

**RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128**

**May 9, 2019
5:00 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOMENT OF SILENCE**
- 4. APPROVAL OF AGENDA**

Recommend Approval---motion to approve the agenda as presented.

5. APPROVAL OF CONSENT AGENDA (TAB 1)

A. Minutes: April 25, 2019

B. Community Use of Facilities

C. Out of County Transfer Student (1)

D. Title I Contract

- Contract with Zachary Champagne, Math**
- Institute for Multi-Sensory Education**
- IMSE Contract**
- Dr. Vincent Windrow Contract**

E. Routine Bids

**Bid #3397-Small Wares for Food Service (Rocky Fork Elementary and Rockvale High)
RFP #19-02 – Therapeutic Day Treatment and Transportation Services (1st-12th Grades)
RFP #19-03 – Occupational and Physical Therapy Services
RFP #19-04 – Homebound Educational Services**

Request to Purchase:

LaVergne High School would like to purchase a used Toro 3100 Trim Mower with 30" Reels with 2360 hours on it from Greenville Turf & Tractor at a cost of \$11,500.00. This is the overall lowest bid from the quotes that were received. To be funded through LaVergne High School.

F. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Brad Frasier	NTE \$2,500.00	Blackman High School	School Funds-Baseball	Assistant Baseball Coach
Courtney Gregory	NTE \$500.00	Blackman High School	Varsity Cheer Boosters	Varsity Competition Cheer Coach
Greg Jones	NTE \$2,000.00	Blackman High School	School Funds-Baseball	Assistant Baseball Coach
John Mathis	NTE \$2,000.00	Blackman High School	School Funds-Baseball	Assistant Baseball Coach
Jesse Messick	NTE \$2,000.00	Blackman High School	School Funds-Baseball	Assistant Baseball Coach
Megan Witherspoon	NTE \$500.00	Blackman High School	School Funds-Baseball	Scorekeeper/Game Changer
Heather Wortman	NTE \$500.00	Blackman High School	Varsity Cheer Boosters	Varsity Competition Cheer Coach
Shane Chapman	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Mac Jones	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Chris Lynch	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Alan Pepper	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating

Joseph Reed	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Darren Shanks	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Joseph Wilson	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Luke Sheppard (6)	NTE \$1,000.00	Oakland High School	School Funds- Boys Soccer	Bus Driver to away games
Joshuah Powell	NTE \$2,000.00	Smyrna High School	School Funds- Baseball	Assistant Baseball Coach
Ed Adamowicz	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Emmanuel Bailon	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Billy Barnes	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Brandon Bassham	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Caitlyn Benton	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Jessamyn Bradley	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Casey Brandon	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating

Stoney Burks	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Josh Burks	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Duane Burks	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
James Buttrey	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Ryleigh Cobb	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Bailey Creech	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Gracen Crosslin	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Karsen Daniel	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Andy Ezzelle	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
McCarthy Gause	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Steve Grocock	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating

Darrion King	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Lee Kinslow	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Bobby Leathers	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Gregory Logan	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Allison Lynch	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Tim McGehee	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Chris Moore	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Chris Payne	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Cody Pepper	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Stefon Porter	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Comedra Prowell	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating

Dawson Reed	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Bobby Smith	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Kevin Snell	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Karah Snell	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
John Stevenson	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
David Tippet	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Taylor Turnage	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Jordan Turnage	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Don Woods	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Keith Woods	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Caitlyn Benton	NTE \$2,000.00	Eagleville	School Funds- HS Girls Volleyball	Summer Volleyball Camp Officiating
Bailey Creech	NTE \$2,000.00	Eagleville	School Funds- HS Girls Volleyball	Summer Volleyball Camp Officiating

Garcen Crosslin	NTE \$2,000.00	Eagleville	School Funds- HS Girls Volleyball	Summer Volleyball Camp Officiating
Karsen Daniel	NTE \$2,000.00	Eagleville	School Funds- HS Girls Volleyball	Summer Volleyball Camp Officiating
Mary Braschler (4)	NTE \$450.00	Siegel High School	School Funds- Choir	Pianist for additional performance of Beauty and The Beast at TPAC – amount is now \$1,450
Kaci Jacobellis	NTE \$2,500.00	Stewarts Creek High School	School Funds- Theater	Choreography

1. Unless listed as an hourly rate
2. Approved previously for an amount \$500 or greater
3. Not less than regular hourly rate – or overtime rate if working over 40 hours during the week
4. Anticipate amounts over \$500 this school year
5. Amend prior approval
6. Less than \$500 but part of event total
7. Pending approval by Transportation Dept.

G. Non-Faculty Volunteer Coaches:

According to Tennessee Secondary School Athletic Association (TSSAA) guidelines, Board of Education approval is required to allow non-faculty volunteer coaches to participate in the school athletic programs.

The following non-faculty volunteer coaches are for the 2018-2019 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Dakota Crane	Rockvale High School	Football
Charles Montgomery	Rockvale High School	Swimming
William Holliday	Rockvale High School	Football
Jason Morrison	Rockvale Middle School	Soccer/Girls
Chandler Janke	Central Magnet School	Volleyball
Jason Bowers	Blackman Middle School	Archery
Allyson Lillis	Oakland High School	Cheerleading
Lisa Guse	Central Magnet	Cross Country
Jason Roberts	Christiana Elementary	Archery
Tim Pogue	Central Magnet	Soccer/Boys
Kaci Jacobellis	Stewarts Creek High School	Theatre

Recommend Approval---motion to approve the consent agenda items as presented.

6. VISITORS

7. SPOTLIGHT

Blackman Middle School 8th Grade Saxophone Quartet. They are invited to perform at the Tennessee Music Education Associations State Conference as a spotlight ensemble.

8. RECOGNITION

- **The Stewarts Creek Middle School Archery Team is being recognized for winning their 3rd consecutive State Championship. In doing so, the Falcon Archery Team became the first middle school in the state of Tennessee to win three consecutive state titles. They will go on to represent Tennessee as State Champions at the National Archery Tournament in Louisville, Kentucky on May 11th.**
- **Murfreesboro Symphony Orchestra Excellence Music Award-Andrea Norberg**

9. STUDENT DISCIPLINE APPEAL

The Board has been requested to review the April 11, 2019 decision of the Disciplinary Hearing Authority (DHA) to uphold the decision to remand a student to alternative school. The student was remanded for sexual misconduct. This review is pursuant to the provision of Policy 6.317. The Board shall either review the record or grant a second hearing.

If the Board chooses to review the record, it shall:

- 1. Affirm the decision of the hearing authority; or**
- 2. Modify the decision to a lesser penalty; or**
- 3. Grant a hearing before the Board**

If the Board chooses to grant a hearing, a hearing will be scheduled at a later date at which the Board may:

- 1. Affirm the decision of the hearing authority; or**
- 2. Modify the decision in any matter; or**
- 3. Impose a more severe penalty than that of the hearing authority**

10. ALC AND RUTHERFORD COUNTY SCHOOLS ALTERNATIVE TRANSPORTATION SOLUTIONS AGREEMENT CONTRACT (TAB 2)

The ATLAS program would like to contract with ALC to provide a short-term, Emergency option for very difficult transportation situations for McKinney-Vento (ATLAS) students. ALC is a national student transportation solutions company that uses a combination of SUVs, minivans, wheelchair accessible vans and sedans to supplement districts' existing transportation programs. Whether assisting districts with their McKinney-Vento program, their hardest to serve trips, or their special needs students, ALC provides a scalable solution that can expand or contract to accommodate this ever-changing population.

Recommended Approval---motion to approve the Transportation Solutions Agreement Contract with ALC and the ATLAS Program as presented.

11. BLACKMAN HIGH SCHOOL CTE PROGRAM WITH REDSTONE FEDERAL CREDIT UNION. (TAB 3)

Blackman High School would like to do a CTE program with Redstone Federal Credit Union for the operation of a limited Redstone Federal Credit Union branch in the school to be operated by students under the supervision of school personnel and Redstone Federal Credit Union Officials. Redstone will pay all costs to furnish, equip, and construct the branch. Any construction within the school will require the approval of the Assistant Superintendent for Engineering and Construction. The only people who will be allowed to use the student branch would be students and school employees at Blackman High School. The branch will be in operation for a limited number of hours around noon during normal school days. Students selected for the program will receive practical instruction regarding the operations of a financial institution. Students also will be eligible for possible employment with Redstone Federal Credit Union outside of school hours. Students will not be paid any wages while working in the branch at school, but will receive school credit and be graded on their performance. Board Attorney Jeff Reed has been working with Redstone Federal Credit Union and an agreement has been reached in acceptable legal form under which Redstone Federal Credit Union will be responsible for any liabilities arising in regard to transactions handled through the branch. A copy of the Agreement is attached. The term of the Agreement is for 3 years, but thereafter may be terminated by either party upon proper notice as provided in the Agreement.

Recommended Approval---motion to authorize the Chairman to sign the Agreement with Redstone Federal Credit Union for the CTE program with Redstone Federal Credit Union at Blackman High School as presented.

12. FINANCIAL MATTERS (TAB 4)

Cafeteria Fund 143-Cash Banks for 2019/20 School Year

The Centralized Cafeteria fund 143 Petty Cash (Cash on Hand) amounts for each school nutrition location is currently approved for \$12,000.00 for the sole purpose of making change. An additional \$100.00 is needed in the 2019-2020 school year for the new Rocky Fork Elementary School Cafeteria and an additional \$1,000.00 is needed in the 2019-2020 school year for the new Rockvale High School Cafeteria, increasing the total Petty Cash (Cash on Hand) amount to \$13,100.00.

Recommended Approval---motion to increase the Centralized Cafeteria Fund 143 Petty Cash (Cash on Hand) by a total of \$1,100 which will cover the new Rocky Fork Elementary School, \$100.00 and the new Rockvale high School, \$1,000.00 for a total of \$13,100.

13. ANNUAL POLICY MANUAL REVIEW (TAB 5)

Section 1 – Board Operations

Meetings and Procedures

Policy 1.500 Board-Community Relations

Policy 1.501 Visitors to the Schools

Policy 1.502 Board Meeting News Coverage

Policy 1.503 News Releases, News Conferences and Interviews

Policies and Procedures

Policy 1.600 Policy Development and Adoption

Policy 1.601 Administrative Rules and Regulations

Policy 1.602 Administrative Committees

School District Organization and Planning

Policy 1.700 School District Goals

Policy 1.701 School District Planning

Policy 1.703 School Attendance Zones and Exemptions

Policy 1.704 Charter School Applications

General School Management

Policy 1.800 School Calendar

Policy 1.801 School Day

Policy 1.8011 Emergency Closings

Policy 1.802 Section 504 and ADA Grievance Procedures

Policy 1.803 Tobacco-Free Schools

Policy 1.804 Drug-Free Workplace

Policy 1.805 Use of Electronic Mail (Email)

Policy 1.806 Advertising and Distribution of Materials in Schools

Policy 1.808 Registered Sex Offenders

Section 2 – Fiscal Management

Policy Title

Policy 2.100 Fiscal Management Goals

Budget

Policy 2.200 Annual Operating Budget

Policy 2.201 Line Item Transfer Authority

Policy 2.300 State and Federal Aid Eligibility Determination

Revenue

Policy 2.400 Revenues

Policy 2.401 Gifts and Bequests

Policy 2.402 Investment Earnings

Policy 2.403 Personal Property Sales

Policy 2.404 School Support Organizations

Policy 2.500 Deposit of Funds

Policy 2.600 Bonded Employees

Accounting

Policy 2.700 Accounting System

Policy 2.701 Financial Reports and Records

Policy 2.702 Inventories

Policy 2.703 Audits

Expenditures and Purchasing

Policy 2.800 Expenditure of Funds

Policy 2.8001 Travel Reimbursements

Policy 2.802 Payroll Procedures

Policy 2.803 Salary Deductions

Policy 2.804 Expenses and Reimbursements

Policy 2.805 Purchasing /Purchasing Authority

Policy 2.8051 Credit Cards, Debit Cards, Gift Cards, and On-Line Banking

Policy 2.806 Bids and Quotations

Policy 2.807 Requisitions

Policy 2.808 Purchase Orders and Contracts

Policy 2.809 Vendor Relations

Policy 2.810 Payment Procedures

Policy 2.900 Student Activity Funds Management

14. FACILITIES USE APPROVED FOR EXEMPTION

Pursuant to Board Policy 3.206 public education schools and institutions, post-secondary education institutions, private universities and colleges, governmental entities or agencies that provide benefits to the Rutherford County School System or have an in-kind relationship approved by the Director of Schools may request the Board of Education to allow an exemption from the use of facilities fee which the Board may allow or deny based upon the details of the specific request. The following groups qualify for the exemption:

Recommended Approval---motion to approve the following group requesting fee waivers for the use of facilities pursuant to Policy 3.206:

The Nicholas Foundation

Free Basketball Camp (CMS-Gym)

Note: Facility use for 5/9/19 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

15. FACILITIES

16. INSURANCE UPDATE

17. DIRECTOR'S UPDATE

18. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

19. FEDERAL RELATIONS NETWORK (FRN) UPDATE

20. GENERAL DISCUSSION

21. ADJOURNMENT

**RUTHERFORD COUNTY SCHOOL SYSTEM
Board of Education Meeting
2240 Southpark Drive
Murfreesboro, TN 37128**

Minutes of April 25, 2019

Board Members Present

Jim Estes, Board Chairman

Coy Young, Vice-Chairman

Terry Hodge

Tiffany Johnson

Jeff Jordan

Lisa Moore

Tammy Sharp

Bill C. Spurlock, Director of Schools

1. CALL TO ORDER

The Board Chairman called the meeting to order at 5:00 P.M. Mr. Coy Young led the Pledge of Allegiance.

2. MOMENT OF SILENCE

The Chairman called for a moment of silence.

3. APPROVAL OF AGENDA

Motion made by Mr. Young, seconded by Mr. Jordan, to approve the agenda as presented.

Vote: All Yes

4. APPROVAL OF CONSENT AGENDA

- A. Minutes: April 8, 2019 Special Called Budget Meeting
 April 10, 2019 Board Meeting
 April 16, 2019 Special Called Budget Meeting
 April 22, 2019 Special Called Budget Meeting**

B. Community Use of Facilities

C. Title I Contract

- LaVergne Middle School and Mindset's Inc.
- Roy Waldron Elementary School and SBP Consulting, Inc.

D. Routine Bids

Bid #3396 – Cooling Tower and Heat Exchange Replacement (BHS)

Request to Purchase:

Oakland High School would like to purchase from TN Statewide Contract #209 (1) One, 2019 Ford Transit 150 (10) Ten Passenger Van from Ford of Murfreesboro at a cost of \$25,000.00. To be funded from Oakland High School.

E. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Ben Holl	NTE \$700.00	Blackman High School	School Funds-Boys Basketball	Assistant Boys Basketball Coach
James Jones	NTE \$800.00	Blackman High School	School Funds-Boys Basketball	Assistant Boys Basketball Coach
Tim Pedigo	NTE \$1,000.00	Blackman High School	School Funds-Instruction	Admin Support/Training during school standards
Brad Cowan	NTE \$5,000.00	Oakland High School	School Funds-Indoor Facility	Indoor Facility Coordinator
Andrew Brewer	NTE \$1,500.00	Oakland Middle School	School Funds-Swimming	Provide Spring Training for Oakland Middle and Oakland High swimmers
Travis Childers	NTE \$1,328.00	Siegel High School	School Funds-Baseball	Assistant Baseball JV Coach
Tommy Entrekin (6)	NTE \$2,212.00	Siegel High School	School Funds-Baseball	Assistant Baseball Coach/Bus Driver
Tyler Reeder	NTE \$1,770.00	Siegel High School	School Funds-Baseball	Head JV Coach
Brian Howard	NTE \$2,000.00	Stewarts Creek High School	School Funds-Baseball	Mowing + Field Maintenance
Robert LaFrance	NTE \$750.00	Central Magnet	School Funds-Middle School Boys Soccer	Assistant Coach – Middle School Boys Soccer

Shantel Perry	NTE \$7,000.00	Oakland High School	Swim Boosters	Swim Coach + Summer Camp
John Kramer	NTE \$700.00	Stewarts Creek High School	School Funds-Choir	Accompanist
Thomas Hardison (2)	Hourly	Holloway High School	Clubs, Athletics + Outside Group	Additional Custodial work for the 2018/2019

1. Unless listed as an hourly rate
2. Approved previously for an amount \$500 or greater
3. Not less than regular hourly rate – or overtime rate if working over 40 hours during the week
4. Anticipate amounts over \$500 this school year
5. Amend prior approval
6. Less than \$500 but part of event total
7. Pending approval by Transportation Dept.

F. Non-Faculty Volunteer Coaches:

According to Tennessee Secondary School Athletic Association (TSSAA) guidelines, Board of Education approval is required to allow non-faculty volunteer coaches to participate in the school athletic programs.

The following non-faculty volunteer coaches are for the 2019-2020 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Kevin Gregory	Blackman Middle School	Football
Jodi Anderson	Christiana Elementary	Archery
Matthew Manning	Rockvale High School	Soccer/Girls
Jean Charles Didier	Rockvale Middle School	Football
Megan Brewer	Rockvale High School	Cheerleading
Jean Andrews	Rock Springs Middle School	Soccer/Girls
Sydney Caldwell	Riverdale High School	Volleyball
Charles Montgomery	Rockvale Middle School	Swimming
Brett Jackson	Rockvale High School	Soccer/Girls
David Green	Blackman Middle School	Archery
Timothy Bishop	Christiana Middle School	Soccer/Boys

Motion made by Mr. Jordan, seconded by Mrs. Johnson, to approve the consent agenda items as presented.

Vote: All Yes

5. VISITORS – No Visitors.

6. SPOTLIGHT

The Stewarts Creek Middle School Jazz Band performed and received many positive comments.

7. INTRODUCTIONS

Mr. Spurlock, Director of Schools, introduced the following Assistant Superintendents.

Dr. Jimmy Sullivan – Assistant Superintendent Curriculum and Instruction

Douglas Bodary – Assistant Superintendent Budget and Finance

8. RECOGNITION

The Blackman High School Cheerleaders were recognized as the 2019 National Champions. This is the third time consecutively and 7th time in history that Blackman High School has won a national championship.

9. ESA UPDATE

At the Board Work Session on April 24, 2019, Representative Charlie Baum addressed the Board for approximately one hour about the Tennessee House of Representative's recent approval of a bill creating education savings accounts ... a voucher-like program for Tennessee. In addition, Representative Baum answered questions about another bill concerning charter school authorization and budget increases for K-12 public education that have been approved by the Tennessee House of Representatives.

10. RECOGNITION OF SCHOOLS FOR TENNESSEE SAFE STARS

Rutherford County Middle Schools have been awarded Gold Level Recognition as Tennessee Safe Stars leagues. Safe Stars is an effort to recognize Tennessee youth sports leagues with high standards of safety for athletes. Safe Stars expanded its scope to recognize schools for their outstanding safety policies and Rutherford County Schools are the first middle schools to receive recognition from the program.

Terry Love from the Tennessee Department of Injury Prevention and Brad Rohling presented the certificates to a representative from each middle school.

11. SMYRNA HIGH SCHOOL AUDITORIUM NAMING

The administration at Smyrna High School requested to name the Theater/Auditorium after Shannon Williams. The facility would be called Shannon Williams Fine Arts Auditorium. Mrs. Williams made outstanding contributions to both Smyrna High School, the theater program and the local community. Mrs. Williams was the only drama teacher at Smyrna High for over twenty years. She spent countless hours developing the program, supporting students participating in volunteer opportunities in their community and even working with students (current and former) on speeches and performances for interest outside of Smyrna High School.

Motion made by Mrs. Johnson, seconded by Mrs. Moore, to approve to name the Theatre/Auditorium at Smyrna High School the Shannon Williams Fine Arts Auditorium as presented.

Vote: All Yes

12. STATE OF THE ARTS MUSIC GRANT

Rutherford County Schools has been selected as a State of the Arts Grant recipient. The State of the Arts grant is funded by the CMA Foundation in conjunction with the TN State Department of Education. One district from each of the state's core regions was selected through a competitive grant application process for this inaugural grant cycle, and RCS is the Mid-Cumberland grantee.

The State Collaborative on Reforming Education (SCORE) will serve as the fiscal agent for this grant. The grant amount is \$124,000 to be disbursed over a three-year period. Funds will be used for music teacher professional development and for a repair, replace and maintenance program of RCS musical instruments following an intensive inventory analysis. Lindsay Halford, RCS Fine Arts Specialist, will serve as the project manager for grant implementation.

Motion made by Mr. Jordan, seconded by Mr. Young, to approve the State of the Arts Grant contract between the State Collaborative on Reforming Education (SCORE) and the Rutherford County Board of Education as presented.

Vote: All Yes

13. OLD BUSINESS

Discussion of Substitute Vendors

After a lengthy discussion on substitute vendors, the following motion was made.

Motion made by Mr. Young, seconded by Mr. Hodge, to approve Advantage XPO and raise our rates \$10.00 across the board. Combine the substitute teachers and retired teachers with a degree and the substitute teacher with a degree and TN teaching license, those two should be combined.

Get a committee together to simplify the process.

Motion made by Mrs. Moore, seconded by Ms. Sharp, to request the Board Chairman to allow Mr. Bedsoe, President of PESG, to address the Board on concerns about the financial matters expressed in the discussion.

ROLL CALL VOTE ON MR. BEDSOE ADDRESSING the BOARD:

Yes: Mr. Jordan, Mrs. Moore, Ms. Sharp, Mrs. Johnson

No: Mr. Young, Mr. Hodge, Mr. Estes

ROLL CALL VOTE ON ORIGINAL MOTION:

Yes: Mr. Hodge, Mr. Jordan, Mr. Young, Mr. Estes

No: Mrs. Moore, Mrs. Johnson, Ms. Sharp

14. ANNUAL POLICY MANUAL REVIEW

Section 1 – Board Operations

Legal Status and Authority

Policy 1.100 School Board Legal Status and Authority

Policy 1.101 Role of the Board

Policy 1.102 Board Members Legal Status

Policy 1.103 Board Self-Evaluation

Policy 1.104 Membership

Policy 1.105 School board Legislative Involvement

Policy 1.106 Code of Ethics

Policy 1.107 Board Member Conflict of Interest

Policy 1.108 Nepotism

Board Members

Policy 1.200 Method of Election of Officers

Policy 1.201 Duties of Officers

Policy 1.202 Duties of Board Members

Policy 1.203 New Member Orientation

Policy 1.204 Board member Development Opportunities

Policy 1.205 Board-Director Relations

Committees/Consultants

Policy 1.300 Board Committees

Policy 1.301 Executive Committee

Policy 1.302 School Board Attorney

Meetings and Procedures

Policy 1.400 School Board Meetings

Policy 1.401 Public Hearings

Policy 1.402 Notification of Meetings

Policy 1.403 Agendas

Policy 1.404 Appeals to and Appearances Before the Board

Policy 1.405 Rules of Order

Policy 1.406 Minutes

Policy 1.407 School District Records

There was no discussion on the policies as presented.

15. FACILITIES USE APPROVED FOR EXEMPTION

Pursuant to Board Policy 3.206 public education schools and institutions, post-secondary education institutions, private universities and colleges, governmental entities or agencies that provide benefits to the Rutherford County School System or have an in-kind relationship approved by the Director of Schools may request the Board of Education to allow an exemption from the use of facilities fee which the Board may allow or deny based upon the details of the specific request. The following groups qualify for the exemption:

Motion made by Mr. Jordan, seconded by Mr. Hodge, to approve the following groups requesting fee waivers for the use of facilities pursuant to Policy 3.206:

American Red Cross	Blood Drive (SCHS-Aux. Gym)
Stones River Fraternal Order of Police	Charity Dodgeball (SCHS-Gym)
Kittrell Alumni-Reunion Committee	Annual Kittrell Reunion (KES-Gym, Cafeteria)
Murfreesboro Baseball Association	Practices (Barfield-Ball Field)
Rutherford Works	Code Camp (RFMS, Barfield, SCMS-Computer Labs)

Vote: All Yes

Note: Facility use for 4/25/19 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise approval is terminated at the end of the policy period. All approvals are for no more than a 1-year period.

16. FACILITIES

Siegel High School Addition and Renovations Credit Change Order

RG Anderson Company, Inc. has submitted Change Order #2 to DEDUCT the remaining allowance moneys in the amount of \$163,609.15 for allowances not used during the Siegel High School Renovation Additions Project. The final cost and contract amount will be \$6,362,390.85.

Motion made by Mr. Jordan, seconded by Mr. Young, to approve the Deductive Change Order #2 submitted by RG Anderson Company, Inc. for \$163,609.15 for allowances not used at Siegel High School Additions and Renovations Project. The final contract amount is \$6,362,390.85.

Vote: All Yes

17. BOARDSMANSHIP CODE OF ETHICS POLICY

Motion made by Mrs. Moore, seconded by Mrs. Johnson, to approve the Boardsmanship Code of Ethics Policy as presented.

Vote: All Yes

18. INSURANCE UPDATE – No report.

19. DIRECTOR’S UPDATE – No report.

20. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Johnson, TLN Rep, reviewed the bills that were being considered by the legislators.

21. FEDERAL RELATIONS NETWORK (FRN) UPDATE – No report.

22. GENERAL DISCUSSION - No items discussed.

There being no further business, the meeting adjourned at approximately 7:05 P.M.

Jim Estes, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

May 9, 2019

CONSENT AGENDA

Oakland Middle	B-Attitude Dance, dance recital, 6/23/19 9am-5pm, classroom & auditorium, \$300
Riverdale	Global 615, Summer 5v5 Soccer League, 6/11/19-7/25/19 Tu/Th 58pm, soccer field, \$18/hr
Stewartsboro	Cindys Cinderellas, Recital and Cheer Showcase, 7/8/19 7am-8pm, gym & auditorium, \$575

Note: Facility use for 5/9/19 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any

renewals of insurance to the Board on time; otherwise approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

MEMORANDUM

DATE: May 1, 2019
TO: Bill C. Spurlock
FROM: Sara R. Page
RE: Transfer Student Under Discipline

The Board has been requested to admit a transfer student under discipline from another school system. The student was previously ordered to attend an alternative school in Texas. The student has 41 days remaining.

The student was placed in an alternative school based on continuous defiant and disruptive behaviors.

According to Policy 6.318, the Board must approve all admissions when a student transfers from another school system while under suspension or expulsion. I recommend that the student be admitted and placed in the zoned alternative school, Smyrna West, subject to his compliance with all other applicable admission requirements.

Rutherford County Schools

Smyrna Primary School Motion

Contract with Zachary Champagne, Math

Based on TCAP data, all certified staff will participate in a one-day training with Zachary Champagne on Aug. 2, 2019 with an option to add additional dates in the second semester at additional cost.

Mr. Champagne will meet, virtually, with school leaders before Aug. 5, 2019, to come to a sound understanding of the content and pedagogical structures to be presented. The training will increase teacher math content knowledge and instructional strategies resulting in more rigorous, in-depth, classroom instruction. This will in turn, increase academic achievement and growth, by enabling students to meet the challenging state academic standards.

The cost is \$4,500.00. Title I funds will pay 100% of the cost for this training pending approval of FY20 budget.

Motion to approve a contract between Zachary Champagne and Rutherford County Schools for professional development services with Smyrna Primary School.

CONTRACT FOR PROFESSIONAL LEARNING FROM ZACHARY CHAMPAGNE - UPDATE

Zachary Champagne
8721 Goodbys Trace Court
Jacksonville, Florida 32217
SS# 590-10-1756

1. Description of Services. Zachary Champagne shall provide one full day (not to exceed 7 hours) of customized professional learning in elementary mathematics on August 2, 2019. Zachary will also provide up to two virtual planning meetings with the planning team. These meetings are intended to allow both parties to have a sound understanding of the content and pedagogical structures to be presented.

The Contractor will independently perform all services specified above. All intellectual property, work product, outcomes, or processes remain the property of Zachary Champagne.

2. Location of Services. Performance of services cited above will be conducted at: Smyrna Primary School, 200 Walnut St. Smyrna, TN 37167

3. Term of Agreement. Services shall be provided on August 2, 2019, unless terminated as provided herein, or extended by supplement to this agreement.

4. Termination. If the engagement is rescheduled for a mutually agreed upon day, no penalty is incurred. If the engagement is cancelled by the Smyrna Primary School, a percentage of the fee will be paid to Zachary Champagne, depending on the length of the notification.

- 30 days or less 50%
- 30 - 60 days 40%
- More than 60 days 30%

5. Compensation and Payment. Based on the completion of services described in paragraph 1 above, Zachary shall receive a fixed fee of \$4500.00 upon the completion of the professional learning day. Zachary will arrange, and pay for, his own travel and lodging, and no further compensation is required to Zachary beyond the fixed fee of \$4500.00.

Signed



Zachary Champagne

4/29/19

Date

Representative for Smyrna Primary School

Date



Rutherford County Schools

Title I/Title II Motion

Institute for Multi-Sensory Education will provide a five-day workshop
“Comprehensive Orton-Gillingham Training.”

The Comprehensive training provides participants with an in-depth understanding of IMSE's Orton-Gillingham methodology over the course of **30 hours**. Participants will be given the tools to incorporate multi-sensory strategies into an existing literacy curriculum.

Contract Details:

September 17-19, 2019 (3 days)

October 16-17, 2019 (2 days)

Cost:

Number of Participants	Cost
10-14	\$15,980.00
15-19	\$21,230.00
20-24	\$26,480.00
25-29	\$31,730.00
30-34	\$36,980.00
35-39	\$41,430.00
40-44	\$46,680.00
45-54	\$55,005.00
55-64	\$63,880.00

Cost includes; instruction, materials provided, Interactive OG and instructor travel expenses for multiple trips.

Approximately 30-50 participants

Motion: to approve Title I and Title II Funds to pay for five days of comprehensive training. Participation in this training will enable teachers to better assess, evaluate and teach children how to read, write and spell proficiently.

Contingent upon approval of the FY20 budget.



IMSE Contract Agreement

This contract agreed to on April 25, 2019, is between the Institute for Multi-Sensory Education ("IMSE"), whose address is 24800 Denso Drive, Suite 22, Southfield, MI 48033, and the Rutherford County Schools, whose address is 2240 Southpark Drive, Murfreesboro, TN 37128.

IMSE Comprehensive Orton-Gillingham Training (30-hour):

A hands-on, personalized session that provides an understanding of IMSE's enhanced Orton-Gillingham method and the tools necessary to apply it in the classroom. After participating in this training, teachers will be better able to assess, evaluate and teach children how to read, write, and spell proficiently.

Teachers will receive training with respect to:

- Phonemic awareness
- Multi-sensory strategies for reading, writing, and spelling
- Syllabication patterns for encoding / decoding
- Reciprocal Teaching for reading comprehension
- Multi-sensory techniques for sight words
- Student assessment techniques
- Guidelines for weekly lesson plans

Materials Provided by IMSE:

- *IMSE Comprehensive Training Manual*
- *IMSE Assessment Manual*
- *Recipe for Reading*
- *IMSE Comprehensive Syllable Division Word Book*
- *Interventions for All: Phonological Awareness*
- *IMSE Phoneme/Grapheme Card Pack*
- *Access to IMSE's Interactive OG for 1 year*

Participants will need to bring the following supplies to the first day of training:

- Red crayon
- Green crayon
- Two Highlighters of varying colors
- Sticky notes
- Notebook
- Scissors
- Glue

Dates of the training are:

Start: September 17-19, 2019

Finish: October 16-17, 2019

30 contact hours



Training Fees

Trainings that require multiple trips, available: October - April

Cost:

Number of Participants	Cost
10-14	\$15,980.00
15-19	\$21,230.00
20-24	\$26,480.00
25-29	\$31,730.00
30-34	\$36,980.00
35-39	\$41,430.00
40-44	\$46,680.00
45-54	\$55,005.00
55-64	\$63,880.00

Cost includes; instruction, materials provided, Interactive OG and instructor travel expenses for multiple trips.

This is a flat fee which includes tuition, materials, shipping, and instructor travel.

Materials are provided only for participants attending the training dates listed above. Any extra training materials must be returned to IMSE.

IMSE will prepare and ship training materials based on the agreed number of participants provided at least 30 days prior to the training start date. Additional participants are welcome, however, IMSE must be notified no less than 7 days prior to the training start date and express processing /shipping fees shall apply. If the attendance is less than the number of participants provided to IMSE by the School/School District, then all extra materials must be returned to IMSE, shipping and handling fees shall apply. The IMSE Instructor will prepare boxes for FedEx to return ship; however, it is the School/School District's sole responsibility to make sure that all of the IMSE Instructor boxes are sent back to IMSE via FedEx. Unless expressly authorized by IMSE in writing, in no event shall all or any part of the training be videotaped or recorded.

Cancellation Policy

IMSE requires a \$1000 cancellation fee, in the event that the School/School District cancels or reschedules the training within 30 days of the training start date.

IMSE shall have the right to cancel and/or reschedule the training in its sole discretion. If the School/School District cancels and/or reschedules the training within 30 days of the training start date, then the School/School district shall pay IMSE the \$1000.00 fee.

Intellectual Property

IMSE provides various training and related materials, supplements, information, quizzes, tests, questions, articles, and other information including, but not limited to, *IMSE Comprehensive Training Manual*, *IMSE Assessment Manual*, *Recipe for Reading*, *IMSE Comprehensive Syllable Division Word Book*, *How to Teach Spelling*, and *IMSE Phoneme/Grapheme Card Pack* (the "Materials"). IMSE authorizes the School/School District to utilize the Materials in connection with the training and for use in the classroom only.

Unless expressly authorized by IMSE, the Materials shall not be copied or reproduced in any fashion. Further, the School/School District shall not modify the Materials in any way or reproduce, share, distribute or utilize them to perform unauthorized trainings.

The School/School District acknowledges that IMSE owns certain trademarks and copyrights hereinafter referred to as the "Intellectual Property."

The Intellectual Property includes all trademark registrations and unregistered trademark usages of IMSE, Reading Venture One LLC, INSTITUTE FOR MULTI-SENSORY EDUCATION, SENSATIONAL SAND, SEE HEAR FEEL THE DIFFERENCE including both word mark and design applications and other certain brands, trademarks and services marks owned and used by IMSE.

The Intellectual Property further includes all copyrights, both registered and unregistered, owned and used by IMSE, any non-registered copyrights in the Materials, any and all authorized or unauthorized video and audio recording created by the School/School District discussing the Materials and any and all authorized or unauthorized modified Materials produced by the School/School District.

IMSE shall have and shall retain ownership of all right, title and interest in and to Materials and Intellectual Property enumerated herein.

Unless expressly indicated otherwise herein by IMSE, even if the School/School District has previously obtained IMSE's written permission to use any Materials, the School/School District agrees to obtain written consent each time before using the Materials enumerated above.

Except as expressly stated herein, the School/School District acknowledges that it has no right, title, or interest of any kind on any legal basis in or to the Materials or the Intellectual Property enumerated above.

Upon termination of this agreement, the School/School District agrees to immediately return to IMSE any printed and/or recorded Materials and/or Intellectual Property that the School/School District may have in its possession or control.

Indemnification of IMSE

The School/School District, and its successors and assigns shall indemnify and hold harmless IMSE and its members, managers, managing directors, directors, officers, agents, representatives, employees, affiliates, subsidiaries, successors, heirs and assigns from and against any and all claims, liabilities, losses, costs or expenses, including but not limited to actual attorney fees and related costs and expenses, and damages, whether known or unknown, joint or several, incurred by such parties and related to or arising in any manner whatsoever from the performance of this engagement.

IMSE may, but is not required, to engage at the expense of the School/School District separate counsel of our choice in connection with any legal matter to which this indemnification may relate.

Limitation of Liability

IMSE and any of its members, managers, managing directors, directors, officers, agents, representatives, employees, affiliates, subsidiaries, successors, heirs and assigns shall not be liable for any loss or damage except as is a direct result of IMSE's intentional breach of any material provision of this engagement or willful misconduct. In no case shall IMSE be liable for special, incidental, consequential, punitive or exemplary damages, including lost profits or lost savings, whether or not such are foreseeable or IMSE has been advised of the possibility of such damage. IMSE's liability, if any, under or in relation to this engagement and the services hereunder will be limited to the amount of payment actually received by IMSE in relation to this engagement.

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor will be considered to be an agent, distributor, partner, fiduciary, or representative of the other. Except as authorized herein, neither party will act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

Confidentiality

The School/School District shall keep all Materials confidential, and shall not sell, publicize, upload, video record, audio record, loan, rent, giveaway, describe, summarize, or otherwise reveal the Materials or their contents, to any other person or entity. Any breach of these terms automatically terminates your authorized use of the Materials and may be subject to further action.

Severability

If any portion of this agreement is determined to be invalid or unenforceable, the parties agree that the remainder of this agreement will be valid and enforceable.

**Entire Agreement**

This agreement represents the entire understanding of the parties relating to the engagement and may not be amended or modified in any respect except in writing signed by the parties.

Governing Law

This agreement will be interpreted and construed under the laws of the State of Michigan. The parties further agree that in the event of a dispute regarding this engagement or under this agreement, jurisdiction will be in the United States District Court for the Eastern District of Michigan or the Circuit Court for the County of Oakland. IN ADDITION, THE PARTIES HERETO IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Attorney Fees

If any action or proceeding is instituted to enforce or interpret this agreement, the party prevailing in such proceeding will recover its actual attorneys' fees and related costs and expenses from the other party.

Notices

All notices required or permitted to be delivered under this agreement will be sent, if to IMSE or the School/School District, at the addresses set forth in this agreement or to such other name or address as may be given in writing to the other party. All notices under this agreement will be sufficient if delivered by electronic mail or overnight mail.



institute for
multi-sensory
education

ORTON-GILLINGHAM.COM

Please sign, return the contract and the school purchase order as soon as possible to:

Fax: 248-735-2927

Email: jessie@imse.com

Signatures below indicate acceptance of the terms outlined in this contract agreement.

Date: _____

Signed: _____

Name: _____

Date: _____

Signed: _____

Name: Jessica Brandon, IMSE Administrative Assistant

Title I Motion

Dr. Vincent Windrow

Topic: Student Success through the Lens of Literature/Ten Keys to Super Leadership

Dr. Windrow with MTSU will provide a workshop on August 5, 2019 on Aspirational Leadership. This training will give teachers strategies to better understand how their personal development can impact both their peers and student achievement. This training will be open to all teachers from Title I Schools.

Total Cost= \$6,500 for a full day workshop

Two ½ day sessions

(Cost includes all travel and materials)

Motion to approve a contract between Rutherford County Schools Title I Department and Dr. Vincent Windrow to provide a full day workshop to teachers from Title I Schools. 100% of the cost will be paid with Title I Administrative Funds.

(Pending approval of FY20 budget)

Vincent Windrow, Ed.D.1887 Stewart Creek Rd
Murfreesboro, Tn 37129
Phone:615-785-4237

Agreement

AGREEMENT: RC08052019**DATE:** April 30, 2019Rutherford County School
Federal School Programs**FOR: LEADERSHIP MEETING****DESCRIPTION****Goal**

This engagement will provide opportunities for attendees to learn about Aspirational Leadership and better understand how their personal development can impact both peers and students.

Service

<input type="checkbox"/>	School-Based Professional Learning	<input type="checkbox"/>	Conference Keynote
<input type="checkbox"/>	District Workshop	<input type="checkbox"/>	Conference Breakout
<input checked="" type="checkbox"/>	District Federal Program Keynote	<input type="checkbox"/>	Other

Date

August 5, 2019

Location**Time**

TBD

Topic

Student Success through the Lens of Literature/Ten Keys to Super Leadership

Other Notes

Total is all-inclusive (flight, travel, accommodations, meals, etc.). Cancellation of this agreement from either party or both parties is to be provided within ten days of event. All applicable laws govern this agreement.

\$6,500.00

Technology to be Supplied by Site

<input checked="" type="checkbox"/>	LCD Projector	<input type="checkbox"/>	Sound patch (computer to speakers, if available)
<input type="checkbox"/>	Smart Board	<input checked="" type="checkbox"/>	Computer
<input checked="" type="checkbox"/>	Lapel or Hand-Held Microphone (if space requires)	<input type="checkbox"/>	Audience Microphone(s)

Handouts**Other Costs**

None

CONTRACT APPROVAL

				TOTAL	\$6,500.00
Signature		Title	Date		

Bid #3397
Rocky Fork Elementary and Rockvale High School

Item #	Description	BRESCO	Mobile Fixture
1	Anti Fatigue Mat - grease resistant, 36" x 48", Comfort Flow or pre approved equal	\$ 108.39	\$ 61.27
2	Bathroom brush and caddie, Rubbermaid 10F1 or preapproved equal	\$ 4.95	\$ 4.67
3	Beverage Dispenser, Trimline Rectanglar - 3 gal premium (PC) single base, Black base and Lid, labels, Carlisle #10850	\$ 68.24	\$ 71.05
4	Bowl, Mixing - 13qt, 18/8 stainless; 17 1/2" diameter, 6 1/2" Polar Ware T1243 or preapproved equal	\$ 28.43	\$ 6.53
5	Bowl, Mixing - 3 qt, 18/8 stainless; 9 3/8" diameter, 4" Polar Ware T1233 or pre approved equal	\$ 10.22	\$ 1.95
6	Bowl, Mixing - 5qt, 18/8 stainless; 11 3/4" diameter, 4 1/2" dept Ploar Ware T1235Vollrath or preapproved equal	\$ 15.46	\$ 3.05
7	Bowl, Mixing - 8qt, 18/8 stainless; 13 1/4" diameter, 5 3/8" Polar Ware T1238 or preapproved equal	\$ 20.95	\$ 3.55
8	Brush, Kettle Valve - White DuPont nylon bristles, steel wire	\$ 5.91	\$ 6.40
9	Brush , medium stiff nylon bristles-Carlisle model 40542 - 8" white	\$ 10.81	\$ 11.71
10	Brush, Pastry - Nylon, all white, plastic handle with 2" wide brush, Thermohauser or preapproved equal	\$ 6.71	\$ 7.27
11	Brush, Pot and Pan - nylon bristles, 8" plastic handle, Sparta or preapproved equal	\$ 6.25	\$ 11.71
12	Brush, Scrub - 38X "Hi-Lo" floor scrub, 2 position bristle trim, Sparta or preapproved equal	\$ 10.21	\$ 11.06
13	Brush, Scrub Handle - handle to fit item #18	\$ 4.15	\$ 4.49
14	Brush, Sparta Atlas Muliti-Purpose - 30 in handle oval head, polyester bristle, Carlisle Model 028-40003	\$ 21.57	\$ 23.36
15	Brush, Vegetable - Nylon bristles, 9 1/2", Sparta or preapproved equal	\$ 8.05	\$ 8.72
16	Bus Box - 22" x 17" x 7", Traex or preapproved equal	\$ 11.29	\$ 8.26
17	Butcher Steel - knife sharpener, heavy weight 5/8" diameter, Dexter-Russell or preapproved equal 5/8" diameter butcher steel	\$ 24.74	\$ 25.76
18	Camdollie - Polyethylene, heavy duty casters	\$ 170.22	\$ 169.26
19	Can Opener, Electric - Edlund266115 or pre-approved equal	\$ 662.99	\$ 705.10
20	Can Opener, Manual - stainless steel only, screw base, Edlund#1 or preapproved equal	\$ 112.57	\$ 147.35
21	Can Rack with Casters - USDA & NSF approved, 25 1/4" x 35"D x 71" H	\$ 480.25	\$ 565.15
22	Cart, Utility - 22 3/8"x39 1/4"x 37 1/4", stainless steel, 3 shelf, 500 lb. Capacity; Lakeside 444 or equal	\$ 463.24	\$ 482.29
23	Cart, Utility - Rubbermaid shelf wid and dia 24 7/8 x 15 3/4" 500LB capcity, 2-two swivel caster, model 972-356	\$ 148.56	\$ 212.91
24	Colander, Stainless Steel - perforated with 3/16" holes, 8 quart capacity, 14" x 6" Polar Ware T1338 or preapproved equal	\$ 17.85	\$ 18.58
25	Colander, Stainless Steel - perforated with 3/16" holes, 14 quart capacity, 16 1/2" x 7" Polar Ware T1343 or preapproved equal	\$ 23.54	\$ 24.51
26	Colander, Strainer w/Handle - Sturdy aluminum, .073" hole diameter, 5 quart, 12"x5" Polar Ware T1335 or preapproved equal	\$ 11.29	\$ 11.75
27	Cold food pan , 1/2 size, 2.5"deep, long, Break resistant, will not rust, dent, or bend. Non-stick surfaces for easy food release. Dishwasher and microwave safe. Rubbermaid 123P	\$ 6.84	\$ 6.90
28	Cold food pan , 1/2 size, 2.5"deep, long, Break resistant, will not rust, dent, or bend. Non-stick surfaces for easy food release. Dishwasher and microwave safe. Rubbermaid 139P	\$ 10.57	\$ 10.67

Bid #3397
Rocky Fork Elementary and Rockvale High School

Item #	Description	BRESCO	Mobile Fixture
29	Cold food pan , 1/2 size, 4"deep, long,Break resistant, will not rust, dent, or bend. Non-stick surfaces for easy food release. Dishwasher and microwave safe. Rubbermaid 140P	\$ 13.13	\$ 13.26
30	Cold food pan, 1/3 size, 2.5"deep, long,Break resistant, will not rust, dent, or bend. Non-stick surfaces for easy food release. Dishwasher and microwave safe. Rubbermaid 116P	\$ 5.71	\$ 5.76
31	Condiment Dispenser - 4 section,Dispense-Rite HVCD4BT or preapproved equal	\$ 213.75	\$ 201.18
32	Container Lids - Lid/2, 4, 6, 8 qts.for item 35,36,37,38	1.99/2.52	1.68/2.09
33	Container, Storage - Pocket Style, clear, 8 qt,Rubbermaid,Cambro, orpreapproved equal	\$ 10.55	\$ 9.03
34	Containers, Storage - Pocket Style, clear, 2 qt,Rubbermaid,Cambro, or preapproved equal	\$ 4.21	\$ 3.89
35	Containers, Storage - Pocket Style, clear, 6 qt,Rubbermaid,Cambro or preapproved equal	\$ 8.33	\$ 7.69
36	Containers, Storage - Pocket Style, clear,4 qt,Rubbermaid, Cambro or approved equal	\$ 7.12	\$ 5.94
37	Cutting Board - color coded with stripe, pre-sorted pack, anti-bacterial and dishwasher safe,15"x20"x1/2", anti slip safety safety grip San Jamar CGB152012or preapproved equal	\$ 28.59	\$ 151.09
38	Digital Scale Scale, digital portion, top loading counter model, digital display, A/C power (rechargeable), 6 lb x 1/8 oz, graduation, ABS plastic housing, s/s platform, portable with hold feature, with tare feature.Rubbermaid FS6 or preapproved equal	\$ 137.17	\$ 149.00
39	Dipper - Stainless Steel, 1 qt capacity, 12" long hooked handle Polar Ware T1732 or preapproved equal	\$ 38.19	\$ 6.89
40	Disher #10 , 3oz, NSF approved , polypropylene handle color coded handle ,lifetime warranty, Polar Ware T 7410 or preapproved equal	\$ 8.29	\$ 8.63
41	Dishers #16 - 2oz, NSF approved, polypropylene handle color-coded Vollrath or preapproved equal	\$ 8.29	\$ 8.63
42	Dishers #30 - NSF approved, polypropylene handle color coded handle , lifetime warranty, Polar Ware T7430 or preapproved equal	\$ 8.29	\$ 8.63
43	Dishers #8 - 4oz, NSF approved, polypropylene handle color coded handle ,lifetime warranty, Polar Ware T7408 or preapproved equal	\$ 8.29	\$ 8.63
44	Dishwasher Rack, Open - open rack, tall, full size, 19 3/4" sq polypropylene, overall ht 6 7/8", inside comp. Size 18"x18", inside ht 5 1/2", NSF Cambro or pre approved equal	\$ 33.87	\$ 36.10
45	Dishwasher Rack, Plates/Bowl - plate/peg rack, standard height, full size, 19 3/4" sq, polypropylene, overall ht 3 1/4", inside comp size 1 9/16"x18 1/16", inside ht 2 3/4", NSF certifiedModel 52672 cambro or preapproved equal	\$ 19.56	\$ 20.86
46	Dishwasher Rack, Trays/Pans - open rack, open end with channel, full size, 19 3/4" sq, polypropylene, overall ht 4 7/8", inside comp size 1 9/16"x18 1/16", inside ht 3 1/4", NSF certified,Cmbro or pre approved equal	\$ 19.16	\$ 20.43
47	Dolly - structo for 20, 32,44 and 55 gallon containers, made of engineered resins, black,Rubbermaid or pre approved equal	\$ 47.13	\$ 55.30
48	Dust Mop - 36" cotton head,Kut-A-Way or pre approved equal	\$ 18.97	\$ 19.16
49	Dust Mop - Frame for 36" ,Kut-A-Way or preapproved equal	\$ 8.37	\$ 8.38
50	Dust Mop - Handle 60" long,Kut A Way or pre approved equal	\$ 15.89	\$ 15.91
51	Dust Pan - heavy duty, 8 1/8" x 12 1/4" x 12 1/4",Rubbermaid, Carlisle or preapproved equal	\$ 3.18	\$ 3.41
52	Dust Pan, Lobby - heavy duty, 5 3/4" x 12" x 36 5/8",Rubbermaid, Carlisle or preapproved equal	\$ 11.76	\$ 12.26

Bid #3397
Rocky Fork Elementary and Rockvale High School

Item #	Description	BRESCO	Mobile Fixture
53	First Aid Kit - ANSI Kit,plastic case with supplies for 10 employees	\$ 26.00	\$ 44.69
54	Floor Squeegee - metal zinc plated with rubber edge, 24"x2 1/16"x1/4",Carlisle 028-40076 or preapproved equal	\$ 23.09	\$ 24.56
55	Floor squeegee Handle - tapered, 60", for floor squeegee item #200,Carlisle or preapproved equal	\$ 4.47	\$ 3.82
56	Funnel - Stainless steel, 2 qt., 9" diameter top Polar Ware T1808 or preapproved equal	\$ 35.65	\$ 39.18
57	Glove Kevlar - Cut Resistant Gloves Large, must fit left and right hand,San Jamar WG1100L or preapproved equal	\$ 14.87	\$ 19.37
58	Hot Water Dispenser - 5 gallon hot water machine, must dispense up to 18 gallons of boiling water per hour and reach 72 - 212 degrees F. Bunn model #H5X-18-120 or preapproved equal.	\$ 837.00	\$ 794.12
59	Ice Scoop - 9.5" long, stainless steel,Polar Ware T7010 or preapproved equal	\$ 71.85	\$ 3.65
60	Ice Scoop - Durable polycarbonate 6oz,San Jamar Saf-T-Scoop,S15500 or preapproved equal	\$ 7.74	\$ 6.11
61	Ice Scoop Holder - hinged lid, bracket mount, dishwasher safe, 8 1/2"Wx7"Dx10 1/2"H	\$ 25.27	\$ 26.08
62	Ice Wand - Reusable plastic. 4-11/16"Diam.x7"H. Dishwasher safe. San Jamar Rapi Kool RCU 64 or preapproved equal	\$ 24.43	\$ 25.21
63	Ice Wand - Reusable plastic. Reusable plastic. 4-1/2"Diam.x14-3/4"H. Dishwasher safe. San Jamar Rapi-kool RCU128 or preapproved equal	\$ 33.59	\$ 34.67
64	Knife Rack - stainless steel, dishwasher safe, removable slides Edlund KR699 or preapproved equal	\$ 64.95	\$ 69.07
65	Knife, Baker's Spatula - stainless steel blade, NSF approved, 10" x 1 5/8",Dexter- Russell 17443 or preapproved equal	\$ 11.19	\$ 11.65
66	Knife, Boner - 6" stainless steel blade, NSF approved,dexter-Russell 31615	\$ 5.66	\$ 5.89
67	Knife, Bread - plastic handle, 8" or 9" serrated, NSF approved, Forschner 40549 or approved equal	\$ 19.31	\$ 20.44
68	Knife, Cooks - 8" stainless steel, NSF approved,Dexter-Russell 31600 or preapproved equal	\$ 10.33	\$ 10.75
69	Knife, Paring - 3 1/4" blade, stainless steel,Forschner 40508 or preapproved equal	\$ 4.25	\$ 4.50
70	Knife, Sandwich Spreader - 3 1/2" blade, stainless steel, scalloped edge, NSF approved,Dexter-Russell 24403	\$ 7.73	\$ 8.05
71	Ladle - 4 oz., stainless steel, one piece, NSF approved Polar Ware T2204C or preapproved equal	\$ 14.31	\$ 11.01
72	Ladle - 6 oz., stainless steel, one piece, NSF approved Polar Ware T2206C or preapproved equal	\$ 15.08	\$ 11.49
73	Measuring Cup, Bouncer - steel, 1 qt, Polar Ware T1062 or preapproved equal	\$ 34.88	\$ 47.17
74	Measuring Cup, Bouncer - steel, 2 quart, Polar Ware T1063 or preapproved equal	\$ 45.31	\$ 56.75
75	Measuring Cup, Bouncer - steel, 4 quart,Polar Ware T 1064 or preapproved equal	\$ 54.51	\$ 10.02
76	Measuring Cups - clear Carb-x material, stain resistant, standard and metric calibrations, full size handle, quart size Rubbermaid 3216 or preapproved equal	\$ 10.73	\$ 10.74
77	Measuring Cups - stainless steel, 1/4, 1/3, 1/2, 1 Cup nested Polar Ware T1245 or preapproved equal	\$ 12.66	\$ 13.18
78	Measuring Spoons - stainless steel, 1/4 tsp, 1/2 tsp, 1 tsp, 1 TBSP Polar Ware T1244 or preapproved equal	\$ 4.17	\$ 4.34
79	Mechanical Timer , Minute Timer, 2-3/4 in Face, Range 1 min. - 1 hr., 18 Second Ring,Browne Halco 1929 or preapproved equal	\$ 14.61	\$ 12.57

Bid #3397
Rocky Fork Elementary and Rockvale High School

Item #	Description	BRESCO	Mobile Fixture
80	Menu Board - white board, uses dry erase markers and erasers, 24" x 36", Chef Master 90031 or preapproved equal	\$ 56.33	\$ 57.65
81	Mop Bucket - 36 quart with casters,Rubbermaid 757088 or preapproved equal	\$ 68.08	\$ 68.15
82	Mop w/Handle - Synthetic Rubbermaid Mop Model F136	\$ 14.50	\$ 18.90
83	Mop Wringer - 12-32 oz., yellow, sideward pressure, Rubbermaid 612788Y or pre approved equal	\$ 125.87	\$ 109.03
84	Napkin Dispenser - counter top, w/stand, high capacity contact owner for napkin sample. San Jamar Venu or preapproved equal. San Jamar Model #560	\$ 45.31	\$ 47.18
85	Oven mitt 15" ThermotexII,flame retardant, Intedge 33615 or preapproved equal	\$ 3.58	\$ 3.67
86	Paddle - stainless steel, 18 gauge, 60" length,American Metal Craft 2160 or preapproved equal	\$ 21.78	\$ 27.53
87	Pails, Cleaning Solution Safety - durable, red pail, proper sanitizing procedures printed on container,6 qt,San Jamar KP196KC or preapproved equal	\$ 4.23	\$ 4.33
88	Pan Cover - Flat solid, stainless steel, full size, Polar Ware Edge EL11S or pre-approved equal	\$ 24.10	\$ 10.54
89	Pan Cover - Flat solid, stainless steel, half size, Polar Ware Edge EL12S or pre-approved equal	\$ 11.67	\$ 5.67
90	Pan Cover - Flat solid, stainless steel, long size, half pan, Polar Ware Edge EL12LS or pre-approved equal	\$ 17.75	\$ 10.01
91	Pan Cover - Flat, slotted, stainless steel, full size, Polar Ware Edge EL11N or pre-approved equal	\$ 25.02	\$ 12.88
92	Pan Cover - Flat, slotted, stainless steel, half size, Polar Ware Edge EL12N or pre-approved equal	\$ 11.95	\$ 6.66
93	Pan Lids, Steam Table , slotted to fit quarter size pans	\$ 9.10	\$ 4.60
94	Pan, Bun/Sheet - 18" x 13" x 1", 18 gauge aluminum, NSF approved,Browne -Halco 6182251	\$ 6.93	\$ 6.11
95	Pan, Bun/Sheet - 18" x 26" x 1", 16 gauge aluminum, NSF approved/Browne-Halco 6182651 or preapproved equal	\$ 10.11	\$ 9.89
96	Pan, Cake - 18"x26" x 21/2" w/ handles, International ABP1826H or preapproved equal	\$ 43.15	\$ 41.96
97	Pan, Steam Table - 22 gauge stainless steel, full size, 12 3/4" x 20 3/4" x 2 1/2" reinforced corners ,Polar Ware Edge Pan Model #IE112 or pre-approved equal	\$ 18.97	\$ 13.68
98	Pan, Steam Table - 22 gauge stainless steel, full size, 12 3/4" x 20 3/4" x 4" reinforced corners , Polar Ware Edge Pan Model #IE114 or pre-approved equal	\$ 25.48	\$ 19.29
99	Pan, Steam Table - 22 gauge stainless steel, full size, 12 3/4" x 20 3/4" x 6" reinforced corners , Polar Ware Edge Pan Model #IE116 or pre-approved equal	\$ 38.04	\$ 25.70
100	Pan, Steam Table - 22 gauge stainless steel, half size, 10 3/8" x 12 3/4" x 2 1/2" reinforced corners , Polar Ware Edge Pan Model #IE122 or pre-approved equal	\$ 11.80	\$ 8.84
101	Pan, Steam Table - 22 gauge stainless steel, half size, 10 3/8" x 12 3/4" x 4" reinforced corners , Polar Ware Edge Pan Model #IE124 or pre-approved equal	\$ 16.88	\$ 11.72
102	Pan, Steam Table - 22 gauge stainless steel, long half, 20 3/4" x 6 3/8" x 2 1/2" reinforced corners , Polar Ware Edge Pan Model #IE12L2 or pre-approved equal	\$ 20.44	\$ 13.31
103	Pan, Steam Table - 22 gauge stainless steel, long half, 20 3/4" x 6 3/8" x 4" reinforced corners , Polar Ware Edge Pan Model #IE12L4 or pre-approved equal	\$ 25.53	\$ 16.03
104	Pan, Steam Table - 22 gauge stainless steel, long half, 20 3/4" x 6 3/8" x 6" reinforced corners , Polar Ware Edge Pan Model or pre-approved equal	\$ 54.31	\$ 22.53
105	Pan, Steam Table - 22 gauge stainless steel,quarter, 10 1/4" x 6 3/8" x 6" reinforced corners , Polar Ware Edge Pan Model or pre-approved equal	\$ 20.24	\$ 12.57

Bid #3397
Rocky Fork Elementary and Rockvale High School

Item #	Description	BRESCO	Mobile Fixture
106	Pans, Adapter Bar for Steam Table - to go across a 12" bar, stainless steel 12 5/16"x3/4", Polar Ware 1U or pre approved equal	\$ 4.35	\$ 1.22
107	Pans, Perforated - 22 gauge, stainless steel, full size, 12 3/4" x 20 3/4" x 2 1/2" reinforced corners , Polar Ware Edge Pan Model #IE112P or pre-approved equal	\$ 31.43	\$ 19.20
108	Pans, Perforated - 22 gauge, stainless steel, full size, 12 3/4" x 20 3/4" x 4" reinforced corners , Polar Ware Edge Pan Model #IE114P or pre-approved equal	\$ 39.26	\$ 25.70
109	Pastry Brush - 3" S foam handle, polypropylene, ferrule, 6.12 nylon, white	\$ 8.07	\$ 8.59
110	Peeler, Vegetable - standard size, stainless steel, Dexter-Russell 18400	\$ 3.21	\$ 3.31
111	Pizza Cutter - stainless steel, 4" blade, all metal parts, Dexter Russell 18023	\$ 16.42	\$ 16.94
112	Quick Bucket Opener - dishwasher safe, Copperfield 56025 or Warner144 or preapproved equal	\$ 10.85	\$ 1.64
113	Rack Baker's Heavy Duty - one piece high strength aluminum, pass through design, easy to handle 5" casters w/ two brakes, accepts 18"w x 26" d pans, 21 1/4" w x 69 1/4" H, 40 pan capacity.	\$ 401.72	\$ 413.88
114	Rack Cover, Deluxe - 69" high, Marco 675CL or preapproved equal	\$ 68.63	\$ 66.73
115	Rack Cover, Deluxe - Polycarbonate covers, acrylic with handles, one end cut out, 62" high, Curtron Supro18TW	\$ 76.23	\$ 104.29
116	Scales, Portion - 25 lb x 2 oz, stainless steel platform, Rubbermaid YG400R or preapproved equal	\$ 61.70	\$ 62.31
117	Scales, Portion - 32 oz x 1/4 oz, stainless steel platform, Edlund DF2 or preapproved equal	\$ 152.62	\$ 162.32
118	Scoop, Bar - 32 oz Carb-X, Cal-Mil 102932	\$ 8.60	\$ 8.36
119	Scoop, Bar - 6 oz Carb-X, Rubbermaid 2882 or approved equal	\$ 5.29	\$ 5.30
120	Scraper - all plastic fused, 16" long high temp. Rubbermaid 1964	\$ 16.75	\$ 16.76
121	Scraper - all plastic fused, 9.5" long high temp. Rubbermaid 1962 or preapproved equal	\$ 10.03	\$ 10.04
122	Scraper, Pan - 3" blade, stiff	\$ 0.59	\$ 1.11
123	Scraper, Plastic - molded on blade, seamless, 13.5" long high temp.	\$ 9.08	\$ 9.05
124	Shears, Kitchen - forged steel, 10" long	\$ 2.45	\$ 34.63
125	Sign - "Employees must wash hands before returning to work", wall mountable	\$ 1.35	\$ 1.29
126	Sign - "No Smoking", wall mountable, Update International S3911BK	\$ 1.33	\$ 1.27
127	Sign - "Wash hands before leaving bathroom", wall mountable, Update international or preapproved equal	\$ 1.35	\$ 1.29
128	Sign, Floor - "Wet Floor" Rubbermaid 627777Y or preapproved equal	\$ 30.27	\$ 29.27
129	Silverware Cylinders - Nylon, 5 7/16"H x 4 7/16"D Cambro FWC56	\$ 2.17	\$ 2.43
130	Skimmer - 6" dia., 16" long, stainless steel Polar Ware T1706 or preapproved equal	\$ 16.12	\$ 1.75
131	Spatula, Hamburger Turner - 4" x 3", Sani-safe	\$ 9.26	\$ 17.29
132	Spatula, Pie - stainless steel, 5" blade	\$ 7.39	\$ 1.42
133	Spatula, Rubber - scraper 16" plastic, 9.5" high temp Update International RSC16HR	\$ 2.93	\$ 2.85
134	Spatulas, Spoon - Shaped Spoonula - 13.5" High temp.	\$ 2.80	\$ 9.74
135	Spatulas, Spoon - Shaped Spoonula - 16.5" High temp	\$ 2.99	\$ 12.55
136	Spatulas, Spoon - Shaped Spoonula - 9.5" High temp.	\$ 1.60	\$ 7.36

Bid #3397
Rocky Fork Elementary and Rockvale High School

Item #	Description	BRESCO	Mobile Fixture
137	Spoodle - 2 oz, one piece, heavy-duty, perforated, color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6432230, or preapproved equal	\$ 8.03	\$ 8.36
138	Spoodle - 2 oz, one piece, heavy-duty, solid color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6433230, or preapproved equal	\$ 8.03	\$ 8.36
139	Spoodle - 3 oz, one piece, heavy-duty, perforated, color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath, 6432335, or preapproved equal	\$ 8.09	\$ 8.42
140	Spoodle - 3 oz, one piece, heavy-duty, solid, color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6433335, or preapproved equal	\$ 8.09	\$ 8.42
141	Spoodle - 4 oz, one piece, heavy-duty, perforated, color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6432445, or preapproved equal	\$ 8.29	\$ 8.63
142	Spoodle - 4 oz, one piece, heavy-duty, solid, metal, color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6433445, or preapproved equal	\$ 8.29	\$ 8.63
143	Spoodle - 6 oz, one piece, heavy-duty, perforated solid , color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6433655, or preapproved equal	\$ 8.70	\$ 9.05
144	Spoodle - 6 oz, one piece, heavy-duty, perforated, color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6432655, or preapproved equal	\$ 8.70	\$ 9.05
145	Spoodle - 8 oz, one piece, heavy-duty, perforated solid , color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6433865, or preapproved equal	\$ 8.90	\$ 9.26
146	Spoodle - 8 oz, one piece, heavy-duty, perforated, color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6432865, or preapproved equal	\$ 8.90	\$ 9.26
147	Spoons, Mixing - 15" slotted, heavy gauge stainless steel, NSF, Vollrath, 64408 or preapproved equal	\$ 8.39	\$ 8.74
148	Spoons, Mixing - 15" solid, heavy gauge stainless steel, NSF, Vollrath 64406, or preapproved equal	\$ 8.39	\$ 8.74
149	Spoons, Pierced - 13" with molded plastic handles, stainless steel, NSF, Vollrath 64132, or preapproved equal	\$ 7.88	\$ 8.21
150	Spoons, Slotted - 11 3/4", mirror polished stainless steel, no seams, hollow handles, NSF, Vollrath 46950, or preapproved equal	\$ 5.09	\$ 5.29
151	Spoons, Slotted - 13" with molded plastic handles, stainless steel, NSF, Vollrath 64134, or preapproved equal	\$ 7.88	\$ 8.21
152	Spoons, Solid - 11 5/8", mirror polished stainless steel, no seams, hollow handles, NSF, Vollrath 46952 or preapproved equal	\$ 5.09	\$ 5.29
153	Spoons, Solid - 13" with molded plastic handles, stainless steel, NSF, Vollrath 64130, or preapproved equal	\$ 7.78	\$ 8.10
154	Squeegee - 18" long, floor model, Carlisle 40075 or preapproved equal	\$ 19.22	\$ 20.63
155	Step Stool - 16" base, 13" high, Rubbermaid 2523 BK or approved equal	\$ 84.07	\$ 79.29
156	Storage Food Boxes - Mark It Fresh, clear, full size, 18"x26"x6" deep, Cambro 18266CW or preapproved equal	\$ 24.85	\$ 24.50
157	Storage Containers - round food storage containers with lids, 12 qt capacity, Rubbermaid 572624, or preapproved equal	\$ 14.53	\$ 13.97
158	Storage Containers - round food storage containers with lids, 18 qt capacity, Rubbermaid 5727 or preapproved equal	\$ 16.26	\$ 16.27
159	Storage Containers - round food storage containers with lids, 22 qt capacity, Rubbermaid 5728 or preapproved equal	\$ 17.70	\$ 18.86
160	Storage Containers - round food storage containers with lids, 6 qt capacity, Rubbermaid 572324 or pre approved equal	\$ 6.75	\$ 11.58

Bid #3397
Rocky Fork Elementary and Rockvale High School

Item #	Description	BRESCO	Mobile Fixture
161	Storage Food Boxes - Mark It Fresh, clear, half size, 18"x12"x6" deepCambro12186CW	\$ 13.30	\$ 13.11
162	Storage Food Lids - Lids should fit storage boxes in item #184,Cambro or preapproved equal	\$ 13.02	\$ 12.83
163	Storage Food Lids - Lids should fit storage boxes in item #186,Cambro or preapproved equal	\$ 6.50	\$ 6.40
164	Tea Dispensers - 18-8 stainless steel, heavy duty faucet, 5 gallon,Tablecraft 1959 pr preapproved equal	\$ 157.58	\$ 162.62
165	Thermometer , digital, temperature range -4 - 400 degree Fahrenheit, accuracy +/- 1 degree accuracy, waterproof, field calibratable, max temperature hold, date hold, F/C switchable, thin tapered tip, BioCote. Fluke DT 400	\$ 21.47	\$ 20.91
166	Thermometer, Meat - stainless steel, hermetically sealed, dishwasher safe, 4 1/2" stem, non-toxic filling,, show cooking guide for meatTaylor 5939 preapproved equal	\$ 8.07	\$ 8.26
167	Thermometer, Oven - Dial type, hangs or stands,Taylor 3506 or preapproved equal	\$ 3.08	\$ 3.15
168	Thermometer, Wall - , 13 1/2" F & C scales Taylor 6700 or preapproved equal	\$ 8.62	\$ 8.89
169	Thermometers, Freezer - rust proof, 4 7/8" x 1 1/4" hand and stand, -40 to +80 degrees F.FlukeFG80AK or preapproved equal	\$ 3.10	\$ 3.15
170	Thermometers, Glass Stick - 2 degree graduations, tempered glass, plastic case with clip, 0 to 220 degrees F.Taylor 3509 or preapproved equal	\$ 1.33	\$ 1.32
171	Toilet Bowl Brush - 18", plastic handle, polypropylene fill,Carlisle 36P502 or preapproved equal	\$ 3.25	\$ 3.46
172	Tongs - Stainless steel, spring loaded, 12" utility tongs, scalloped edges, Vollrath 47312 or preapproved equal	\$ 3.64	\$ 3.76
173	Tongs - Stainless steel, spring loaded, 9 1/2" utility tongs, scalloped edges, Vollrath 47309 or preapproved equal	\$ 2.77	\$ 2.86
174	Trash Can Dolly - Rubbermaid 2640-43 or preapproved equal	\$ 72.93	\$ 55.30
175	Trash Can, Step On w/ lid Rubbermaid 614300 Beige or preapproved equal	\$ 86.46	\$ 87.31
176	Trash, Container - 32 gallon brute 2632 or preapproved equal	\$ 30.08	\$ 34.60
177	Trash, Container - 44 gallon brute Rubbermaid 2643 or preapproved equal	\$ 52.95	\$ 53.48
178	Trash, Container Lids - must fit item #203	\$ 9.57	\$ 11.24
179	Trash, Container Lids - must fit item #204	\$ 16.60	\$ 18.42
180	Tray ,compartment 2x2 2 trays will stand side by side in dishwash rack, 9"x15" Cambro 1596CW or pre approved equal	\$ 5.96	\$ 6.09
181	Tray, Caddy - polyethylene cart, Includes vinyl cover and 6" swivel casters, CambroTDCR12 or pre-approved equal	\$ 726.54	\$ 742.12
182	Tray, Compartment - rectangular, 10"x14 1/2", polycarbonate, 5 food compartments, 1 flatware compartment (List color options)Camware 10146CW or preapproved equal	\$ 6.78	\$ 6.93
183	Tray, display , 18"x26" assorted colors, Cambro 144-1826 or preapproved equal	\$ 17.57	\$ 20.73
184	Wall Rack - Rubbermaid Handler 34" Rubbermaid 1993G	\$ 49.95	\$ 50.00
185	Water Hose, Hot Temp. - 50 foot, must withstand temperature of 200 degrees F or higher., 5/8" inside diameter No Trax724311 or pre approved equal	\$ 45.59	\$ 90.14
186	Wedgemaster - 8 section Lincon 808N or preapproved equal	\$ 156.62	\$ 120.18
187	Wire Grates - 16 1/2" x 24 1/2", fits 18 x 26 panPolar ware T2416W or preapproved equal	\$ 32.68	\$ 33.72
188	Wire Grates - full size, chrome plated, heavy duty, welded wire,Polar Ware T2000w or preapproved equal	\$ 14.62	\$ 53.90

Bid #3397
Rocky Fork Elementary and Rockvale High School

Item #	Description	BRESCO	Mobile Fixture
189	Wire Grates - half size, chrome plated, heavy duty, welded wire, Polar ware T1312W or preapproved equal	\$ 11.44	\$ 29.08
190	Wire Whip, Piano Whip - NSF approved, 16" stainless steel Vollrath 47066 or preapproved equal	\$ 8.41	\$ 8.47

Mailed to 18 vendors
16 vendors did not respond

Recommend: Motion to award to Mobile Fixture for overall lowest and best bid.

To be funded through the Building Program

RFP #19-02 - Therapeutic Day Treatment and Transportation Service (1st - 12th Grades)

Day Treatment Program	Genesis Academy and Rutherford Academy				
Fees	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Daily Rate per day per student	\$ 155.00	\$ 159.65	\$ 164.44	\$ 169.37	\$ 174.45
1:1 support	\$ 19.58	\$ 20.17	\$ 20.77	\$ 21.41	\$ 22.04
Transportation per day per bus	\$ 435.00	\$ 446.00	\$ 457.00	\$ 468.00	\$ 480.00

Evaluation	Genesis Academy and Rutherford Academy
Qualifications (10 points)	7
Experience with Large School Systems (15 points)	15
Responsiveness to Owner's Needs (10 points)	7
Services proposed aligns with needs (15 points)	8
Total Fees and other relevant issues (50 points)	50
Total Points	87

Mailed to 17 vendors

16 vendors did not respond

Recommend: Motion to award to Genesis Academy and Rutherford Academy for overall lowest and best bid

To be funded through Special Education Dept.

RFP #19-03 - Occupational and Physical Therapy Services

Fees of Services	Lead PT	PT	PT_A	OT	COTA	% increase per year	Notes:
Advanced		\$ 75.00	\$ 60.00	\$ 68.00	\$ 58.00		Cost per day: 7.5 hour OT \$510 PT \$525 COTA \$435 PT_A \$450
All American Healthcare		\$ 80.00	\$ 60.00	\$ 80.00	\$ 60.00		
Cross Country Staffing		\$ 70.00	\$ 57.00	\$ 70.00			
EduHealth		\$ 70.00	\$ 60.00	\$ 67.00			
Health Pro Pediatrics		\$ 68.00	\$ 58.00	\$ 68.00	\$ 58.00		
Maxim		\$ 75.00		\$ 75.00			mileage at federal rate
NHC Rehabilitation	\$ 69.00	\$ 65.00	\$ 55.00	\$ 67.00	\$ 57.00	3%, 2%,3%,2%	.47 per mile travel
Stellar		\$ 64.00	\$ 52.00	\$ 64.00	\$ 52.00		mileage at federal rate
Top Echelon		\$ 74.86		\$ 72.90			

Evaluation									
OT/PT services	Advanced	All American Healthcare	Cross Country Staffing	EduHealth	Healthpro Pediatrics	Maxim	NHC Rehabilitation	Stellar	Top Echelon
Experience with TN School Systems (10 points)	0	0	0	5	0	5	10	10	0
Experience with Large School Systems (15 points)	10	10	10	10	15	15	15	15	15
Responsiveness to Owner's Needs (10 points)	8	8	8	8	8	8	10	5	8
Services proposed aligns with needs (Educational) (25 points)	15	15	15	15	15	15	25	25	15
Total Fees and other relevant issues (40 points)	33	32	36	37	38	34	39	40	35
Notes:	No TN districts listed Did not address written complaints section.	No TN districts; limited educational therapy information Did not address written complaints , provide copies of licenses, or bank references.	No TN Districts listed Did not provide licensing information.	Only KIPP listed for TN Did not address whether or not there were written complaints.	unsure of number of TN OT/PT Did not provide bank references	Local TN office but unsure if experience within TN school districts. Information shared referenced many services, but we were focused on OT/PT.	Local- long history with RCS with positive feedback from schools/staff. Familiar with IEP program and TN state draft law. Able to communicate effectively with families and assist with transitions from building to building.	No current experience RCS Did not provide licensing information - unsure if licensed in TN. Did not provide bank references.	No TN districts; limited educational therapy information Did not provide licensing information
Total Points	66	65	69	75	76	77	99	95	73

Mailed to 17 vendors

8 vendors did not respond

Recommend: Motion to award to NHC Rehabilitation for overall best bid.

To be funded through Special Education Dept.

RFP #19-04 - Homebound Educational Services

Homebound	Thrive, Inc.	Genesis Homebound Services
Fee Schedule	\$60 per hour \$60 per student per year	\$33 per hour (year 1 through 3) \$35 per hour (year 4 and 5)

Evaluation	Thrive, Inc.	Genesis
Experience with TN School Systems (10 points)	0	10
Experience with Large School Systems (15 points)	15	15
Responsiveness to Owner's Needs (10 points)	8	8
Services proposed aligns with needs student educational needs/curriculum (25 points)	15	15
Total Fees and other relevant issues (40 points)	39	40
Notes:	Did not provide copies of licenses-unsure if licensed for TN. Unsure if tutoring would include information outside of the online program.	
Total Points	77	88

Mailed to 17 vendors

15 vendors did not respond

Recommend: Motion to award to Genesis Homebound Services for overall lowest and best bid

To be funded through Special Education Dept.

AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS

THIS AGREEMENT ("Agreement") is entered into as of April 15th, 2019 between ALC Schools, LLC. ("Contractor") and Rutherford County Schools School District (the "District"), with the following facts:

- A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these services in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor Services

District may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the "Services."

In operating under this Agreement, the District will purchase services from the Contractor through the Contractor's agreement with **National Intergovernmental Purchasing Alliance (IPA), Contract No. R141501**, the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

2. Term

The initial term of this Agreement shall commence on April 15th, 2019 and end on December 31st, 2019. At the end of the initial term this Agreement will be automatically renewed for successive twelve (12) month periods (each a "Renewal Term") on the same terms and conditions unless either party provides the other with not less than thirty (30) days prior written notice that the Agreement should terminate at the end of its then current term. Automatic renewals shall not exceed four (4) years. In addition, in the event of a material breach of this Agreement, either party may terminate this Agreement with thirty (30) day notice to cure to the breaching party. If the breach is not cured, this Agreement will terminate immediately following the thirty (30) day notification period.

3. Fees for Service

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after the District's receipt of Contractor's invoice for the provision of the Services for the relevant month. Any payment not received by Contractor within said thirty (30) day period shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor.

4. Vehicles

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

5. Contractor Personnel and Subcontracted Service Providers

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may subcontract with service providers who will supply drivers ("subcontracted drivers") to provide student transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will only utilize subcontracted drivers that have obtained the necessary training and are properly licensed to perform the Services.

6. Contractor Insurance

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The District shall be named as an additionally insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

7. Background Checks

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor's insurance that Contractor require and Contractor shall require each Contractor personnel or subcontracted driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

8. Health and Safety (Tuberculosis Testing)

To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by subcontracted drivers, Contractor shall require each Contractor personnel or subcontracted driver who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor's signature. As a service to District, Contractor will maintain a copy of said verifications.

9. Drug and Alcohol Testing

Contractor only contracts with transportation service providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

10. Assignment of Contractor's Rights

Except as it relates to the entering into subcontracts as referred to in Section 5 of this Agreement, Contractor shall have no right to assign its rights or obligations under this Agreement; provided, however, Contractor shall have the right to assign this Agreement as part of a transaction wherein it transfers substantially all of its assets.

11. Indemnity of the District

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by its subcontracted service provider or the subcontracted drivers pursuant to this Agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and subcontracted service providers or subcontracted drivers in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

12. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this

Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

13. Non-Solicitation

District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, subcontracted service provider, subcontracted drivers or other person who has performed services for Contractor at any time during the term of this Agreement. This section shall be void if this Agreement is terminated by District as a result of a breach by Contractor that is not cured within the thirty (30) day notification period.

14. Notices

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a “hard” copy, and shall be deemed received upon the date of receipt thereof.

To District: Rutherford County Schools

Phone:
Email:

To Contractor: Craig Puckett, Chief Executive Officer
ALC Schools, LLC.
905 Calle Amanecer, Suite 360
San Clemente, CA 92673
P: 866.999.3371 x777; Fax: 844.245.0299
Email: alc@alcschools.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph 14.

15. Entire Agreement

This Agreement, and Attachments 1-6 which are incorporated herein by this reference, and if applicable the attached proposal, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

16. Waivers

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

17. Attorney Fees

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

18. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

19. Further Acts

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

20. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

DISTRICT

By: _____

Title: _____

Signed: _____

Date: _____

CONTRACTOR

By: Craig Puckett

Title: Chief Executive Officer

Signed:  _____

Date: 4/16/2019

ATTACHMENT 1 - Fees for service

The Contractor will charge the District a **\$65 per trip fee**, which includes the first twelve (12) miles and up to five (5) students. Vehicle capacity is determined by student requirements and vehicle availability. An additional **\$2.50 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$65.00
Per Mile Fee (after the first 12 miles)	\$2.50
Additional Fees (as needed/requested):	
Wheelchair Fee (per student)	\$25.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$25.00
No Show or Late Cancel	Full Price of Trip

Definitions:

Trip: A trip is defined as a one-way transportation event with a student or monitor continually on board. Examples include:

- Home to School:
 - Student 1: Pick-up, Student 2: Pick-Up
 - Both Student 1 & 2 dropped off at School A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at School A
 - Student 2 dropped off at School B
- School to Home:
 - Student 1: Pick-up, Student 2: Pick-Up
 - Both Student 1 & 2 dropped off at Home A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at Home A
 - Student 2 dropped off at Home B

The total number of trips a District is charged for is arrived at by adding together each one-way trip. The District will only be charged for miles incurred while a student or Monitor is onboard the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

Additional Fees: Additional fees are only incurred per the request of the District to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the District to wait for a student. Billed on an hourly basis in 15 minute increments.
- **Monitor Fee:** Only incurred when the District requests that the Contractor provide a student Monitor for the trip. School Districts usually provide the student's Monitor. When the District provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.

1. **Mileage Charges**

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

2. **Fuel Surcharges**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "[Your Specific State or Region] U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website:

http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html

3. **Invoicing**

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24 hour notice to remove a student from the route.

4. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month.

If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 2 – The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor

No-Shows & Late Cancels

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

Possible District Protocols for No-Shows:

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios could apply (as determined by the District):

1. Single Rider Trips

- a. If an AM single rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
 - i. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show
- b. If the afternoon trip is cancelled within 2 hours of the scheduled pick up time, the District will not be billed for the afternoon trip.

2. Multiple Rider Trips

- a. The afternoon trip always remains scheduled.

No-Show Reports

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

Student Removal / Student Cancellation:

Permanent Removal of Student from Route:

Permanent removal of a student from a route requires District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

Billing:

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

Cancellations/Temporary Removal:

Cancellation of a student from a route requires District notification/approval.

- A student is sick one day or will be going on vacation for a few days.

Impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the District will be charged the normal trip rate.

ATTACHMENT 3 – Multi-District Billing: An Explanation

Should The District choose to share trips with a neighboring school district that is also under contract with ALC, the shared trip will be prorated and billed according to the following explanation.

Proration of Trip Fees – ALC’s Three Step Process

1. Stand Alone District Trips:

Each Districts’ students are routed as stand-alone trips, District specific pricing is applied.

a. Example:

- i. District A has two students who routed together cost the District \$65 (Trip 1)
- ii. District B has a single student whose trip would cost the District \$80 (Trip 2)

2. Multi-District Trips

All of the students from the participating Districts, as identified above, are combined into the most cost effective trips, yielding new “Multi-District trips” and subsequent trip costs.

a. Example (cont.):

- i. When all three students are routed together, the total trip cost is \$95

3. Proration of Costs for Multi-District Trips

The total cost of the multi-District trips is then allocated to each District based upon the percentage of the Districts stand-alone trip costs (found in step 1) as compared to the multi-District trip costs (found in step 2).

Example (cont.):

o **Blended Cost of Multi-District Trip = \$95**

- Stand Alone Cost of Trip for District A = \$65
- Stand Alone Cost of Trip for District B = \$80

i. District A’s Percent Responsibility = $\text{Trip A} / (\text{Trip A} + \text{Trip B})$

1. $\$65 / (\$65 + \$80)$

a. $\$65 / \$145 = 44.83\%$

2. $44.83\% \times \$95 = \42.59

3. **District A’s Prorated Cost = \$42.59**

a. District A’s Savings = \$22.41

ii. District B’s Percent Responsibility = $\text{Trip B} / (\text{Trip A} + \text{Trip B})$

1. $\$80 / (\$65 + \$80)$

a. $\$80 / \$145 = 55.17\%$

2. $55.17\% \times \$95 = \52.41

3. **District B’s Cost = \$52.41**

a. District B Savings = \$27.59

4. No Shows and Cancellations:

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each District invoice as if the student had boarded the vehicle on schedule even if District notifies ALC with advanced notice of cancellation.

5. Invoicing

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24-hour notice is required to permanently remove a student from a route.

6. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 4 – The District requires the following from all Subcontracted Driver(s) working with the Contractor

As required by the District, prior to beginning services transporting students for the District:

Contracted drivers shall have a criminal history record check that is free of convicted offense(s) of a felony.

Contracted drivers shall utilize identification badges during trip service.

ATTACHMENT 5 – The District requires the following DRIVER TRAINING modules for all Subcontracted Driver(s) working with the Contractor

As required by the District, prior to beginning services transporting students for the District:

Contracted drivers shall complete an awareness course covering the following subjects:

- District Contract Review

- District's Policies and Procedures (as provided by District)

- Customer Service

ATTACHMENT 6 – The District requires the following from all Vehicle(s) providing service through the Contractor

As required by the District, prior to beginning services transporting students for the District:

Vehicles operated by contracted drivers will be maintained according to manufactured specifications with records, and/or inspection report(s) made available upon request.

Vehicles operated by contracted drivers will be clean at all times during service.

Vehicles operated by contracted drivers shall be marked with a window placard or cling.

(Please complete this form and return as soon as possible)

To whom should contract notices be sent?

Name & Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Fax: _____

Who should our accounting personnel contact regarding accounts payable matters?

Name & Title: _____

Email: _____

Phone: _____ Fax: _____

Who should our dispatchers contact regarding routine transportation matters?

Name & Title: _____

Email: _____

Phone: _____ Fax: _____

Who should our dispatchers contact regarding emergencies, accidents or student behavior?

Name & Title: _____ ☐ Emergencies ☐ Accidents ☐ Behavior

Email: _____

Phone: _____ Fax: _____

Who should we email the No-Show Report to each morning?

Name & Title: _____

Email: _____



**AGREEMENT BETWEEN
RUTHERFORD COUNTY BOARD OF EDUCATION
RUTHERFORD COUNTY, TENNESSEE
AND
REDSTONE FEDERAL CREDIT UNION**

This Agreement is made effective on this the _____ day of _____, 2019 (the "Effective Date") by and between Rutherford County Board of Education, ("RCBE"), a governmental entity within the State of Tennessee, and Redstone Federal Credit Union ("RFCU"), a federally chartered credit union.

Whereas, RCBE operates career and technical programs in several of its high schools that afford students preparation for college and careers;

And

Whereas, RCBE desires to establish a learning laboratory to provide hands on training in the financial services industry to select students enrolled in the Blackman High School learning laboratory ("Program");

And

Whereas, RFCU desires to collaborate with RCBE and Blackman High School ("High School"), consistent with its mission of improving the financial well-being of its communities;

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

I. STATEMENT OF AGREEMENT

This is a mutual agreement between RCBE and RFCU that RFCU will (i) establish a learning laboratory branch ("High School Branch" or "Branch") at High School that shall have the purpose of being a training facility where students can have realistic, practical experience in conducting activities appropriate for training in the financial services industry by conducting limited operations that are conducted in an ordinary credit union branch, and, (ii) assist in the development of the Program, as defined below, and accept students from High School for supervised learning experiences within the provisions set forth in this Agreement. The High School Branch will not be open to the general public, and may only be utilized by Blackman High School students and staff.

II. GENERAL PROVISIONS OF THE AGREEMENT

- a. RCBE, with participation of RFCU, will establish the Program.
- b. The education of the students and the exposure to selected careers in business and finance shall be the primary purpose of the training program.



- c. RCBE faculty shall have the responsibility of establishing the curriculum of the Program, and the primary responsibility for the education of Program students with the cooperation and assistance of RFCU personnel in conducting training and providing experience in the operation of the Branch.
- d. RCBE shall be responsible for establishing the Program and curriculum. High School faculty will be responsible for selecting students to participate in the Program.
- e. High School shall comply with the established policies and practices of RFCU in connection with the Branch. Students and faculty who participate in the Program and perform any task at the Branch operated at High School shall be required to sign and abide by the same Code of Ethics applicable to RFCU employees. Further, students in the Program are required to sign and abide by to the standards of conduct as written in the RFCU Program Handbook ("Handbook").
- f. Students and RCBE faculty supervising the Program are required to sign and abide by the same Information Security Program ("ISP") as RFCU employees.
- g. High School is responsible for designating a faculty member who will be responsible for management of the High School Branch ("Manager"). Manager will receive training from RFCU both at High School and off-site in actual RFCU branches or training facilities.
- h. High School is responsible for selecting a limited number of students, subject to RFCU's approval, to participate in the Program not to be withheld in contravention of state or federal law. Students selected to participate in the Program will be interns ("Interns"). The Interns will receive training from RFCU, both at High School and off-site in actual RFCU branches or training facilities. Interns and Manager will be paid the customary wage approved by RFCU when working or training at an RFCU facility for the number of hours working or in training off-site from High School Branch which shall meet or exceed minimum wage and hour regulations and laws. While participating in High School Branch training at the High School Branch, mentor-mentee activities, and conducting operations in the High School Branch, Interns in the Program are engaged wholly in educational activities of High School and shall not be entitled to a wage. Interns may have the opportunity to obtain part-time employment by RFCU outside school hours if an Intern desires to do so, and subject to RFCU needs. All parties to this agreement acknowledge, and all Interns of the Program shall be advised, that participants in the Program are not necessarily entitled to a job at RFCU or elsewhere at the conclusion of their training and participation in the Program. Except as otherwise specifically provided herein, Interns participating in the Program shall not acquire any rights or benefits as RFCU employees unless approved in writing by RFCU.
- i. Subject to RFCU obtaining prior written parental consent for any student under the age of legal majority to conduct a background check, drug testing and other employment related screening, RFCU shall have the right to obtain, at RFCU's sole expense, background checks, drug testing, or similar screening on the same basis that it would for any RFCU employee. RFCU shall have the right not to accept an Intern or faculty member if the results of such screening is unsatisfactory to RFCU.
- j. High School and RFCU employees, appointees, or agents who teach, supervise, or manage students as part of the Agreement must submit to a background check in a manner prescribed by School District and in compliance with state law at RFCU expense. RFCU shall not permit persons to provide services to students under this Agreement if any such person does not meet the standards under state law and School District hiring standards concerning criminal background and employee history checks. FAILURE TO COMPLY WITH THIS SECTION SHALL BE CAUSE FOR IMMEDIATE TERMINATION OF THIS AGREEMENT. Notwithstanding the



above, the foregoing shall not apply to occasional speakers brought in to address a class pursuant to this Agreement under the supervision of RCBE personnel or RFCU employees, provided that such occasional speakers first check in to the school office and register as a visitor under the same terms and conditions as other occasional visitors to the school.

- k. RFCU employees shall not acquire any rights or benefits as school district employees and shall be solely and exclusively compensated by RFCU. High School faculty shall not acquire any rights or benefits as RFCU employees and shall be solely and exclusively compensated by school district.
- l. RFCU shall comply with RCBE Policy 1.806 which prohibits the distribution of advertising material and promotional materials within the school and the placement of signage on school property. Except for one sign at the location of the High School Branch which is approved by RCBE, RFCU shall not place any signage on school grounds, school property, or the exterior of the school.
- m. RFCU shall not be provided any keys to the school, and RFCU employees and agents may only access the school during normal school hours or other specific times approved by the High School principal in writing. Only RCBE employees responsible for teaching, supervising, or managing students enrolled in the learning laboratory and who have completed RFCU's training may have access to employee areas of the High School Branch, and such access is limited to High School Branch hours of operation.

III. TERM AND RENEWAL TERM

The Agreement shall become effective as of the Effective Date first set forth above, and the Program operations shall commence for _____ calendar year. The Initial Term of this Agreement shall be three (3) consecutive school calendar years. The Agreement shall be considered automatically renewed after the Initial Term for subsequent one-year school calendar years ("Renewal Term") unless terminated according to Section IV of this Agreement.

IV. TERMINATION

Either party may terminate the agreement at the end of the Initial Term or Renewal Term, with or without cause, by providing the other no less than 120 days prior written notice of termination, provided that students then currently enrolled in the Program shall be permitted to complete their training. Notwithstanding the above, either party may terminate this agreement at any time for any material breach of this Agreement. The terminating party shall give the party in breach thirty (30) days written notice to cure such breach. If the breach is not cured in that 30-day period to the satisfaction of the non-breaching party, the Agreement shall be terminated for cause. The cure period may be extended upon the written approval of the non-breaching party.

Upon termination of the Agreement, High School shall immediately cease to use RFCU's name and logo or material bearing the RFCU name and logo and RFCU shall immediately ceased using any logo or material bearing the school name and logo. Notwithstanding the foregoing, if RFCU and RCBE have separately entered into an Affinity Card Program agreement, RFCU may continue using any logo or material bearing the school name and logo as specified in that agreement.

Upon termination of this Agreement, and within a reasonable time, RFCU shall remove all improvements, modifications, and equipment which RFCU has installed on the school property and



shall restore the area of the school where the High School Branch is located to the condition the school was in prior to the construction of the High School Branch at RFCU's expense.

V. This section has intentionally been left blank.

VI. CONFIDENTIALITY AND PRIVACY

- a. Nonpublic personal information ("NPI") about RFCU members, as defined in 12 C.F.R. §1016, shall be strictly safeguarded by all parties to this agreement. NPI shall not be sold or transferred nor used or disclosed except as permitted by applicable laws and regulations. Without limiting the foregoing, all parties to this agreement agree it will not use NPI except as necessary to carry out the purpose for which such information was disclosed, including use under an exception set out in 12. C.F.R. §1016, in the ordinary course of business to carry out those purposes.
- b. All parties shall maintain the confidentiality of student information, including that specially protected by federal and state law, released to or obtained by RFCU in the performance of its obligations hereunder. RFCU agrees to notify RCBE, to the extent permitted by law, if it receives any requests or demands for confidential student information, including but not limited to, legal subpoenas issued by state or federal law enforcement. Notwithstanding the foregoing, RFCU may release information as required by its federal regulator in the course of an examination or audit of RFCU.
- c. RFCU understands and agrees that it is subject to all federal and state laws and RCBE rules relating to the confidentiality of student information. RFCU further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99. RFCU shall regard all student information it receives as confidential and will not disclose the student information to any third party unless required to do so by state or federal law. RCBE represents that RFCU is a "school official" under 34 C.F.R. §99.31 of those terms set forth in the School District's FERPA notifications to students and parents during the Initial Term and Renewal Terms, if any, of this Agreement.
- d. If either party detects a breach or misuse of NPI or confidential student information, the detecting party will immediately notify the other of the nature of the breach, the information involved, and the steps taken to prevent a further breach or misuse. The parties shall work in cooperation to remedy any breach or misuse to the fullest extent possible, and shall cooperate with law enforcement as deemed necessary and appropriate.

VII. USE OF NAME(S) AND/OR TRADEMARKS

- a. RFCU's name, logo, and trademarks shall remain the exclusive property of RFCU at all times. RFCU grants a perpetual, non-exclusive right to RCBE and High School to use its name, logo, and trademarks in the promotion of the Program, including but not limited to, advertising, press releases, promotional and public relations materials, activities, newsletters, and programs both on and off campus ("Promotional Activities"). RFCU reserves the right to review and approve, in advance, any use of RFCU's name and/or logo. School District and High School shall submit to RFCU for their review and approval any proposed Promotional Activities, including proposed copy and graphics. School District and High School agree to use



- only the logo(s) provided by RFCU and with the proper trademark notice on RFCU's name and logos.
- b. RCBE's and High School's names and logos shall remain the exclusive property of RCBE at all times. RFCU shall comply with RCBE's practices and policies regulating the use of RCBE's and High School's names and logos. RCBE reserves the right to review and approve in advance any use of RCBE or High School's name and/or logo prior to RFCU's use of the same.
 - c. RFCU shall not distribute any materials or advertising within the school or to any teachers or students. RFCU shall comply with RCBE Policy 1.806 which prohibits the distribution of advertising material and promotional materials within the school and the placement of signage on school property.
 - d. Upon termination of this Agreement for any reason, the parties shall immediately cease using the names and logos of the other for any purpose.

VIII. RESPONSIBILITIES OF RCBE

The RCBE shall:

- a. Maintain standards recommended or required by the Tennessee Department of Education and the School District;
- b. Supply appropriate school space in a highly visible and high student pedestrian area at High School to RFCU that will be converted to and used within Blackman High School to be used for the High School Branch in which RFCU may locate all equipment and furnishings necessary to operate branch with no obligation on the part of RFCU to pay rent or utilities.
- c. Supply textbooks and materials necessary to provide instruction for the Program.
- d. Provide RFCU with students who are qualified and prepared for internships.
- e. Designate the name of the Program.
- f. Provide appropriately trained and skilled staff to assist in the development of the Program and to work with RFCU personnel during the time the High School Branch is open. High School staff assistance provided to RFCU shall be regularly employed full time by the School District at High School, and shall be licensed as appropriate for their position pursuant to Tennessee state law requirements.
- g. Security of the building outside the credit union branch location and assume full liability for building structure and maintenance.

IX. RESPONSIBILITIES OF RFCU

RFCU shall:

- a. Provide educational opportunities for the selected students in certain credit union operations. The specific credit union operations shall be at RFCU's discretion and subject to RFCU's approval.
- b. Assist the High School staff in providing information and education on credit union operations and facilities.
- c. Establish the RFCU High School Branch location at Blackman High School to serve the (i) students; (ii) faculty, and (iii) administrative and maintenance staff. The High School Branch may offer, at RFCU's sole discretion, (i) savings; (ii) checking, (iii) certificates of deposit. The High School Branch may accept loan payments, but shall not solicit, accept, or process loan



or credit card applications at the Branch. Additional products or services offered by the High School Branch may be offered with the approval of RCBE and RFCU jointly; however, new products and services shall not include loans or credit card applications.

- d. Furnish, install, and maintain, at RFCU expense, the High School Branch with furniture, fixtures, equipment, and other items and supplies necessary to operate the High School Branch. The furnished assets will be, and shall remain, the sole property of RFCU. RFCU shall have sole liability and responsibility for safekeeping of these assets, and shall be entitled to remove the same at any time, including but not limited to the time of termination of this Agreement. RFCU shall be responsible for repairing any damage caused by removal. All construction required for High School Branch shall first be approved by RCBE. RCBE shall not maintain any property and casualty insurance on any RFCU personal property or any fixtures, equipment, or other items or supplies in regards to the branch.
- e. Educate the Interns in RFCU philosophies and operations.
- f. Provide the necessary support for the Interns to perform teller transactions, account opening, and other approved transactions and operations authorized by RFCU under this Agreement.
- g. Ensure the operations of the Branch comply with all federal and state laws and regulations, and RFCU policies and procedures.
- h. RFCU reserves the sole right to determine and to limit the tasks which Interns may perform in the operation of the Branch and limit authorized access to RFCU data, information, and transactional account ability for each Intern, and require that all tasks and all access be strictly in compliance with applicable laws and regulations, and the procedures of RFCU, as adopted or amended from time to time by RFCU.
- i. RFCU reserves the right, at any and all times, to not allow access to RFCU systems, equipment, and information.
- j. RFCU shall maintain sole custody of all account, member, and other banking records pertaining to Branch operations.
- k. RFCU shall be responsible for any and all damages, losses, or liabilities arising in relation to the transactions occurring through said High School Branch. At no time and under no circumstance will the RCBE bear any liability for any damages, losses, or liabilities arising in relation to the transactions occurring through said High School Branch.

X. NONDISCRIMINATION

- a. Both parties agree to comply with Titles VI and VII of the Civil rights Act of 1964, title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11.246 and the related regulations to each. Each party assures it will not discriminate against any applicants and/or students for employment because of race, religion, creed, color, sex, age, handicap, veteran status, or national origin.

XI. INSURANCE REQUIREMENTS & WAIVER OF SUBROGATION RIGHTS

- a. RFCU shall be responsible to maintain general liability coverage in regards all actions and omissions in regards to the Program providing minimum coverage of one million dollars (\$1,000,000) per occurrence from an insurance company with an AM Best rating of A- or better and naming the RCBE as an additional insured thereunder.
- b. RFCU hereby waives any right that RFCU may have against the RCBE on account of any bodily injury or property loss or damage occurring solely in regards to the operation of the High School Branch, so



long as such bodily injury, property loss or damages are not caused by the actions, negligence, or willful misconduct of RCBE faculty. Notwithstanding the foregoing, RFCU shall not be liable for any and all bodily injury or property loss or damages that occur on high school property outside the scope of the High School Branch operations.

XII. SUBCONTRACTORS

RFCU and RCS are each permitted to subcontract any of the work set forth in the Agreement. Each party shall ensure that the subcontractor complies with all provisions of the Agreement. The parties will remain liable for the acts and omissions of its subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement. RCBE acknowledges and agrees that RFCU may and will subcontract some work needed to assure the safe, sound, and secure operation of the Branch, including, but not limited to, cash delivery, alarm installation and maintenance, data communications equipment and software installation and maintenance. RFCU shall not subcontract any services directly related to the educational curriculum of the learning High School Branch. Prior to RFCU's commencement of the construction at Blackman High School, RFCU shall submit plans to RCBE'S Director of Facilities, and comply with any requirements of the RCBE as are reasonably related to RFCU's scope of work.

XIII. REQUEST OF WITHDRAWAL OF STUDENT

Subject to compliance with federal and state law, RFCU has the right to request High School withdraw any Intern from the Branch whose conduct is not, in the sole opinion of the management of RFCU, in accordance with acceptable standards of performance. If the Intern does not accept the withdrawal, the Intern may appeal the decision to the principal of Blackman High School for review of the decision. The decision of the principal of Blackman High School shall be final as to whether an Intern is withdrawn from the program.

XIV. MODIFICATION OF AGREEMENT

Modification of the Agreement shall be made by mutual consent of both parties. All modifications must be made in writing signed by both parties and shall include the date and signature of parties agreeing to the modification.

XV. NOTICES

Every notice, approval, consent, or other communication ("Notice") authorized or required by this Agreement shall be in writing and sent via hand delivery, overnight delivery, or United States Postal Service ("USPS"). Any Notice deposited in the USPS shall be deemed delivered three (3) business days after deposit into the postal system. Notices shall be directed to the other party at its address provided below or such other address as either party may designate by Notice from time to time:

If to RFCU:

Redstone Federal Credit Union
Attn: SAVP, Schools Program
220 Wynn Drive

With a Copy to:

Redstone Federal Credit Union
Attn: Legal
220 Wynn Drive



Huntsville, AL 35893

Huntsville, AL 35893

If to School District:

With a Copy to:

Blackman High School
Attn: Principal
3956 Blaze Drive
Murfreesboro, TN 37128

Rutherford County Board of Education
Attn: Jeff Reed
16 Public Sq. N.
Murfreesboro, TN 37130

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the parties' respective representatives, which representatives shall be designated by the parties in writing promptly upon commencement of the Program. Each parties' representative shall coordinate communications and processes as needed for the purposes of conducting the Program set forth in the Agreement, as well as the process for routine or administrative communications.

XVI. INDEMNIFICATION

RFCU will indemnify, defend, and hold RCBE, its officers, directors, employees, and agents, harmless from and against any and all damages, judgments, liabilities, fines, penalties, losses, claims, actions, demands, lawsuits, costs, and expenses including, without limitation, reasonable attorneys' fees, which arise out of or relate to the High School Branch, this Agreement, or of the representations or warranties contained therein by RFCU, or its employees or agents, (including, but not limited to, any breach by RFCU of its obligations of Confidentiality and Privacy) or acts or omissions of negligence, willful misconduct, or fraud of RFCU or its employees or agents, including, but not limited to, third party claims and claims for property damage or personal injury; provided, however that the foregoing does not in any manner relieve any Party or any third party of its obligations under statutory workers' compensation law and other laws regarding employer obligations as to such Party's own employees.

RFCU's obligations under this Section will be subject to being provided prompt written notice of the event giving rise to an indemnity obligation, providing reasonable cooperation and assistance in the defense or settlement of any claim (at RFCU's sole cost and expense), and granting RFCU control over the defense and settlement of the same. Providing the RFCU with notice of the event giving rise to an indemnity obligation is an express condition precedent to the duty to provide a defense and indemnity. Notice must be made in strict accordance with the provisions of this Agreement, and time is of the essence. With respect to this Section, in the event RFCU fails to provide a reasonably sufficient defense of an indemnified claim, RCBE may, after written notice to RFCU, retain its own legal counsel and provide its own defense with respect to the indemnified claim, and RFCU will reimburse all reasonable attorneys' fees and expenses for such defense. RFCU will have the right to consent to any settlement or judgment that is binding upon the Indemnifying Party.

Subject to the availability of lawful appropriation and consistent with the Tennessee Governmental Tort Liability Act, RCBE shall hold RFCU harmless from and indemnify it for any final judgment of a court of competent jurisdiction for its failure to perform its obligations hereunder or to the extent attributable to the negligence of its officers or employees when acting within the course and scope of their employment in connection with this Agreement.



XVII. LIMITATION OF LIABILITY

To the extent allowable by law, neither party shall be liable to the other for consequential, indirect, exemplary, punitive or special damages. The party's liability arising out of or in connection with this Agreement shall be limited to out-of-pocket expenses and losses incurred as a direct result of the other party's breach of its obligations under this Agreement. These limitations will apply for all claims related to and including without limitation, contract, warranty, indemnity, tort (including negligence), and strict liability, howsoever caused or incurred for any reasons whatsoever.

XVIII. DISPUTE RESOLUTION

Any dispute by RFCU arising out of or relating to this Agreement shall first be brought to the principal of High School and then the Director of Schools for the Rutherford County School System in an effort to resolve the same. Any dispute by RCBE shall be brought to the RFCU SAVP, Schools Program and then the RFCU EVP, People & Culture in an effort to resolve the same.

XIX. GOVERNING LAW AND VENUE

- a. This Agreement shall be governed by the laws of the State of Tennessee.
- b. The venue of any proceeding brought by any party to enforce the terms of this Agreement shall be the court of appropriate jurisdiction of Rutherford County, Tennessee.

XX. MISCELLANEOUS

- a. All sections and headings are used for convenience only and do not affect construction or interpretation of this Agreement.
- b. To the parties knowledge and belief, this Agreement contains no provisions that is contrary to any federal/state law, ruling, or regulation. However, if any provision of this Agreement is in conflict with any such law, ruling, or regulation, then that provision shall continue in effect only to the extent permitted by law. In the event any provision is inoperative, the remaining provisions shall remain in full force and effect.
- c. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity other than the parties hereto any legal or equitable claim, right, or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the parties hereto.
- d. This Agreement represents the entire agreement between parties and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by the Agreement. The Agreement may only be amended by a written agreement signed by both parties.
- e. Section VI, Confidentiality and Privacy, and Section XV, Indemnification shall survive the expiration, cancellation, or termination of the Agreement.
- f. No party will be liable for nonperformance of any of its obligations under the Agreement if its nonperformance was due to a Force Majeure event. A Force Majeure event shall mean any act of God, such as but not limited to flood, fire, tornado, hurricane, earthquake or other casualty; war; riot; civil strife; act of terrorism, domestic or foreign; government rule, regulation, or decree; strike, lockout, or other labor disturbance; the unavailability of labor or materials to the extent beyond the control of the party affected; or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing.



- g. The parties are each an equal opportunity employer.
- h. Both RFCU and School District shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law.
- i. If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.
- j. This Agreement may be executed in one or more counterparts. The execution of this agreement by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement. Such electronic signatures may be used by the parties in lieu of the original signature page(s) of this agreement for any and all purposes. Additionally, any signatures of the parties to this Agreement that are transmitted to the other party by facsimile shall be deemed original signatures for all purposes.

In witness whereof, the parties have executed this Agreement effective as of the Effective Date first set forth above.

Rutherford County Board of Education

REDSTONE FEDERAL CREDIT UNION:

By: _____
Chairman

By: _____
Joseph H. Newberry
President/CEO

SCHOOLS BY GRADE	START UP 2017-2018	START UP 2018-2019	Needed for 2019-2020
ELEMENTARY SCHOOLS			
Barfield	\$40.00	\$40.00	\$40.00
Blackman Elem.	\$90.00	\$90.00	\$90.00
Brown's Chapel El	\$60.00	\$60.00	\$60.00
Buchanan	\$50.00	\$50.00	\$50.00
Cedar Grove	\$60.00	\$60.00	\$60.00
Christiana Elem	\$25.00	\$25.00	\$25.00
David Youree	\$40.00	\$40.00	\$40.00
John Colemon	\$80.00	\$80.00	\$80.00
Kittrell	\$32.00	\$32.00	\$32.00
Lascassas	\$25.00	\$25.00	\$25.00
LaVergne Lake	\$40.00	\$40.00	\$40.00
LaVergne Primary	\$25.00	\$25.00	\$25.00
McFadden	\$50.00	\$50.00	\$50.00
Rock Springs Elem.	\$54.00	\$54.00	\$54.00
Rockvale Elem	\$30.00	\$30.00	\$30.00
Rocky Fork Elementary			\$60.00
Roy Waldron	\$20.00	\$20.00	\$20.00
Smyrna Elementary	\$60.00	\$60.00	\$60.00
Smyrna Primary	\$30.00	\$30.00	\$30.00
Stewartsboro	\$30.00	\$30.00	\$30.00

Stewarts Creek Elem	\$50.00	\$50.00	\$50.00
Thurman Francis	\$50.00	\$50.00	\$50.00
Walter Hill	\$40.00	\$40.00	\$40.00
Wilson Elementary	\$50.00	\$50.00	\$50.00
MIDDLE SCHOOLS			
Blackman Middle	\$225.00	\$225.00	\$225.00
Central Magnet	\$150.00	\$150.00	\$150.00
Christiana Middle	\$90.00	\$90.00	\$90.00
LaVergne Middle	\$75.00	\$75.00	\$75.00
Oakland Middle	\$120.00	\$120.00	\$120.00
Rock Springs Middle	\$150.00	\$150.00	\$150.00
Rockvale Middle	\$150.00	\$150.00	\$150.00
Rocky Fork Middle	\$120.00	\$120.00	\$120.00
Siegel Middle	\$100.00	\$100.00	\$100.00
Smyrna Middle	\$100.00	\$100.00	\$100.00
Stewarts Creek Middle	\$75.00	\$75.00	\$75.00
Whitworth-Buchanan Middle	\$120.00	\$120.00	\$120.00
HIGH SCHOOLS			
Blackman High	\$900.00	\$900.00	\$900.00
LaVergne High	\$900.00	\$900.00	\$900.00
Oakland High	\$800.00	\$800.00	\$800.00
Riverdale High	\$875.00	\$875.00	\$875.00
RockVale High			\$900.00
Siegel High	\$900.00	\$900.00	\$900.00

Smyrna High	\$1,110.00	\$1,110.00	\$1,110.00
Stewarts Creek High	\$800.00	\$800.00	\$800.00
K-12 SCHOOL			
Eagleville	\$200.00	\$200.00	\$200.00

Satellite Schools			
HP Campus	\$40.00	\$40.00	\$40.00
Daniel McKee	\$30.00	\$30.00	\$30.00
Holloway High	\$50.00	\$50.00	\$50.00
Smyrna West	\$20.00	\$20.00	\$20.00
	\$9,131.00	\$9,131.00	\$10,091.00

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Board-Community Relations	Descriptor Code: 1.500	Issued Date: 01/15/09
		Rescinds: 1-15	Issued:

In order to promote school-community interaction relating to the policy and operation of the schools, the Board will:

1. Strive to keep citizens of the school system regularly informed about all policies, problems and planning through channels of communication, its own efforts, and the office of the director of schools;
2. Encourage the public to inquire, learn about, and express a continuing interest in the operation of the schools;
3. Direct all school employees, including teachers, administrators and support service personnel to participate in good school-community interaction by:
 - a. Transmitting pertinent and correct information to citizens upon request or upon initiative of school employees;
 - b. Seeking ways to improve school-community relations; and
4. Recognize the right of news media to inquire, research and report to the public information about local schools.

The principal of each school shall be responsible for the development of a public relations program and shall promote programs which involve parents and the community with the school.

The director of schools shall be responsible for leadership in school-community relations. Through the use of his staff, he/she will promote a program to best coordinate the involvement of the schools and community.

Cross References:

Visitors to the Schools 1.501
Board Meeting News Coverage 1.502
Advertising & Distribution of Materials in Schools 1.806
Crisis Management 3.203
Community Use of School Facilities 3.206
Staff Community Relations 5.606

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Visitors to the Schools	Descriptor Code: 1.501	Issued Date: 01/15/09
		Rescinds: 1-16	Issued:

Except on occasions, such as school programs, athletic events, open house and similar public events; all visitors will report to the school office when entering the school and will sign a log book. Authorization to visit elsewhere in the building or on the school campus will be determined by the principal or designee. Guest passes shall be issued for all persons other than students and employees of the school.¹

In order to maintain the conditions and atmosphere suitable for learning, no other person shall enter onto the grounds or into the school buildings during the hours of student instruction except students assigned to that school, the staff of the school, parents of students, and other persons with lawful and valid business on the school premises.

Persons who come onto school property shall be under the jurisdiction of the site administrator/designee. Individuals who come onto school property or who contact employees on school or district business are expected to behave accordingly. Specifically, actions that are prohibited include, but are not limited to:

1. Cursing and use of obscenities;
2. Disrupting or threatening to disrupt school or office operations;
3. Acting in an unsafe manner that could threaten the health or safety of others;
4. Verbal or written statements or gestures indicating intent to harm an individual or property; and
5. Physical attacks intended to harm an individual or substantially damage property.

The principal or his/her designee has the authority to exclude from the school premises any persons disrupting the educational programs in the classroom or in the school, disturbing the teachers or students on the premises, or on the premises for the purpose of committing an illegal act.²

The principal shall engage law enforcement officials when he/she believes the situation warrants such measures.

Students may not bring non-student brothers or sisters to school, unless approved by the director of schools or his designee. Requests to bring out-of-town visitors to school must be submitted to the principal.

Legal Reference:

1. TCA 49-2-303(b)(4)
2. TCA 49-6-2008; TCA 39-14-406

Cross References:

Section 504 & ADA Grievance Procedures 1.802
Vendor Relations 2.809
Security 3.205
Care of School Property 6.311

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Board Meeting News Coverage	Descriptor Code: 1.502	Issued Date: 01/15/09
		Rescinds:	Issued:

- 1 A copy of the agenda and agenda materials will be sent in advance to members of the news media who
- 2 request it. Additionally, all reports approved by the Board shall be made available to the media.
- 3 The press will be provided with working copies of the agenda and agenda materials upon request.
- 4 The chairman of the Board and/or the director of schools will be available after each meeting to answer
- 5 questions and to clarify points of discussion and action.

Cross References:

Board-Community Relations 1.500
News Releases, Conferences and Interviews 1.503

Rutherford County Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: News Releases, News Conferences and Interviews	Descriptor Code: 1.503	Issued Date: 01/15/09
		Rescinds:	Issued:

The release of official news from the system and schools shall be coordinated as follows:

1. The board chairman will be the official spokesman for the Board, except as this duty is delegated to others;
2. News releases which are of a systemwide nature or pertain to established system policy are the responsibility of the director of schools or a designated member of the administrative staff; and
3. News releases which are of concern to only one school or to an organization of one school are the responsibility of the principal of that particular school.

When individual board members or the director of schools express their views on any issue which is in opposition to a view expressed in board policy, they have the duty to make clear that the view expressed is not the official view of the Board or school system.

Cross References:

Board-Community Relations 1.500
Board Meeting News Coverage 1.502
Crisis Management 3.203

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Policy Development and Adoption	Descriptor Code: 1.600	Issued Date: 07/20/11
		Rescinds: 1.600	Issued: 01/15/09

A proposed policy or policy change shall be submitted by the Policy Advisory Committee or the director of schools to the Board as part of the agenda. Any interested party shall be given an opportunity to be heard on the proposal. The Board's approval of the proposal or return for study and/or further revision shall constitute the first reading.

The proposed policy or policy amendment shall be considered at the next board meeting with the final vote following the second reading. Adoption shall require an affirmative vote by a majority of the members of the Board.

Policies and amendments adopted by the Board shall be made a part of the minutes and shall be placed in the policy manual. Policies and amendments shall be effective immediately upon adoption unless a specific effective date is provided, and shall supersede any previous Board action on the subject.

POLICY MAINTENANCE

The director of schools shall be responsible for drafting policy proposals, maintaining the Board Policy Manual and serving as liaison between the Board and the Tennessee School Boards Association. At least annually, the Board shall review its policy manual for the purpose of passing, revising or deleting policies mandated by changing conditions.¹ In order that the policy manual remain current, the Board may contract annually for TSBA's policy maintenance service.

Policies shall be accessible to all employees of the school system, members of the Board, and citizens of the community.¹ All policy manuals shall remain the property of the Board and are subject to recall any time deemed necessary by the director of schools.

EMERGENCY PROCEDURE

On matters of unusual urgency, by an affirmative vote by a majority of the members of the Board, the Board may waive the second reading limitation and take immediate action to adopt new or revised policies.

SUSPENSION OF POLICIES

Any board policy or part thereof may be suspended by an affirmative vote by a majority of the members of the Board.

ADMINISTRATION IN POLICY ABSENCE

In cases where the Board has provided no guidelines for administrative action, the director of schools shall have the power to act, but report to the Board at its next meeting.

Legal Reference:

1. TCA 49-2-207

Cross References:

Duties of the Board of Education 1.101

Agendas 1.403

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Administrative Rules and Regulations	Descriptor Code: 1.601	Issued Date: 01/15/09
		Rescinds: 2-5	Issued:

1 The director of schools is responsible for implementing board policies and for interpreting them to staff,
2 students and the public.¹

3 The director of schools, in consultation with principals, staff members, and other persons and groups as
4 appropriate to the topic, will develop administrative rules and regulations as necessary to implement
5 board policies or for the items deemed necessary for the efficient operation of the schools.²

6 Within the policies and regulations of the Board and the director of schools, the principals are authorized
7 to establish rules and procedures for the staff and students of their schools.

8 **DISSEMINATION**

9 The director of schools is directed to establish and maintain an orderly plan for preserving and making
10 accessible to all employees the administrative rules and regulations.

Legal References:

1. TCA 49-2-301(b)(1)(A)
2. TCA 49-2-203 (a)(2)

Cross Reference:

Qualifications/Duties of the Director of Schools 5.802

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Administrative Committees	Descriptor Code: 1.602	Issued Date: 02/16/11
		Rescinds: 1.602	Issued: 01/15/09

The director of schools and the chairman of the board may establish such committees as he/she finds necessary for proper administration of board policies and for the improvement of the total educational program.

All administrative committees created by the director of schools shall be for the purpose of obtaining the advice and counsel of administrative and supervisory personnel of the system and to aid in communication. Authority for establishing policy remains with the Board and authority for implementing policy remains with the director of schools.

The membership, composition and responsibilities of committees authorized by the board, including the policy advisory committee, will be defined by the chairman of the board and may be changed at his/her discretion.

The Policy Advisory Committee shall be composed of:

- One (1) educational support personnel member
- All school board members
- One (1) principal
- Two (2) classroom teachers
- One (1) supervisor
- Two (2) citizens at large
- Director of schools and/or his designee

Cross Reference:

Qualifications/Duties of the Director of Schools 5.802

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School District Goals	Descriptor Code: 1.700	Issued Date: 01/15/09
		Rescinds:	Issued:

The Board is charged, on behalf of the public, with the responsibility for determining the educational goals of the school system. In discharging that responsibility, the Board has adopted the following goals in four primary areas: Instruction, personnel, students and operations.

The Board shall develop policies to implement the goals within each area and shall annually review these goals and revise them as necessary so that each program will at all times support the stated goals.

The director of schools is responsible for developing procedures and strategies to implement the goals of the Board.

INSTRUCTION

1. To promote a plan for the organized improvement of school curriculum, including the articulation between elementary and secondary schools;
2. To provide offerings which explore a wide range of career and service opportunities;
3. To promote an integration of academic, physical, social and emotional growth experiences for each student; and
4. To promote the recognition of achievement in all endeavors (example, academic, athletic).

STUDENTS

1. To structure the overall instructional program to provide sufficient alternatives to meet a variety of individual needs and aspirations;
2. To ensure that each student's interests, capacities and objectives are considered in his/her learning program;
3. To develop a comprehensive program for disabled students providing the least restrictive programs; and
4. To help students gain understanding of themselves, as well as skills and techniques in living and working with others and being responsible citizens.

PERSONNEL

1. To provide high quality performance by the staff, including both professional and support personnel;

2. To establish acceptable performance standards for all personnel;
3. To provide in-service training and professional growth experiences for teachers and administrators; and
4. To maintain an evaluation system for the improvement of the instructional system.

OPERATIONS

1. To make every effort to secure adequate funding for the educational program in support of the stated goals;
2. To maintain an adequate system of fiscal and business management;
3. To develop plans for the efficient use of school facilities; and
4. To ensure appropriate communication between the director of schools and the Board.

Cross References:

Fiscal Management Goals 2.100
Business Management Goals 3.100
Instructional Goals 4.100
Personnel Goals 5.100
Student Goals 6.100

Rutherford County Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: School District Planning	Descriptor Code: 1.701	Issued Date: 10/31/18
		Rescinds: 1.701	Issued: 01/15/09

1 *General*

2 The Board shall develop and implement a written five (5) year strategic plan that addresses identified
3 priority needs and provides for continuous student growth and improvement. The plan shall be updated
4 every two (2) years and shall align with requirements of the State Board of Education.¹

5 The Director of Schools shall develop necessary procedures, forms, or other measures to implement this
6 policy.

7 **BOARD IMPROVEMENT PLAN FOR THE DISTRICT¹**

8 The Board shall develop annual plans with specific goals for improving student performance and that
9 operationalize the district's five (5) year strategic plan.

10 The Board may plan by means of an annual retreat with the Director of Schools and appropriate staff.
11 The purpose of the retreat shall be to:

- 12 1. Review progress on the implementation of priorities, initiatives, and long-range plans;
- 13 2. Determine which goals have been achieved and whether any new efforts are needed;
- 14 3. Review major issues that may affect the school system in the future; and
- 15 4. Create an annual plan for district improvement.

16 A planning coordinator may be designated by the Director of Schools to help coordinate system-wide
17 planning efforts, establish and coordinate an issues-management process, aid district staff in developing
18 specific plans, and monitor implementation schedules.

19 **SCHOOL IMPROVEMENT PLAN¹**

20 The principal of each school shall work with the Director of Schools to develop and implement a school
21 improvement plan that is student focused and in support of the Board improvement plan. The plan shall
22 be updated annually and address the long-range strategic plan of the school district.¹

Legal References

1. TRR/MS 0520-01-03-.03(14); State Board of Education Policy 2.101; TCA 49-1-613

Cross References

Role of the Board of Education 1.101
Qualifications and Duties of the Director of Schools 5.802

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Attendance Zones and Exemptions	Descriptor Code: 1.703	Issued Date: 08/15/13
		Rescinds: 1.703	Issued: 01/15/09

I. Residence

The legal residence of the student must be in Rutherford County. Legal residence is defined as the primary domicile of the student's custodial parent(s) or legal guardians. A copy of the court document establishing guardianship or legal custody shall be filed with the school. The custodial parent or legal guardian of each student shall be required to submit proof (i.e. telephone bills, electric bills, property tax receipts, etc.) that they reside in Rutherford County. The residence of those students deemed to be "homeless" and/or illegal aliens will be determined in accordance with federal law.

II. Attendance Areas

Student assignment shall be based on attendance transportation zones as adopted by the Rutherford County Board of Education. The student shall attend the school located in the school zone of the student's legal residence. The Rutherford County Board of Education will provide transportation within an attendance transportation zone.

III. Transfers

The principal of any school accepting a student by transfer from another school by reason of the family changing place of residence within a semester, must be satisfied the family is actually residing within the area served by the school before enrolling the student.

Students who move out of their transportation/attendance zone, are to attend the school zone of their new legal residence.

IV. Zone Exemptions

A. Regardless of the reasons for requesting a transfer, approval cannot be recommended to a school where classes and facilities are overcrowded. Exemptions will be denied if the requested school does not have available room or teaching capacity.

B. From February 1 through April 15 of each school year, parents/guardians may request that his/her child attend a school within the system other than the one which the child is zoned. After this, the designated period zone exemptions may be considered by the Director on a case by case basis. In reaching a decision for exemption, the director of schools or his/her designee may consider:

1. Requests by parents/students.
2. Factors listed in Tennessee Code Annotated 49-6-3103.
3. Recommendations of the principals, counselors and/or teachers of each affected school.

C. The parent or legal guardian shall provide supporting documentation such as:

1. M-team recommendations;
2. Medical recommendations;
3. Judicial recommendations;
4. Police reports;
5. Contracts, leases on houses or apartments.

D. No one is authorized to grant an exemption to applicable school zone lines other than those specified in this policy.

E. If an attendance zone exemption is granted, transportation must be provided by the custodial parents or legal guardian to the school outside the attendance transportation zone. Bus transportation will not be provided to or from the out-of-zone school.

F. This policy does not in any way prohibit an M-team, the childcare development advisory committee, or the disciplinary hearing committee from making program recommendations for students at any time during the school year.

G. Violators of this policy (i.e. students using incorrect addresses, aliases, etc.) will be subject to suspension.

H. School personnel who knowingly allow or encourage a student to violate the school zone line without an exemption having previously been granted shall be disciplined.

I. If a student is granted a zone exemption, the student will be permitted to continue to attend the new school in subsequent years based upon the exemption granted. It is not necessary that a zone exemption be applied for annually. However, any zone exemption granted may be reviewed at any time by the director of schools, school principal(s) or any other administrator. A granted zone exemption is subject to revocation upon the recommendation of the principal(s) of the school. Factors to be considered in revoking a zone exemption include, but are not limited to, disciplinary matters, transportation, overcrowding, student attendance, academic progress and/or any other circumstance affecting the good order and discipline of the school.

J. After a student has enrolled in one school he will not be permitted to transfer to another, unless there is a change in residence of the student's custodial parents or legal guardian to a location outside the area in which the student first enrolled. Any deviation from this must be brought before the director of schools or his/her designee.

K. No transfer will be considered when a student is under disciplinary action from a previous school, unless both principals agree to the change.

L. A pupil shall be expected to report to the new school on the next regular school day after the date of issuance of the transfer, unless another date is specified.

M. Students transferring from another school system may enroll on a temporary basis awaiting the arrival of records requested from the former school.

N. The director of schools may release a Rutherford County student to attend school in another school system during a period of two weeks prior to the opening of school or during the school year. Transportation and/or tuition, if applicable, will be the responsibility of the parent or legal guardian.

O. Holloway High, Homer Pittard Campus School, magnet schools and/or other programs, as well as alternative schools are not zoned schools; therefore, zone exemption applications are not accepted for transfers to these schools.

V. Zone Exemption Procedure

A. The specific procedures will be developed and approved by the director of schools.

B. Regardless of the reasons for requesting a transfer, approval cannot be recommended to a school where classes and facilities are overcrowded.

C. The director of schools or his/her designee reviews the recommendations of the principals, the reasons for the transfer request and any supporting documentation, if provided, then approves or denies the request.

D. If an attendance zone exemption is granted, transportation must be provided by the custodial parents or legal guardians to the school outside the attendance transportation zone. Bus transportation will not be provided to or from the out-of-zone school.

VI. Appeals from the Denial of a Request for Zone Exemption

A. Appeals to the director of schools

1. Within ten (10) days from the date the denial of a zone exemption application is mailed to the child's parent or legal guardian, the parent or legal guardian may notify the director of schools of his or her desire to appeal the denial. This notification must state the specific reasons why the applicant contends that the child should not attend the school assigned and the specific reasons why the child should be assigned to the different requested school in the notice

2. Upon timely receipt of the application for appeal, the director of schools shall review the entire record and shall, without a hearing, render a decision in writing on the appeal. Notice of the director of schools decision shall be mailed to the

parent or legal guardian within ten (10) days from the date of the director of schools decision.

B. Appeals to the Board

1. Within ten (10) days from the date the director of schools order denying the appeal is mailed to the parent or legal guardian, the parent or legal guardian may make application to the Board for a hearing as to the reasonableness of the assignment and as to the parent's request for a transfer. The application for appeal must be in writing and shall state the specific reasons why the applicant contends that the child should not attend the school assigned and the specific reasons why the child should be assigned to the different school named in the application.
2. Upon receipt of such application for hearing, the Board shall set a date for the hearing of the appeal and such hearing shall be held within a reasonable time after receipt of the written application for the hearing. Written notice of the date and place of the hearing shall be given by the Board or its secretary to the parent, legal guardian or legal custodian of such child by mailing a notice of hearing to said party, by certified return receipt mail, at his/her last known address at least ten (10) days before the date of the hearing. The applicant shall be entitled to appear in his/her own behalf or be represented by counsel upon the hearing of such protest.
3. The procedures governing the appeal, including, inter alia, the evidence to be admitted, the obtaining of subpoenas and witnesses, the use of counsel and the burden of proof shall be governed by Tennessee Code Annotated section 49-6-3203.
4. As provided by Tennessee Code Annotated section 49-6-3204, the Board of Education shall designate one (1) or more competent examiners to conduct any such hearings, to take testimony, and to make a report of the hearings to the entire Board for its determination. Before the Board shall enter a final order in such cases, the members thereof shall personally consider the entire record and the Board shall make its decision on the basis thereof.
5. Within a reasonable time after the completion of the hearing, the Board shall enter the written order either granting or denying the protest. A copy of the order and the findings of the Board shall be mailed by the Board or its secretary to all parties appearing at the hearing, by certified return receipt mail, at their last known mailing address within five (5) days from the date of such order.

C. Child Shall Remain at Assigned School During Pendency of Appeal

During the time an appeal is pending, either to the director of schools or to the Board, the child requesting a transfer must remain at his or her assigned school.

VII. Private Schools

- A. Students transferring into a Rutherford County school from a private school should do so at the beginning of the fall or spring semester or immediately thereafter.
- B. Students entering a Rutherford County school from a non-approved private school shall be subject to the provisions of the Rules, Regulations and Minimum Standards of the Tennessee State Board of Education.

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Charter School Applications	Descriptor Code: 1.704	Issued Date: 11/20/14
		Rescinds: 1.704	Issued: 03/07/18

SCOPE

This policy shall apply to sponsors and potential sponsors of newly created public charter schools. It shall not apply to public charter schools converted from existing public schools pursuant to TCA 49-13-106 (b) (2).

DEFINITION

A charter school shall be a public, nonsectarian, non-religious, non-home based school which operates within a public school district. It shall be subject to all state and federal laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry or need for special education services.¹

The purposes of charter schools are to:²

- 1) Improve learning for all students and close the achievement gap between high and low students;
- 2) Provide options for parents to meet educational needs of students in high priority schools;
- 3) Encourage the use of different and innovative teaching methods, and provide greater decision-making authority to schools and teachers in exchange for greater responsibility for student performance;
- 4) Measure performance of pupils and faculty, and ensure that children have the opportunity to reach proficiency on state academic assessments;
- 5) Create new professional opportunities for teachers; and
- 6) Afford parents substantial meaningful opportunities to participate in the education of their children.

APPLICATION PROCESS³

A prospective charter school sponsor shall send the Director of Schools notice of its intent sixty (60) days prior to April 1 of the year preceding the year in which the proposed charter school plans to begin operation as a public charter school.

A sponsor seeking board approval of an initial charter school application must complete the forms provided by the Tennessee Department of Education. The application must provide all the information required by law. The sponsor must demonstrate that the proposed charter school meets the purpose

prescribed by law for the formation of a charter school and the proposed charter school will be able to implement a viable program of quality education for its students.

Applications must be submitted to Board on or before 4:30 p.m. on April 1 of the year preceding the year in which the proposed charter school plans to begin operation as a public charter school. Applications will be accepted only between March 1 and April 1. If the 1st of April falls on a Saturday, Sunday, or holiday on which the school district offices are closed, applications will be accepted on the next business day on or before 4:30 p.m. Late applications will not be accepted, without exception. The sponsor shall pay an application fee of \$2,500.00.³

REVIEW TEAM

If necessary, the Board shall appoint a review team to assist in reviewing and evaluating charter school applications. The team shall be composed of: members of the administrative staff for the district; community members; and a member of the board. At the board meeting in February each year, the Director of Schools shall make a recommendation to the Board of which members of his administrative staff should be appointed to the team. The Board shall name the members of the team at its meeting in March of each year. The Board shall designate a chairman of the review team as the contact person for answering questions about the application process and receiving applications.

The Board shall require a procedure for receiving, reviewing and ruling on applications for the establishment of charter schools. The procedure must include a timeline for the application and review process. A copy of the procedure, including the review criteria, shall be available to any interested party upon request.

The review team shall:

- 1) Evaluate all charter school applications based on the review criteria adopted by the board;
- 2) Recommend one of the following options to the board for each application: approve, reject, or reject with stipulations for reconsideration; and
- 3) Make recommendations for revocation, renewal or non-renewal of charter contracts.

APPROVAL, DENIAL OF APPLICATION⁴

The Board shall rule by resolution on the approval or denial of a charter application within ninety (90) days of receipt of the completed application or the application shall be deemed approved by law. The Director of Schools shall report the action taken by the Board to the Department of Education.

Approval

The sponsor of a public charter school that is approved by the Board shall enter into a written agreement with the Board, which shall be binding on the charter school's governing body. This agreement, known as the charter agreement, shall be in writing signed by the sponsor and the Board. In the application, the sponsor must demonstrate that the proposed charter school meets the purpose prescribed by law for the formation of a charter school and the proposed charter school will be and shall include all aspects of the sponsor's approved application as well as any reporting requirements prescribed under state or federal laws.⁵

Starting in the 2018-2019 school year, the Board will receive an annual authorizer fee of three percent (3%) of the annual per student state and local allocations or thirty-five thousand dollars (\$35,000), whichever is less.⁷

Charter schools approved by the Board of Education are expected to implement the application as submitted and approved. Material variations in operations from the approved application require amendment pursuant to statute and the charter school agreement.

The Board should not be expected to provide services to charter schools that are not requested during the application process except for those services that are required under state or federal laws. Services agreed to be provided to the charter schools by the board shall be provided at board actual cost. The board and charter school shall execute a service contact for any additional services.

New public charter school agreements are approved for a ten-year period.⁶ The Board may revoke or deny renewal of a public charter school agreement for any of the reasons enumerated in TCA 49-13-122.

Denial

Upon receipt of the grounds for denial, the sponsor shall have thirty (30) days within which to submit an amended application to correct the deficiencies. The board shall have thirty (30) days either to deny or to approve the amended application or the application shall be deemed approved by law.⁴

A denial of an application by the Board may be appealed by the sponsor, within ten (10) days of the final decision to deny to the State Board of Education.

Legal References

1. TCA 49-13-105; TCA 49-13-111(a)-(c)
2. TCA 49-13-102
3. TCA 49-13-107, 108; TCA 1-3-102; TCA 49-13-108(a)(5)
4. TCA 49-13-108; TRR/MS 0520-14-1-.01 & .02
5. TCA 49-13-110
6. TCA 49-13-121
7. TCA 49-13-143

Cross References

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Calendar	Descriptor Code: 1.800	Issued Date: 01/15/09
		Rescinds: Contract Article 16	Issued: 01/15/09

No later than May 1 of each school year, the Board will adopt, upon the recommendation of a committee of school officials, an official school calendar for the succeeding school year. The calendar will identify holidays, vacation days, summer sessions and other extensions of the school year. The calendar may be revised by the Board, upon recommendation of the director of schools, due to inclement weather or other factors.

The regular school year shall be 200 days¹ and scheduled as follows:

A minimum of 180 student attendance days;

A minimum of five (5) days in-service education for all certificated personnel;

One (1) day for parent-teacher conferences;

Ten (10) days paid vacation for all certified personnel; and

Four (4) discretionary days.

Extended contracts shall include twenty (20) days for each additional month employed.

The director of schools shall plan each year's program accounting for a 200-day year and shall recommend it to the Board for approval. The calendar shall be distributed to the school staff at the opening of the school term.

STUDENT ATTENDANCE DAYS

When schools are closed due to emergencies or unforeseen circumstances such as epidemics or inclement weather, the time lost shall be made up to the required minimum unless otherwise approved by the State Department of Education.

IN-SERVICE EDUCATION

Each day of in-service education included in the school calendar shall be equivalent to not less than six (6) hours of planned activities.²

DISCRETIONARY DAYS

Four (4) discretionary days shall be included in the calendar and may be designated by the Board as student attendance days, in-service days or administrative days, which may be used by administrators, faculty and staff for preparation for commencement of classes, record keeping, grading examinations, parent-teacher conferences and other classroom functions.¹

Legal References:

1. TCA 49-6-3004
2. State Board of Education Guidelines for Planning
Approvable In-Service Education Activities

Cross References:

Compensation Guides and Contracts 5.110
In-Service & Staff Development Opportunities 5.113
Attendance 6.200

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Day	Descriptor Code: 1.801	Issued Date: 01/15/09
		Rescinds: 6-13	Issued: 01/15/09

- ¹ The minimum length of the school day shall be seven (7) hours total for all grades.¹
- ² All teachers shall be on duty at least seven and one-half (7 1/2) hours and such additional time as the
- ³ administrative organization requires.²

Legal References:

1. TRR/MS 0520-1-3-.02(1)(a)
2. TRR/MS 0520-1-3-.03(1)

Cross References:

Staff Time Schedules 5.602
Staff Meetings 5.603

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Emergency Closings	Descriptor Code: 1.8011	Issued Date: 01/15/09
		Rescinds: 1-5/5-69	Issued: 01/15/09

1 The Board authorizes the director of schools to close schools in the event of hazardous weather or any
2 other emergency which presents a threat to the safety of students, staff members or school property.¹

3 As soon as the decision to close schools is made, the director of schools will notify the public media and
4 request that an announcement be made.

5 If school is not in session or is dismissed early due to snow or inclement weather, all scheduled activities
6 in which students are involved may be postponed or cancelled.

Legal References:

1. TCA 49-6-3004(e)(1); TRR/MS 0520-1-3-.02(1)(b)

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Section 504 and ADA Grievance Procedures	Descriptor Code: 1.802	Issued Date: 02/16/11
		Rescinds: 1.802	Issued: 01/15/09

The Board is committed to maintaining equitable employment/educational practices, services, programs and activities that are accessible and usable by qualified individuals with disabilities.

DEFINITION

Section 504 of the Rehabilitation Act of 1973 provides that : No otherwise qualified individual with handicaps in the United States...solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.¹

Title II of the Americans with Disabilities Act, 1990 provides that : No otherwise qualified individual with a disability shall be discriminated against in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.²

COORDINATOR³

The Board shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under the Americans with Disabilities Act (ADA) and Section 504, including any investigation of any complaint alleging non-compliance with the Acts or alleging any actions that would be prohibited by the Acts.

NOTICE⁴

The Board shall make available the name, office address and telephone number of the ADA/Section 504 coordinator.

Methods of initial and continuing notification may include the posting of notices, publication in newspapers and student and employee handbooks and distribution of memoranda or other written communications.

COMPLAINT PROCEDURE⁵

The Section 504 Coordinator shall hear ADA/Section 504 complaints. Complaints and/or due process hearing requests will be handled pursuant to procedures enacted by the Director of Schools.

Legal Reference:

1. 34 CFR § 104.4(a)
2. 42 USCA §12112(a)
3. 28 CFR § 35.107
4. 28 CFR § 35.106; 34 CFR § 104.8
5. 28 CFR § 35.170;172

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Tobacco-Free Schools	Descriptor Code: 1.803	Issued Date: 12/12/13
		Rescinds: 1.803	Issued: 01/15/09

1 All uses of tobacco and tobacco products, including smokeless tobacco, electronic cigarettes, and
2 personal vaporizers are prohibited in all of the school district's buildings.¹ Smoking shall be prohibited
3 in any public seating areas, including but not limited to, bleachers used for sporting events, or public
4 restrooms.²

5 The use of tobacco or tobacco products, including smokeless tobacco, will be prohibited in all vehicles,
6 owned, leased or operated by the district.

7 District employees and students enrolled in the district's schools will not be permitted to use tobacco or
8 tobacco products, including smokeless tobacco, while they are participants in any class or activity in
9 which they represent the school district.

10 Any student who possesses tobacco products may be issued a citation by the school principal/resource
11 officer.³

12 Parents and students shall be notified of this citation requirement at the beginning of each school year.

13 Signs will be posted throughout the district's facilities to notify students, employees and all other persons
14 visiting the school that the use of tobacco and tobacco products is forbidden.¹

Legal Reference:

1. Section 1042 of the Environmental Tobacco Smoke/Pro-Children Act of 1994
2. TCA 39-17-1604(6)(10); TCA 39-17-1605; TCA 39-17-1606
3. TCA 39-17-1505

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Drug-Free Workplace	Descriptor Code: 1.804	Issued Date: 01/15/09
		Rescinds: 3-36/4-19	Issued:

1 No employee shall unlawfully manufacture, distribute, dispense, possess or use on or in the workplace
2 alcohol or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other
3 controlled substance, as defined in federal law.¹ “Workplace” shall include any school building or any
4 school premise; any school-owned or any other school-approved vehicle used to transport students to
5 and from school or school activities; and off-school property during any school-sponsored or school-
6 approved activity, event or function.

7 Any employee who violates the terms of this policy shall be suspended and shall be subject to dismissal
8 and referral for prosecution.²

9 The director of schools shall be responsible for providing a copy of this policy to all school system
10 employees.²

Legal Reference:

1. Subtitle D Drug Free Workplace Act of 1988
2. 34 CFR § 86.201

Cross Reference:

Drug and Alcohol Testing, Employees 5.403
Drug-Free Schools 6.307

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Use of Electronic Mail (email)	Descriptor Code: 1.805	Issued Date: 01/15/09
		Rescinds:	Issued:

Electronic mail capability among board members and district staff exists for the purpose of enhancing communication to better perform tasks associated with their positions and assignments. Therefore all staff and board members who have access to the district network shall adhere to the following guidelines when sending or receiving messages via systemwide-electronic mail (e-mail):

1. Because all computer hardware and software belong to the Board, all data including e-mail communications stored or transmitted on school system computers shall be monitored. Employees/board members have no right to privacy with regard to such data. Confidentiality of e-mail communication cannot be assured. E-mail correspondence may be a public record under the public records law and may be subject to public inspection.¹
2. Messages shall pertain to legitimate board/district business; e-mail shall not be used to circumvent requirements of the Open Meetings Act.²
3. Staff/board members will be asked to sign an application for terms and conditions for *Use of the Internet*. Staff/board members shall not reveal their passwords to others in the network or to anyone outside of it. If anyone has reason to believe that a password has been lost or stolen or that e-mail has been accessed by someone without authorization, s/he shall contact the technology coordinator immediately.
4. It is the responsibility of the sender not to violate copyright laws.
5. Messages shall not be sent that contain material that may be defined by a reasonable person as obscene or that are racist, sexist or promote illegal or unethical activity.

Any usage contrary to the above shall be reported immediately to the director of schools and may result in the suspension and/or revocation of system access or if deemed necessary, appropriate disciplinary action may be taken.

Legal Reference:

1. TCA 10-7-512
2. TCA 8-44-102

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Advertising and Distribution of Materials in the Schools	Descriptor Code: 1.806	Issued Date: 11/20/14
		Rescinds: 1.806	Issued: 01/15/09

No part of the school system, including the facilities, the name, the staff, and the students, shall be used for advertising or promoting the interests of any commercial, political or other non-school agency or organization except that:

1. The school may cooperate in furthering the work of any non-profit, community-wide social service agency, provided that such cooperation does not restrict or impair the educational programs of the schools;
2. The school may participate in radio or television programs under acceptable commercial sponsorship when such programs are educationally beneficial;
3. Community, educational, charitable, recreational and other similar civic groups may advertise event pertinent to students' interests or involvement. Such advertisement, including the distribution of materials, shall be subject to any procedures related to time, place and manner established by the principal;
4. The principal shall screen all materials prior to distribution to ensure their appropriateness. The principal may prohibit materials that:
 - a. would likely to cause substantial disruption of the operation of the school;
 - b. violate the rights of others;
 - c. are obscene, lewd or sexually explicit; or
 - d. students would reasonably believe to be sponsored or endorsed by the school.
5. The school may, upon approval of the director of schools, cooperate with any governmental agency in promoting activities which advance the education or other best interests of the students;
6. Political literature shall not be distributed through the school to students, nor sent home to parents, nor placed in teachers' mail boxes, lounges, or on school premises;
7. Political signs for people who are running for public office shall not be allowed on school property except those being held by poll workers on election day; and
8. School publications may accept and publish paid advertising under procedures established by the director of schools.
9. Schools may sell advertisements in the form of ads and/or signs as fundraisers for specific school programs and/or interscholastic athletics.

Cross References

Board-Community Relations 1.500
Vendor Relations 2.809
Staff-Community Relations 5.606
Student Publications 6.704

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Registered Sex Offenders	Descriptor Code: 1.808	Issued Date: 01/15/09
		Rescinds:	Issued:

1 Individuals registered as sex offenders in Tennessee or any other state are prohibited from the premises
2 of any school in this district, except for the limited circumstances stated in this policy.¹

3 **EMPLOYMENT**

4 An individual listed by the state of Tennessee or any other state as a registered sex offender is ineligible
5 for employment within the school district.

6 **PRESENCE ON SCHOOL PROPERTY**

7 No registered sex offender, whose victim was a minor, shall come on, about, or within 1,000 feet of a
8 local school's property line except as provided below.² If any employee of the school district becomes
9 aware of any registered sex offender's presence on school property, he/she shall immediately inform the
10 principal, who shall direct the individual to leave the premises immediately. The principal shall request
11 assistance from local law enforcement authorities if offender resists the principal's directives. If the
12 registered sex offender repeats this restriction of coming on to school property, the principal may confer
13 with legal counsel to take appropriate legal action.

14 Neither this policy nor state law impose any duty upon a principal or any other employee of the local
15 school district to review the sex offender registry for individuals who may come upon the property.

Legal References:

1. TCA 40-39-201, *et seq.*
2. TCA 40-39-211 (a)

Rutherford County Board of Education

Monitoring:

**Review: Annually, in
September**

Descriptor Term:

Fiscal Management Goals

Descriptor Code:

2.100

Issued Date:

01/15/09

Rescinds:

7-1

Issued:

1 *General*

2 The Board shall practice sound fiscal management procedures which guarantee maximum use of all
3 resources provided. The Board assumes responsibility, within its financial capabilities, for providing at
4 public expense all items of equipment, supplies and services that may be required in the interest of
5 education in the schools under its jurisdiction.¹

6 In fiscal management, the Board seeks to achieve the following goals:

- 7 1. To engage in advance planning, with broad-based staff and community involvement;
- 8 2. To establish levels of funding which will provide quality education for the system's students;
- 9 3. To use the available techniques for budget development and management;
- 10 4. To provide timely and appropriate information to all staff with fiscal management
11 responsibilities; and
- 12 5. To establish efficient procedures for accounting, reporting, purchasing and delivery, payroll,
13 payment of vendors and contractors, and all other areas of fiscal management.

Legal Reference:

1. TCA 49-3-314 (C)(1); *Tennessee Internal School Uniform Accounting Policy Manual*; Section 4-19

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Annual Operating Budget	Descriptor Code: 2.200	Issued Date: 11/15/16
		Rescinds: 2.200	Issued: 01/15/09

1 *General*

2 All school system budgets are the operational plans stated in financial terms which describe the programs
3 to be conducted during the fiscal year beginning July 1 ending June 30 the following year.

4 *Central Office*

5 **PREPARATION PROCEDURES**

6 Budget planning shall include an analysis of previous staffing, curriculum and facilities, and projections
7 requiring additional staffing, curriculum modifications, and additional facilities.

8 The budget proposal should be balanced, consistent with board policy and contract conditions, to include
9 provisions for:

- 10 • Programs to meet the needs of the entire student body;
- 11 • Staffing arrangements adequate for proposed programs;
- 12 • Maintenance of the district's equipment and facilities; and
- 13 • Efficiency and economy.¹

14 Budget preparation shall be the responsibility of the director of schools. The director of schools will
15 establish procedures for the involvement of staff, including requests from department heads and
16 principals, all of whom shall seek advice and suggestions from other staff and faculty members.

17 The director of schools and the chairman of the board shall develop a budget preparation calendar no
18 later than January 1 of the current school year.⁴ The calendar shall be used as a guide for coordinating
19 the budgetary activities of individuals and groups, collecting budget data, reviewing budget problems,
20 and making budget decisions.

21 **HEARING AND REVIEWS**

22 The proposed budget will be available for inspection by various interested citizens or groups in the office
23 of the director of schools.

24 **FINAL ADOPTION PROCEDURE**

25 The board shall submit a proposed budget in accordance with the budget timeline established by the
26 board and county commission.² If a budget timeline is not agreed upon, the board shall submit a
27 proposed budget to the County Commission no later than May 1st.² If the proposed budget is rejected,

1 the board shall submit a revised budget proposal within ten (10) business days after receiving notice of
2 the rejection.⁵

3 Within ten (10) days of adoption of the final budget, the director of schools shall file a copy with the
4 Commissioner of Education.³

5

Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 4-19
2. Public Acts of 2016, Chapter No. 1080 (d)(4)
3. TCA 49-2-301(b)(1)(Z); TRR/MS 0520-1-2-.13(2)(a)
4. *See* TCA 49-2-203(a)(10)
5. Public Acts of 2016, Chapter No. 1080 (d)(5)(B)

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Line Item Transfer Authority	Descriptor Code: 2.201	Issued Date: 01/15/09
		Rescinds: 7-5	Issued:

- 1 *Central Office*
- 2 Line-item transfers within major categories shall be made upon the recommendation of the director of
- 3 schools and approval by the Board.
- 4 Transfer between major budget categories shall be made with the approval of the County Commission.¹

Legal Reference:

1. OP Tenn. Atty. Gen. 83-464 (Oct 26, 1983); *Bandy v. State ex. rel. Sullivan County Board*; 186 TN 11, 207 S. W. 2d 1011 (1948)

Rutherford County Board of Education

Monitoring:

Review: Annually, in
January

Descriptor Term:

State and Federal Aid Eligibility Determination

Descriptor Code:

2.300

Issued Date:

01/15/09

Rescinds:

Issued:

General

In order to ensure comparability of services¹ from local and state funds in all of its schools, the Board shall ensure that:

1. A systemwide salary schedule is adopted annually;
2. Teachers, principals, and support personnel are assigned to schools on an equitable basis according to grade levels and need; and
3. Curriculum materials and instructional supplies are provided to schools on an equitable basis according to grade levels and need.

Legal Reference:

1. TCA 49-3-353

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Revenues	Descriptor Code: 2.400	Issued Date: 08/16/17
		Rescinds: 2.400	Issued: 01/15/09

1 *General*

2 Any money collected by any school shall be documented by a written receipt.

3 The schools may receive funds collected from activities and for events held at or in connection with the
4 school, including contracts with other schools for interschool events. To be included in this accounting
5 are all monies collected from lunch rooms, athletics, entertainments, school clubs, fees, concessions, and
6 all fundraising activities. Each principal shall determine the reconciliation method to be used for all
7 events which require a ticket.¹

8 The purchase of items intended for resale for profit through the schools shall be subject to sales tax based
9 on the purchase price to the vendor providing the service or item. Resale items not intended to generate
10 a profit shall be determined by the principal.²

11 **FEES**

12 School fees are to be kept to a minimum and may be expended only for the purposes for which they were
13 collected. The school shall not require any student to pay a fee to the school for any purpose, except as
14 authorized by the board. No fees shall be required of any student as a condition to attend the school or
15 use its equipment.³ School fees shall be waived for students who receive free or reduced-price lunches.⁴
16 No student will be penalized for nonpayment of any school fee.

17 **FINES**

18 A student will be held responsible for the cost of replacing any materials or property which the student
19 loses or damages,⁵ including textbooks, library books, equipment, and buildings. All money collected as
20 fines shall be placed in the system-wide school fund.

21 **TUITION INCOME**

22 Tuition collected from nonresident students shall be placed in the system-wide school fund.

23 **RENTAL INCOME**

24 The principal will collect and remit to the central office all money received for use of a particular school
25 facility or other school property.

GRANTS

Grants for educational purposes made available by the state and/or federal government may be sought by the school system but only when the conditions of their availability are in harmony with the purposes and policies of the board and the laws of the state and county. Principals may apply for and receive grants, but funds must be recorded in a separate restricted fund account.⁶

Legal References

1. TCA 49-2-110(a)
2. TCA 67-6-102 (77)-(79).
3. TCA 49-6-3001(a); TCA 49-2-110(c)
4. TCA 49-2-114
5. TCA 37-10-101, 102
6. Tennessee Internal School Uniform Accounting Policy Manual; Section 4-39

Cross References

Fundraising Activities 2.601
Student Activity Funds Management 2.900
Attendance of Non-Resident Students 6.204
Student Fees and Fines 6.709

Rutherford County Board of Education

Monitoring:

Review: Annually, in
January

Descriptor Term:

Gifts and Bequests

Descriptor Code:

2.401

Issued Date:

01/15/09

Rescinds:

7-7

Issued:

General

The director of schools is authorized to accept gifts to the school system and may designate others to accept gifts for particular schools in behalf of the Board.¹ The Board will officially express appreciation to the donor and all major gifts will be reported to the Board and publicly announced.

In instances where the director of schools or his designee doubts the appropriateness or usefulness of an offered gift, the gift may be declined or the matter referred to the Board.

In accepting gifts and donations, the following guidelines shall be followed:

1. Unless otherwise expressly specified in writing, all property contributed, given, or otherwise placed on school premises shall for all intents and purposes be a gift and shall become school system property subject to the same controls and regulations that govern the use of other school-owned property.
2. Contributions of equipment or services that may involve major costs for installation, maintenance, or initial or continuing financial commitments from school funds shall be presented by the director of schools' office for Board consideration and approval.
3. Individuals or organizations wanting to contribute supplies or equipment will consult with school officials about the feasibility of accepting such contributions prior to the solicitation of funds or the making of budgetary appropriations.

Legal Reference:

1. TCA 49-6-2006(a)

Cross References:

Staff Conflict of Interest 5.601
Staff Gifts and Solicitations 5.605
Student Gifts 6.710

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Investment Earnings	Descriptor Code: 2.402	Issued Date: 01/15/09
		Rescinds: 7-8	Issued:

1 *Individual Schools*

2 The building principal, with consent of the director of schools, is authorized to invest excess funds of
3 the school in savings accounts.¹ Interest earned on general fund accounts shall be credited to general
4 fund revenue. Interest earned on restricted fund accounts shall be credited to revenue in each restricted
5 account.

6 School food service funds shall be kept separate from other school funds and interest earned on food
7 service fund deposits shall be credited to food service revenue.

8 All funds shall be deposited into accounts fully protected by sufficient collateral.

9 Reports of the investments shall be made to the Board annually.

Legal Reference:

1. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 6-1

Cross References:

Deposit of Funds 2.500
Food Service Management 3.500

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Personal Property Sales	Descriptor Code: 2.403	Issued Date: 01/15/09
		Rescinds: 7-21	Issued:

1 *General*

- 2 When equipment, books, materials, and other personal property no longer have an intended use by the
3 system or are no longer capable of being used because of condition, the Board shall declare them surplus
4 property and authorize their sale or disposal.¹

Legal References:

1. TCA49-6-2006; TCA 49-6-2007; TCA 49-6-2208; TCA 12-2-403(a)(1)-(4)
Education Department General Administration
Regulations (EDGAR) 43 Subtitle A Part 80.32
34 CFR 80.3-52

Cross References:

Inventories 2.702

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Support Organizations	Descriptor Code: 2.404	Issued Date: 08/16/17
		Rescinds: 2.404	Issued: 01/15/09

INTRODUCTION

Only a group or organization that has entered into a written cooperative agreement with the board may use the name, mascot, or logo of a school or the school district to solicit or raise money, materials, property, securities, services, or other things of value.¹

A civic organization operating concessions or parking at school-sponsored events is not a school support organization subject to this policy.

REPORTING AND RECORDS

The director of schools or his/her designee shall annually post a list of organizations that are recognized as school support organizations on the school district's web site.

Any forms, annual reports, or financial statements submitted shall be open to public inspection as a public record.

PROCEDURES

The director of schools shall create procedures to oversee the relationship between the board and any school support organization. These procedures shall include, at a minimum, the following:

1. Any agreement between the board and a school support organization shall be in writing and signed by the director of schools or his/her designee and an authorized agent of the school support organization seeking authorization. This agreement shall contain, at a minimum, the following provisions:
 - a. An agreement to abide by any policies and procedures regarding school support organizations; and
 - b. An agreement to indemnify the board, the director of schools, and all other agents of the local education agency for the actions of the school support organization.
2. Prior to entering into any agreement, a school support organization shall submit the following to the director of schools or his/her designee:
 - a. Documentation confirming the school support organization's status as a nonprofit organization, foundation, or a chartered member of a nonprofit organization or foundation;

- b. A written statement of the goals and objectives of the group or organization;
 - c. The principal contact's telephone and address as well as the telephone number, address, and position of each officer of the group or organization; and
 - d. A copy of the school support organization's written policy specifying reasonable procedures for accounting, controlling, and safeguarding any money, materials, property, securities, services, or other things of value collected or disbursed by it.
3. The director of schools shall designate a date prior to the beginning of the regular school year for the school support organization to submit a form to the director of schools or his/her designee which verifies the information previously provided by the school support organization as correct, or if the information is no longer correct, that date shall be the deadline for any corrections.
4. The school support organization shall abide by all applicable Federal, State, and local laws, ordinances, and regulations in its activities.
5. The school support organization shall maintain a copy of its charter, bylaws, minutes, and documentation of its recognition as a nonprofit organization.
6. The school support organization shall maintain financial records for a period of at least four (4) years.
7. The school support organization shall operate within the applicable standards and guidelines set by a related state association, if applicable, and shall not promote, encourage, or acquiesce in any violation of student or team eligibility requirements, conduct codes, or sportsmanship standards.
8. The school support organization's officers shall ensure that school support organization funds are safeguarded and are spent only for purposes related to the stated goals and objectives of the organization.
9. The school support organization shall obtain the approval of the director of schools or his/her designee before undertaking any fundraising activity. The director of schools or his/her designee shall consider, at a minimum, the following when approving or denying a request by a school support organization to engage in a fundraising activity:
 - a. Whether the fundraising activity, as scheduled, conflicts with the fundraising activity of the school district or an individual school within that district; and
 - b. Whether the fundraising activity is consistent with the goals and mission of the school or school district.
 - c. The school support organization shall obtain Board of Education approval for any proposed lottery or raffle to be used as a fundraiser prior to the fundraiser being submitted to the Tennessee Secretary of State for approval under the terms of the Tennessee Charitable Gaming Implementation Law.

10. The school support organization shall provide access to all books, records, and bank account information for the school support organization to officials of the local school board, local school principal, or auditors of the office of the comptroller of the treasury upon request.

11. A school representative cannot act as a treasurer or bookkeeper for a school support organization or be a signatory on the checks for a school support organization. A majority of the voting members of any school support organization board should not be composed of school representatives.

The director of schools may enact procedures to suspend or revoke the authorization of any school support organization for a failure to abide by the policies and procedures regarding school support organizations.

OPERATION OF A SCHOOL BOOKSTORE

The principal of a school may enter into an agreement with a recognized school support organization for the operation of a bookstore located on school grounds, which makes direct sales to students and faculty, pursuant to procedures promulgated by the director of schools. These procedures shall provide, at a minimum, the following:

1. One hundred percent (100%) of the profits of the operation of the bookstore are used for support of the school; and
2. The school support organization provides the school with the relevant collection documentation that would have been required pursuant to the provisions of the manual produced under TCA 49-2-110 for student activity funds.

The director of schools may provide such other procedures and forms as he or she deems necessary.

CONCESSIONS AND PARKING

The principal of a school may agree to allow an authorized school support organization to operate and collect money for a concession stand or parking at a related school academic, arts, athletic, or social event on school property without the prior approval of the director of schools or his/her designee. Any money payable to the school pursuant to the agreement with the principal will be considered school support group funds and not student activity funds if the school support organization provides the school with the relevant collection documentation required by the student activity funds manual produced by the State.

Legal References

1. TCA 49-2-604(a)

Rutherford County Board of Education

Monitoring:

**Review: Annually, in
January**

Descriptor Term:

Deposit of Funds

Descriptor Code:

2.500

Issued Date:

01/15/09

Rescinds:

7-23

Issued:

Central Office

All income payable to the Board will be deposited with the county trustee, who will credit it to the appropriate account.

Individual Schools

All money collected at the building level must be cleared through the principal's office.

The principal shall deposit funds daily if possible, but no later than three (3) days after being received. Deposit slips will be filed along with other permanent records. Each deposit slip must show the various receipt numbers. The total amount of deposit shall be shown on the last receipt deposited.¹

Monies collected at the building level must be deposited to no more than three bank accounts:

1. General School Fund/Restricted Accounts;
2. School Nutrition; and
3. Savings.

Legal References:

1. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 4-1; Section 6-1

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Bonded Employees	Descriptor Code: 2.600	Issued Date: 01/15/09
		Rescinds: 7-9	Issued:

1 *General*

2 The director of schools and all other employees who handle school monies shall be bonded in order to
3 indemnify the school system against the loss of any funds.¹

4 The Board shall determine the amount of the bond, giving consideration to the total amount of money
5 and/or property that is handled in each school.² The cost of the bonds will be paid by the Board.

Legal References:

1. TCA 8-19-101 through 103, TCA 49-2-110(a)(1)
2. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 4-16

Rutherford County Board of Education

Monitoring:

Review: Annually, in
January

Descriptor Term:

Accounting System

Descriptor Code:

2.700

Issued Date:

01/15/09

Rescinds:

7-10

Issued:

Central Office

The following purposes must be satisfied by the accounting system:

Administrative Control: The financial records must be adequate to guide the making or deferring of purchases, the expanding or curtailing of programs, and the controlling of expenses. Current data shall be immediately available and in such form that periodic summaries may be readily made from the data.

Budget Preparation: The financial records must be adequate to serve as a guide to budget estimates of subsequent years, and to hold expenditures to the amounts appropriated. Accounts are to be kept for each item for which separate budget estimates must be made. An adequate code of expenditure accounts will be used.

Accounting for Stewardship: The financial records of the school system must be adequate to show that those in charge have handled funds within the framework of law and in accordance with board policy. The director of schools shall maintain a system of accounting, arranged according to the regulations prescribed by the Commissioner of Education, which provide a detailed and accurate account of all receipts and disbursements of the schools.¹

Individual Schools

The Board authorizes each respective school under its jurisdiction to receive activity and other internal funds, such as athletic ticket money, school lunch funds and school class funds.²

The Board shall hold each principal responsible for the management of all internal accounts under his/her jurisdiction in accordance with the *Tennessee Internal School Uniform Accounting Policy Manual*.³

Legal References:

1. TCA 49-2-301(b)(1)(D);TCA 49-3-316(a)(1)
2. TCA 49-2-110(a)
3. TCA 49-2-110(c)(d)

Cross References:

Petty Cash 2.801
Student Activity Funds Management 2.900

Rutherford County Board of Education

Monitoring:

**Review: Annually, in
January**

Descriptor Term:

Financial Reports and Records

Descriptor Code:

2.701

Issued Date:

01/15/09

Rescinds:

Issued:

FINANCIAL REPORTS

Central Office

The Executive Committee shall submit to the Board at each regular board meeting a report of all business transacted since the last regular meeting.¹

The director of schools shall submit monthly financial reports to the Board and to state and federal agencies as required.²

Individual Schools

Each principal shall submit to the director of schools at the end of each calendar month on a prescribed form the receipts, expenditures and cash balance of all accounts under his jurisdiction. These reports shall be made available to the Board at its request.

FINANCIAL RECORDS

General

The director of schools shall maintain all financial records as required by regulation and applicable state and federal law. The Board, from time to time, may determine to extend the retention time for certain records.³

Legal References:

1. TCA 49-2-206(5)
2. TCA 49-2-301(b)(1)(Z)
3. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 4-21

Cross Reference:

School Board Records 1.407

Rutherford County Board of Education

Monitoring:

Review: Annually, in
January

Descriptor Term:

Inventories

Descriptor Code:

2.702

Issued Date:

07/28/10

Rescinds:

2.702

Issued:

01/15/09

Equipment is defined as all items (machinery, implements, tools, furniture, livestock, vehicles, and other apparatus) with a unit cost of \$5,000 or more and a minimum useful life expectancy of three years. Freight charges and installation costs shall be included in the cost.*

Sensitive minor equipment is defined as all items purchased with a cost between \$100.00 and \$5,000.00.

General

The director of schools shall establish an accurate inventory procedure for all school real and personal (e.g., material and equipment) property, and this system shall be implemented at each school facility. Administrative personnel shall ensure that a physical count of all such property is taken at the end of each fiscal year, and this inventory shall be properly entered on the appropriate records for accounting purposes.¹

Each school shall maintain a complete inventory with a duplicate maintained in the central office.

EQUIPMENT PROCURED WITH FEDERAL DOLLARS

The director shall establish procedures for administrators to follow which meet all federal accountability guidelines, including guidelines for the purchasing, inventorying, security and disposition of all equipment purchased with federal funds.²

Legal Reference:

1. Tennessee Internal School Uniform Accts Policy Manal; Sec 4-13
2. EDGAR 43 Subtitle A Part 80.32
34 CFR 80.3-52

* As defined by Tennessee Department of General Services

Cross References:

Personal Property Sales 2.403
Security 3.205
Equipment & Supplies Management 3.300

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Audits	Descriptor Code: 2.703	Issued Date: 08/16/17
		Rescinds: 2.703	Issued: 01/15/09

1 An audit of all fiscal accounts, including accounts and records of all school student activity funds, shall
2 be made by a certified public accountant following the end of each fiscal year.¹

3 The director of schools shall furnish or make copies of the audit available to the proper authorities as
4 prescribed by law.²

5 When an administrative change occurs during the fiscal year and the position is responsible for the
6 expenditure of funds, a special audit of accounts involved shall be conducted.

7 The special audit shall be as extensive as the board may determine.

8 **AUDIT FINDINGS³**

9 A corrective action plan shall be developed to address any findings on the annual audit. The plan shall
10 include the following:

- 11 1. Name(s) of the individual responsible for implementing the plan;
- 12 2. The correct action taken or planned; and
- 13 3. Anticipated completion date.

14 The plan shall be submitted to the Office of the Comptroller of the Treasury.

Legal References

1. TCA 49-2-112(a)(1), (c)(1); TCA 49-2-110(a)
2. TRR/MS 0520-01-02-.13(3)(d)
3. Public Acts of 2017, Pub. Chp. 383

Cross References

Fundraising Activities 2.601
Student Activity Funds Management 2.900

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Expenditure of Funds	Descriptor Code: 2.800	Issued Date: 08/13/15
		Rescinds: 2.800	Issued: 01/15/09

Central Office

All expenditures shall be approved by the Board or the director of schools when authorized. No expenditures shall be made except on an approved purchase order or contract. No expenditure may be authorized or made which exceeds the appropriation for any fund of the budget as adopted or amended. Employees of this system will not create or authorize creation of a deficit in any fund. Expenditures or encumbrances will not be authorized, made or incurred in excess of any fund balance. The director of schools shall develop federal grant expenditure and cash management procedures that comply with all federal laws and regulations.¹

Individual Schools

Internal activity funds shall not be expended without written approval by the membership of the group. All such expenses shall be in accordance with the Tennessee Internal School Uniform Accounting Policy Manual. Restricted account expenditures require the account sponsor's approval prior to expense. No checks will be written to employees from the internal school activity fund account. Any supplemental compensation owed to the Board for extracurricular activities must be processed through the director of schools' office in the same manner as salary and other payroll payments. The Board will invoice the school for reimbursement. Substitute teacher's salaries related to restricted class and club accounts will be paid by the Board and shall be reimbursed by the school from the appropriate class or club account.²

Employees who authorize or contract for any obligation in violation of this policy shall assume personal responsibility for the payment of the obligation, shall be subject to dismissal from employment and shall be subject to applicable civil and criminal proceedings. Any obligation, authorization for expenditure or expenditure made in violation of the law and this policy shall be illegal and void.³

Legal References

1. 2 C.F.R. § 200.403; Cash Management Improvement Act, 31 C.F.R. Part 205
2. *Tennessee Internal School Uniform Accounting Policy Manual, Section 5-22*
3. *Tennessee Internal School Uniform Accounting Policy Manual, Section 5-17*

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Travel Reimbursement	Descriptor Code: 2.8001	Issued Date: 06/07/18
		Rescinds: 2.8001	Issued: 01/12/12

- 1 The Rutherford County Board of Education has adopted the Tennessee Department of Finance and
2 Administration Standard for Reimbursement Rates for travel.
- 3 Reimbursement for meals and incidentals for the day of departure shall be three-fourths of the
4 appropriate meals and incidentals rate (either the in-state or CONUS rate for out-of-state travel) at the
5 rate prescribed for the lodging location. Reimbursement for the meals and incidentals for the day of
6 return shall be three-fourths of the meals and incidentals rate applicable to the preceding calendar day.
- 7 Standard reimbursement rates for lodging, meals and mileage will be used for all employees, department
8 heads, and board members.
- 9 Reimbursement for the actual amount for lodging rather than per diem amount will be approved if
10 lodging at hotel where conference/meeting is held or with prior approval from the Director of Schools
11 or Assistant Superintendent.

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Payroll Procedures	Descriptor Code: 2.802	Issued Date: 01/15/09
		Rescinds: 7-25/7-29 Contract Art. 6	Issued: 01/15/09

Central Office

If the end of a pay period falls on a non-working day, employees will be paid on the last working day prior to the end of the pay period.

Payroll procedures shall be as follows:

1. All certified personnel have the option of either ten (10) or twelve (12) month installments.

2. All ten (10), eleven (11), and twelve (12) month support personnel shall be paid biweekly (or monthly for salaried support staff) for the month which they are employed.

No advance payments of salary shall be made. Upon resignation or retirement of school personnel, final salary payment shall be withheld until all records and assets in custody of the employee are satisfactorily transferred to his successor or another designated person.

Specific approval by the Board is required for payroll deductions, except as otherwise provided by law.

Cross References:

Compensation Guides and Contracts 5.110
Separation Practices for Tenured Teachers 5.200
Separation Practices for Non-Tenured Teachers 5.201
Separation Practices for Non-Certified Employees 5.202

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Salary Deductions	Descriptor Code: 2.803	Issued Date: 01/15/09
		Rescinds: Contract Art 8	Issued:

Central Office

Upon appropriate written authorization, the Board shall make deductions approved by the Board from the salary of the employee. Authorization must be made on forms provided by the Board and filed in the office of the director of schools.

Pursuant to applicable deadlines, an employee may change or terminate any salary deduction upon written notification to the Board.

Cross Reference:

Insurance Management 3.600

Rutherford County Board of Education

Monitoring:

Review: Annually, in
January

Descriptor Term:

Expenses and Reimbursements

Descriptor Code:

2.804

Issued Date:

01/15/09

Rescinds:

1-12/7-14

Contract Art 6

Issued:

Central Office

Annually the Board shall review expense allowances and reimbursement guidelines.

SCHOOL PERSONNEL

School personnel who incur expenses in carrying out their authorized duties will be reimbursed upon submission of an approved purchase order and supporting receipts.

Expenses for travel will be reimbursed when the travel has the advance authorization of the director of schools. The director of schools may grant this authorization without prior board action when the travel expense has been anticipated and incorporated into the operational budget of the particular program involved.

The Board shall be responsible for all expenses pertaining to staff development. Student activity funds shall not be used for this purpose.¹

BOARD MEMBERS

The members of the board shall be paid for transportation, lodging, meals and other pertinent expenses when traveling on business for the Board. Salary and other benefits shall be determined by the local funding body.² Attendance at conventions or other educational meetings or travel for other school purposes shall be authorized in advance by the Board.³

Expenses shall be submitted to the director of schools' office within thirty (30) days of the date of completion of such travel. The rate of payment shall be the same as the rate for members of the professional staff.

Legal References:

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 5-20

2. TCA 49-2-202(d)

3. TCA 49-2-2001(c)

Rutherford County Board of Education			
Monitoring: Review: Annually, in January	Descriptor Term: Purchasing	Descriptor Code: 2.805	Issued Date: 08/13/15
		Rescinds: 2.805	Issued: 01/15/09

1 General

2 The school system will purchase competitively and seek maximum educational value for every dollar
3 expended. Authorization to purchase shall be provided by the Board. The director of schools shall
4 serve as purchasing agent for the system-wide purchasing.1 Principals shall serve as purchasing agents
5 for individual schools.

6 Purchases made by anyone not authorized by the appropriate officials shall become the personal
7 responsibility of the persons making the purchase agreement. The Board will not, under any
8 circumstances, be responsible for payment for any material or supplies purchased by unauthorized
9 individuals or in a prescribed manner.

10 No school shall be obligated to pay for any expenditures made by a student or a teacher or by any other
11 employee unless s/he first receives a written purchase order from the proper office or unless prior
12 written permission or arrangements are made with the principal.

13 The Board will purchase locally whenever other conditions are comparable.

14 *Individual Schools*

15 The director of schools must approve the following purchases:

- 16 1. a single piece of equipment costing more than five thousand dollars (\$ 5,000.00);
- 17 2. one that is to be attached to or one that requires alteration of the building; or
- 18 3. one that will become a permanent fixture.

19 *Central Office*

20 **ROUTINE PURCHASES**

21 Routine purchases shall include expenditures for supplies, salaries, and routine expenditures required
22 for the operation of the school system. These expenditures shall be anticipated and provided for in the
23 budget and will normally be authorized by the Board at the beginning of the fiscal year. The director
24 of schools shall make all routine purchases without further Board authorization; however, the Board
25 shall be promptly informed if any substantial variation from budgeted estimates becomes necessary.

26

1 **SPECIAL PURCHASES**

2 Special purchases are those which are not routine and which may or may not be specifically identified
3 by line item in the budget. Examples of special purchases are all capital expenditures such as for
4 vehicles, buildings, major contracts, purchases of major equipment, items for long-term use and
5 supplies of an unusual quantity or nature. All purchases in this category shall require specific prior
6 Board approval on an item-by-item basis. In its approval, the Board may place constraints on the
7 director of schools requiring Board evaluation and/or approval at various steps in the procurement
8 process. This will be determined by the Board on an individual basis depending on the nature of the
9 procurement action.

10 **EMERGENCY PURCHASES**

11 Emergency purchases are those which are necessary to avert hazards which threaten health or safety, to
12 protect property from damage or to avoid major disruption of educational activities. If within
13 budgetary limits and deemed essential, emergency purchases may be made by the director of schools.
14 However, if the purchase is of such significant magnitude as to impact on the integrity of the budget,
15 the chairman shall call a special or emergency meeting of the Board to deal with the matter. In any
16 event, the Board shall be advised promptly of all emergency purchases.

17 **PURCHASING OF SURPLUS PROPERTY**

18 The director of schools and other employees designated by the Board shall be authorized to act for the
19 Board in acquiring federal surplus property through the Tennessee General Services Department for
20 surplus property and in entering into agreements, certifications and covenants of compliance
21 concerning the use of federal surplus property.

22 Further, the director of schools is authorized to purchase any needed items through suppliers approved
23 on the state bid list.

24 **COOPERATIVE PURCHASING**

25 The Board, at its option, will join in cooperative purchasing with other school systems to take
26 advantage of lower prices for bulk purchasing and to reduce the cost involved in bidding whenever
27 such buying appears to be to the benefit of the system. The availability of money for the fund/account
28 in question should be determined before Purchase Orders are approved.

29 **PURCHASING WITH FEDERAL GRANT FUNDS²**

30 Before grant funds are obligated or expended, the director or his designee shall review the cost of a
31 proposed expenditure and determine if it is an allowable use of federal grant funds.² The director will
32 minimize the time that elapses between the transfer and disbursement of funds once an expenditure is
33 approved.

34 No person officially connected with or employed by the school system may participate in the selection,
35 award, or administration of a contract supported by a federal award if he or she has a real or apparent
36 conflict of interest. A real or apparent conflict of interest arises when the employee, officer, or agent,
37 any member of his or her immediate family, his or her partner, or an organization which employs or is

- 1 about to employ any of the parties indicated herein, has a financial or other interest in or a tangible
- 2 personal benefit from a firm considered for a contract. Upon discover of any potential conflict, the
- 3 director shall disclose the potential conflict to the federal awarding agency in writing.³

Legal References

1. TCA 49-2-206(3); TCA 6-36-115
2. 2 C.F.R. § 200.403
3. 2 C.F.R. § 200.112

Rutherford County Board of Education

Monitoring:

Review: Annually, in
January

Descriptor Term:

Credit Cards, Debit Cards, Gift Cards, and On-Line Banking

Descriptor Code:

2.8051

Issued Date:

01/12/12

Rescinds:

Issued:

Credit Cards

All school credit card use shall meet the requirements of the Tennessee Internal School Uniform Accounting Policy Manual.

Only the Principal is authorized to apply for a credit card in the name of the school.

Credit cards that have not been issued or are currently not being used should be stored in a safe or in a locked drawer to provide for their safekeeping.

A listing should be maintained of all issued credit cards and all authorized users as listed in the credit card agreement

A log of individual transactions shall be maintained for each credit card.

Cash advances from credit cards are prohibited.

The principal should establish individual transaction and daily dollar limits for each card.

Employees will be required to reimburse the school for any unauthorized purchases.

Credit cards should only be used for transactions in which the use of a standard purchase order is either impossible or would result in a delay of the delivery of goods or services during a time of emergency.

Credit cards may also be used to facilitate out-of-town travel by employees or school groups on official school business or school trips.

All use of credit cards shall be done in accordance with the school's purchasing policies and procedures.

Actual (original) invoices that support each credit card purchase should be submitted timely with proper documentation.

Timely reconciliations of monthly credit card statements must be performed.

Credit card premiums or bonuses that consist of noncash items should be handled in accordance with the Ethics Policy of the county. Premiums that consist of cash should be deposited into the General Fund.

Debit Cards

No debit cards are authorized for any school activity fund in the Rutherford County School System.

Gift Cards

1 The purchase of gift cards that are then given to school employees to make school purchases is strongly
2 discouraged. If gift cards are used in this manner, the same controls for debit cards enumerated in the
3 Tennessee Internal School Uniform Accounting Policy Manual shall apply.

4 When gift cards are given as awards, a listing shall be prepared to document and account for all gift cards
5 purchased. At a minimum, the listing must include columns for (1) the dollar amount(s) for each
6 individual card, (2) the individuals who were awarded the respective cards, and (3) the signature of the
7 recipient to indicate that they received the gift card. The reason for the awards should also be clearly
8 documented.

9 **Online Banking**

10 The use of Online Banking for the school activity funds is limited to inquiry only for the principal and
11 the school bookkeeper. No banking transactions shall be made using online banking.

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Bids and Quotations	Descriptor Code: 2.806	Issued Date: 01/15/09
		Rescinds: 2.806	Issued: 03/07/18

1 General

2 All purchases of supplies, materials, equipment, and contractual services in excess of twenty-five
3 thousand dollars (\$25,000.00), including those of individual schools, shall be based on competitive
4 bids. These bids shall be solicited by advertisement in a newspaper of general circulation within the
5 school system. However, said newspaper advertisement may be waived by the purchasing agent in an
6 emergency. The purchasing agent shall advertise for bids and receive quotations.¹ The principal shall
7 serve as purchasing agent in each school.

8 All purchases of twenty-five thousand dollars (\$25,000.00) or less, including those of individual
9 schools, may be made in the open market without newspaper notice, but shall, whenever possible, be
10 based on at least three (3) competitive bids if the purchase exceeds two thousand dollars (\$2,000.00)
11 for a school activity fund purchase or five thousand dollars (\$5,000.00) for a system-wide funds
12 purchase.

13 The lowest and best bid shall be accepted, provided the purchaser reserves the right to reject any or
14 all bids or any part of any bid and, if applicable, to accept that bid which is best as evidenced by
15 reasons relative to the purpose of the purchase. The Board reserves the right to accept the lowest
16 responsible bidder and/or the best qualified bidder. The Board reserves the right to reject bids for good
17 cause. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid
18 received after the time and date specified shall not be considered.

19 The bidder to whom the award is made may be required to enter into a written contract.

20 The practice of splitting an order or dividing items to be purchased in order to avoid the use of bidding
21 or other purchasing procedures is prohibited.

22 Contracts for legal services, educational consultants, and similar services by professional persons or
23 groups of high ethical standards shall not be based upon competitive bids but shall be awarded on the
24 basis of recognized competence and integrity.²

25 Non-Biddable Items

26 Non-biddable items are those non-equal items which only one vendor can furnish, including the
27 following:

- 28 1. Subscriptions to special publications;
- 29 2. Dues and fees to organizations;
- 30 3. Specialized supplementary instructional materials;
- 31 4. Textbooks;
- 32 5. Library books;

6. Supplies, materials, and equipment from the State Prison or those purchases made through State of Tennessee; and
7. Specialized technical maintenance parts and services.

Non-biddable items should be noted on the requisition/purchase order and processed in accordance with the procedure for biddable items.

Tennessee State Contract Prices

All local governmental agencies may purchase according to State prices as established by the State of Tennessee. In requesting bids, the purchasing office shall review the State Contract Price Catalog and may consider the price as an official bid.

Legal References

1. TCA 49-2-203(a)(3); TCA 49-2-203(a)(3)(A)-(B); TCA 49-2-206(b)(2)
2. TCA 29-20-407; TCA 12-4-106

Cross References

Executive Committee 1.301
Conflict of Interest 5.601

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Requisitions	Descriptor Code: 2.807	Issued Date: 01/15/09
		Rescinds:	Issued:

1 *General*

2 The Board shall designate personnel to be responsible for making requisitions.

3 All approved requisitions will be submitted to the purchasing agent (director of schools or principal) on
4 forms provided by the purchasing agent.

5 The number of each purchase order shall be recorded on the requisition.

6 After processing, the original copy of the requisition will be filed in the appropriate purchasing office.

Cross Reference:

Purchase Orders 2.808

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Purchase Orders and Contracts	Descriptor Code: 2.808	Issued Date: 08/16/17
		Rescinds: 2.808	Issued: 01/15/09

1 General

2 All purchases made by the school system shall be by purchase order or formal contract, and no purchase
3 shall be made nor payment approved unless covered by an approved purchase order.

4 Purchase orders will include the following essentials:

- 5 1. A specification which adequately describes to the supplier the characteristics and the quality
6 standards of the item required;
- 7 2. A firm, quoted, net delivered price, whenever possible; and
- 8 3. Signature of purchasing agent.

9 All contracts binding on the school system shall be first approved by the director of schools and then
10 may be signed by the director of schools or his designee. All contracts which require approval of the
11 Board shall be executed by the chairman of the Board and the director of schools or his designee.

12 Contracts shall be made only with responsible suppliers with the following considerations:

- 13 1. The supplier has the potential ability to perform successfully under the terms and conditions of a
14 proposed procurement;
- 15 2. A system for contract administration shall be maintained to assure supplier conformance with
16 terms, conditions, and specifications of the contract or purchase order and to assure adequate and
17 timely follow-up of all purchases;
- 18 3. Contracts shall contain such provisions or conditions which will allow for administrative,
19 contractual, or legal remedies in instances where suppliers violate or breach contract terms and
20 provide for such sanctions and penalties as may be appropriate; and
- 21 4. All contracts, including those of individual schools, will meet all requirements of state and federal
22 laws, rules, and regulations.¹

Legal References

1. TCA 49-2-203(a)(3); *Tennessee Internal School Uniform Accounting Policy Manual*, Section 5-10; TCA 49-2-206(b)(2)

Cross References

Purchasing 2.805

Rutherford County Board of Education

Monitoring:

**Review: Annually, in
January**

Descriptor Term:

Vendor Relations

Descriptor Code:

2.809

Issued Date:

01/15/09

Rescinds:

7-19

Issued:

General

Equal opportunity shall be given to all eligible vendors, as each order will be placed on the basis of service, quality, price, and delivery. Past service will be a factor if all other considerations are equal.

No person officially connected with or employed by the school system will be an agent for, or have any financial compensation or reward of any kind from any vendor for the sale of supplies, materials, equipment or service.¹

Individual Schools

Vendors visiting separate schools shall contact and secure the permission of each principal's office prior to visiting professional staff members. If the principal grants permission, the vendor's visitation shall be at a pre-approved designated time and location. Vendors' visitations to schools shall not be permitted to interfere with the normal instructional and learning process.

Schools shall execute a written agreement with vendors for all fund-raisers. The agreement shall include, but not be limited to, the following information:

1. The division of profits that result from the activity;
2. Payment of sales tax;
3. Delivery date(s);
4. Package prices or other charges; and
5. Scheduled dates of service²

Legal Reference:

1. TCA 49-6-2003
2. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 4-27

Cross References:

Visitors to the Schools 1.501
Advertising & Distribution of Materials in Schools 1.806
Student Solicitations/Fund-Raising 6.701

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Payment Procedures	Descriptor Code: 2.810	Issued Date: 01/15/09
		Rescinds:	Issued:

1 *Central Office*

2 The director of schools shall approve all claims for payment prior to their submission to the Board.¹

3 As operating procedure, the director of schools shall present to the Board each month a list of bills for
4 payment. The list will be supported by invoices and vouchers.

5 *Individual Schools*

6 Schools may obligate themselves for the purchase of equipment, supplies, or services, provided
7 payments are completed by June 30 of the current school year or a plan for future payments has been
8 made by the principal and approved by the Board and county commission.

Legal Reference:

1. TCA 49-2-206(b)(3)

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Student Activity Funds Management	Descriptor Code: 2.900	Issued Date: 01/15/09
		Rescinds: 7-20	Issued:

Individual Schools

The activity funds of each school shall include athletic and student organization funds and any other fund belonging to any student group, class, or activity.

Whatever the source, all student activity funds shall be under the jurisdiction of the Board and under the specific control of the school principal. Contracts with fund-raising agencies must comply with board policy, (be recommended by the principal) and be approved in writing by the director of schools.

Principals and/or sponsors who knowingly authorize/allow unapproved fund-raising activities shall be subject to disciplinary action.¹

Student activity funds shall be deposited in respective school activity accounts. Proper records of receipts and disbursements shall be maintained in accordance with the *Tennessee Internal School Uniform Accounting Policy Manual*.²

Revenue raised for specific purposes must be expended for that purpose, unless otherwise authorized in writing by both the activity group sponsor and the principal.³

An annual audit of the account and records of all student activity funds shall be conducted as a part of the audit of all other district funds.⁴

Any unencumbered class or activity funds automatically revert to the general activity fund of the school when a class graduates or an activity is discontinued, unless otherwise restricted.

Funds derived from activities sponsored by parent-teacher associations, parent-teacher organizations or other support organizations are not subject to this policy, unless such funds are in sole custody of the school.⁵

Student Activity Funds may be used to pay for volunteer and employee coaches to attend seminars/conferences and to compensate/reimburse volunteer and employee coaches for travel to seminars/conferences. The reimbursement rate for travel will be at a rate approved by the Board of Education. These funds may also be used to pay substitute teachers for employee coach's absences as a result of attending a seminar/conference. The director of schools or his/her designee must approve all expenditures of this type, in advance.

Legal References:

1. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 4-26
2. TCA 49-2-110(c)(d)
3. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 5-25
4. TCA 49-2-112(a)
5. TCA 49-2-110(e)

Cross References:

Parent Organizations/Booster Clubs 4.503
Student Solicitations/Fund-Raising 6.701