

Jackson-Madison County School Work Session

August 10, 2020 5:30 PM

LIBERTY TECH HIGH SCHOOL

Attendance Taken at 5:27 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: James Johnson called the meeting to order at 5:34 pm with a moment of silence

A. Moment of Silence

2. REPORTS

Discussion: Mr. Ray Washington read and discussed the year to date reports, budget amendments, and he answered questions from the Board concerning the reports. He discussed and compared the utility reports for the past 2 years. Washington stated as we upgrade from the Boiler System to HVAC we will see a difference as well. **Financial Reports are attached to BOE for review.**

A. FINANCIAL REPORTS

- i. Year to date report
- ii. Budget Amendments

B. POLICY

Discussion: Dale Thomas stated that Policy 6.3041 Title IX and Sexual Harassment has to be approved by August 14 that will cover both students and employees. This policy is attached to BOE.

- i. 6.3041 Title IX & Sexual Harassment

Discussion: Dale Thomas presented policy 6.3041 Title IX & Sexual Harassment to be adopted by the Board

C. HUMAN RESOURCES REPORT

Discussion: Dr. Ricky Catlett discussed and presented the Personnel Report. James Johnson questioned the procedures of hiring and the process because of all the new hires it was only one black male.

- i. Personnel Report

3. UPDATES/INFORMATION

A. JCM AND Madison Projects

Discussion: JCM and Madison Projects

They presented the board with updates that they are on schedule as planned. The plumbing and electrical wiring is on schedule.

Madison concrete has been poured

B. SRO Memorandum of Understanding

Discussion: Dale Thomas presented the SRO Memorandum of Understanding. Johnson, Massey, and Black had concerns regarding this and would like for someone to speak with the Sheriff dept again before a decision is made.

C. Rainey, Kizer Reviere, and Bell Engagement Letter

Discussion: Rainey, Kizer Reviere, and Bell Engagement Letter of agreement for personnel, legal fees, legal counsel and accessibility to attorneys with the firm.

D. LOOP Status

Discussion: Dr. Vivian Williams stated as of now we have 80 applicants. The deadline was delayed because of COVID-19. Oct 1st will be the kick off, December will be Parent Night and Open House, and students placement will be the 1st week in January.

E. Disciplinary Hearing Authority Board Appointment

Discussion: Dr. Vivian Williams read the Board appointed members for this 2020-2021 school year.

F. Walker Wise Group (Professional Services)

Discussion: Dr. Vivian Williams presented the Walker Wise Group Contract which is a bridge program designed to help over age students get back on track, increase graduation rates and decrease dropout rates. Contract is attached to BOE

G. JMC Cyber School status

Discussion: Dr. Teresa Littrell McSweeney presented on behalf of the JMC Cyber School status. She presented us with the powerpoint.

H. Transition to Work Contract (State/Professional Services)

Discussion: Dr. Vivian Williams presented the Transition to Work Contract. This a workbase program to help Job Exploration Counseling, Work-based program, Readiness and training for independent living, self advocacy, and transition or post secondary education counseling on opportunities.

I. School Support Organization

Discussion: Dr. Marlon King read the School Support Organization: Northeast Middle School PTO and SSHS Baseball Boosters

J. Relocation Expense - Superintendent

Discussion: Dale Thomas discussed Dr. Marlon King relocation expense to move. Dr. King presented 3 quotes and we went with the least expense one.

4. **ADJOURNMENT**

Discussion: Meeting was adjourned at 7:36

Chairperson

Superintendent

Jackson-Madison County School System
Monthly Financial Statement
General Purpose Schools Fund 141
July 2020

Account Description	Original Budget	Year to Date	Month to Date	Encumbrances	Remaining Budget	% Used	Prior YTD FY20	YTD FY21 over/(under) YTD FY20
71100 Regular Ed Instruction	49,905,882	179,052	179,052	7,213	49,719,617	0.4%	524,687	(345,635)
71200 Special Ed Instruction	10,647,570	463	463	1,000	10,646,107	0.0%	8,618	(8,155)
71300 Vocational Ed Instruction	2,907,497	2,640	2,640	841	2,904,016	0.1%	3,330	(690)
72110 Attendance	344,100	133,331	133,331	-	210,769	38.7%	42,152	91,179
72120 Health Services	900,800	11,294	11,294	1,846	887,660	1.5%	9,511	1,783
72130 Other Student Support	4,303,290	127,753	127,753	450	4,175,087	3.0%	60,858	66,895
72210 Regular Instruction Support	3,923,584	96,446	96,446	15,056	3,812,082	2.8%	141,100	(44,654)
72220 Special Education Support	1,021,180	28,781	28,781	10,007	982,392	3.8%	30,005	(1,224)
72230 Vocational Education Support	118,650	-	-	-	118,650	0.0%	6,995	(6,995)
72250 Technology	1,597,000	59,266	59,266	217,266	1,320,468	17.3%	174,453	(115,187)
72310 Board of Education	2,156,200	277,292	277,292	852,306	1,026,602	52.4%	269,743	7,549
72320 Director of Schools	883,500	79,798	79,798	52,193	751,509	14.9%	33,461	46,337
72410 Office of the Principal	7,266,700	413,321	413,321	1,000	6,852,379	5.7%	413,130	191
72510 Fiscal Services	692,100	46,980	46,980	5,667	639,453	7.6%	31,276	15,704
72520 Human Capital	557,700	37,879	37,879	3,135	516,686	7.4%	38,194	(315)
72610 Operation of Plant	6,591,000	1,374,319	1,374,319	944,537	4,272,144	35.2%	1,322,531	51,788
72620 Maintenance of Plant	3,215,830	193,713	193,713	416,687	2,605,430	19.0%	156,442	37,271
72710 Transportation	6,103,200	147,816	147,816	175,796	5,779,588	5.3%	147,257	559
73300 Community Services	565,900	5,956	5,956	3,400	556,544	1.7%	6,412	(456)
73400 Early Childhood Education	2,328,710	2,795	2,795	5,334	2,320,581	0.3%	3,516	(721)
82330 Debt Service/Ameresco	420,000	-	-	-	420,000	0.0%	-	-
99100 Transfers Out	-	-	-	-	-	-	-	-
Expenditures	106,450,393	3,218,895	3,218,895	2,713,734	100,517,764	5.6%	3,423,671	(204,776)
Revenues	103,088,294	-	-	-	103,088,294	0.0%	33,412	(33,412)
Revenues Over/(Under) Expenditures	(3,362,099)	(3,218,895)	(3,218,895)	(2,713,734)	2,570,530		(3,390,259)	171,364

Jackson-Madison County Schools
Checks Greater Than \$14,999.99 (All Funds)
July 2020

VENDOR	CHECK DATE	CHECK NO	AMOUNT	INVOICE DESCRIPTION
ALLISON CONTRACTING COMPANY, LLC	7/9/20	71610	1,051,485	Bid # 31 - Alexander roof & HVAC replacement
ALLISON CONTRACTING COMPANY, LLC	7/9/20	71611	55,341	Bid # 31 - Alexander roof & HVAC replacement
MSB CONSTRUCTION	7/9/20	71646	87,730	Bid # 34 - SSHS Greenhouse & Bid # 35 - Security enhancements at multiple district locations
NORTH AMERICAN ROOFING SERVICES, LLC	7/9/20	71649	70,461	Bid # 21 Nova - roof
ORCUTT WINSLOW, LLLP	7/9/20	71652	60,088	Architectural/engineering services- New K-8
RELIABLE FIRE PROTECTION, LLC	7/9/20	71657	16,205	Fire inspection repairs: ECH, South, and Barker
CROCKER CONSTRUCTION	7/16/20	71846	47,168	Reimbursement for JCM existing building insurance
DAKTRONICS, INC.	7/16/20	71847	55,363	New scoreboard at Liberty HS
ELITE CONTRACTORS LLC	7/16/20	71852	219,835	Bid # 21 - Liberty roof
HES FACILITIES, LLC	7/16/20	71856	168,206	Monthly custodial services
KEV GROUP, INC.	7/16/20	71863	17,802	SchoolFunds Online recurring software cost
LOCAL GOVERNMENT INSURANCE	7/16/20	71866	206,585	Worker's comp quarterly insurance premium
LOCAL GOVERNMENT INSURANCE	7/16/20	71867	950,952	Property & casualty annual insurance premium
RAINEY, KIZER, REVIERE & BELL	7/16/20	71878	19,940	Legal services
TENNESSEE BOOK COMPANY	7/16/20	71883	20,546	4th and 5th grade textbooks
TRAPEZE SOFTWARE GROUP, INC.	7/16/20	71887	62,321	Routing software annual maintenance
ABM INDUSTRY GROUPS, LLC	7/23/20	72071	25,014	Monthly grounds care & maintenance
NCS PEARSON, INC.	7/23/20	72103	63,000	AimsWeb annual renewal
POWERSCHOOL GROUP, LLC	7/23/20	72110	178,616	PowerSchool Enrollment Registration, Performance Matters, and SIS Maintenance Renewals
B & E ELECTRONICS	07/30/20	75292	26,054	Digital radio system
ENSCOR, LLC	07/30/20	75303	37,231	Bid # 23 - Additional parking at Denmark
MSB CONSTRUCTION	07/30/20	75325	34,500	Outside painting- Parkview Learning Center

Jackson Madison County
School Expenditure Report by Category - General Purpose Fund #141
July 1, 2019 through January 31, 2020

LOCATION	# Students	# Certified Staff	# Students Per Certified Staff	Salaries	Average Cost Per Student	Benefits	Average Cost Per Student	Contract Services	Average Cost Per Student	Supplies & Materials	Average Cost Per Student	Utilities	Average Cost Per Student	Other Charges	Average Cost Per Student	Equipment	Average Cost Per Student	Total	Average Cost Per Student
Alexander*	352	27.0	13.0	805,502	2,288	209,741	596	39,142	111	11,296	32	51,498	146	0	0	895	3	1,118,074	3,176
Andrew Jackson*	464	37.0	12.5	1,004,944	2,166	252,589	544	56,028	121	38,512	83	63,864	138	0	0	1,690	4	1,417,627	3,055
Arlington*	579	46.0	12.6	1,258,558	2,174	346,618	599	56,418	97	34,825	60	51,528	89	0	0	5,000	9	1,752,947	3,028
Barker	730	53.0	13.8	1,493,385	2,046	365,859	501	48,600	67	21,916	30	52,495	72	0	0	3,435	5	1,985,690	2,720
Denmark*	422	31.0	13.6	943,461	2,236	248,229	588	43,627	103	41,132	97	52,607	125	0	0	4,820	11	1,333,876	3,161
East*	561	37.0	15.2	1,049,694	1,871	258,268	460	38,827	69	34,162	61	53,101	95	0	0	1,998	4	1,436,050	2,560
JCT	465	38.5	12.1	1,169,269	2,515	279,231	600	54,278	117	18,694	40	57,651	124	1675	4	5,245	11	1,586,043	3,411
Lane*	541	38.5	14.1	1,151,317	2,128	284,195	525	53,088	98	16,585	31	49,510	92	0	0	1,710	3	1,556,405	2,877
Lincoln*	416	29.0	14.3	895,194	2,152	227,972	548	34,880	84	66,105	159	44,881	108	1175	3	1,931	5	1,272,138	3,058
Community Montessori	536	35.5	15.1	1,045,538	1,951	283,909	530	70,522	132	19,357	36	64,475	120	27,004	50	4,153	8	1,514,958	2,826
Nova ELC*	341	22.5	15.2	745,290	2,186	166,276	488	38,039	112	9,407	28	54,047	158	0	0	735	2	1,013,794	2,973
Pope	651	43.0	15.1	1,275,004	1,959	344,009	528	43,325	67	19,240	30	59,020	91	0	0	4,518	7	1,745,116	2,681
Rose Hill*	620	45.0	13.8	1,298,216	2,094	362,453	585	68,926	111	23,382	38	68,604	111	1,249	2	2,195	4	1,825,025	2,944
South*	457	30.0	15.2	961,361	2,104	266,586	583	47,257	103	33,786	74	78,270	171	0	0	1,145	3	1,388,405	3,038
Total PreK/Elem. Schools	7,135	513.0	13.9	15,096,733	2,116	3,895,935	546	692,957	97	388,399	54	801,551	112	31,103	4	39,470	6	20,946,148	2,936
Northeast	960	64.5	14.9	1,755,319	1,828	488,983	509	73,159	76	33,586	35	102,997	107	1,743	2	5,145	5	2,460,932	2,563
North Parkway	748	56.5	13.2	1,605,060	2,146	423,503	566	73,858	99	27,230	36	91,603	122	1,248	2	3,760	5	2,226,262	2,976
West Bemis	514	38.0	13.5	1,117,140	2,173	298,231	580	55,162	107	20,139	39	47,529	92	612	1	5,095	10	1,543,908	3,004
Total Middle Schools	2,222	159	14.0	4,477,519	2,015	1,210,717	545	202,179	91	80,955	36	242,129	109	3,603	2	14,000	6	6,231,102	2,804
JCM Early College High	232	16.67	13.9	518,566	2,235	120,354	519	76,712	331	30,978	134	20,744	89	728	3	1,515	7	769,597	3,317
Liberty Tech	846	78.77	10.7	2,498,014	2,953	643,515	761	149,583	177	48,795	58	151,767	179	2,241	3	5,829	7	3,499,744	4,137
Madison Academic	433	34.00	12.7	1,104,721	2,551	291,966	674	103,577	239	21,716	50	69,663	161	0	0	2,841	7	1,594,484	3,682
North Side	936	77.66	12.1	2,305,855	2,464	599,941	641	158,132	169	69,070	74	160,255	171	0	0	15,572	17	3,308,825	3,535
South Side	910	71.88	12.7	2,132,930	2,344	576,914	634	146,045	160	61,501	68	143,058	157	300	0	12,754	14	3,073,502	3,377
Total High Schools	3,357	278.977	12.0	8,560,086	2,550	2,232,690	665	634,049	189	232,060	69	545,487	162	3,269	1	38,511	11	12,246,152	3,648
Total All School Locations	12,714	950.977	13.4	28,134,338	2,213	7,339,342	577	1,529,185	120	701,414	55	1,589,167	125	37,975	3	91,981	7	39,423,402	3,101

Notes: Report excludes Community Services (Childcare and Crossing Guards) and the State Priority Schools Grant.

*Report includes Pre-K.

Student and staff #'s are as of January 2020.

NSHS enrollment and certified staff includes the Transition Academy.

Jackson-Madison County School System
School Expenditure Report (All Funds)
YTD as of June 30, 2020

All Funds by Location	Students	Salaries 100-199	Benefits 200-299	Contract Services 300-399	Supplies & Materials (Includes Utilities) 400-499	Other Charges 500-599	Equipment & Building Improvements 700-799	Total Cost All Categories All Funds	Average Total Cost Per Student (Excludes Ed Capital)	Total Utilities	Total Ed Capital
Alexander	352	1,808,487	465,649	266,902	259,944	7,823	2,496,796	5,305,601	7,540	79,013	2,651,565
Andrew Jackson	464	2,272,405	566,733	175,502	363,307	28,200	305,670	3,711,817	7,425	91,803	266,551
Arlington	579	3,120,041	807,397	149,652	439,155	23,399	573,355	5,112,999	8,180	78,159	376,962
Barker	730	3,319,249	808,281	99,704	378,919	6,338	118,345	4,730,836	6,435	78,875	33,551
Denmark	422	2,112,754	552,469	85,862	268,484	4,582	102,734	3,126,885	7,193	76,484	91,450
East	561	2,253,273	563,303	77,807	305,317	6,831	149,324	3,355,855	5,820	81,193	90,739
JCT	465	2,726,127	644,228	182,680	319,324	11,094	100,325	3,983,778	8,406	87,086	74,949
Lane	541	2,731,236	672,819	106,293	345,409	9,927	193,831	4,059,515	7,458	77,666	24,577
Lincoln	416	2,128,732	520,360	116,034	346,643	9,287	460,901	3,581,957	7,602	66,971	419,333
Community Montessori	536	2,255,729	612,934	175,616	286,442	31,304	260,416	3,622,441	6,204	95,745	297,328
Nova Early Learning Ctr	341	1,771,277	405,030	83,301	194,322	185	301,381	2,755,496	7,184	78,041	305,592
Pope	651	2,746,623	740,658	90,901	302,676	10,905	77,367	3,969,130	6,034	93,220	40,699
Rose Hill	620	2,821,499	763,795	130,777	310,003	5,264	39,355	4,070,693	6,536	101,917	18,395
South	457	2,071,987	572,687	98,562	307,721	2,700	65,910	3,119,567	6,763	115,887	28,898
Total Elementary School	7,135	34,139,419	8,696,343	1,839,593	4,427,666	157,839	5,245,710	54,506,570	6,978	1,202,060	4,720,589
Northeast	960	3,676,006	1,018,092	141,523	607,197	19,273	73,672	5,535,763	5,741	153,778	24,628
North Parkway	748	3,558,235	948,422	189,608	467,883	14,122	153,059	5,331,329	7,119	130,130	5,968
West Bemis	514	2,584,381	689,550	176,090	272,948	4,268	47,102	3,774,339	7,200	72,654	73,673
Total Middle School	2,222	9,818,622	2,656,064	507,221	1,348,028	37,663	273,833	14,641,431	6,542	356,562	104,269
JCM ECH	232	1,007,763	237,081	237,904	89,066	3,665	22,871	1,598,350	6,493	37,252	91,938
Liberty Tech	853	5,157,515	1,310,164	329,754	566,783	15,788	623,251	8,003,255	8,775	231,301	518,043
Madison Academic	433	2,279,618	597,583	198,583	316,680	9,824	30,194	3,432,482	7,850	116,919	33,483
North Side	922	4,932,518	1,291,628	308,650	611,454	8,263	506,770	7,659,283	7,891	246,826	383,349
South Side	917	4,532,043	1,225,103	270,410	593,495	6,571	384,389	7,012,011	7,428	220,390	200,632
Parkview Learning Ctr	0	842,552	177,493	121,774	99,496	101	195,916	1,437,332	-	68,592	190,212
Total High School	3,357	18,752,009	4,839,052	1,467,075	2,276,974	44,212	1,763,391	29,142,713	8,259	921,280	1,417,657

Jackson-Madison County School System
School Expenditure Report (All Funds)
YTD as of June 30, 2020

All Funds by Location	Students	Salaries 100-199	Benefits 200-299	Contract Services 300-399	Supplies & Materials (Includes Utilities) 400-499	Other Charges 500-599	Equipment & Building Improvements 700-799	Total Cost All Categories All Funds	Average Total Cost Per Student (Excludes Ed Capital)	Total Utilities	Total Ed Capital
Total All School Locations	12,714	62,710,050	16,191,459	3,813,889	8,052,668	239,714	7,282,934	98,290,714	7,240	2,479,902	6,242,515
Central Office Service Ctr		3,366,455	813,126	665,557	161,031	56,412	36,241	5,098,822	-	79,294	7,680
Systemwide		4,078,768	1,955,782	3,599,499	3,548,403	3,944,300	1,693,969	18,820,721	-	23,823	1,746,103
Formerly Lincoln-Berry St.		-	-	11,088	41,559	-	-	52,647	-	41,559	-
Formerly Malesus		-	-	7,559	15,789	-	6,979	30,327	-	15,789	6,979
Formerly JCM		-	-	14,420	79,190	-	-	93,610	-	79,190	-
Private Schools		20,406	558	33,032	20,982	81,278	21,189	177,445	-	-	-
Juvenile Court Services		29,644	430	10,993	5,860	855	-	47,782	-	-	-
Maintenance Dept.		1,324,979	339,654	29,895	38,919	2,394	78,294	1,814,135	-	-	78,000
Transportation Dept.		3,458,760	836,831	110,696	1,078,539	12,146	1,355,303	6,852,275	-	24,499	1,352,318
Technology Dept.		552,266	155,528	13,806	13,610	7,972	9,566	752,748	-	-	-
Total NON-School Locations		12,831,278	4,101,909	4,496,545	5,003,882	4,105,357	3,201,541	33,740,512	-	264,154	3,191,080
Grand Total		75,541,328	20,293,368	8,310,434	13,056,550	4,345,071	10,484,475	132,031,226	-	2,744,056	9,433,595

Fund											
General Purpose		66,098,771	18,150,246	6,404,640	7,697,888	3,648,554	729,449	102,729,548	-	2,744,056	-
Federal Projects		6,564,508	1,440,676	411,856	829,020	644,094	1,403,376	11,293,530	-	-	-
Food Services		2,878,049	702,446	343,542	4,529,642	11,530	109,344	8,574,553	-	-	-
Education Capital		-	-	1,150,396	-	40,893	8,242,306	9,433,595	-	-	9,433,595
Grand Total		75,541,328	20,293,368	8,310,434	13,056,550	4,345,071	10,484,475	132,031,226	-	2,744,056	9,433,595

Jackson-Madison County School System

Utility Expense By Location

YTD as of June 30, 2020

Location	Electricity	Natural Gas	Water & Sewer	Total Utilities	Square Footage	Average Cost Per SqFt	# Of Students	Average Cost Per Student
Alexander	52,432	20,306	6,275	79,013	57,070	1.38	352	224.47
Andrew Jackson	77,755	9,658	4,390	91,803	75,976	1.21	464	197.85
Arlington	62,598	7,480	8,081	78,159	80,301	0.97	579	134.99
Barker	63,671	9,383	5,821	78,875	80,256	0.98	730	108.05
Denmark	68,968	5,777	1,739	76,484	66,309	1.15	422	181.24
East	68,073	9,023	4,097	81,193	64,224	1.26	561	144.73
JCT	75,755	6,850	4,481	87,086	75,130	1.16	465	187.28
Lane	59,360	9,579	8,727	77,666	75,248	1.03	541	143.56
Lincoln	46,636	12,852	7,483	66,971	46,387	1.44	416	160.99
Community Montessori	74,001	16,420	5,324	95,745	110,031	0.87	536	178.63
Nova Early Learning Ctr	63,020	8,578	6,443	78,041	51,755	1.51	341	228.86
Pope	73,468	10,586	9,166	93,220	62,821	1.48	651	143.20
Rose Hill	79,147	14,860	7,910	101,917	95,240	1.07	620	164.38
South	96,922	12,405	6,560	115,887	64,011	1.81	457	253.58
Total Elementary School	961,806	153,757	86,497	1,202,060	1,004,759	1.20	7,135	168.47
Northeast	122,674	13,839	17,265	153,778	90,899	1.69	960	160.19
North Parkway	98,648	15,431	16,051	130,130	97,722	1.33	748	173.97
West Bemis	56,962	10,828	4,864	72,654	70,230	1.03	514	141.35
Total Middle School	278,284	40,098	38,180	356,562	258,851	1.38	2,222	160.47
JCM ECH	31,356	3,825	2,071	37,252	42,334	0.88	232	160.57
Liberty Tech	187,223	21,948	22,130	231,301	189,385	1.22	853	271.16
Madison Academic	86,873	14,497	15,549	116,919	98,893	1.18	433	270.02
North Side	185,966	40,670	20,190	246,826	216,905	1.14	922	267.71
South Side	165,056	35,069	20,265	220,390	187,790	1.17	917	240.34
Parkview Learning Ctr	45,795	15,932	6,865	68,592	46,996	1.46	-	-
Total High School	702,269	131,941	87,070	921,280	782,303	1.18	3,357	274.44
Total All School Locations	1,942,359	325,796	211,747	2,479,902	2,045,913	1.21	12,714	195.05
Central Office Service Ctr	68,827	7,865	2,602	79,294	61,218	1.30		
Systemwide	23,823	-	-	23,823	-	-		
Formerly Lincoln-Berry St.	35,985	4,533	1,041	41,559	54,414	0.76		
Formerly Malesus	14,042	213	1,534	15,789	10,688	1.48		
Formerly JCM	44,294	26,391	8,505	79,190	135,646	0.58		
Transportation Dept.	15,897	7,072	1,530	24,499	13,511	1.81		
Total NON-School Locations	202,868	46,074	15,212	264,154	275,477	0.96		
Grand Total	2,145,227	371,870	226,959	2,744,056	2,321,390	1.18		

Note: Total utilities for FY19 were \$2,963,112.

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.

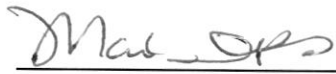
Madison County
Budget Amendment Request

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)

JMCSS Personnel Status Report for July 2020

Separations and Position Transfers

TRANSPORTATION

#	Date	Action	Name	Race/Gender	Position	Location	Salary	New Salary

MAINTENANCE

#	Date	Action	Name	Race/Gender	Position	Location	Salary	New Salary

FOOD SERVICE

#	Date	Action	Name	Race/Gender	Position	Location	Salary	New Salary

SCHOOL

#	Date	Action	Name	Race/Gender	Position	Location	Salary	New Salary
	7/1/2020	Resigned	Gina Wilson	WF	ELA Teacher	West Bemis	\$56,630.00	
	7/1/2020	Resigned	Katharine Watson	WF	ESL Teacher	Thelma Barker	\$50,902.00	
	7/1/2020	Resigned	Hannah Golden	WF	Special Education Teacher	Denmark	\$39,185.00	
	7/3/2020	Resigned	Brittany Scales	BF	Special Education Teacher	Denmark	\$52,265.00	
	7/7/2020	Resigned	Jeffery Gordon	WM	Math Teacher	West Bemis	\$38,617.00	
	7/7/2020	Resigned	Leigh Gunnells	WF	Librarian	Alexander	\$60,880.00	
	7/12/2020	Resigned	Toni Baker	WF	Special Education Teacher	Denmark	\$56,630.00	
	7/13/2020	Resigned	Jonathan Jones	WM	Spanish Teacher	Madison	\$54,522.00	
	7/14/2020	Resigned	Donasha Patrick	BF	School Nurse	North Parkway	\$21,929.96	
	7/14/2020	Resigned	Caitlyn Walker	WF	4th/5th Grade Teacher	Andrew Jackson	\$37,422.00	
	7/14/2020	Resigned	Taylor Sain	BF	Math Teacher	Liberty	\$40,383.00	
	7/17/2020	Resigned	Quantravious Shanklin	BM	Special Education Teacher	North Parkway	\$42,138.00	
	7/17/2020	Resigned	Dalton Vann	BM	Regular Ed. Assistant	Arlington	\$14,934.66	
	7/21/2020	Resigned	Sarah Yarbrough	WF	Social Studies Teacher	North Parkway	\$37,995.00	
	7/21/2020	Resigned	Bret Heinemeyer	WM	CTE Business Teacher	South Side	\$47,046.00	
	7/22/2020	Resigned	Annette Graves	BF	Interventionist	Liberty	\$56,630.00	
	7/24/2020	Transfer	Jeffrey Davis	BM	Consulting Teacher	South	\$60,594.10	
	7/24/2020	Resigned	Antoinette Chatman	BF	Regular Ed. Assistant	Alexander	\$16,238.04	
	7/27/2020	Resigned	Diane Brooks	WF	1st Grade Teacher	South	\$53,239.00	
	7/27/2020	Resigned	Syreeta Herron	BF	Special Education Assistant	Isaac Lane	\$16,690.18	
	7/28/2020	Resigned	Kiara Dotson	BF	Fed. Priority SG - Teacher	Isaac Lane	\$41,082.00	
	7/28/2020	Resigned	Aaliyah McDaniel	BF	School Nurse	Isaac Lane	\$20,919.34	
	7/28/2020	Resigned	Morgan McKissack	WF	Sp. Ed Asst.	Arlington	\$16,105.00	
	7/29/2020	New Hire	Katrina Hill	BF	5th Grade ELA Teacher	Alexander	\$55,177.00	
	7/29/2020	New Hire	Thomas Widner	WM	4th Grade Teacher	Alexander	\$46,341.00	
	7/29/2020	New Hire	Lisa Gildea	WF	5th Grade ELA Teacher	Alexander	\$56,630.00	
	7/29/2020	New Hire	Lauren Atkins	BF	ELA Teacher	North Parkway	\$48,876.00	
	7/29/2020	New Hire	Haley Foster	WF	2nd Grade Teacher	Alexander	\$37,995.00	
	7/29/2020	New Hire	Kelli Hytenin	WF	Art Teacher	Alexander/Denmark	\$42,640.00	
	7/29/2020	New Hire	Laura Jones	WF	Kindergarten Teacher	Andrew Jackson	\$50,232.00	
	7/29/2020	New Hire	Destiny Hall	WF	Music Teacher	Community Montessori	\$38,617.00	
	7/29/2020	New Hire	Misty Lewis	WF	4-6 Grades Teacher	Community Montessori	\$43,555.00	
	7/29/2020	New Hire	Alexis Patterson	WF	Sp Ed Teacher	Community Montessori	\$37,995.00	
	7/29/2020	New Hire	Tabitha Doan	WF	RN	Alexander	\$51,246.00	

	7/29/2020	New Hire	Preston Barbee	BM	PE Teacher	Liberty	\$51,298.00	
	7/29/2020	New Hire	Danielle Barbee	BF	Math Teacher	Liberty	\$45,799.00	
	7/29/2020	New Hire	Summer Brewer	WF	English Teacher	Liberty	\$50,902.00	
	7/29/2020	New Hire	Susan Foust	WF	5th Grade Teacher	Lincoln	\$39,605.00	
	7/29/2020	New Hire	Alisha Edmunson	WF	3rd Grade Teacher	Lincoln	\$37,422.00	
	7/29/2020	New Hire	Kristen Carter	WF	2nd Grade Teacher	Lincoln	\$37,995.00	
	7/29/2020	New Hire	Megan Brasher	WF	Math Teacher	North Parkway	\$37,422.00	
	7/29/2020	New Hire	Ashanti Murphy	BF	Math Teacher	North Parkway	\$60,880.00	
	7/29/2020	New Hire	Charleya East	WF	7th Grade ELA Teacher	North Parkway	\$37,422.00	
	7/29/2020	New Hire	Mark Jackson	WF	History Teacher	North Side	\$56,630.00	
	7/29/2020	New Hire	Kathleen Holmes	BF	ELA Teacher	Northeast	\$58,497.00	
	7/29/2020	New Hire	Holly Sloan	WF	ELA Teacher	Northeast	\$42,640.00	
	7/29/2020	New Hire	Titus Taylor	BF	PE Teacher	Northeast	\$54,522.00	
	7/29/2020	New Hire	Erika Perez Batista	HF	Spanish Teacher	Northeast	\$43,880.00	
	7/29/2020	New Hire	Melony Dunlap	WF	5th Grade Teacher	Pope	\$56,630.00	
	7/29/2020	New Hire	Mary Kate Foust	WF	Special Education Teacher	Pope	\$45,302.00	
	7/29/2020	New Hire	Raven Powell	WF	5th Grade Teacher	Pope	\$46,356.00	
	7/29/2020	New Hire	Noah Shackelford	WM	Music Teacher	Pope	\$37,422.00	
	7/29/2020	New Hire	Natalie Udovich	WF	5th Grade Teacher	Pope	\$47,046.00	
	7/29/2020	New Hire	Chelsea Willis	WF	Art Teacher	Rose Hill	\$37,422.00	
	7/29/2020	New Hire	Hannah Jones	WF	Kindergarten Teacher	Rose Hill	\$38,617.00	
	7/29/2020	New Hire	Kevin Doan	WM	Math Teacher	Rose Hill	\$57,191.00	
	7/29/2020	New Hire	Heather Franklin	WF	4th Grade Teacher	Lincoln	\$37,422.00	
	7/29/2020	New Hire	Cassie Tidwell	WF	Kindergarten Teacher	Rose Hill	\$37,995.00	
	7/29/2020	New Hire	Avrie Weldon	WF	5th Grade Teacher	South	\$37,422.00	
	7/29/2020	New Hire	Kelly Culver	WF	ELA Teacher	South Side	\$57,648.00	
	7/29/2020	New Hire	Toni Blankenship	WF	Spanish Teacher	South Side	\$50,232.00	
	7/29/2020	New Hire	Michael Meals	WM	2nd Grade Teacher	Thelma Barker	\$47,030.00	
	7/29/2020	New Hire	Meredith Kee	WF	2nd Grade Teacher	Thelma Barker	\$42,640.00	
	7/29/2020	New Hire	Teresa Mayo	WF	Math Teacher	West Bemis	\$56,630.00	
	7/29/2020	New Hire	Mohammad Salem	WM	Social Studies Teacher	West Bemis	\$37,422.00	
	7/29/2020	New Hire	Kendall Boyd	WF	1st Grade Teacher	Isaac Lane	\$38,542.00	
	7/29/2020	New Hire	Luis Ferrer	HM	Spanish Teacher	North Side	\$53,763.00	
	7/29/2020	New Hire	Alyson Harvey	WF	Kindergarten Teacher	Rose Hill	\$43,555.00	
	7/29/2020	New Hire	Brittany Immormino	WF	ELA Teacher	North Parkway	\$49,879.00	
	7/29/2020	New Hire	Briattany Lay	WF	3rd Grade Teacher	Pope	\$37,995.00	
	7/29/2020	New Hire	Abigail McCreary	WF	Theater Teacher	Liberty	\$37,422.00	
	7/29/2020	New Hire	Kelsey Murray	WF	5th Grade Teacher	Arlington	\$37,995.00	
	7/29/2020	New Hire	Tamara Whidden	BF	ELA Teacher	JCT	\$63,333.00	
	7/29/2020	New Hire	Delanee Boyd	WF	2nd Grade Teacher	Arlington	\$37,422.00	
	7/29/2020	New Hire	Eldon Hampton	WM	Math Teacher	South Side	\$37,968.00	
	7/29/2020	New Hire	Hannah Miller	WF	5th Grade Teacher	East	\$37,422.00	
	7/29/2020	New Hire	Erin Warren	WF	Kindergarten Teacher	Lincoln	\$37,695.00	
	7/29/2020	New Hire	Rachel Reeves	WF	2nd Grade Teacher	Andrew Jackson	\$37,995.00	
	7/29/2020	New Hire	Lori Shepard	WF	1st Grade Teacher	Pope	\$37,995.00	
	7/29/2020	New Hire	Courtney Tidwell	WF	School Counselor	Northeast	\$39,605.00	
	7/29/2020	New Hire	Haley Latham	WF	7th Grade ELA Teacher	West Bemis	\$39,605.00	
	7/29/2020	New Hire	Katie Aristorenas	WF	2nd Grade Teacher	Pope	\$40,392.00	
	7/29/2020	New Hire	Kelsie Lee	WF	3rd Grade Teacher	Alexander	\$37,995.00	

	7/29/2020	New Hire	Amanda McNeil	WF	English Teacher	Madison	\$45,799.00	
	7/29/2020	New Hire	Buffy Wall	WF	School Counselor	Thelma Barker	\$60,880.00	
	7/29/2020	Transfer	Carol Diggs	WF	ESL Teacher	System-wide	\$56,630.00	
	7/29/2020	Transfer	Quincy Jones	BM	School Counselor	Denmark	\$63,848.00	
	7/29/2020	Transfer	Jessica Earney	WF	Guidance Clerk	South Side	\$17,571.32	
	7/29/2020	Transfer	Monica Reaves	BF	Federally Funded Counselor	Isaac Lane	\$17,262.18	
	7/29/2020	Transfer	Emily Gilbertson	WF	Upper Elem 4-6 Grades	Community Montessori	\$39,185.00	
	7/29/2020	Transfer	Stephania Booth-Crump	BF	Business CTE Teacher	North Side	\$45,799.00	
	7/29/2020	Transfer	Tracy Johnson-Cooper	BF	History Teacher	North Side	\$55,589.00	
	7/29/2020	Transfer	Shana Sims	BF	Special Education Teacher	East	\$38,617.00	
	7/29/2020	Transfer	Patty Gibson	WF	5th Grade Teacher	South	\$56,630.00	
	7/29/2020	Transfer	Robyn Newman	WF	School Counselor	South	\$56,630.00	
	7/29/2020	Transfer	Tremon Cockrell	BM	Special Education Teacher	JCT	\$37,995.00	
	7/29/2020	Transfer	April Pieniasek	WF	2nd Grade Teacher	Rose Hill	\$45,799.00	
	7/29/2020	Transfer	Sandra Lanier	BF	School Counselor	North Parkway	\$60,880.00	
	7/29/2020	Transfer	Jamie Crum	WF	1st Grade Teacher	Lincoln	\$37,422.00	
	7/29/2020	Transfer	Tanya Snow	BF	Special Education Teacher	Liberty	\$55,560.00	
	7/29/2020	Transfer	Jennifer Arnold	WF	History Teacher	Liberty	\$42,478.00	
	7/29/2020	Transfer	Charles Scott	WM	Theater Teacher	Liberty	\$56,630.00	
	7/29/2020	Transfer	Jasmine Taylor	BF	Social Studies Teacher	West Bemis	\$39,984.00	
	7/29/2020	Transfer	Judy Record	WF	5th Grade Teacher	Rose Hill	\$61,559.00	
	7/29/2020	Transfer	James Pickens	WM	Math Teacher	Northeast	\$39,437.00	
	7/29/2020	Transfer	Marko Jones	BM	Social Studies Teacher	Northeast	\$40,392.00	
	7/29/2020	Transfer	Adam Fields	WM	History Teacher	South Side	\$63,848.00	
	7/29/2020	New Hire	Joshua Gatlin	WM	Elective Teacher	North Side	\$43,679.00	
	7/29/2020	New Hire	Elizabeth Gonzalez	WF	ESL Teacher	West Bemis	\$50,232.00	
	7/29/2020	New Hire	Jared Heldenbrand	WM	Fine Arts Teacher	Rose Hill	\$37,422.00	
	7/29/2020	New Hire	Laura Long	WF	Science Teacher	North Side	\$37,968.00	
	7/29/2020	New Hire	Iana McGranahan	WF	Elective Teacher	JCT	\$37,422.00	
	7/29/2020	New Hire	Casey Phillips	WF	ELA Teacher	West Bemis	\$45,799.00	
	7/29/2020	New Hire	Elizabeth Robinson	WF	Librarian	JCT	\$37,995.00	
	7/29/2020	New Hire	Cheterra Rogers	BF	2nd Grade Teacher	Isaac Lane	\$37,995.00	
	7/29/2020	New Hire	Sunny Rushing	WF	Vocational Teacher	North	\$38,542.00	
	7/29/2020	New Hire	Alisha Sawyers	WF	LPN	Thelma Barker	\$20,520.00	
	7/29/2020	New Hire	Amber Speer	WF	1st Grade Teacher	Denmark	\$37,995.00	
	7/29/2020	New Hire	Katherine Stephens	WF	2nd Grade Teacher	Alexander	\$37,995.00	
	7/29/2020	New Hire	Sylathia Transou	BF	2nd Grade Teacher	Andrew Jackson	\$54,522.00	
	7/29/2020	New Hire	Stephen Watson	WM	Music Teacher	Thelma Barker	\$54,522.00	
	7/29/2020	New Hire	Audra Yates	WF	Special Education Teacher	North Parkway	\$47,046.00	
	7/31/2020	Resigned	Beverly Cannon	BF	Assitant Principal	Isaac Lane	\$53,126.84	
	7/31/2020	Retired	Herman Barnes, Jr.	BM	Campus Monitor	North Side	\$17,262.18	

SCHOOL SERVICE CENTER (SSC)

#	Date	Action	Name	Race/Gender	Position	Location	Salary	New Salary
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LEAVES

#	Location	Name	Position	Race/Gender	Leave Date	Return Date		
1	SSC	Heather Peevyhouse	Benefits Coordinator	WF	02/25/2020 (Intermittent)	2/21/2021		

2	Maintenance	Craig Tomlin	Painter	WM	03/09/2020 (Intermittent)	2/19/2021		
3	SSC	Heather Peevyhouse	Benefits Coordinator	WF	7/6/2020	8/31/2020		
4	Thelma Barker	Lauren Gatlin	Kindergarten Teacher	WF	7/29/2020	12/18/2020		
5	Rose Hill	Sabrina Pyron	School Counselor	WF	7/29/2020	8/20/2020		

VACANCIES

#	Position	Location	#	Position	Location			
1	Librarian	Alexander	10	Math Teacher	Liberty			
2	Librarian	Andrew Jackson	11	Math Teacher	Liberty			
3	2nd Grade Teacher	Andrew Jackson	12	Math Teacher	Liberty			
4	3rd Grade Teacher	Denmark	13	Spanish Teacher	Liberty			
5	Special Education Teacher	Denmark	14	JROTC Instructor	North Side			
6	Kindergarten Teacher	Isaac Lane	15	Spanish Teacher	North Side			
7	Special Education Teacher	Isaac Lane	16	Computer Literacy Teacher	Northeast			
8	5th Grade Teacher	JCT	17	Math Teacher	South Side			
9	Math Teacher	Liberty	18	Special Education Teacher	West Bemis			

JACKSON-MADISON COUNTY SCHOOL SYSTEM, MADISON COUNTY SHERIFF'S OFFICE, AND
MADISON COUNTY GOVERNMENT
SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

This AGREEMENT is made between Madison County Government, the Madison County Sheriff's Office (hereinafter, "MCSO") and the Jackson-Madison County School System (hereinafter, "JMCSS") to provide School Resource Officers (hereinafter, "SRO") for the school year, 2020-2021.

Whereas all agree that, a SRO Program is in the best interest of the citizens of the City of Jackson and of Madison County, and Jackson-Madison County Schools.

Whereas the JMCSS and MCSO agree that, a SRO Program will serve multiple purposes, including but not limited to:

- Performing law enforcement functions within the school setting;
- Identifying delinquent behavior;
- Fostering a better understanding of the law enforcement function;
- Developing a better appreciation of citizen rights, obligations, and responsibilities;
- Providing information about crime prevention;
- Providing assistance and support for crime victims within the school setting;
- Promoting positive relations between students and law enforcement officers.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the JMCSS and MCSO agree as follows:

1. A SRO Program is established in the Jackson-Madison County School System for the 2020-2021 school year.
2. The JMCSS will be charged for 4 of the 13 SRO positions for an amount not to exceed \$250,000 for the 2020-2021 school term. The MCSO will provide 13 SRO officers to JMCSS. Additionally, JMCSS agrees that MCSO will be compensated for overtime wages plus corresponding Social Security/ Medicare and Retirement contributions ("benefits") for SRO officers and/or other officers needed and requested, in writing, by a school principal or Superintendent for services at extracurricular activities conducted after normal SRO working hours. Overtime and benefits will only be paid for SRO officers and/or other officers who have or will work as a SRO or at other school-related functions for more than eight (8) hours in a workday or on a regularly scheduled day off or holiday. Any compensation due to MCSO for extracurricular activities shall be charged to the budget for the particular school requesting the services for the extracurricular activities. MCSO has the sole discretion in making assignments for the extracurricular activities.

3. The MCSO shall directly supervise the SROs assigned above and will perform scheduled or non-scheduled visits to the program schools. The MCSO shall approve reports, direct and evaluate the SROs.
4. The MCSO shall designate a direct supervisor with appropriate rank who shall perform the following duties:
 - Represent and carry out the policies of the MCSO;
 - Supervise all SROs in their duties;
 - Consult with the JMCSS Superintendent or designee regarding MCSO operations.
 - Resolve disputes between the SROs and the students or school staff members.
5. The SRO shall remain as an employee of and shall remain within the chain of command of the MCSO. The SRO shall remain subject to the direction, control, supervision, and discipline of the MCSO.
6. The SRO shall meet the following requirements:
 - The SRO must be a full-time law enforcement officer.
 - The SRO will comply with all laws, regulations, and rules of the Peace Officers Standards and Training (POST) Commission.
 - The SRO will participate in forty (40) hours of basic training in school policing within twelve (12) months of assignment to a school. Every year thereafter, the SRO will participate in a minimum of sixteen (16) hours of training specific to school policing that has been approved by the POST Commission.
 - The SRO must have appropriate job knowledge, education, appearance, attitude, and communication skills.
7. The SRO shall be assigned on a full-time basis and shall be present on campus during those hours that students are regularly present and licensed teachers are regularly on duty. The SRO may leave campus to perform such tasks as required by his/her assignment. The principal or a designee will be given notice when the officer is off campus. The SRO may be reassigned by the MCSO during school holidays and/or during any period of law enforcement emergency.
8. The MCSO and JMCSS Superintendent may agree to transfer, assign, or reassign a SRO when deemed in the best interest of the school system. Although MCSO has the final decision, the Superintendent's request to transfer, assign or reassign a SRO will not be unreasonably withheld.
9. Prior to the dismissal of any officer from the SRO Program, the MCSO and the JMCSS Superintendent will attempt to resolve existing problems. Should the officer continue to ineffectively perform, the JMCSS Superintendent will request in writing that the SRO be removed from the program, setting out the reasons the Superintendent believes the SRO should be removed, in which case the MCSO will review the matter and make final determination.

10. The duties and responsibilities of the SRO shall include, but are not limited to, the following:

- a. The SRO will respond to all calls for police service on school grounds.
- b. The SRO will serve as a law enforcement officer, community liaison, and role model in the school.
- c. The SRO may act as an instructor for specialized, short-term programs at the school or as a guest speaker when requested to do so by the principal or a member of the faculty with the approval of MCSO.
- d. The SRO will encourage individual and small group discussions with students based upon material presented in class to further establish rapport with the students.
- e. When requested by the principal, the SRO will attend parent or faculty meetings to solicit support and understanding of the SRO Program.
- f. The SRO will be available for conferences with students, parents, and faculty members to assist them with issues of law enforcement or crime prevention.
- g. The SRO will assist the principal and staff in developing plans and/or strategies to prevent or minimize dangerous situations that may occur on school campuses.
- h. The SRO will take appropriate law enforcement actions that may be required. As soon as practicable, the SRO will inform the principal of any such actions. The SRO may request additional law enforcement assistance on campus.
- i. The SRO will actively enforce trespassing laws on school property.
- j. The SRO will give assistance to other law enforcement personnel in matters regarding his/her school assignment whenever necessary.
- k. The SRO will participate in and/or attend school functions, which may include extracurricular activities.
- l. The SRO may be assigned to assist investigations relating to runaways, thefts, or any crime, provided such investigations related to the students attending the school to which the SRO is assigned.
- m. The SRO will not act as a school disciplinarian. If the principal/assistant principal believes an incident is a violation of the law, the SRO may be asked to determine whether law enforcement action is appropriate.
- n. The SRO may be assigned to lunchroom or hall monitoring duties only for an emergency situation or other specific reason as requested by the principal/assistant principal. The SRO will provide traffic control during arrival and departure of students, if needed.
- o. The SRO will perform random walking patrols throughout the school building and parking areas during school hours.
- p. The SRO will frequently patrol the campus and surrounding neighborhoods.
- q. The SRO will coordinate his/her activities with the principal.

- r. The SRO will adhere to the policies of the MCSO and all relevant statutes or regulations when conducting interviews with students, conducting investigations, or taking any law enforcement action with students or when on school property.
 - s. The SRO will maintain confidentiality of student records to which he/she has access.
 - t. The SRO will conduct security surveys and make recommendations to school officials for improved security measures.
 - u. The SRO will adhere to the policies/procedures of MCSO in regard to the transporting or arrestees and non-arrestees.
 - v. The SRO will coordinate the review of crimes reported to local law enforcement agencies during school hours with the school attendance records to reduce crimes committed by students when they are scheduled to be in school.
 - w. The SRO will complete incident reports and other required reports in accordance with the policies and directives of MCSO (department and supervisory) and of the JMCSS and shall submit copies of such records to the JMCSS Superintendent upon request.
11. The JMCSS shall provide materials and facilities necessary for the performance of the SRO's duties, including:
- a. A private, securable, and heated/air-conditioned office with a business phone.
 - b. A desk with drawers, chair, file cabinet, and office supplies.
 - c. A private computer, internet connection, and printer in office.
 - d. A school radio (two way).
12. The JMCSS and MCSO agree that the SRO will arrest or issue appropriate citation, at the SRO's discretion, for criminal acts witnessed by the officer, or for which probable cause exists, without regard to the regular or special needs status of the student(s). SRO's will take individuals into custody without a warrant only when authorized to do so by TCA 40-7-103. School staff may not direct an SRO to transport a student to Juvenile Detention Center or charge the student with a delinquent act as a disciplinary action.
13. The JMCSS and MCSO and their agents and employees agree to cooperate in good faith to fulfill the terms of this Agreement and will attempt to resolve any disputes or unforeseen issues through negotiation.
14. This Agreement may be terminated by any party upon ninety (90) days' notice that another party has failed to substantially perform in accordance with the terms and conditions of this Agreement or upon notice that funding is no longer available for the SRO Program.
15. All notices or other communications necessary or permitted under this Agreement shall be made to:

Dr. Marlon King
Superintendent, Jackson-Madison County School System
310 North Parkway
Jackson, Tennessee 38305

Jimmy Harris
County Mayor
Madison County, Tennessee

John R. Mehr
Sheriff
Madison County, Tennessee

16. The Agreement may not be assigned without the express written consent of the JMCSS, MCSO, and Madison County Government.
17. This Agreement constitutes the full written expression of all terms of the Agreement and is a complete and exclusive statement of those terms. No term of the Agreement may be modified unless made in writing and signed by all parties to the agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Jimmy Harris, Mayor
Madison County Government

Date

John Mehr, Sheriff
Madison County Tennessee

Date

Dr. Marlon King, Superintendent
Jackson-Madison County Schools

Date



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423.756.3333
FAX: 423.756.3337
(CHATTANOOGA)

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:

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

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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



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*

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



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: _____

**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 • A J 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. SSHS Baseball Boosters