference in Nashville on November 12 to November 15.

13. ADJOURNMENT

Action(s):

Motion Passed: A motion was made to adjourn the meeting at 7:07pm. Passed with a motion by Mr. Wayne Arnold and a second by Ms. Doris Black.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes

Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

Chairperson

Superintendent

Jackson-Madison County School Board Special Called Meeting

July 30, 2020 5:30 PM

LIBERTY TECH HIGH SCHOOL

Attendance Taken at 5:30 PM.

Mr. Kevin Alexander: Present

Mr. Wayne Arnold: Present

Ms. Doris Black: Present

Jim Campbell: Present

Carol Carter Estes McCright: Present

Mrs. Janice Hampton: Present

Mr. James Johnson: Present

Mr. A. J. Massey: Present

Mrs. Shannon Stewart: Present

Shannon Stewart virtual due to out of town

1. CALL TO ORDER

Discussion: Meeting called to order by James Johnson at 5:35 pm

2. ACTION ITEMS

A. POLICIES RELATED TO COVID-19 AND RESOLUTION

Discussion:

- 1.101 - Role of the Board of Education
 - To the extent the plan conflicts with the district calendar, safety plans, and curriculum adoption.
- 1.400 - School Board Meetings
 - To the extent the plan conflicts with the location and time of school board meetings.
- 1.800 - School Calendar
 - To the extent the plan alters the school calendar to address changes implemented due to COVID-19.
- 1.801 - School Day
 - To the extent that the plan alters the school day so long as students receive 6.5 hours of instruction.
- 1.8011 - Emergency Closings
 - To the extent the Director needs to close schools to address issues resulting from COVID-19.
- 3.206 - Community Use of School Facilities
 - To the extent this policy conflicts with the Continuous Learning Plan.

- 4.200 - Curriculum Development
 - To the extent this policy conflicts with the Continuous Learning Plan.
- 4.209 - Alternative Credit Options
 - To the extent this policy conflicts with the Continuous Learning Plan.
- 6.200 - Attendance
 - To the extent this policy conflicts with the Continuous Learning Plan.
- 4.600 - Grading System
 - To the extent this policy conflicts with the Continuous Learning Plan.

Action(s):

Motion Passed: A motion was made to approval of the Resolution- Emergency Suspension of Board Policies During the 2020-2021 School Year due Covid-19 and the Revision of Policies. Passed with a motion by Mr. Wayne Arnold and a second by Mrs. Janice Hampton.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

B. POLICIES REVISIONS

Discussion: The Board approved the revised policies under 2 A.

C. FY21 BUDGET REVISED

Action(s):

Motion Passed: The Budget Committee is making a motion for the Board to approve the FY21 Budget with a caveat that will not approve any reduction in Maintenance of Effort (MOE) funding for FY20 including a reduction of Fund Balance without Board approval." Passed with a motion by Jim Campbell and a second by Ms. Doris Black.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes	Yes

McCright:
Mrs. Janice Hampton: Yes
Mr. James Johnson: Yes
Mr. A. J. Massey: Yes
Mrs. Shannon Stewart: Yes

D. CONTINUOUS LEARNING PLAN/SCHOOL NEW NORMAL INITIATIVE (CLP)

Discussion: The Continuous Learning Plan is being used due to COVID-19

Action(s):

Motion Passed: A motion was made for the approval of the Continuous Learning Plan Passed with a motion by Mr. Wayne Arnold and a second by Mrs. Janice Hampton.

Voting Detail:

Mr. Kevin Alexander: Yes
Mr. Wayne Arnold: Yes
Ms. Doris Black: Yes
Jim Campbell: Nay
Carol Carter Estes: Yes
McCright:
Mrs. Janice Hampton: Yes
Mr. James Johnson: Yes
Mr. A. J. Massey: Yes
Mrs. Shannon Stewart: Yes

E. SCHOOL CALENDAR - START DATE AND STOCKPILE DATES

Discussion: AJ Massey had stepped out of the room while the motion was made.

Action(s):

Motion Passed: A motion was made to approve the revised 2020-2021 School Calendar due to COVID 19 with the start date for Teachers and Students by the State. There will be another Calendar with 180 days to be approved by the Board at a later date. Passed with a motion by Mrs. Janice Hampton and a second by Mr. Kevin Alexander.

Voting Detail:

Mr. Kevin Alexander: Yes
Mr. Wayne Arnold: Yes
Ms. Doris Black: Yes
Jim Campbell: Yes
Carol Carter Estes: Yes
McCright:
Mrs. Janice Hampton: Yes
Mr. James Johnson: Yes
Mrs. Shannon Stewart: Yes

Stewart:

3. **ADJOURNMENT**

Action(s):

Motion Passed: A motion was made to adjourn at 6:53 Passed with a motion by Mr. Wayne Arnold and a second by Mrs. Shannon Stewart.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

Chairperson

Superintendent



RAINEY • KIZER • REVIERE & BELL PLC

209 EAST MAIN STREET
POST OFFICE BOX 1147
JACKSON, TENNESSEE 38301
731.423.2414
FAX: 731.426.8150

THOMAS H. RAINEY
JERRY D. KIZER, JR.
RUSSELL E. REVIERE
WILLIAM C. BELL, JR.
JOHN D. BURLESON
LAURA A. WILLIAMS
ROBERT O. BINKLEY, JR.
R. DALE THOMAS
CHARLES C. EXUM
MARTY R. PHILLIPS
DALE CONDER, JR.
TIMOTHY G. WEHNER
BRADFORD D. BOX
PATRICK W. ROGERS
MICHAEL L. MANSFIELD
MICHELLE G. SELLERS
KEELY N. WILSON
AMANDA C. WADDELL
GEOFFREY A. LINDLEY
CRAIG P. SANDERS
JONATHAN D. STEWART
JAMES V. THOMPSON
ADAM C. CRIDER
ASHLEY D. CLEEK
JOHN O. ALEXANDER, IV
NATHAN E. SHELBY
N. MARK KINSMAN
CHRISTIE KIZER BURBANK
MATTHEW R. COURTNER
W. CHRISTOPHER FRULLA
BRANDON W. REEDY
ADAM P. NELSON
BRANDON J. STOUT
ADDIE WILSON LUNSFORD
BAILEY L. WALDEN
HUGH FRANCIS IV
JORDAN K. GIBSON
AMY H. DEEMS

July 1, 2020

VIA E-MAIL ONLY

Jackson-Madison County Board of Education
310 North Parkway
Jackson, TN 38305
ATTN: Dr. Marlon King

Re: Engagement Agreement 2020-2021
Our File No. 01646/40000

Dear Dr. King:

It is the time of the year for me to submit my proposed Engagement Agreement to the Jackson-Madison County Board of Education ("Board"). It has been a few years since I have asked for a rate increase so this is the year that I normally would request one. However, in recognition of the budget issues for the 2020-2021 budget, I have decided to forego any request for a rate increase and propose the same hourly rate agreement that has previously been in place.

Thus, should the Board elect to continue to retain Rainey, Kizer, Reviere & Bell, P.L.C. ("RKR B") as counsel for the period of October 1, 2020 through September 30, 2021, the proposed Engagement Agreement is as follows:

OF COUNSEL:

GREGORY D. JORDAN
W. JOSEPH HOLLIS JR.
FRED S. CLELLAND
MATTHEW R. WEST
STEPHANY S. PEDIGO

105 SOUTH HIGHLAND AVENUE
POST OFFICE BOX 1147
JACKSON, TENNESSEE 38301
731.423.2414
FAX: 731.426.8111

50 NORTH FRONT STREET
SUITE 610
MEMPHIS, TENNESSEE 38103
901.333.8101
FAX: 901.577.1416

201 4TH AVE NORTH
SUITE 1850
NASHVILLE, TENNESSEE
37219
615.613.0442
FAX: 615.647.6250

1008 EXECUTIVE DRIVE
SUITE 104
HIXSON, TENNESSEE 37343
423.756.3333
FAX: 423.756.3337
(CHATTANOOGA)

1. **Service/Matters Involved.** RKR B understands that the Board seeks legal consultation and advice, representation and other appropriate legal services to the Board, Director of Schools, other District staff, and at the request of the Director of Schools, to other Board employees. These legal issues include, but are not limited to, areas of employment, constitutional, civil rights, contract, tort, insurance, school finance, construction, student discipline, and general school law. Services may include, but not be limited to, representation in administrative hearings, local courts, state trial and appellate courts, and federal trial and appellate courts.

2. **Personnel.** The personnel who are likely to be principally involved in this legal representation on behalf of RKR B are as follows:

Members:	Dale Thomas; Geoffrey Lindley; William C. Bell, Jr. (Bell works on commercial, construction and real estate matters only)
Associate:	Taylor Flake
Paralegal:	Carrie L. Johnson

WWW.RAINEYKIZER.COM

MEMPHIS • JACKSON • NASHVILLE • CHATTANOOGA

RKRB retains the right and authority to assign various duties related to the representation of the Board to other partners, associates, legal assistants, paralegals, law clerks, and/or other personnel of RKRB depending on the issues involved.

3. Fees For Services.

- (a) The Firm agrees to accept an Annual Retainer for 300 hours of general legal services such as responding to telephone calls, attending meetings, rendering advice and opinions, and research of legal issues, etc. The retainer required for these legal services is \$54,000.00 to be paid in twelve (12) monthly increments of \$4,500.00. **The first payment is due October 2020.** After the 300 hours have been expended, the compensation will be determined in accord with the Standard Hourly Rates. The Firm agrees to give, at minimum, a quarterly accounting of the number of hours expended towards the Annual Retainer to the Superintendent.
- (b) The method to be used for determining the proper amount of legal fees will be the time expended by RKRB to perform the legal services for your benefit billed on itemized tenth hour increments. The following Standard Hourly Rates will apply:

William C. Bell, Jr.:	\$235.00 per hour
Members (other than Will Bell):	\$190.00 per hour
Associates:	\$170.00 per hour
Paralegals:	\$90.00 per hour

The Standard Hourly Rates apply to all legal work performed after expending the Annual Retainer described in paragraph 3(a) and to all other legal work pertaining to matters of litigation, OCR/employment investigations and responses, teacher disciplinary/dismissal hearings, real estate/construction/commercial transactions, and any special projects as may be requested by the Board or Superintendent. These rates do not include other fees, charges, expenses described in paragraphs 3(c) and 3(d), for which the Board will be responsible. All matters which are billed on Standard Hourly Rates will be invoiced bi-monthly.

- (c) With prior approval by you, RKRB will retain such other persons or entities to perform services for the Legal Services, such as expert witnesses. The Board will pay such fees for other persons or entities directly.
- (d) RKRB may incur various expenses (such as filing charges, courier services, depositions, copies, travel expenses, and postage) in providing services to you. Mileage expenses for out-of-county travel will be billed at the current Internal Revenue Service mileage reimbursement rate. These expenses will be itemized on billing statements, and you agree to reimburse RKRB for such expenses. There will be no reimbursement for professional or Continuing Legal Education seminars.

4. Additional Legal Counsel. The Firm understands that the Board may elect to employ additional counsel from time to time.

Dr. Marlon King
July 1, 2020
Page 3

5. **Accessibility.** The Firm recognizes and understands that the Board or district administrators may need immediate accessibility to attorneys. The Firm agrees to provide emergency contact information for the attorneys principally assigned. In the event one of the principal attorneys will be out of the office for an extended period, another principal attorney will serve as a back-up.
6. **Complete Agreement.** This engagement letter includes the entire agreement between you and RKRB. This agreement can be modified with another written agreement signed by you and RKRB. This agreement shall be binding upon you and RKRB and their respective heirs, executors, legal representatives, and successors. This agreement shall be construed in accordance with Tennessee law.

Should you have any questions or need any additional information, please do not hesitate to contact me. If the terms of this Agreement are acceptable, please have the Chair of the Board sign and return to my attention.

Best regards.

Yours very truly,

RAINEY, KIZER, REVIERE & BELL, P.L.C.



R. Dale Thomas, Attorney at Law
direct dial: 731.426.8120
fax: 731.426.8150
email: dthomas@raineykizer.com

RDT:ajh

Approved by:

James "Pete" Johnson, Chair of Board of Education

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
JACKSON-MADISON COUNTY SCHOOLS**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" or the "Grantor State Agency" and Jackson-Madison County Schools, hereinafter referred to as the "Grantee," is for the provision of Pre-Employment Transition Services Transition School to Work program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2711

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Definitions:
- a. *Counseling on Post-Secondary Education*: means providing information on course offerings, career options, types of academic and occupational training needed to succeed in the workplace, and postsecondary opportunities associated with career fields or pathways. Counseling on Post-Secondary Education is further defined at: <http://www.wintac.org/topic-areas/pre-employment-transition-services/overview/counseling-opportunities-enrollment>
 - b. *Instruction in Self-advocacy*: means instruction to further an individual's ability to effectively communicate, convey, negotiate or assert his/her own interests and/or desires. Instruction in Self-advocacy is further defined at: <http://www.wintac.org/topic-areas/pre-employment-transition-services/overview/instruction-self-advocacy>.
 - c. *Instructional Unit*: means a unit of measure consisting of at least thirty (30) minutes of instruction to a student.
 - d. *Job Exploration Counseling*: means counseling intended to foster motivation, consideration of employment opportunities and informed career path decision-making. Job Exploration Counseling is further defined at: <http://www.wintac.org/topic-areas/pre-employment-transition-services/overview/job-exploration-counseling#overlay-context=topic-areas/pre-employment-transition-services/overview/job-exploration-counseling>. Job Exploration Counseling may include discussion or information on:
 - (1) The student's vocational interest inventory results;
 - (2) The labor market;
 - (3) In-demand industries and occupations;
 - (4) Non-traditional employment options;
 - (5) Administration of vocational interest inventories; and
 - (6) Identification of career pathways of interest to the students.
 - e. *Pre-employment Transition Services (Pre-ETS)*: means pre-employment transition services as defined in 34 CFR § 361.5(c)(42) and 34 CFR § 361.48.
 - f. *Student with a Disability*: means an individual with a disability in a secondary, postsecondary, or other recognized education program who meets the requirements of 34 CFR § 361.5(c)(51).
 - g. *Work-based Learning Services (WBL)*: means an educational approach or instructional methodology that uses the workplace or real work to provide students with the knowledge and skills that will help them connect school experiences to real-life work activities and

future career opportunities. Work-based Learning Services is further defined at: <http://www.wintac.org/topic-areas/pre-employment-transition-services/overview/work-based-learning-experiences>. WBL may include in-school or after school opportunities, or experience outside the traditional school setting (including internships). In order to be considered a valid job site development experience, the activity must meet the following criteria:

- (1) Provide an opportunity for Students to complete work related tasks and learn soft skills appropriate to the workplace;
 - (2) Provide an integrated environment;
 - (3) Provide Students an opportunity to develop knowledge and skills that will help them connect school experiences to real-life work activities;
 - (4) Engage, motivate and augment the learning process; and
 - (5) Provide long-term engagement of Students and provide a summation of acquired work skills.
- h. *Workplace Readiness Training*: means training in the development of social skills and independent living skills, such as communication and interpersonal skills, financial literacy, orientation and mobility skills, job-seeking skills, and employer expectations. Workplace Readiness Training is further defined at: <http://www.wintac.org/topic-areas/pre-employment-transition-services/overview/workplace-readiness-training>
- i. *Workforce Innovation and Opportunity Act (WIOA)*: means the federal law codified at 29 U.S.C. § 3101 et seq. designed to strengthen and improve the nation's public workforce development system by helping Americans with barriers to employment, including individuals with disabilities, achieve high quality careers and helping employers hire and retain skilled workers.
- j. *Vocational Rehabilitation Services Program (VR)*: means a program that provides directly or facilitates the provision of one or more vocational rehabilitation services to individuals with disabilities to enable those individuals to maximize their opportunities for employment, including career advancement.
- A.3. The Grantee shall offer the following five (5) Pre-employment Transition Service activities for Students with Disabilities in accordance with the Public Law 113-128, Workforce Innovation and Opportunity Act of 2014 (WIOA), Section 422, and Code of Federal Regulations, Title 34, Part 361, as amended:
- (1) Job Exploration Counseling;
 - (2) Work-based Learning Services;
 - (3) Workplace readiness training to develop social skills and independent living;
 - (4) Instruction in Self-advocacy; and
 - (5) Transition or Post-secondary Education Counseling on Opportunities for Enrollment in Comprehensive Programs at Institutions of Higher Education.
- A.4. Grantee shall provide One (1) Transition Coach, One (1) Transition Manager, and Two (2) Workplace Readiness Specialist staff to provide Pre-ETS, as outlined in Section A.3. above, and develop corresponding job specifications for each position funded by this Grant Contract. The State will provide sample job specifications to the Grantee upon request.
- A.5. The Grantee agrees to provide accessible office facilities for staff, applicants and eligible students and will make reasonable efforts to accommodate individuals with disabilities, in compliance with state and federal law, including, but not limited to, the Americans with Disabilities Act.
- A.6. The Grantee's performance of this Grant Contract shall not supplant or replace any transition activities that the Grantee already performs and shall not replace the performance of any school personnel's regular duties. The Grantee agrees to provide all technical and administrative services as needed for Grant Contract completion. The Grantee agrees to monitor and review



JACKSON-MADISON COUNTY BOARD OF EDUCATION

Dr. Marlon King, Superintendent

*James "Pete" Johnson, Chairman • Wayne Arnold, Vice-Chairman
Kevin Alexander • Dorothy Black • Jim Campbell • Carol Carter Estes-McCright • Janice Hampton • AJ Massey • Shannon Stewart*

The following School Support Organizations have active state reporting status and the Tennessee Internal School Uniform Accounting Policy Manual required Verification forms have been completed for the 2020-2021 school year.

Elementary Schools

Middle Schools

1. Northeast Middle School PTO

High Schools

1. SSHA Baseball Boosters



JACKSON-MADISON COUNTY BOARD OF EDUCATION

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Kevin Alexander • Dorothy Black • Jim Campbell • Carol Carter Estes-McCright • Janice Hampton • AJ Massey • Shannon Stewart*

SY20-21 Proposed DHA Board

8/5/2020

Adam Peachy-Asst. Principal
Carol Rogers-SPED
Amy Jones-Juvenile Detention Center
Kyle Lutz-Asst. Principal
Megan Taylor-Homeless Liaison
Craig McNatt-Asst. Principal
Sonya Washington-Alt. School Liaison
Terrance Morris-Asst. Principal
Ronald Benton-Community Member

Substitutes: Shannon Davis and Konisha Williams

Jackson-Madison County School System
August 2020 Budget Amendments
(School Board and County Commission Approval Required)

Fund #141 General Purpose Schools

1. \$16,000 Voluntary Pre-K Grant- This amendment aligns the original estimated FY21 budget to the actual budget approved by the state, which includes a reduction in funding.
2. \$6,913 Safe Schools Act Grant- This amendment aligns the general ledger to reflect the carryover (new money) funds from FY20.
3. \$228 Project Lead the Way Grant- This amendment aligns the general ledger to reflect (new money) carryover funds from FY20.
4. \$3,549 Toyota STEM Grant- This amendment aligns the general ledger to reflect carryover (new money) funds from FY20.
5. \$547,027 This amendment reallocates funds that were previously budgeted for the Ombudsman program to cover new employee positions for the alternative school program and associated supplies, equipment, and professional development. Available funds will also be used to restore funding for cell phone allowances and contract services provided by the incoming deputy superintendent.

Jackson-Madison County School System
August 2020 Budget Amendments
(School Board Approval Required)

Fund #141 General Purpose Schools

1. \$650 This line item transfer is to cover the cost of a printer contract for the Community Engagement Coordinator.

Fund #142 School Federal Projects

2. \$56,715 District Priority School Improvement Grant- This amendment aligns the original estimated FY21 budget to the actual state approved budget.
3. \$13,316 Title IX- This amendment aligns the original estimated FY21 budget to the actual state (new money) approved budget.
4. \$27,309 CTE Perkins Basic- This amendment aligns the original estimated FY21 budget to the (new money) actual state approved budget .
5. \$20,000 IDEA Innovation Grant- Funds from this grant will be used to purchase instructional (new money) materials, instructional software, and teletherapy software for students with disabilities. Funds will also be used to provide professional development.
6. \$10,000 IDEA Partnership Incentive Funds- Funds from this grant will be used to purchase (new money) reading and math materials, science kits, social studies kits, etc. to support instruction in the general education setting.
7. \$5,980 IDEA CCEIS- This amendment aligns the original estimated FY21 budget to the actual state approved budget.
8. \$200 IDEA Preschool- This amendment aligns the original estimated FY21 budget to the actual state approved budget.
9. \$719,627 COVID-19 Grant #1- This amendment aligns the original estimated budget to the (new money) actual state approved budget. These CARE grant funds will be used primarily to facilitate reopening and learning acceleration by purchasing devices and software to improve virtual capabilities.


Madison County
Budget Amendment Request

FUND: Federal Projects 142

DEPARTMENT: COVID-19 Grant # 1

Account Number or Org/Object	Account Title	(R)/(E)	Current Budget	Amendment Request	(D)/(C)	Amended Budget
93111000 516300	Educational Assistants	E	\$ -	\$ 22,500.00	C	\$ 22,500.00
93111000 520100	Social Security	E	\$ -	\$ 1,725.00	C	\$ 1,725.00
93111000 520600	Life Insurance	E	\$ -	\$ 150.00	C	\$ 150.00
93111000 520700	Medical Insurance	E	\$ -	\$ 6,000.00	C	\$ 6,000.00
93111000 520800	Dental Insurance	E	\$ -	\$ 350.00	C	\$ 350.00
93111000 521100	Local Retirement	E	\$ -	\$ 3,215.00	C	\$ 3,215.00
93111000 539900	Other Contracted Services	E	\$ 60,000.00	\$ 60,000.00	D	
93111000 542900	Instructional Supplies & Materials	E	\$ -	\$ 6,127.00	C	\$ 6,127.00
93111000 547100	Software	E	\$ 75,000.00	\$ 460,328.00	C	\$ 535,328.00
93111000 572200	Regular Instruction Equipment	E	\$ 2,981,423.00	\$ 213,037.00	D	\$ 2,768,386.00
93112000 542900	Instructional Supplies & Materials	E	\$ -	\$ 10,000.00	C	\$ 10,000.00
93121200 549900	Other Supplies and Materials	E	\$ -	\$ 68,320.00	C	\$ 68,320.00
93121200 573500	Health Equipment	E	\$ 150,000.00	\$ 26,400.00	C	\$ 176,400.00
93121300 539900	Other Contracted Services	E	\$ -	\$ 7,500.00	C	\$ 7,500.00
93121300 549900	Other Supplies and Materials	E	\$ -	\$ 65,000.00	C	\$ 65,000.00
93122100 518900	Other Salaries and Wages	E	\$ 140,000.00	\$ 105,000.00	D	\$ 35,000.00
93122100 520100	Social Security	E	\$ 8,600.00	\$ 8,090.00	D	\$ 510.00
93122100 520400	Pensions	E	\$ 10,900.00	\$ 10,900.00	D	
93122100 552400	In Service/Staff Development	E	\$ 40,000.00	\$ 1,500.00	D	\$ 38,500.00
93126100 539900	Other Contracted Services	E	\$ -	\$ 25,000.00	C	\$ 25,000.00
93126100 549900	Other Supplies and Materials	E	\$ 300,000.00	\$ 289,600.00	D	\$ 10,400.00
93126100 572000	Plant Operation Equipment	E	\$ -	\$ 17,012.00	C	\$ 17,012.00
93191000 550400	Indirect Cost	E	\$ 31,500.00	\$ 31,500.00	D	
			Total Debits	\$ 719,627.00		
			Total Credits	\$ 719,627.00		

Justification/Description (MUST BE THOROUGH):
 This amendment aligns the original estimated budget to the actual state approved budget. These CARE grant funds will be used primarily to facilitate reopening and learning acceleration by purchasing devices and software to improve virtual capabilities.

Requested By: 

Date: 7-31-20

This form should be sent to the Finance Office. All budget amendments must be signed and have County Commission approval (with the exception of Internal amendments which will have Finance approval) **PRIOR** to funds being expended.

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Title IX & Sexual Harassment	Descriptor Code: 6.3041	Issued Date:
		Rescinds:	Issued:

1 *General*

2 In order to maintain a safe, civil, and supportive learning environment, all forms of sexual harassment
3 and discrimination on the basis of sex are prohibited.¹ This policy shall cover employees, employees'
4 behaviors, students, and students' behaviors while on school property, at any school-sponsored activity
5 or event, on school-provided equipment or transportation, or at any official school bus stop in accordance
6 with federal law. This policy shall be disseminated annually to all school staff, applicants for
7 employment, students, and parent(s)/guardian(s).² The Title IX Coordinator as well as any personnel
8 chosen to facilitate the grievance process shall not have a conflict of interest or bias for or against any
9 party of the complaint.³ If any person involved in the grievance process is involved in the complaint or
10 has a conflict of interest or bias, an alternative person will be assigned. These individuals shall receive
11 training on the Title IX's definition of sexual harassment, the scope of JMCSS's education programs
12 and activities, how to conduct an investigation and grievance process, and how to serve impartially.³

13 All employees shall receive training on complying with this policy and federal law.⁴

14 **TITLE IX COORDINATOR**⁵

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

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

19 **Title:** Deputy Superintendent of Academics, Students, and Schools.

20 **Mailing address:** 310 North Parkway, Jackson, TN 38305

21 **Phone number:** (731) 664-2500

22 **Email:** vwilliams@jmcoss.org

23 **DEFINITIONS**⁴

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

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

1 “Sexual harassment” is conduct on the basis of sex that satisfies one or more of the following:³

- 2 1. A school district employee conditioning an aid, benefit, or service of an education program or
3 activity on an individual’s participation in unwelcome sexual conduct;
4
- 5 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and
6 objectively offensive that it effectively denies a person equal access to the education program
7 or activity; or
- 8 3. Sexual assault,⁶ dating violence,⁷ domestic violence,⁸ or stalking⁹ as defined by federal law.

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

- 10 1. Sexually suggestive remarks;
11
- 12 2. Verbal harassment or abuse;
13
- 14 3. Sexually suggestive pictures;
15
- 16 4. Sexually suggestive gesturing;
17
- 18 5. Harassing or sexually suggestive or offensive messages that are written or electronic;
19
- 20 6. Subtle or direct propositions for sexual favors; and
21
- 22 7. Touching of a sexual nature.

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

25 “Supportive measures” are non-disciplinary, non-punitive, individualized services and shall be offered
26 to the complainant and the respondent, as appropriate and reasonably available, without fee or charge.
27 These measures may include, but are not limited to, the following:

- 28 1. Counseling;
29
- 30 2. Course modifications;
31
- 32 3. Schedule changes; and
33
- 34 4. Increased monitoring or supervision.

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

1 **GRIEVANCE PROCESS**

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

- 4 1. Promptly contact the complainant to discuss the availability of supportive measures;
- 5
- 6 2. Consider the complainant's wishes with respect to supportive measures;
- 7
- 8 3. Inform the complainant of the availability of supportive measures; and
- 9
- 10 4. Explain the process for filing a formal complaint.¹⁰

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

15 Disciplinary consequences or sanctions shall not be initiated against the respondent until the grievance
16 process has been completed.¹⁰ Unless there is an immediate threat to the physical health or safety of
17 any student arising from the allegation of sexual harassment that justifies removal, as determined after
18 an individualized safety and risk analysis, the respondent's placement shall not be changed.¹¹ If the
19 respondent is removed, the school district must provide the respondent with notice and an opportunity
20 to challenge the decision immediately after removal.¹¹ If the respondent is an employee, he/she may be
21 placed on administrative leave during the pendency of the grievance process.¹² The Title IX
22 Coordinator shall keep the Director of Schools informed of any employee respondents so that he/she
23 can make any necessary reports to the State Board of Education in compliance with state law.¹³

24 **Complaints**

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

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

32 Upon receipt of a formal complaint, the Title IX Coordinator shall promptly:¹⁴

- 33 1. Provide written notice to the known parties of the grievance process and the allegations
34 potentially constituting sexual harassment under Title IX with sufficient details then known and
35 with sufficient time to prepare a response before any initial interview. Sufficient details include
36 the identities of the parties involved (if known), the conduct allegedly constituting sexual
37 harassment, and the date and location of the alleged incident (if known).

- 1
- 2 2. Inform the parties of the prohibition against making false statement or knowingly submitting
- 3 false information;
- 4
- 5 3. Inform the parties that they may have an advisor present during any subsequent meetings; and
- 6
- 7 4. Offer supportive measures in an equitable manner to both parties.

8 If, in the course of an investigation, the school district decides to investigate allegations about the
9 complainant or respondent that are not included in the notice described in paragraph 1, the school district
10 must provide notice of the additional allegations to the parties known at that time.

11 If the Title IX Coordinator dismisses a complaint, written notice, including the reasons for dismissal,
12 shall be provided to both parties simultaneously.¹⁵ If the conduct alleged in the formal complaint would
13 not constitute sexual harassment as defined by Title IX even if proven, did not occur in the school
14 district's education program or activity, or did not occur against a person in the United States, then the
15 school district must dismiss the formal complaint for purposes of sexual harassment under Title IX. The
16 school district could take action under another policy or code of conduct.¹⁵

17 The school district may dismiss a formal complaint or any allegations therein, if any time during the
18 investigation, a complainant notifies the Title IX Coordinator in writing that the complainant would like
19 to withdraw the formal complaint or any allegation therein; the respondent is no longer enrolled or
20 employed by the school district; or specific circumstances prevent the school district from gathering
21 evidence sufficient to reach a determination as to the formal complaint or allegations therein.¹⁵

22 The district may consolidate formal complaints as to the allegations of sexual harassment against more
23 than one respondent, or by more than one complainant against one or more respondents, or by one party
24 against the other party, where the allegations of sexual harassment arise out of the same facts or
25 circumstances.¹⁶

26 **Investigations¹⁷**

27 The Human Capital Partner shall serve as the investigator and be responsible for investigating complaints
28 in an equitable manner that involves an objective evaluation of all relevant evidence, including both
29 inculpatory and exculpatory evidence. No credibility determinations may be based on a person's status
30 as a complainant, respondent, or witness.¹⁸ The burden of proof and the burden for obtaining evidence
31 sufficient to reach a determination regarding responsibility rests on the school district and not the
32 complainant or respondent.¹⁹

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

37 All investigations shall be completed within twenty (20) calendar days from the receipt of the initial
38 complaint. If the investigation is not complete within twenty (20) calendar days, the investigator shall

1 provide the Title IX Coordinator with appropriate documentation detailing the reasons why the
2 investigation has not been completed.

3 All investigations shall:

- 4 1. Provide an equal opportunity for the parties to present fact and expert witnesses and evidence;²⁰
5
- 6 2. Not restrict the ability of either party to discuss the allegations under investigation or gather
7 and present relevant evidence;²¹
8
- 9 3. Refrain from requiring, allowing, relying upon, or otherwise using questions or evidence that
10 seek disclosure of information protected under a legally recognized privilege unless such
11 privilege has been waived;²²
12
- 13 4. Provide the parties with the same opportunities to have others present during any grievance
14 proceeding, including the opportunity to be accompanied to any related meeting or proceeding
15 by the advisor of their choice;²³
16
- 17 5. Provide to parties whose participation is requested written notice of the date, time, location,
18 participants, and purpose of all investigative interviews, or other meetings, with sufficient time
19 for the party to prepare to participate;²⁴
20
- 21 6. Provide both parties an equal opportunity to inspect and review any evidence directly related to
22 the allegations in the formal complaint, including evidence the district does not intend to rely
23 upon in reaching a determination regarding responsibility and inculpatory or exculpatory
24 evidence;²⁵ and
25
- 26 7. Result in the creation of an investigative report that fairly summarizes relevant evidence.
27
 - 28 a. Prior to the completion of the investigative report, the investigator shall send to each
29 party and the party's advisor, if any, the evidence subject to inspection and review. All
30 parties shall have at least ten (10) days to submit a written response, which the
31 investigator must consider before completing the investigative report.²⁵

32 Within the parameters of the federal Family Educational Rights and Privacy Act,²⁶ the Title IX
33 Coordinator shall keep the complainant and the respondent informed of the status of the investigation
34 process. At the close of the investigation, a written final report on the investigation will be delivered to
35 each party and each party's advisor, if any, for their review and written response. The parties and their
36 advisors must receive the investigative report at least 10 days before the determination regarding
37 responsibility. The investigative report will also be delivered to the Director of Schools.²⁷

38 **Determination of Responsibility**²⁸

39 The respondent is presumed not responsible for the alleged conduct until a determination regarding
40 responsibility is made at the conclusion of the grievance process.²⁹ The preponderance of the evidence
41 standard shall be used in making this determination.³⁰

1 The Director of Schools shall act as the decision-maker. The decision-maker cannot be the Title IX
2 Coordinator or the investigator(s).³¹ He/she shall receive the final report of the investigation. Before
3 determining responsibility, the decision-maker must allow each party the opportunity to submit written,
4 relevant questions that he/she wants asked of any party or witness.³² The decision-maker will provide
5 the questions to the party or witness, and after receiving answers, the decision-maker will provide each
6 party with the answers and allow for additional, limited follow-up questions from each party.³² The
7 decision-maker must explain to the party proposing the questions any decision to exclude a question as
8 not relevant.³² Questions and evidence about the complainant's sexual predisposition or prior sexual
9 behavior are not relevant, unless such questions and evidence about the complainant's prior sexual
10 behavior are offered to prove that someone other than the respondent committed the conduct alleged by
11 the complainant, or if the questions and evidence concern specific incidents of the complainant's prior
12 sexual behavior with respect to the respondent and are offered to prove consent.³²

13 The decision-maker shall make a written determination regarding responsibility. The written
14 determination must include:

- 15 1. Identification of the allegations potentially constituting sexual harassment under Title IX;
- 16 2. A description of the procedural steps taken after receipt of the formal complaint through the
17 determination, including any notices to the parties, interviews with parties and witnesses, site
18 visits, and methods used to gather other evidence;
- 19 3. Findings of fact supporting the determination;
- 20 4. Conclusions regarding the application of the school district's code of conduct to the facts;
- 21 5. Statement of, and rationale for, the result as to each allegation, including a determination
22 regarding responsibility, any disciplinary sanctions imposed on respondent, and whether the
23 school district will provide complainant any remedies designed to restore or preserve equal
24 access to the school district's education program or activity; and
- 25 6. The school district's procedures and bases for the complainant and respondent to appeal.³³

26

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

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

33 **APPEALS**³⁴

34 Either party may appeal from a determination of responsibility based on a procedural irregularity that
35 affected the outcome, new evidence that was not reasonably available at the time of the determination
36 or dismissal was made that could affect the outcome, or an alleged conflict of interest or bias on the part
37 of the Title IX Coordinator, investigator(s), or decision-maker(s).³⁵ Appeals shall be submitted to the
38 Title IX Coordinator within ten (10) days of a determination of responsibility.

1 Upon receipt of an appeal, the Title IX Coordinator shall notify the parties in writing. An impartial
 2 hearing officer will hear the appeal. Within five (5) days of receipt of the appeal, the Title IX Coordinator
 3 will appoint an impartial hearing officer.

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

8 CONTINUANCES

9 Circumstances may occur in which a temporary delay of the grievance process or a limited extension
 10 of the deadlines in the grievance process is required. Such delays or extensions can occur for good
 11 cause. Good cause may include, but is not limited to, the absence of a party, a party's advisor, or
 12 witness; concurrent law enforcement activity; or the need for language assistance or accommodation of
 13 disabilities. The district must provide written notice to the parties of the delay or extension and the
 14 reason for it.³⁶

15 RETALIATION

16 Retaliation against any person who makes a report or complaint or assists, participates, or refuses to
 17 participate in any investigation of an act alleged in this policy is prohibited.³⁷

18 RECORDKEEPING

19 The district will maintain all required records pursuant to the obligations and time periods prescribed by
 20 Title IX and its regulations.³⁸

Legal References

1. 34 CFR § 106.1
2. 34 CFR § 106.8(b),(c)
3. 34 CFR § 106.45(b)(1)(iii); 34 CFR § 106.45(b)(10)(D)
4. 34 CFR § 106.30(a)
5. 34 CFR § 106.8(a)
6. 20 USCA 1092(f)(6)(A)(v)
7. 34 USCA 12291(a)(10)
8. 34 USCA 12291(a)(8)
9. 34 USCA 12291(a)(30)
10. 34 CFR § 106.44(a)
11. 34 CFR § 106.44(c)
12. 34 CFR § 106.44(d)
13. TRR/MS 0520-02-03-.09(2); TCA 49-5-417(c)
14. 34 CFR § 106.45(b)(2)
15. 34 CFR § 106.45(b)(3)
16. 34 CFR § 106.45(b)(4)
17. 34 CFR § 106.45(b)(5); 34 CFR § 106.45(b)(1)(v)
18. 34 CFR § 106.45(b)(1)(ii)
19. 34 CFR § 106.45(b)(5)(i)
20. 34 CFR § 106.45(b)(5)(ii)
21. 34 CFR § 106.45(b)(5)(iii)

Cross References

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

22. 34 CFR § 106.45(b)(1)(x)
23. 34 CFR § 106.45(b)(5)(iv)
24. 34 CFR § 106.45(b)(5)(v)
25. 34 CFR § 106.45(b)(5)(vi)
26. 20 USCA § 1232g
27. 34 CFR § 106.45(b)(5)(vii)
28. 34 CFR § 106.45(b)(7)
29. 34 CFR § 106.45(b)(1)(iv)
30. 34 CFR § 106.45(b)(1)(vii)
31. 34 CFR § 106.45(b)(7)(i)
32. 34 CFR § 106.45(b)(6)(ii)
33. 34 CFR § 106.45(b)(7)(ii)
34. 34 CFR § 106.45(b)(8)
35. 34 CFR § 106.45(b)(8)(i)
36. 34 CFR § 106.45(b)(1)(v)
37. 34 CFR § 106.71
38. 34 CFR § 106.45(b)(10)



Individual Services Agreement Walker Wise Group and Jackson Madison Public Schools

Individual Services Agreement Walker Wise Group and Jackson-Madison County School System 2020-2021 School Year

This Agreement is made and entered into this __17th_ day of August, 2020, by and between **Walker Wise Group**, a Tennessee company, whose address is ___4843 Farmwood Dr, Memphis, TN 38116_____ (“Walker Wise”), and the **Jackson-Madison County School System**, a public school system, whose address is 310 North Parkway, Jackson, TN 38305 (the “District”).

Section 1. Scope of Service Provided.

Walker Wise Group is a professional services and strategy firm focused on providing pragmatic solutions to school system’s vital educational needs including the issues of increasing graduation rates and decreasing dropout rates.

During the term of this Agreement, Walker Wise Group will provide the services to the District as follows (hereinafter “Deliverables”):

1. Walker Wise Group will perform transcript review and audit to align support for the achievement and delivery of credit accumulation for Bridge Blended: Dec. 2020 and May 2021 graduation cohorts (2020-2021 SY).
2. Walker Wise Group will perform academic plan review to help support the achievement of or delivery of My Academic Plan (MAP).
3. Walker Wise Group will perform grade point average (GPA) clarification to help support the achievement of or delivery of alignment of MAP.
4. Walker Wise Group will perform cohort construction to help support the achievement of or delivery of cohort scheduling.
5. Walker Wise Group will conduct seminars to help support the achievement of or delivery of intellectual development for educators.
6. Walker Wise Group will implement data driven strategies to help support grad rate and achievement of Jackson Madison County Schools (Bridge Blended, Alternative Program).



7. Walker Wise Group will conduct program performance tracking to officially document and assess increase of graduation rate and decrease of dropout rate to help support the achievement of district wide scholastic goals.
8. Walker Wise Group will research and implement strategies for Bridge Blended program to facilitate training and strategic planning for virtual and blended learning services.
9. Walker Wise Group will organize and restructure Jackson Madison County Schools Alternative Program (i.e.: academic delivery to accommodate virtual learning) for academic impact and behavioral restorative practices.
10. Walker Wise Group will design and implement program wide restorative justice and dropout prevention for Bridge Blended and Alternative Program (Parkview Prep).
11. Walker Wise Group will implement leadership scope and professional development for Administration leaders of Bridge Blended and Alternative Program.
12. Walker Wise Group will have virtual seminars for program fidelity for academic program, behavioral restorative justice and dropout prevention.
13. Walker Wise Group will conduct periodic transcript alignment sessions for the Bridge Blended program for graduation credit accumulation.
14. Walker Wise Group will administer and be available for support via phone or e-mail for entire duration of the contract (unlimited).
15. Walker Wise Group will assist and collaborate with the District's academic alignment, behavioral restorative practices and dropout prevention.

Section 2. Implementation for the District

- 2.1 **Criminal Background Checks.** Walker Wise Group understands that Tenn. Code Ann. § 49-5-513 requires the fingerprinting and criminal background check of anyone that applies for a position that requires proximity to school children or to children in a child care program. Each employee or contractor hired by Walker Wise that will be on the District property must submit to a criminal background check which will include a check to determine if the person has been convicted of a misdemeanor or felony in Tennessee or any other state and submit a fingerprint sample to be submitted for a criminal history records check to be conducted by the Tennessee Bureau of Investigation. The costs of the fingerprinting and criminal background check will be borne by Walker Wise. The fingerprinting and criminal background check will be performed by a company chosen by the District through the District's Human Capital Office. Under no circumstances shall the person be assigned to a position on school property if the person fails the criminal background check.



- 2.2 Reporting.** Walker Wise Group agrees to provide interim written reports to the District on a regular basis regarding the progress of the Deliverables with a full and final report to the District outlining its recommendations for each Deliverable outlined in Section 1 on or before May 15, 2021.
- 2.3 Data and Records.** Walker Wise Group staff has a legitimate educational interest in certain student information or records. Therefore, to the extent allowed by law, the District may disclose necessary educational records of certain students without requiring parental consent. Walker Wise agrees to maintain student records and data confidential in compliance with all applicable laws and regulations, including all applicable state and federal privacy and confidentiality laws, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”).
- 2.4 Confidentiality.** The parties acknowledge that under this Agreement each party will likely receive or be privy to confidential information belonging to the other party or to other districts participating in Walker Wise Group services. To the extent the law allows, the parties agree that neither will disclose any confidential information without the prior written consent of the other party.
- 2.5 Insurance.** Walker Wise Group shall obtain and maintain during the life of this Agreement (and shall provide certificates or endorsements to District as proof of coverage) at its own expense and from an admitted insurer authorized to operate in Tennessee, the following insurance coverage: (i) Workers’ Compensation coverage at the applicable statutory limits and Employer’s Liability coverage in an amount of not less than \$1,000,000 per accident; and, (ii) General Liability Insurance as shall protect Walker Wise, its officials, officers, directors, employees, contractors, volunteers and agents from claims which may arise from services performed under this Agreement, whether the services are performed by Walker Wise, by the District, its officials, officers, directors, employees, contractors or agents or by anyone directly or indirectly employed by any of them, with coverage that shall not be less than \$1,000,000. The Jackson-Madison County School System shall be included as an “additional insured” on the comprehensive general liability. A certificate of insurance evidencing such coverage shall be provided to the District prior to the commencement of performance of this Agreement, and during the term of this Agreement, Walker Wise shall provide an updated certificate of insurance upon expiration of the current certificate.

Section 3. Contract Terms

- 3.1 Contract Period.** The term of this Agreement is from August 17, 2020 through June 30, 2021. All Deliverables and Reporting required must be completed and delivered to the District prior to the end of this Contract Period.
- 3.2 Costs.** The total cost to the District of all Deliverables and Reporting required is Seventy-Seven Thousand Six Hundred Thirty-One and 87/100 Dollars (\$77,631.87). See Consulting Services Statement attached as Exhibit 1 to this Agreement.



3.3 Payment Schedule. The District will be invoiced in four equal amounts on September 1, January 1, March 1, and June 1. Payment is due within thirty days from the date of the invoice.

Section 4. Miscellaneous

4.1 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of Tennessee, and time shall be considered of the essence for this Agreement. Any legal action between the parties arising from this Agreement shall be maintained in the courts of Madison County, Tennessee.

4.2 Indemnification and Hold Harmless. Walker Wise shall indemnify and hold harmless the District, its officers, agents and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Walker Wise, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, penalties, costs, and attorney fees arising from any failure of Walker Wise, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

4.3 Compliance with Laws. Walker Wise agrees to comply with any applicable federal, state and local laws and ordinances.

4.4 Non-Discrimination. Walker Wise agrees to comply with the District's non-discrimination policies and with all applicable federal and state laws prohibiting discrimination in educational programs.

4.5 Entire Agreement. This Agreement constitutes the entire understanding between Walker Wise and the District, and supersedes all other agreements, whether written or oral, with respect to the subject matter hereof.

4.6 Separate Execution. This Agreement may be executed in separate counterparts (including by means of computer or telephonic facsimile), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

4.7 Subcontractors. It is agreed that Walker Wise may use subcontractors to perform some of the Deliverables and Reporting required under this Agreement without the consent of the District. However, the payment of the subcontractors shall be the sole responsibility of Walker Wise.



- 4.8 Inurement of Benefits/No Third-Party Beneficiaries.** All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not. This Agreement does not create, invest, or provide, and is not intended to create, invest or provide, any rights or remedies to any non-parties to this Agreement.
- 4.9 Amendment.** The provisions of this Agreement may be amended or waived only with the prior written consent of the District and Walker Wise.
- 4.10 Assignment Consent Required.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Walker Wise under this Agreement, neither this Agreement nor any of the rights and obligations of Walker Wise hereunder shall be assigned or transferred in whole or in part without the prior written consent of the District. Any such assignment or transfer shall not release Walker Wise from its obligations hereunder.
- 4.11 Termination. Termination of this Contract may occur under any of the conditions and terms as follows:**
- (a) Termination for Breach.** Should either party fail to fulfill in a timely and proper manner its obligations under this Agreement or if either party violate any of the terms of this Agreement, the other party shall have the right to immediately terminate this Agreement if the breaching party has not corrected the cause of the breach to the satisfaction of the other party within ten (10) days of written notification of the breach by the other party. It shall also be considered a breach of this Agreement if a party becomes insolvent, makes an assignment for the benefit of its creditors, or a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.
 - (b) Termination for Funding.** In the event the District, in its sole discretion, does not or cannot obtain or continue the funding for this Agreement from any source or sources at an aggregate level sufficient to allow for payment for the Work, the District may exercise one of the following alternatives: (1) terminate this Agreement effective upon a date specified in a Termination Notice; or (2) continue this Agreement by reducing, through written notice to Walker Wise, the amount of this Agreement and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding. Any termination or reduction of this Agreement pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. The District shall not face any liability or penalty as a result of such termination or reduction of this Agreement.
 - (c) Termination for Convenience.** The District may terminate this Agreement at any time upon ninety (90) days written notice to Walker Wise. Walker Wise shall be paid in full for all authorized expenditures and services satisfactorily provided to date, but in no case shall the District be liable to Walker Wise for compensation for any service which has not been rendered. A termination for convenience shall not be a breach of this Agreement by the District. The final decision as to the amount, for which the District shall be liable, shall be



determined by the District. Walker Wise shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for the District's exercise of its right to terminate for convenience.

4.12 Severability. In case any provision of the Agreement is adjudged invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if modification is not possible, the provision shall be severed from this Agreement, and in either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

4.13 Notices. All notices, consents and other communications under this Agreement shall be given in writing and will be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses (or to another address as hereafter may be designated in writing by one Party to the other Party):

If to District: Dr. Marlon King, Superintendent
310 North Parkway
Jackson, TN 38305

If to Walker Wise: Billy J. Walker, II, Ph.D.
4843 Farmwood Dr.
Memphis, TN 38116

This Agreement sets forth the business relationship between Walker Wise and the District and is properly executed below.

District
Authorization: _____

Walker Wise Group
Authorization: Billy J. Walker, II Ph.D.

Name: _____

Name: _____

Title: _____

Title: Lead Consultant and Founder

Date: _____

Date: _____