

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

**September 18, 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: September 5, 2019 Board Meeting**

**B. Community Use of Facilities**

**C. Title I Contracts**

- Smyrna Middle School and Mindsteps, Inc.**

**D. Out of County Transfers (3)**

**E. Routine Bids**

**Bid #3432 – Chicago, IL Choir Trip (Oakland High)**

**Bid #3434 – Flight Stimulator (Siegel High)**

**Bid #3435 – Precision Measurement Certification Kit**

**Bid #3436 – Auditorium Seats (Smyrna High)**

**Bid #3438 – Grease Trap Interceptor and Sewer Lines (Buchanan Elem.)**

**F. School Salary Supplements and Contract Payments:**

<b>Name</b>	<b>Amount</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Danielle Clark	NTE \$1,000.00	Rock Springs Elementary	Universal Sports League	Facility Supervisor for Basketball
Emanuel Chestnutt	NTE \$1,000.00	Rock Springs Middle	School Funds-Girls Basketball	Assistant Girls Basketball Coach
Thomas Arden White Jr.	NTE \$4,000.00	Rockvale High	School Funds-Football	Mowing/Field Maintenance
Charles Allen Bush (6)	NTE \$1,500.00	Siegel High	School Funds-Various	Bus Driver
Scott Cochran	NTE \$500.00	Siegel High	School Funds-Football	Ticket Sales Manager
Philip Gregory	NTE \$5,000.00	Siegel High	School Funds-Choir	Sound Technician/DJ
Victoria Atwood (6)	NTE \$3,000.00	Stewarts Creek High	School Funds-Various	Bus Driver
Benjamin Bowers	NTE \$2,267.00	Stewarts Creek High	School Funds-Baseball	Assistant Baseball Coach/Summer Camp/Summer Field Maintenance
Thomas Chestnut	NTE \$5,000.00	Stewarts Creek High	SCHS Band Booster + Music Boosters	Tuba + Euphonium Sectionals
Morgan Evan (6)	NTE \$5,000.00	Stewarts Creek High	School Funds-Various	Bus Driver
Stephen Hammond	NTE \$1,134.00	Stewarts Creek High	School Funds-Baseball	Assistant Baseball Coach/Summer Camp/summer Field Maintenance
Andrew Schmeltzer	NTE \$2,267.00	Stewarts Creek High	School Funds-Baseball	Assistant Baseball Coach/Summer Camp/Summer Field Maintenance
Kelley Evett	NTE \$800.00	Thurman Francis	School Funds-Soccer	Soccer Field Maintenance at Smyrna Middle School Fall 2019 + Spring 2020
Scotty Garrison (6)	NTE \$1,500.00	Blackman High	School Funds-Wrestling	Bus Driver
Jovan Quallo	NTE \$6,000.00	Blackman High	BHS Band Boosters	Private Lessons

Joshua Scalf	\$25/Lesson	Blackman Middle	School Funds-Band	Private + Group Instruction on low brass
Andres Irrarrazabal	NTE \$3,000.00	Riverdale High	School Funds-Boys Basketball	Assistant Boys Basketball Coach
Autumn Stewart	\$20/practice session	Rock Springs Middle	School Funds-Swimming	Lifeguard
Jonathan Garner	NTE \$1,000.00	Siegel High	Siegel Football Boosters	Assistant Football Coach
Jacob Marlow	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Private Lessons
John Sharp	NTE \$500.00	Siegel High	Siegel Football Boosters	Assistant Football Coach
Autumn Gates	NTE \$2,800.00	Siegel Middle	School Funds-Dance	Choreographer/Dance Assistant
Kyle Mooney	NTE \$2,000.00	Smyrna High	School Funds-Baseball	Assistant Baseball Coach
Kyle Tilghman	NTE \$2,000.00	Smyrna High	School Funds-Baseball	Assistant Baseball Coach
Jennifer Dunlap	NTE \$3,000.00	Stewarts Creek High	School Funds-General Athletics	Concession Manager
Bethany Cardenas	\$20/Lesson	Stewarts Creek Middle	SCM Music Boosters	Voice Lessons
John Meler	\$20/Lesson	Stewarts Creek Middle	SCM Music Boosters	Voice Lessons
Juliet Oncale (2)	Hourly	Blackman High	School Funds-General	Friday School Administrator
Corbin Foster (2)	Hourly	Cedar Grove Elementary	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year
Hayden Iwanciw (2)	Hourly	Cedar Grove Elementary	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year
Zephania Dykes (2)	Hourly	Riverdale High	School Funds-Dance	Choreography for Dance Team-Not to exceed \$3,000 during school year
Lynn Dunlap (2)	Hourly	Stewarts Creek High	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year

Kerry Malone (2)	Hourly	Stewarts Creek High	School Funds- Football + Basketball	Football + Basketball Announcer
---------------------	--------	------------------------	---	------------------------------------

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 2019-2020 school year:**

<u><b>Name</b></u>	<u><b>School</b></u>	<u><b>Sport</b></u>
<b>Bethany Cardenas</b>	<b>Stewarts Creek Middle School</b>	<b>Choir</b>
<b>Jacob Marlow</b>	<b>Siegel High School</b>	<b>Band</b>
<b>Derek Meler</b>	<b>Stewarts Creek Middle School</b>	<b>Choir</b>
<b>Jovan Quallo</b>	<b>Blackman High School</b>	<b>Band</b>
<b>Joshua Scalf</b>	<b>Blackman Middle School</b>	<b>Band</b>
<b>Boyd Harvill</b>	<b>Central Magnet</b>	<b>Trap</b>
<b>Lisa Warley</b>	<b>Buchanan Elementary</b>	<b>Archery</b>
<b>Jerrold Clay</b>	<b>Buchanan Elementary</b>	<b>Archery</b>
<b>Lawrence Segree</b>	<b>Thurman Francis</b>	<b>Basketball/Boys</b>
<b>Joanne Parker</b>	<b>Thurman Francis</b>	<b>Swimming</b>
<b>Dustin Cox</b>	<b>Thurman Francis</b>	<b>Baseball</b>
<b>Craig Watkins</b>	<b>Riverdale High School</b>	<b>Halftimers</b>
<b>Mary Watkins</b>	<b>Riverdale High School</b>	<b>Halftimers</b>
<b>Alexis (Shelby) Parker</b>	<b>Oakland High School</b>	<b>Soccer</b>
<b>Chris Ellis</b>	<b>Eagleville</b>	<b>Basketball/Boys</b>
<b>Zachary Newman</b>	<b>Central Magnet</b>	<b>Baseball</b>
<b>Elizabeth Gibson</b>	<b>Buchanan Elementary</b>	<b>Archery</b>
<b>Philip Pinion</b>	<b>Eagleville Middle School</b>	<b>Basketball/Girls</b>
<b>Byron Smith</b>	<b>Blackman High School</b>	<b>Wrestling</b>
<b>Brittany Marks</b>	<b>Oakland High School</b>	<b>Cheerleading</b>

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

#### **6. VISITORS**

**7. RECOGNITIONS**

**National Merit Semifinalists**

**Central Magnet School**

**Aiden Brown**

**Allan Burleson**

**Nathaniel Cardel**

**Skye DuPree**

**Isabella Goodnight**

**Elise Jones**

**Anderson King**

**Jacob Klassen**

**Rachel Qualls**

**Isabella Reish**

**Yeongseo Son**

**Kendall Sprague**

**Joshua Stuecke**

**Faith Viers**

**Oakland High School**

**Hannah Summey**

**Cooper Wylie**

**Blackman High School**

**Jeffery Wilson**

**8. SCHOOL SAFETY (TAB 2)**

The TN Safe Schools funding for RCS this year is \$889,760.00. Per State Law, the School Board must approve the budget. David Crim submits the Budget for allocation of these attached. Mr. Crim, along with engineering and Construction have worked together on this budget and request approval.

**Recommend Approval---motion to** approve the 2019-2020 Safe Schools Budgeted expenditures as presented.

**9. DAVID YOUREE PTO (TAB 3)**

David Youree Elementary School has an approved PTO. Due to rezoning, the leading parents of the PTO were rezoned to Rocky Fork Elementary School. As a result, the bank account and other information migrated to Rocky Fork Elementary as well. New parents from David Youree Elementary School have stepped in and updated the Secretary of State Filing, opened a new bank account, and taken over operation of the PTO. In light of the changes, DYE PTO is seeking to renew the approval from the Board to allow its continued operation.

**Recommended Approval---motion to approve David Youree Elementary PTO as the Board Recognized PTO for David Youree Elementary School.**

**10. RECLASSIFICATION OF RTI COACH TO INSTRUCTION COACH  
(For Information Only)**

**11. 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.**

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

<b>*Cub Scouts</b>	<b>Meetings (WHE)</b>
<b>*Fit Kids America</b>	<b>Afterschool Program (Barfield)</b>
<b>*Girl Scouts</b>	<b>Meetings (RvE, RFM, SCE)</b>
<b>*OMS Junior Theater Festival Group &amp; Center Stage Academy</b>	<b>Talent Show (OMS)</b>
<b>*Ruth. Co. Sheriff's Office TWRA &amp; RCS</b>	<b>SRO DRIVE program (LE)</b>
<b>*Walter Hill PTO</b>	<b>Holiday Market (WHE)</b>

**\*no fee in lieu of in-kind contribution outlined in a MOU, subject to approval of policy revisions and MOU provisions; fee will be assessed retroactively if policy denied**

Note: Facility use for 9/18/19 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.

**12. POLICY COMMITTEE RECOMMENDATIONS (TAB 4)**

**The Policy Committee met on August 8, 2019. The following list of policy changes have been recommended for adoption by the Board, and such adoption shall require two readings by the Board. A change to Policy 3.206, Community Use of Facilities was discussed at the Policy Meeting, but in light of additional legal research, that version of the Policy has been taken off notice.**

**1. Policy 1.101: Role of the Board of Education**

Policy 1.101 is amended with a full rewrite to reflect the TSBA's suggested language. The TSBA noted frequent questioning from Boards and the community regarding the Board's legal authority. This rewrite specifically clarifies the legal authority the Board possesses rather than listing generalized powers.

**2. Policy 1.406: Minutes**

Policy 1.406 has been updated to add a reference to Public Acts of 2019, Chapter No. 248, which clarified that minutes may be posted online.

**3. Policy 1.803: Tobacco and Vape-Free Schools**

Policy 1.803 is amended to clarify that school employees and members of the public cannot smoke or vape on school grounds under Tennessee Law.

**4. Policy 1.804: Alcohol and Drugs in the Workplace**

Policy 1.804 is updated to reflect the TSBA's proposed policy. This adds definitions of "workplace", "illegal drugs", "unauthorized drugs", and "alcohol". It also clarifies the authority the Director of Schools has in determining discipline for employees that violate the policy.

**5. Policy 2.403: Surplus Property Sales**

Policy 2.403 is updated to reflect a law change raising the threshold for items that may be declared surplus property from \$250 to \$500, and removing the requirement the property be sold in ninety days.

**6. Policy 2.805: Purchasing**

Policy 2.805 is updated to reflect the use of a designee for purchasing, add guidance on online purchasing, and update terminology.

**7. Policy 2.8051: Credit Cards/Credit Lines**

Policy 2.8051 is proposed as a full replacement for the previously-existing policy. The previous edition has not been updated since 2012. The new proposed language is the TSBA model language. The previous guidance has been moved to a proposed procedure where details about internal operation are more appropriate.

**8. Policy 3.202: Emergency Preparedness Plan**

**Policy 3.202 is updated to reflect a law change that clarified that all schools must have an AED. The requirement to produce written copies of emergency procedures to all staff, students, and parents is removed because it is not required, and the procedures can be made available online. Language requiring principals regularly check fire extinguishers was moved under the correct section header. Language directing procedures be created related to AED and CPR training has been added to mirror TSBA policy suggestions.**

**9. Policy 4.602: Grade Point Average (GPA) and Class Rank (9-12)**

**Policy 4.602 is updated to add back the method in which students from the graduating classes of 2020 to 2022 can earn valedictorian/salutatorian designations. This is the same method previously applicable to all classes. The graduating class of 2023 will need to meet the new method adopted by the Board in June 2019. The change is proposed to eliminate confusion on which standard applies.**

**10. Policy 4.605: Graduation Requirements**

**Policy 4.605 is updated to reflect the new law that requires all students pass the US civics test prior to graduation. The Special Education section has been updated to structure the requirements clearly, and added information about the Alternate Academic Diploma. Specific testing benchmarks are removed from the Early Graduation section. Duplicative language is deleted, and small organizational changes have been made.**

**11. Policy 4.700: Testing Programs**

**Policy 4.700 is updated to include TNReady and EOC grade percentages for the 2019-2020 school year and beyond. Interest Inventory and Career Assessment guidance is added in light of a recent law change. Small language changes and headers are added to align the policy to the TSBA model policy and to add clarity.**

**12. Policy 5.200: Separation Practices for Tenured Teachers**

**Policy 5.200 is amended by adding a third ground to when it is permissible to break a contract, and updating the requirement to report breaches from the Commissioner of the Department of Education to the State Board of Education based on a new law.**



**13. Policy 5.201: Separation Practices for Non-Tenured Teachers**

**Policy 5.201 is amended by adding a third ground to when it is permissible to break a contract, and updating the requirement to report breaches from the Commissioner of the Department of Education to the State Board of Education based on a new law.**

**14. Policy 5.302: Sick Leave**

**Policy 5.302 is amended to reflect the changes agreed upon in the memorandum of Understanding formed by the collaborative conferencing process. Bereavement leave is increased from two to three days, and the familial relationships are expanded to include step family and foster children. One day may be taken for deaths of cousins, aunts, uncles, nieces, or nephews, and additional days may be taken as sick days with principal permission.**

**15. Policy 5.303: Personal and Professional Leave**

**Policy 5.303 is amended to reflect the changes agreed upon in the Memorandum of Understanding formed by the collaborative conferencing process. A process for allowing personal days to accrue based on a certified employee's years of service is added.**

**16. Policy 6.2011 Voluntary Pre-K Attendance**

**Policy 6.2011 is updated to reflect contact information for the new District Voluntary Pre-K Contact.**

**17. Policy 6.308: Bus Safety and Conduct**

**Policy 6.308 is updated to reflect a change in the law requiring adoption of a policy establishing a retention period for, and mechanism for parents/guardians to view, bus videos.**

**18. Policy 3.218: Service Animals in District Facilities**

**Policy 3.218 add procedures for service animals on school properties. The policy is directly in line with the regulations of the Americans with Disabilities Act, and it is verbatim the model policy of the TSBA.**

**19. Policy 4.206: Homebound Instruction**

**Policy 4.206 sets out the basic requirements for homebound instruction. RCS already offers homebound services, but it has not formally adopted a policy. This is the TSBA's model policy.**

**20. Policy 5.308: Sabbatical Leave**

**Policy 5.308 is created to reflect a proposal agreed upon in the Memorandum of Understanding formed by the collaborative conferencing process. This policy creates an opportunity for employees to take up to one year of sabbatical leave for full-time educational purposes.**

**21. Policy 6.506: Students from Military Families**

**Policy 6.506 is a newly-proposed policy from the TSBA. The policy creates one central location for provisions that apply to students from military families. The attendance policy is restated from Policy 6.200 Attendance, and language related to a new law requiring enrollment of students being relocated through the military to the district.**

**Recommend Approval---motion to approve the above listed policies as recommended by the Policy Committee on second reading.**

**SECOND ITEM**

**Policy Change Proposal: Policy 3.206 Community Use of Facilities**

**In order to ensure equal access to facilities by non-profit organizations in the Rutherford County Community, the attached amendment to Policy 3.206 is recommended to this Board for adoption on first reading. This language allows 501(3)(c) organizations to request to pay for use of facilities through in-kind services equal to or greater than the value of the fee that would have otherwise been imposed. The organization must obtain approval from the Director of Schools and enter into a written memorandum of Agreement to memorialize the proposed in-kind service.**

**Recommended Approval---motion to approve the amendment to Policy 3.206 as recommended by the Director of Schools on second reading.**

- 13. INSURANCE UPDATE**
- 14. DIRECTOR'S UPDATE**
- 15. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**
- 16. FEDERAL RELATIONS NETWORK (FRN) UPDATE**
- 17. GENERAL DISCUSSION**
- 18. ADJOURNMENT**

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

**Minutes of September 5, 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**

**Director of Schools, Bill Spurlock, called the meeting to order at 5:00 P.M. Board Member Jim Estes led the Pledge of Allegiance.**

**2. MOMENT OF SILENCE**

**The Director of Schools called for a moment of silence.**

**3. ELECTION OF 2019-2020 BOARD OFFICERS**

**A. Chairman**

Motion made by Mr. Young, seconded by Mr. Jordan, to nominate Mr. Jim Estes as Chairman of the Board for 2019-2020.

**Vote: All Yes**

**B. Vice Chairman**

Motion made by Mr. Hodge, seconded by Mr. Jordan, to nominate Mr. Coy Young as Vice Chairman of the Board for 2019-2020.

**Vote: All Yes**

#### **4. APPROVAL OF AGENDA**

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

**Vote: All Yes**

#### **5. APPROVAL OF CONSENT AGENDA**

##### **A. Minutes: August 15, 2019 Board Meeting**

##### **B. Community Use of Facilities**

##### **C. Title I Contracts**

- **Literacy First, LLC Agreement**
- **Belhaven Consulting Inc. Agreement**
- **Cedar Grove Residential Treatment Center Agreement**
- **LaVergne Middle School and Mindset's Inc.**
- **Extended Contract Lia Beachboard**

##### **D. Financial Matters**

##### **1. Approve School Activity Accounts Receivable and Accounts Payable**

**The Activity Funds for various schools had \$4,793.88 in outstanding accounts receivable and \$21,813.36 in outstanding accounts payable as of June 30, 2019. These are routine accounting transactions that were incomplete as of June 30, 2019. They have been reflected in the school's audited financial statements and need Board approval each year.**

##### **2. Matlock Clements, PC-extend audit contract for 2019-2020**

**The Budget and Finance Department would like to extend the contract to audit the School Activity Funds and perform the Cafeteria Fund compliance work to Matlock Clements, PC for the 2019-2020 school year. The Board Approved Audit RFP 15-04 on September 1, 2015 with an option to renew for up to four years. The price to conduct the current fiscal year audit and compliance work will be \$62,908**

##### **E. Routine Bids**

**Bid #3416 – Orlando, FL Band Trip-OMS**

**Bid #3429 – Technology and Multimedia Equipment**

**Bid #3431 – Athletic Trainer Equipment**

**Request to Purchase:**

The Maintenance Department would like to purchase from TN Statewide Contract #209 (2) Two 2020 Chevy Silverado 2500 HD (CC20903) 2 WD Trucks with service beds and ladder racks from Wilson County Motors at a cost of \$34,359.24 each for a total cost of \$68,718.48. To be funded from the Maintenance Department.

The Maintenance Department would like to purchase from TN statewide Contract #209 (1) One 2020 Chevy Silverado 1500 (CK10543) 4WD Truck from Wilson County Motors at a cost of \$34,488.75. To be funded from the Maintenance Department.

**Request to Purchase:**

The Engineering and Construction Department would like to replace and update the Primary and Secondary Playgrounds at Wilson Elementary School at a cost of \$257,997.00. To be purchased from Great Southern Recreation using TCPN/IPA Contract #R170304-303785. These are approved projects from Capital Project Funds.

**F. School Salary Supplements and Contract Payments:**

<b>Name</b>	<b>Amount</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
<b>Ronnie Bray</b>	<b>NTE \$4,500.00</b>	<b>Blackman High</b>	<b>School Funds-Wrestling</b>	<b>Open + supervise facilities during school breaks + oversee off season program</b>
<b>Eric Sacharczyk</b>	<b>NTE \$2,500.00</b>	<b>Blackman High</b>	<b>School Funds-Wrestling</b>	<b>Assistant Wrestling Coach</b>
<b>Miranda Allen</b>	<b>NTE 320.00</b>	<b>Blackman Middle</b>	<b>School Funds-Football</b>	<b>Football game filming</b>
<b>Bethany Collett</b>	<b>NTE \$700.00</b>	<b>Blackman Middle</b>	<b>School Funds-Volleyball</b>	<b>Assistant Volleyball Coach</b>
<b>Jason Scott</b>	<b>NTE \$160.00</b>	<b>Blackman Middle</b>	<b>School Funds-Football</b>	<b>Football Announcer</b>
<b>Paul Smith</b>	<b>NTE \$160.00</b>	<b>Blackman Middle</b>	<b>School Funds-Football</b>	<b>Football Clock Operator</b>
<b>Brayan Bunyi</b>	<b>NTE \$540.00</b>	<b>LaVergne Middle</b>	<b>School Funds-Basketball</b>	<b>Basketball Scorekeeper for Home Basketball Games</b>
<b>Edward Husney</b>	<b>NTE \$540.00</b>	<b>LaVergne Middle</b>	<b>School Funds-Basketball</b>	<b>Bookkeeper for Home Basketball Games</b>
<b>Jeramey Anderson</b>	<b>NTE \$2,000.00</b>	<b>Oakland High</b>	<b>Oakland Endzone Club</b>	<b>Assistant Football Coach</b>
<b>Vladimir Borombozin</b>	<b>NTE \$500.00</b>	<b>Oakland High</b>	<b>Oakland Endzone Club</b>	<b>Assistant Football Coach</b>
<b>Joshua Conner</b>	<b>NTE \$500.00</b>	<b>Oakland High</b>	<b>Oakland Endzone Club</b>	<b>Assistant Football Coach</b>
<b>Brad Cowan</b>	<b>NTE \$2,000.00</b>	<b>Oakland High</b>	<b>Oakland Endzone Club</b>	<b>Maintain practice field</b>
<b>Brad Cowan</b>	<b>NTE \$3,000.00</b>	<b>Oakland High</b>	<b>Oakland Endzone Club</b>	<b>Assistant Football Coach</b>

<b>Kevin Creasy</b>	<b>NTE \$8,000.00</b>	<b>Oakland High</b>	<b>Oakland Endzone Club</b>	<b>Head Football Coach</b>
<b>Dakota Crews</b>	<b>NTE \$1,000.00</b>	<b>Oakland High</b>	<b>Oakland Endzone Club</b>	<b>Assistant Football Coach</b>
<b>Gene Hudson</b>	<b>NTE \$2,000.00</b>	<b>Oakland High</b>	<b>School Funds-Football</b>	<b>Jumbotron Operator</b>
<b>Stephen Jackson</b>	<b>NTE \$4,500.00</b>	<b>Oakland High</b>	<b>Oakland Endzone Club</b>	<b>Assistant Football Coach/Weight room</b>
<b>Michael Parker</b>	<b>NTE \$500.00</b>	<b>Oakland High</b>	<b>Oakland Endzone Club</b>	<b>Assistant Football Coach</b>
<b>David Watson</b>	<b>NTE \$3,000.00</b>	<b>Oakland High</b>	<b>Oakland Endzone Club</b>	<b>Assistant Football Coach</b>
<b>Mitzi Wilson (6)</b>	<b>NTE \$2,500.00</b>	<b>Oakland High</b>	<b>School Funds-Football</b>	<b>Bus Driver</b>
<b>Kevin Wright (6)</b>	<b>NTE \$1,300.00</b>	<b>Oakland High</b>	<b>School Funds-Variou s</b>	<b>Bus Driver</b>
<b>Chris Biggs (6)</b>	<b>NTE \$4,000.00</b>	<b>Riverdale High</b>	<b>School Funds-Variou s</b>	<b>Bus Driver</b>
<b>Matt Crossley</b>	<b>NTE \$1,000.00</b>	<b>Riverdale High</b>	<b>Riverdale Band Boosters</b>	<b>Band Camp/Summer work</b>
<b>Josh Haley</b>	<b>NTE \$800.00</b>	<b>Riverdale High</b>	<b>School Funds-Boys Basketball</b>	<b>Basketball weights</b>
<b>Tiffany Phillips (6)</b>	<b>NTE \$2,000.00</b>	<b>Riverdale High</b>	<b>School Funds-Variou s</b>	<b>Bus Driver</b>
<b>Katie Reiff</b>	<b>NTE \$2,000.00</b>	<b>Riverdale High</b>	<b>Riverdale Softball Boosters</b>	<b>Assistant Softball Coach</b>
<b>Bryan Staats (6)</b>	<b>NTE \$4,000.00</b>	<b>Riverdale High</b>	<b>School Funds-Variou s</b>	<b>Bus Driver</b>
<b>Kevin Woodson (6)</b>	<b>NTE \$4,000.00</b>	<b>Riverdale High</b>	<b>School Funds-Variou s</b>	<b>Bus Driver</b>
<b>Greg Baughn (6)</b>	<b>NTE \$5,000.00</b>	<b>Rockvale High</b>	<b>School Funds-Variou s</b>	<b>Bus Driver</b>
<b>David Givens (6)</b>	<b>NTE \$5,000.00</b>	<b>Rockvale High</b>	<b>School Funds-Variou s</b>	<b>Bus Driver</b>
<b>Kevin Jones (6)</b>	<b>NTE \$5,000.00</b>	<b>Rockvale High</b>	<b>School Funds-Variou s</b>	<b>Bus Driver</b>
<b>Scott Kinney</b>	<b>NTE \$500.00</b>	<b>Rockvale High</b>	<b>School Funds-Band</b>	<b>Brass Sectionals</b>

<b>James Nelson (6)</b>	<b>NTE \$5,000.00</b>	<b>Rockvale High</b>	<b>School Funds- Various</b>	<b>Bus Driver</b>
<b>Bradley Johnson</b>	<b>NTE \$1,000.00</b>	<b>Rocky Fork Middle</b>	<b>School Funds- Boys Basketball</b>	<b>Assistant Boys Basketball Coach</b>
<b>Tommy Entrekin (6)</b>	<b>NTE \$5,000.00</b>	<b>Siegel High</b>	<b>School Funds- Various</b>	<b>Bus Driver</b>
<b>Patricia Evans (6)</b>	<b>NTE \$5,000.00</b>	<b>Siegel High</b>	<b>School Funds- Various</b>	<b>Bus Driver</b>
<b>Henry Fields</b>	<b>NTE \$4,000.00</b>	<b>Siegel High</b>	<b>Various School and Outside Groups</b>	<b>Building Supervision/Run technical equipment</b>
<b>Henry Fields</b>	<b>NTE \$500.00</b>	<b>Siegel High</b>	<b>School Funds- Various</b>	<b>Announcing/Sound Engineer/Run Scoreboard</b>
<b>Henry Fields</b>	<b>NTE \$1,500.00</b>	<b>Siegel High</b>	<b>School Funds- Baseball</b>	<b>Off-Season field maintenance</b>
<b>Sarah Green</b>	<b>NTE \$1,000.00</b>	<b>Siegel High</b>	<b>School Funds- Football + Boys and Girls Basketball</b>	<b>Ticket Taker/Seller/Ticket Manager for Football + Basketball</b>
<b>Dallas Hill</b>	<b>NTE \$500.00</b>	<b>Siegel High</b>	<b>School Funds- Football</b>	<b>Scoreboard Operator</b>
<b>Dallas Hill</b>	<b>NTE \$5,000.00</b>	<b>Siegel High</b>	<b>Various School and Outside Groups</b>	<b>Supervise groups in building + run light board</b>
<b>Dallas Hill</b>	<b>NTE \$2,500.00</b>	<b>Siegel High</b>	<b>School Funds- Admin</b>	<b>Bus Duty</b>
<b>Jay Seals</b>	<b>NTE \$1,000.00</b>	<b>Siegel High</b>	<b>Volleyball Boosters</b>	<b>Scorekeeper</b>
<b>Monica West</b>	<b>NTE \$2,500.00</b>	<b>Siegel High</b>	<b>School Funds- Volleyball</b>	<b>Assistant Volleyball Coach</b>
<b>Solomon Afful</b>	<b>NTE \$3,000.00</b>	<b>Blackman High</b>	<b>School Funds- Track &amp; Field</b>	<b>Assistant Track &amp; Field Coach</b>
<b>Michael George</b>	<b>\$20/lesson</b>	<b>Blackman Middle</b>	<b>School Funds- Band</b>	<b>Private Lessons</b>
<b>Tonya Lawson</b>	<b>\$25/lesson</b>	<b>Blackman Middle</b>	<b>School Funds- Band</b>	<b>Private Lessons</b>
<b>Maureen Moeller</b>	<b>\$20/lesson</b>	<b>Blackman Middle</b>	<b>School Funds- Band</b>	<b>Private Lessons</b>

<b>Wilson Sharpe</b>	<b>\$20/lesson</b>	<b>Blackman Middle</b>	<b>School Funds-Band</b>	<b>Private Lessons</b>
<b>Ian Alward</b>	<b>NTE \$5,500.00</b>	<b>Oakland High</b>	<b>School Funds-Band</b>	<b>Teaching percussion section</b>
<b>Russell Clark</b>	<b>NTE \$500.00</b>	<b>Oakland High</b>	<b>Oakland Endzone Club</b>	<b>Assistant Football Coach</b>
<b>Alexandria Johnson</b>	<b>NTE \$2,000.00</b>	<b>Oakland High</b>	<b>Oakland Girls Basketball Boosters</b>	<b>Assistant Girls Basketball Coach</b>
<b>Joshua Moulder</b>	<b>NTE \$2,500.00</b>	<b>Oakland High</b>	<b>School Funds-Choir</b>	<b>Teaching and assistant teaching in music programs</b>
<b>Carson Perry</b>	<b>NTE \$3,000.00</b>	<b>Oakland High</b>	<b>Oakland Swim Boosters</b>	<b>Assistant Swimming Coach</b>
<b>Madison Schrock</b>	<b>NTE \$750.00</b>	<b>Oakland High</b>	<b>School Funds-Girls Soccer</b>	<b>Assistant Girls Soccer Coach</b>
<b>Justin Wade</b>	<b>NTE \$1,000.00</b>	<b>Oakland High</b>	<b>Oakland Endzone Club</b>	<b>Assistant Football Coach</b>
<b>Jackson Ayers</b>	<b>NTE \$1,500.00</b>	<b>Riverdale High</b>	<b>Riverdale Band Boosters</b>	<b>Drum Tech</b>
<b>Nathan Hargis</b>	<b>NTE \$1,000.00</b>	<b>Riverdale High</b>	<b>Riverdale Band Boosters</b>	<b>Band Staff-Fall</b>
<b>Jordan Peyton</b>	<b>NTE \$1,900.00</b>	<b>Riverdale High</b>	<b>Riverdale Cheer Boosters</b>	<b>Assistant Cheer Coach</b>
<b>Kelsey Woodruff</b>	<b>NTE \$1,500.00</b>	<b>Riverdale High</b>	<b>Riverdale Softball Boosters</b>	<b>Administrative Field Maintenance</b>
<b>Curtis Vanzandt</b>	<b>NTE \$10,000.00</b>	<b>Rockvale High</b>	<b>School Funds Band</b>	<b>Private Saxophone Lessons</b>
<b>Austin Barry</b>	<b>NTE \$3,000.00</b>	<b>Siegel High</b>	<b>Siegel Band Boosters</b>	<b>Assisting with teaching</b>
<b>Eric Bonner</b>	<b>NTE \$1,200.00</b>	<b>Siegel High</b>	<b>School Funds-Boys Basketball</b>	<b>Assistant Boys Basketball Coach</b>
<b>Hayli Meeks</b>	<b>NTE \$1,500.00</b>	<b>Siegel High</b>	<b>Siegel Girls Soccer Boosters</b>	<b>Assistant Women's Soccer Coach</b>
<b>Lauren Patterson</b>	<b>NTE \$2,000.00</b>	<b>Siegel High</b>	<b>Siegel Band Boosters</b>	<b>Electronic Engineer/Pit Instructor</b>
<b>Benjamin Shaw</b>	<b>NTE \$3,000.00</b>	<b>Siegel High</b>	<b>Siegel Band Boosters</b>	<b>Visual Coordinator</b>



<b>Holly Smith</b>	<b>NTE \$5,000.00</b>	<b>Siegel High</b>	<b>Siegel Band Boosters</b>	<b>Private Horn Lessons</b>
<b>Elizabeth Bullen</b>	<b>NTE \$15,000.00</b>	<b>Stewarts Creek High</b>	<b>School Funds Band + Band Boosters</b>	<b>Color Guard Instruction</b>
<b>Jonathan Conley</b>	<b>NTE \$2,500.00</b>	<b>Stewarts Creek High</b>	<b>School Funds- Cross Country + Track</b>	<b>Assistant Cross Country + Track Coach</b>
<b>Bailey Mason</b>	<b>NTE \$2,000.00</b>	<b>Stewarts Creek High</b>	<b>School Funds- Volleyball</b>	<b>Assistant Volleyball Coach</b>
<b>Allison Meek</b>	<b>NTE \$15,000.00</b>	<b>Stewarts Creek High</b>	<b>School Funds Band + Band Boosters</b>	<b>Color Guard Instructor</b>
<b>Voyn Hogan (2)</b>	<b>Hourly</b>	<b>LaVergne Middle</b>	<b>Various Outside and School Groups</b>	<b>Additional Custodial work for the 2019/2020 school year</b>
<b>Carlos Soto (2)</b>	<b>Hourly</b>	<b>Stewarts Creek Elementary</b>	<b>Various Outside and School Groups</b>	<b>Additional Custodial work for the 2019-2020 school year</b>
<b>Lynn Dunlap (2)</b>	<b>Hourly</b>	<b>Stewarts Creek High</b>	<b>Various Outside and School Groups</b>	<b>Additional Custodial work for the 2019-2020 school year</b>
<b>Kerry Malone (2)</b>	<b>Hourly</b>	<b>Stewarts Creek High</b>	<b>School Funds- Football + Basketball</b>	<b>Announcer for Football + Basketball</b>
<b>Margorie Cameron (2)</b>	<b>Hourly</b>	<b>Stewartsboro</b>	<b>Various Outside and School Groups</b>	<b>Additional Custodial work for the 2019-2020 school year</b>
<b>Cindy Warrick (2)</b>	<b>Hourly</b>	<b>Stewartsboro</b>	<b>Various Outside and School Groups</b>	<b>Cleaning after use of facilities</b>

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 2019-2020 school year:**

<b><u>Name</u></b>	<b><u>School</u></b>	<b><u>Sport</u></b>
<b>Ian Alward</b>	<b>Oakland High School</b>	<b>Band</b>
<b>Jackson Ayers</b>	<b>Riverdale High School</b>	<b>Band</b>
<b>Austin Barry</b>	<b>Siegel High School</b>	<b>Band</b>
<b>Elizabeth Bullen</b>	<b>Stewarts Creek High School</b>	<b>Band</b>
<b>Michael George</b>	<b>Blackman Middle School</b>	<b>Band</b>
<b>Nathan Hargis</b>	<b>Riverdale High School</b>	<b>Band</b>
<b>Jacob Hendley</b>	<b>Central magnet School</b>	<b>Guitar Inst.</b>
<b>Tonya Lawson</b>	<b>Blackman Middle School</b>	<b>Band</b>
<b>Allison Meek</b>	<b>Stewarts Creek High School</b>	<b>Band</b>
<b>Maureen Moeller</b>	<b>Blackman Middle School</b>	<b>Band</b>
<b>Joshua Moulder</b>	<b>Oakland High School</b>	<b>Band</b>
<b>Lauren Patterson</b>	<b>Siegel High School</b>	<b>Band</b>
<b>Wilson Sharpe</b>	<b>Blackman Middle School</b>	<b>Band</b>
<b>Benjamin Shaw</b>	<b>Siegel High School</b>	<b>Band</b>
<b>Holly Smith</b>	<b>Siegel High School</b>	<b>Band</b>
<b>Curtis Vanzandt</b>	<b>Rockvale High School</b>	<b>Band</b>
<b>Diana Skoropat</b>	<b>Stewarts Creek High School</b>	<b>Swimming</b>
<b>Daniel Reissner</b>	<b>Riverdale High School</b>	<b>Swimming</b>
<b>Kyle Tilghman</b>	<b>Smyrna High School</b>	<b>Baseball</b>
<b>Cynthia Denise Harrell</b>	<b>Whitworth-Buchanan MS</b>	<b>Archery</b>
<b>Justin Wade</b>	<b>Oakland High School</b>	<b>Football</b>
<b>Steven Music</b>	<b>Stewarts Creek High School</b>	<b>Tennis</b>
<b>Jody Hobbs</b>	<b>Blackman High School</b>	<b>Archery</b>
<b>Jodone Harris</b>	<b>Blackman High School</b>	<b>Dance</b>
<b>Soloman Afful</b>	<b>Blackman High School</b>	<b>Track</b>
<b>Eric Bonner</b>	<b>Siegel High School</b>	<b>Basketball/Boys</b>
<b>Jeffrey Hite</b>	<b>Wilson Elementary</b>	<b>Archery</b>
<b>Alexandria Johnson</b>	<b>Oakland High School</b>	<b>Basketball/Girls</b>
<b>Kyle Mooney</b>	<b>Smyrna High School</b>	<b>Baseball</b>
<b>Andres Irarrazabel</b>	<b>Riverdale High School</b>	<b>Basketball/Boys</b>
<b>Michael Bannister</b>	<b>Stewarts Creek High School</b>	<b>Football</b>
<b>Christine Cranton</b>	<b>Buchanan Elementary</b>	<b>Archery</b>
<b>Mike Farmer</b>	<b>Buchanan Elementary</b>	<b>Archery</b>
<b>Camilla Leverette</b>	<b>Buchanan Elementary</b>	<b>Archery</b>
<b>Taylor Tickner</b>	<b>Siegel High School</b>	<b>Wrestling</b>
<b>Preston Hurley</b>	<b>Siegel High School</b>	<b>Softball</b>
<b>Steven Craig</b>	<b>Siegel High School</b>	<b>Wrestling</b>

<b>Jerry Gardner</b>	<b>Rockvale Middle School</b>	<b>Softball</b>
<b>Terri Frazier</b>	<b>Rockvale Middle School</b>	<b>Basketball/Girls</b>
<b>Lucas Williams</b>	<b>Stewarts Creek High School</b>	<b>Football</b>
<b>Christina Traugher</b>	<b>Thurman Francis</b>	<b>Cross Country</b>
<b>Ben Baldwin</b>	<b>Rock Springs Middle School</b>	<b>Football</b>
<b>Karim Pankey</b>	<b>Oakland High School</b>	<b>Football</b>
<b>Kara Stoecker</b>	<b>LaVergne High School</b>	<b>Volleyball</b>
<b>Meredith Prater</b>	<b>Rocky Fork Middle School</b>	<b>Soccer</b>
<b>Riley Weaver</b>	<b>Rockvale High School</b>	<b>Swim</b>
<b>Madison Schrock</b>	<b>Oakland High School</b>	<b>Soccer</b>
<b>Krista Murphree</b>	<b>Thurman Francis</b>	<b>Cheer</b>
<b>Brett Hoehn</b>	<b>Riverdale High School</b>	<b>Swimming</b>
<b>Marqus Johns</b>	<b>Oakland Middle School</b>	<b>Basketball/Boys</b>

Motion made by Mr. Young, seconded by Mr. Hodge, to approve the consent agenda items as presented.

**Vote: All Yes**

## **6. VISITORS**

**Ms. Lane Cronan, representing Moms Demand Action, addressed the Board for the purpose of joining a campaign - Be Smart Moms Demand Action.**

## **7. RECOGNITIONS**

**The Director of Schools recognized the following 2019-2020 Reward School Recipients for an outstanding job:**

- **Barfield Elementary School – Judy Goodwin**
- **Cedar Grove Elementary School – Paige Jorge**
- **Central Magnet School – Dr. John Ash**
- **H. P. Campus School – Dr. Sherry King**
- **John Colemon Elementary School – Christy Brown**
- **Kittrell Elementary School – Ynetia Avant**
- **LaVergne Middle School – Cary Holman**
- **Rock Springs Elementary School – Stephen Lewis**
- **Rockvale Middle School – Fred Barlow**
- **Rocky Fork Middle School – Jennifer Clark**
- **Stewartsboro Elementary School – Dr. Larissa Westerfield**
- **Stewarts Creek Elementary School – Tina Turner**
- **Stewarts Creek Middle School – Letoni Murry**
- **Thurman Francis Arts Academy - Jeff McCann**

## **8. TRANSPORTATION**

**Pursuant to Section 16.1 of the Rutherford County Board of Education Bus Contract, the Transportation Dept. has received a letter dated 8/27/2019 from Casey Leonard, part owner of C&G LLC, contractor of bus #232, requesting voluntary termination of his contract with the Board. He has requested that the contract be awarded to his business partner Gregg Brown who owns the bus, is the primary driver, and handles all bus related work. The Transportation Department has three years of good standing with Gregg Brown and is prepared to award this contract to him if approved.**

Motion made by Mr. Young, seconded by Mr. Jordan, to approve voluntary transfer of the Bus Contract from C&G Busing LLC, bus #232, to Gregg Brown effective as soon as possible.

**Vote: All Yes**

**Pursuant to Section 3.8 of the Rutherford County Board of Education Bus Contract, the Transportation Dept. has received a letter dated 8/19/2019 from Brenda Sanders requesting approval to replace her 25- passenger (1 wheelchair capacity) special education bus that was totaled in a non-preventable accident with a 31-passenger (2 wheelchair capacity) special education bus. The Transportation Dept. supports this request because the additional wheelchair space will reduce the miles on the route caused by making additional trips.**

Motion made by Mr. Hodge, seconded by Mrs. Johnson, to approve the 31-passenger special education bus for Brenda Sanders effective immediately.

**Vote: All Yes**

## **9. SPECIAL EDUCATION AGREEMENTS**

### **1. Contractual Agreement with Peabody College of Education Human Development of Vanderbilt University**

**The contract with Peabody College of Education Human Development of Vanderbilt University is for training on teaching gifted learners through a variety of professional development sessions. The total cost not to exceed \$26,250.00 during the 2019-2020 school year and will be paid from grant funds for the Gifted Education Cluster Grouping Project.**

Motion made by Mrs. Moore, seconded by Mr. Hodge, to approve the Contractual Agreement with Peabody College of Education Human Development of Vanderbilt University. Not to exceed \$26,250.00 during the 2019-2020 school year. Paid from Grant Funds for the Gifted Education Cluster Grouping Project.

**Vote: All Yes**

## **2. Purchase of student licenses and training for EASY CBM progress monitoring**

**The Following items have been budgeted for using IDEA Discretionary Supplemental Funds. These licenses are to be used for students with disabilities.**

- 1. \$13,545.00 for student software licenses for progress monitoring.**
- 2. \$2,800.00 for In-service/staff development to train on using the progress monitoring tool.**

Motion made by Mr. Young, seconded by Mr. Hodge, to approve purchase of EASY CBM licenses and professional development for use with students with disabilities not to exceed \$16,345.49 to be paid from IDEA Discretionary Supplemental Funds during the 2019-2020 school year.

**Vote: All Yes**

## **10. APPROVAL OF INSTRUCTIONAL SOFTWARE**

**Purchase of Instructional Testing Software-The Instruction Department is requesting approval for the purchase of LAS Links Assessment software to support our English Language Learners. The cost of the software is \$24.75 per student. The assessment software will provide students the opportunity to participate in benchmark assessments that model the English Language Proficiency Assessment required for all direct serve English Language Learners. This software is needed so that our teachers can best support the language acquisition needs of our EL students and respond accordingly based on the assessment data. Additionally, ELPA is a high stakes assessment that is included as a component of district and school accountability in Tennessee.**

Motion made by Mr. Hodge, seconded by Mr. Jordan, to approve the purchase of the LAS Links assessment software at a cost of \$24.75 per student for use with all direct serve EL students in middle and high school in Rutherford County. The total cost of the software is estimated at \$30,000. High School cost is estimated at \$17,500 for 705 students and Middle School cost is estimated at \$12,500 for 505 students.

**Vote: All Yes**

## **11. 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.**

Motion made by Mr. Young, seconded by Mrs. Moore, to approve the following groups requesting fee waivers for the use of facilities to Policy 3.206:

<b>*Boy Scouts</b>	<b>Sign-Ups &amp; Meetings (BCE &amp; CGE)</b>
<b>*Cub Scouts</b>	<b>Parent Night &amp; Meetings (BhES, CGE, SCE &amp; SbES)</b>
<b>*Girl Scouts</b>	<b>Meetings (Barfield, BMS, BCE, Buchanan ES, CGE, DYE, RvES, SgMS, WHES, MES, RSE, &amp; SbES)</b>
<b>*Child Evangelism Fellowship</b>	<b>Good News Club Afterschool Program (Lascassas)</b>
<b>*Japanese Supplementary School MdTN</b>	<b>Field Day (Barfield ES)</b>
<b>Ruth. Co. Sherriff's Office TWRA &amp; RCS</b>	<b>TN Boaters Ed Course (RFES)</b>
<b>Homes for Our Troops</b>	<b>Shuttle location for key ceremony (WBMS)</b>
<b>Engineering for Kids</b>	<b>STEM enrichment after-school classes (McSE)</b>
<b>RCS K-5 Choir Fest</b>	<b>K-5 Choir Clinic &amp; Performance (WBMS-participating schools: Kittrell, Blackman ES, Buchanan ES, &amp; Christiana ES)</b>
<b>*no fee in lieu of in-kind contribution outlined in a MOU, subject to approval of policy revisions and MOU provisions; fee will be assessed retroactively if policy denied</b>	

Note: Facility use for 9/05/19 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.

**Vote: All Yes**

## **12. FACILITIES**

### **A. Professional Construction and Design Related Services**

In the past Engineering and Construction has recommended Professional Service firms based on jobs or for a certain project. We would like to begin a process of yearly bringing these firms back for your information and approval. Most of these firms have been working for RCS for many years and have always done an excellent job. However, from time to time we have need for more than one firm for a particular area and would also like to recommend a couple in that category as well. The following firms are recommended for approval:

#### **GEOTECHNICAL INVESTIGATION & CONSTRUCTION MATERIAL TESTING**

ECS Southeast, LLP  
Collier Engineering  
Goodwyn Mills and Cawood

#### **SURVEYING**

Collier Engineering  
Byrd Surveying  
Site Engineering Consultants

#### **STRUCTURAL STEEL TESTING**

Billy Melton

#### **CIVIL DESIGN**

Barge Cauthen & Associates  
Site Engineering Consultants

#### **ARCHITECTURAL DESIGN SERVICES**

Binkley Garcia Architecture and Interior Design  
OHM Advisors

#### **MPE SERVICES**

IC Thomasson and Associates  
Harpeth Park Engineering, LLC

#### **AERIAL DRONE SERVICES**

Southern Skies Drone Services

**Mr. Lee advised that more firms could be added as requested.**

Motion made by Mrs. Moore, seconded by Mr. Hodge, to approve the Professional Service Providers listed.

**Vote: All Yes**

## **B. Professional Design Services for Central Magnet School HVAC Upgrade**

**Harpeth Park Engineering has presented a design services proposal for the mechanical, plumbing and electrical work required to replace the HVAC system and the lighting to LED. Lighting proposal is design services only, while the HVAC is design, bid and construction oversight. Per the fee proposal dated August 8, 2019 for \$85,000.00 for design and bid documents. Engineering and Construction recommends a Not to Exceed contract of \$100,000.00. This price reflects a fee of approximately 2.5% of budgeted cost.**

Motion made by Mr. Jordan, seconded by Mr. Young, to approve Harpeth Park Engineering's proposal for \$100,000.00 for design services for the Central Magnet HVAC renovation and LED lighting design.

**Vote: All Yes**

## **C. Rocky Fork Elementary**

**R. G. Anderson has completed the work for Rocky Fork Elementary and has submitted deductive Change Order #3 in the amount of -\$271,933.63. This brings the final contract amount to \$28,004,447.81. Engineering and Construction has reviewed this final Change Order and recommends approval.**

Motion made by Mr. Hodge, seconded by Mrs. Johnson, to approve Change Order #3 for a credit of \$271,933.63 as presented.

**Vote: All Yes**

## **D. Tan Oaks Civil Design Fees**

**Binkley Garcia Architecture and Interior Design has submitted a fee proposal for the civil design work for the Tan Oaks three school complex. This fee is \$240,000.00 and is consistent with their present fee structure. We will be bringing the design services fee for the elementary school in the next few meetings. Engineering and Construction has reviewed this proposal and finds it acceptable.**

Motion made by Mr. Young, seconded by Mrs. Moore, to approve Binkley Garcia fee for civil design services for \$240,000.00.

**Vote: All Yes**

## **E. Tan Oaks Preliminary Schedule Draft**

**A design schedule is presented for your information and we can answer any questions that you may have.**



#### **F. Smyrna High School Fountain**

**Dr. Sherri Southerland requested to repurpose the fountain in front of the school. The plumbing for the fountain has become problematic. The school, along with Smyrna Ready Mix, have requested to cap the water lines and turn the fountain into a flowered landscape piece. Engineering and Construction has reviewed this request and finds it acceptable.**

Motion made by Ms. Sharp, seconded by Mr. Young, to approve the request to repurpose the fountain at Smyrna High School.

**Vote: All Yes**

#### **G. Smyrna High Football Turf Committee**

**Dr. Sherri Southerland requested permission to form a committee to explore the funding options for the installation of a turf football field. At this time, it is exploratory in nature and Smyrna High School will come back to the Board prior to moving forward.**

Motion made by Mr. Hodge, seconded by Ms. Sharp, to approve the formation of a fund-raising committee by Smyrna High School for the purpose of funding a turf football field.

**Vote: All Yes**

#### **H. HVAC Position Reclassification**

**The Energy Management Position was originally set up and funded through a grant to oversee the installation of our Building Automation System. The implementation of this program is coming to an end and the grant is no longer available. This position needs to modify to meet the needs of the HVAC Department. The position has been combined with a level 6 Tech Position. With the two positions combined it now has the responsibility of both a Lead Tech position and the Building Automation Maintenance position. This position requires the knowledge of both positions and will remain a 6.5 level. HR has recommended that we request approval since this is a position change in classification.**

Motion made by Mrs. Moore, seconded by Mr. Jordan, to approve the position reclassification from Energy Manager to HVAC Technician/Controls Technician.

**Vote: All Yes**

#### **I. Buchanan Elementary Sewer**

**Buchanan Elementary has the only stand-alone sewer system in our system. This system is permitted until 2021. To get this permitted again will require a large amount of money and we will continue to have to maintain and test it. There are two options open to RCS. One is an onsite sand filtration system. This would require the use of the area where the baseball field is now and not our first choice. The second option is to build a pump station and pump the sewer to the manhole on the Maples Project (see drawing exhibit). Engineering and Construction recommend this option.**

Motion made by Mr. Young, seconded by Mrs. Moore, to approve moving forward with design drawings to allow us to bid the project next spring and list as a Building Program or Capital Project for 2020-2021.

**Vote: All Yes**

#### **J. Eagle Scout Project at Stewarts Creek**

**Clark Endsley, a senior student at Stewarts Creek High School, is requesting to do his Eagle Scout Project on the campus at Stewarts Creek. Clark is proposing to build dugouts on the soccer field like Central Magnet. This project will be at no cost to the Board and has the approval of the middle and high school. Engineering and Construction will coordinate the project with Clark and his parents.**

Motion made by Mrs. Johnson, seconded by Mrs. Moore, to approve the Eagle Scout Project for dugouts at the Stewarts Creek Soccer Field at no cost to the Board.

**Vote: All Yes**

#### **K. 2020-2021 Preliminary Capital Projects List (For Information Only)**

**As we move throughout the year, Engineering and Construction will periodically bring to the Board a work in progress Capital Projects List for review, comments and questions.**

### **13. POLICY COMMITTEE RECOMMENDATIONS**

**The Policy Committee met on August 8, 2019. The following list of policy changes have been recommended for adoption by the Board, and such adoption shall require two readings by the Board. A change to Policy 3.206, Community Use of Facilities was discussed at the Policy Meeting, but in light of additional legal research, that version of the Policy has been taken off notice.**

**1. Policy 1.101: Role of the Board of Education**

**Policy 1.101 is amended with a full rewrite to reflect the TSBA's suggested language. The TSBA noted frequent questioning from Boards and the community regarding the Board's legal authority. This rewrite specifically clarifies the legal authority the Board possesses rather than listing generalized powers.**

**2. Policy 1.406: Minutes**

**Policy 1.406 has been updated to add a reference to Public Acts of 2019, Chapter No. 248, which clarified that minutes may be posted online.**

**3. Policy 1.803: Tobacco and Vape-Free Schools**

**Policy 1.803 is amended to clarify that school employees and members of the public cannot smoke or vape on school grounds under Tennessee Law.**

**4. Policy 1.804: Alcohol and Drugs in the Workplace**

**Policy 1.804 is updated to reflect the TSBA's proposed policy. This adds definitions of "workplace", "illegal drugs", "unauthorized drugs", and "alcohol". It also clarifies the authority the Director of Schools has in determining discipline for employees that violate the policy.**

**5. Policy 2.403: Surplus Property Sales**

**Policy 2.403 is updated to reflect a law change raising the threshold for items that may be declared surplus property from \$250 to \$500, and removing the requirement the property be sold in ninety days.**

**6. Policy 2.805: Purchasing**

**Policy 2.805 is updated to reflect the use of a designee for purchasing, add guidance on online purchasing, and update terminology.**

**7. Policy 2.8051: Credit Cards/Credit Lines**

**Policy 2.8051 is proposed as a full replacement for the previously-existing policy. The previous edition has not been updated since 2012. The new proposed language is the TSBA model language. The previous guidance has been moved to a proposed procedure where details about internal operations are more appropriate.**

**8. Policy 3.202: Emergency Preparedness Plan**

**Policy 3.202 is updated to reflect a law change that clarified that all schools must have an AED. The requirement to produce written copies of emergency procedures to all staff, students, and parents is removed because it is not required, and the procedures can be made available online. Language requiring principals regularly check fire extinguishers was moved under the correct section header. Language directing procedures be created related to AED and CPR training has been added to mirror TSBA policy suggestions.**

**9. Policy 4.602: Grade Point Average (GPA) and Class Rank (9-12)**

**Policy 4.602 is updated to add back the method in which students from the graduating classes of 2020 to 2022 can earn valedictorian/salutatorian designations. This is the same method previously applicable to all classes. The graduating class of 2023 will need to meet the new method adopted by the Board in June 2019. The change is proposed to eliminate confusion on which standard applies.**

**10. Policy 4.605: Graduation Requirements**

**Policy 4.605 is updated to reflect the new law that requires all students pass the US civics test prior to graduation. The Special Education section has been updated to structure the requirements clearly, and added information about the Alternate Academic Diploma. Specific testing benchmarks are removed from the Early Graduation section. Duplicative language is deleted, and small organizational changes have been made.**

**11. Policy 4.700: Testing Programs**

**Policy 4.700 is updated to include TNReady and EOC grade percentages for the 2019-2020 school year and beyond. Interest Inventory and Career Assessment guidance is added in light of a recent law change. Small language changes and headers are added to align the policy to the TSBA model policy and to add clarity.**

**12. Policy 5.200: Separation Practices for Tenured Teachers**

**Policy 5.200 is amended by adding a third ground to when it is permissible to break a contract, and updating the requirement to report breaches from the Commissioner of the Department of Education to the State Board of Education based on a new law.**

**13. Policy 5.201: Separation Practices for Non-Tenured Teachers**

**Policy 5.201 is amended by adding a third ground to when it is permissible to break a contract, and updating the requirement to report breaches from the Commissioner of the Department of Education to the State Board of Education based on a new law.**

**14. Policy 5.302: Sick Leave**

**Policy 5.302 is amended to reflect the changes agreed upon in the memorandum of Understanding formed by the collaborative conferencing process. Bereavement leave is increased from two to three days, and the familial relationships are expanded to include step family and foster children. One day may be taken for deaths of cousins, aunts, uncles, nieces, or nephews, and additional days may be taken as sick days with principal permission.**

**15. Policy 5.303: Personal and Professional Leave**

**Policy 5.303 is amended to reflect the changes agreed upon in the Memorandum of Understanding formed by the collaborative conferencing process. A process for allowing personal days to accrue based on a certified employee's years of service is added.**

**16. Policy 6.2011 Voluntary Pre-K Attendance**

**Policy 6.2011 is updated to reflect contact information for the new District Voluntary Pre-K Contact.**

**17. Policy 6.308: Bus Safety and Conduct**

**Policy 6.308 is updated to reflect a change in the law requiring adoption of a policy establishing a retention period for, and mechanism for parents/guardians to view, bus videos.**

**18. Policy 3.218: Service Animals in District Facilities**

**Policy 3.218 add procedures for service animals on school properties. The policy is directly in line with the regulations of the Americans with Disabilities Act, and it is verbatim the model policy of the TSBA.**

**19. Policy 4.206: Homebound Instruction**

**Policy 4.206 sets out the basic requirements for homebound instruction. RCS already offers homebound services, but it has not formally adopted a policy. This is the TSBA's model policy.**

**20. Policy 5.308: Sabbatical Leave**

**Policy 5.308 is created to reflect a proposal agreed upon in the Memorandum of Understanding formed by the collaborative conferencing process. This policy creates an opportunity for employees to take up to one year of sabbatical leave for full-time educational purposes.**

**21. Policy 6.506: Students from Military Families**

**Policy 6.506 is a newly-proposed policy from the TSBA. The policy creates one central location for provisions that apply to students from military families. The attendance policy is restated from Policy 6.200 Attendance, and language related to a new law requiring enrollment of students being relocated through the military to the district.**

Motion made by Mr. Hodge, seconded by Mrs. Johnson, to approve the above listed policies as recommended by the Policy Committee on first reading.

**Vote: All Yes**

**SECOND ITEM**

**Policy Change Proposal: Policy 3.206 Community Use of Facilities**

**In order to ensure equal access to facilities by non-profit organizations in the Rutherford County Community, the attached amendment to Policy 3.206 is recommended to this Board for adoption on first reading. This language allows 501(3)(c) organizations to request to pay for use of facilities through in-kind services equal to or greater than the value of the fee that would have otherwise been imposed. The organization must obtain approval from the Director of Schools and enter into a written memorandum of Agreement to memorialize the proposed in-kind service.**

Motion made by Mr. Young, seconded by Mr. Hodge, to approve the amendment to Policy 3.206 as recommended by the Director of Schools on first reading.

**Vote: All Yes**

- 14. INSURANCE UPDATE – The Insurance Committee will meet Thursday, September 12.**

- 15. DIRECTOR’S UPDATE**

**Mr. Spurlock presented the 2019-2020 Director’s Goal to the Board and informed them there will be a Strategic Planning meeting on September 24 at 4:30 P.M.**

**16. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE – No report.**

**17. FEDERAL RELATIONS NETWORK (FRN) UPDATE – No report.**

**There being no further business, the meeting adjourned at approximately 6:00 P.M.**

---

**Jim Estes, Board Chairman**

---

**Date**

---

**Bill C. Spurlock, Director of Schools**

---

**Date**

## **FACILITIES USE**

September 18, 2019

### **CONSENT AGENDA**

Blackman High	Nextgen All America Camp, youth football clinic, 4/18/20 6:30-2:30pm, football stadium, \$800
Blackman High	Christian Life Church, community event, 10/30/19 3:30-9:30pm, auditorium, \$285
Blackman High	CPS Soccer Academy, soccer practice, 9/18/19-10/14/19 Mondays 6:30-7:30pm, soccer fields, \$18/hr
Blackman High	Beasley Elite Sports Training, athletic training/sports performance, 9/18/19-11/25/19 Mondays 5-6pm, field house, \$15/day
LaVergne Middle	Boom Box Dance Center, dance recital, 6/12/20-6/13/20 3-9pm, auditorium, \$570
Oakland High	Tennessee Kidney Fondation, Love Your Kidneys 1 Mile Walk, 9/21/19 7-11am, track, \$400
Oakland Middle	Dance Works; dance showcase; 3/7/20 8am-10pm; band room, choir room and adjoining end-room, and auditorium; \$330
Rock Springs Elementary	Universal Sports League-LaVergne, basketball skills camp, 10/5/19-11/23/19 Saturdays 12-3pm, gym, \$18/hr
Stewarts Creek Elementary	Smyrna Junior Basketball League, basketball games and practices, 10/28/19-2/29/20 practice days 6-9pm and game days 8am-8pm, gym, \$7530
Stewarts Creek Middle	RCAC of Delta Sigma Theta Inc, TN Cluster Leadership Meeting, 11/2/19 6am-6pm, 15 classrooms, auditorium, and gym, \$800
Stewarts Creek Middle	Tennessee Shockers, softball practice, 9/18/19-8/1/20 W/F/Sa 6-7pm *weather permitting, softball field, \$18/hr

Note: Facility use for 9/18/19 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.**

### **Contract with Smyrna Middle School and Mindsteps Inc.**

- **Presentation:** The continuing professional development provided by Dr. Robyn Jackson will lead the administrators and instructional coaches to develop a clear understanding of mission, vision and core values. Dr. Jackson will provide the team with a framework that we can use as well as provide coaching through the process. At the end of the day the team will have a clear understanding of what a true Mission, Vision and Core values look like and how to develop them and overcome obstacles to student achievement at SMS.

#### **Contract Details:**

Program: Mindsteps Inc.

Usage: School-wide

Where: Smyrna Middle School

Dates: October 23, 2019

Cost: \$8,750 which will be paid 100% with Title I funds.

**Motion:** To approve contract between Smyrna Middle and Mindsteps Inc.



Proposal For

# **RUTHERFORD COUNTY SCHOOLS SMYRNA MIDDLE SCHOOL**

**Proposal ID: WFVPQ-DCGGS-CGF3K-K3OFC**

**CREATED BY**

Mindsteps Inc.  
John Jackson  
Vice President  
e. [john@mindstepsinc.com](mailto:john@mindstepsinc.com)  
t. 8885658881 xt.2

**PREPARED FOR**

Rutherford County Schools Smyrna Middle  
School  
PATTI ALLEN  
RTI COACH, TITLE I  
e. [allenp@rcschools.net](mailto:allenp@rcschools.net)  
t. 615-904-3845

Aug 20, 2019

## SOLUTION OVERVIEW

Mindsteps will provide Robyn Jackson to deliver a full day of coaching for the leadership team at Smyrna Middle School. She will give support to the team as they develop their Mission, Vision and Core Values. Dr. Jackson will provide the team with a framework that they can use as well as provide coaching through the process. At the end of the day the team will have a clear understanding of what a true Mission, Vision and Core values look like and how to develop them. The day will end no later than 3:00 pm.



# INVESTMENT

The cost of this coaching day is:

**\$8,750.00**

## ACCEPTANCE

The information contained in this contract constitutes the terms between Mindsteps Inc. , and Rutherford County Schools Smyrna Middle School 712 Hazelwood Dr. Smyrna, TN 37167 All prices agreed upon will be honored by both parties. Continued services after that time will require a new agreement.

**Authorized Signature:** The undersigned agrees to the terms of this contract on behalf of Rutherford County Schools Smyrna Middle School.

**PROPOSAL ACCEPTANCE: Rutherford County Schools Smyrna Middle School**

**SIGNATURE**

DATE \_\_\_\_\_

NAME(PRINT)

TITLE (PRINT)

**PROPOSAL ACCEPTANCE: MINDSTEPS INC.**

PROPOSAL ID: WFVPQ-DCGGS-CGF3K-K30FC



SIGNATURE

DATE

NAME(PRINT)

TITLE (PRINT)

P.O. Box 55049 Washington, DC 20040 | 888.565.8881 | 202.478.1825 fax

[www.mindstepsinc.com](http://www.mindstepsinc.com)

## GENERAL TERMS & CONDITIONS

### Defintitions:

Agreement - This signed proposal by Mindsteps Inc. and Rutherford County Schools Smyrna Middle School

Client - Rutherford County Schools Smyrna Middle School

Mindsteps - Mindsteps Inc.

Parties - Mindsteps Inc. and Rutherford County Schools Smyrna Middle School

1. **Termination.** Notwithstanding Clause 3 herein, the Agreement shall not for any reason be terminated by Client. At Mindsteps discretion, the delivery date(s) may be rescheduled for up to six months after the date that is the day of the first performance so long as notice is received by Mindsteps no less than 30 days before the date that is the first day of the performance. Client will reimburse Mindsteps for any cost incurred before date of notice.

2. **Binding Agreement.** This Agreement shall be binding on both Parties. Assignment of this Agreement by either party in accordance with the terms of this Section shall be effective upon due notice in writing to the other party, except that neither party shall assign this Agreement without obtaining prior written approval from the other party.

3. **Force Majeure.** In the performance of the Parties obligations here under, neither party shall be liable for delays caused by wars, civil riots, strikes, labor controversies, death of immediate family member, fires, hurricanes, acts of God, governmental restrictions, or any other circumstance beyond their control.

4. **Applicable Law.** The laws of the District of Columbia shall govern this Agreement, without regard to or application of choice of law rules or principles, and courts located in the District of Columbia shall be the exclusive jurisdiction for all disputes arising from or relating to this Agreement.



**5. Severability.** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceable without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceable in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**6. Entire Agreement.** This contract is the entire Agreement between the Parties. It may not be altered, modified, extended, or revised in any way unless such alteration, modification, extension, or revision is in writing, contained in an instrument of comparable formality to the Agreement and signed by each of the Parties.

7. **Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's.

**8. Payment.** Mindsteps accept major credit cards and checks for payment. Please make checks Payable to Mindsteps Inc. Checks should be mailed to P.O. Box 55049 Washington D.C. 20040. Payment to any of our consultants will not be **\*\*acceptable\*\*** for any reason. After thirty days all unpaid balances will be assessed a late fee of 3% of the balance monthly. If you have any additional questions you can contact our accounting department via phone (888) 565-8881 xt. 4 or email [accounting@mindstepsinc.com](mailto:accounting@mindstepsinc.com)

9. **Notice.** Any notice, instruction, request, consent, demand or other communication required or contemplated by this Agreement, other than routine transactional, shall be in writing and shall be delivered, mailed postage prepaid or emailed to:

Mindsteps Inc.  
Middle School  
835 Ingraham St. NW  
Washington DC, 20011  
Attn: John F. Jackson III

Rutherford County Schools Smyrna  
712 Hazelwood Dr.  
Smyrna, TN 37167  
Attn: Patti Allen



## **MEMORANDUM**

DATE: September 10, 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 Davidson County.

The student was placed in an alternative school based on possession of narcotics. The student was expelled from the alternative school for a second narcotics violation. Pursuant to the new alternative school law that passed after his expulsion, the student should be enrolled in an alternative school.

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 subject to his compliance with all other applicable admission requirements.

## **MEMORANDUM**

DATE: September 10, 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 Wilson County.

The student was placed in an alternative school based on fighting on a bus.

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 subject to his compliance with all other applicable admission requirements.

## **MEMORANDUM**

DATE: September 16, 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 in the process of attending a Disciplinary Hearing in Lincoln, Mississippi when his custody was changed.

The student was undergoing discipline for making verbal threats.

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 subject to his compliance with all other applicable admission requirements.

**Bid #3432**  
**Chicago, IL Choir Trip**  
**Oakland High School**  
**(March 12, 2020 - March 15, 2020)**

<b>Description</b>	Bob Rogers Travel
Quad Occupancy (40-45 paying passengers)	\$ 1,589.00

Mailed to 14 vendors  
12 vendors did not respond

No Bid from " Martin Tours"

Recommend: Motion to award to Bob Rogers Travel for overall lowest and best bid.

To be funded through Oakland High School.

**Bid #3434**  
**Flight Simulator**  
**(CTE - Siegel High)**

Item Number	Description	Red Bird Flight Simulation
1	Redbird FMX Advanced Aviation Training Device	\$ 64,800.00
2	Yoke Center	\$ 8,495.00
3	Rudder Pedals Single Pilot	\$ -
4	C172-S430/530	\$ -
5	Throttle Single Engine Vernier (T-M)	\$ -
6	A36-G	\$ 4,995.00
7	Throttle Single Engine Complex Lever (T-P-M)	\$ 1,000.00
8	BE58-G	\$ 4,995.00
9	Throttle Twin Engine Lever Type I (TT-PP-MM)	\$ 1,000.00
10	RealNav Professional Annual Subscription 4 cycles	\$ 495.00
11	Horizon Pro Monitor Expansion Kit for AATD	\$ 4,995.00
12	Insight	\$ 5,595.00
13	Navigator Tablet Bundle	\$ 1,400.00
14	Installation	\$ 7,400.00

"No Bid" from National  
Flight Simulator

Mailed to 5 vendors  
3 vendors did not respond

Recommend: Motion to award to Red Bird Flight Simulations for overall lowest and best bid.

To be funded through Career and Technical Department.

**Bid #3435**  
**Precision Measurement Certification Kit**

Item Number	Description	Snap-On Industrial
1	Precision Measurement Certification Kit (Includes: Instruments, Instructor Kit, and Lab Blocks)	\$ 72,520.00

Mailed to 5 vendors  
4 vendors did not respond

Recommend: Motion to award to Snap-On Industrial for overall lowest and best bid.

To be funded through Career and Technical Department.

**Bid #3436**  
**Auditorium Seating**  
**Smyrna High School**

Company Name	Auditorium Seats	Optional Tablet Arm	Manufacturer	Alternate 1 - Removal of Existing	Alternate 2 - Cut Bolts on Existing
Southern Facility Sales and Service	\$ 57,545.00	\$ 83.00	Hussey	\$ 3,800.00	\$ 1,100.00

Mailed to 10 vendors  
9 vendors did not respond

Recommend: Motion to approve Southern Facility Sales and Service for overall lowest and best bid.

To be funded through Capital Projects.

**Bid #3438 - Grease Trap Inteceptor and Sewer Lines  
(Buchanan Elementary School)**

<b>Description</b>	<b>Affinity Builders</b>	<b>Maynard Select</b>
Base Bid Amount	\$ 114,853.00	\$ <b>57,500.00</b>

Mailed to 20 vendors  
18 vendors did not respond

Recommend: Motion to award to Maynard Select for overall lowest and best bid as shown.

To be funded through the Capital Projects.



# 2020 Safe Schools Pro Forma Budget

2020 Allocation for RCS	\$ 889,760
Avigilon DVR's	\$ 300,000
Avigilon & GeoVision IP Cameras	\$ 50,000
Personnel Expense (Student Services & Safety Director)	\$ 250,000
Entrance Control Vestibules (BHS, WHE, SPS)	\$ 100,000
3-D School Floor Plan Technology	\$ 50,000
Primus Re-keying	\$ 100,000
Radios- Digital Conversion	\$ 25,000
Training & Travel	\$ 14,000
Misc (Office Supplies, Training Supplies)	\$ 760
Total Est. Expenses	\$ 889,760

David Youree Elementary School

Parent Teacher Organization

PTO Bylaws

Updated August 2015

ARTICLE I- NAME

The name of the organization shall be DAVID YOUREE ELEMENTARY PARENT TEACHER ORGANIZATION (DAVID YOUREE PTO/DYE PTO).

ARTICLE II- OBJECTIVE

The DAVID YOUREE PTO will promote communication between teachers, parents, and community. It will encourage a positive, supportive atmosphere to enhance students' educational and extracurricular experiences.

ARTICLE III- SCOPE

The DAVID YOUREE PTO will engage in the following services: social and academic activities, communication and fundraising. Financial support will be provided to support teaches and student programs not covered by the school district. The DAVID YOUREE PTO will encourage parent, teacher, and community involvement and cooperate with school administration to enhance educational opportunities. Areas of concern will be brought to attention of the principal.

ARTICLE IV- POLICIES

- Section 1      The DAVID YOUREE PTO shall not be non-commercial, non-sectarian, non-partisan and non-political, and will not endorse a commercial enterprise or candidate.
- Section 2      The DAVID YOUREE PTO will seek neither to direct the administrative activities of the school nor to control its policies.
- Section 3      The DAVID YOUREE PTO may cooperate with all others organizations within the School District with similar interest.
- Section 4      DAVID YOUREE PTO funds will not be used for any items, programs or events that do not directly benefit the students at David Youree Elementary School.
- Section 5      Special monetary requests for non-budgeted items must be submitted to the DAVID YOUREE PTO BOARD for discussion at the DAVID YOUREE PTO General Meeting. Vote for approval of the request will be made at the following DAVID YOUREE PTO General Meeting.

Section 6 If a specific long-term goal has been approved, additional funds may be carried over to the next school year.

Section 7 Accounting Procedures

A. Expense Guidelines

1. Reimbursements for all expenses will only be given after receipts for expenditures have been documented on the Check Request and/or Expense forms. These forms should be submitted to the DAVID YOUREE PTO Treasurer within 30 days.
2. A cash advance to cover expenses prior to a purchase must be documented in detail on the Check Request form at least 5 days in advance. All unused monies must be returned to the treasurer immediately following the purchase.
3. All checks must be co-signed by the two authorized officers of the PTO, the President and the Treasurer. If one of these officers is not available, the Vice-President Elect may co-sign in their absence.
4. No loans shall be made by the organization to its officers or members.
5. Members of the board shall not be held individually or collectively liable for the debts or actions of the organization, or for the actions of individual members of the organization, except as mandated by law.

B. Deposit Guidelines

All monies raised for the DAVID YOUREE PTO must be documented on the Deposit form and submitted to the DAVID YOUREE PTO Treasurer immediately.

C. Debit Card policy

1. Purchases will be only be made by President, Co-President and Treasurer.
2. No more than 3 debit cards will be issued per fiscal year. When the DYE PTO board consists of Co-Presidents.
3. Debit card purchases can be used for in store and on-line purchases.
4. After order is placed and goods are received, the purchaser must complete a Debit Card form and submit to Treasurer along with final invoice or receipt and packing slip(if applicable).

## ARTICLE V- MEMEBERSHIP

- Section 1      DAVID YOUREE PTO membership will be open to teaches, families, or guardians of students and staff.
- Section 2      Membership to the DAVID YOUREE PTO will be available regardless of race, color, creed, national origin or sex to all people.
- Section 3      The DAVID YOUREE PTO will conduct an active membership campaign throughout the school year.
- Section 4      The membership year will correspond with the school year.
- Section 5      Annual dues will be determined by the DAVID YOUREE PTO at the first board member meeting each school year.
- Section 6      Any member is eligible to vote on any motion at DAVID YOUREE PTO General Meetings.

## ARTICLE VI- OFFICERS(BOARD MEMEBERS)

- Section 1      A. An officer must be a member of the DAVID YOUREE PTO.
- B. An officer must have a child currently enrolled at David Youree Elementary or must be a member of the David Youree Elementary School staff.
- C. No officer shall hold more than one board position at a time, and no officer shall hold more than two consecutive terms. An officer may continue in their position term expires, if a replacement cannot be found.
- Section 2      The Officers of the Board of the DAVID YOUREE PTO will consist of a President, Vice President, Treasurer, and Secretary. Any of the offices can be co-chaired.

## ARTICLE VII- ELECTION OF OFFICERS

- Section 1      A. At the general membership meeting in April, nominations may be submitted from the DAVID YOUREE PTO Board. If there is more than one (1) candidate for an office, a vote will be taken by written ballot. If there is only one (1) candidate for an office, an oral vote can be taken.
- B. All nominations must be submitted to the Principal.
- Section 2      In the event of a vacancy in any office, the DAVID YOUREE PTO Board shall appoint a member to fill in the unfinished term.

## ARTICLE VIII- OFFICERS'S DUTIES:

A. DAVID YOUREE PTO Board member should not be a chairperson on any committee.

D. President

1. Will preside at all PTO board and DAVID YOUREE PTO General and Special meetings
2. Will coordinate the work of the officers and the committees to facilitate educational and extra-curricular activities.
3. Shall cooperate with the Principal and maintain a supportive relationship between the school and the DAVID YOUREE PTO.
4. Will appoint committee members, as well as special committees when needed.
5. Will fill out, complete and send all fundraiser requests to RCS Central Office at the beginning of each school year.
6. Will file the 990-N form online each year at the end of June

Email on file is dyepto@gmail.com

<https://epostcard.form990.org/frmAdminLoginActivate.asp?A=G476799e150474yle>

7. Will file the Secretary of State Annual Report April 1 of each year.

Control Number 000586277

<http://tnbear.tn.gov/Ecommerce/AnnualReport.aspx>

E. Vice President

1. Will act as an aide to the President, upon request, and assume the duties of the President during his/her absence.
2. Will preside over the spirit store

F. Secretary

1. Record minutes for all PTO meeting and submit to all board members.
2. Will notify DAVID YOUREE PTO board five (5) days before the next meeting.
3. In case of Secretary's absence from any meeting, a board member will be appointed to take minutes.

#### G. Treasurer

1. Will handle all fund of the DAVID YOUREE PTO and will give a financial report of the collections and expenditures and call attention to any unusual items at the general board meetings.
2. The Treasurer must verify that all checks are co-signed by either the President and Treasurer.
3. Will maintain an accurate account of all receipts, disbursements and other pertinent financial information as it pertains to events and purchases sponsored by the DAVID YOUREE PTO.
4. Will disburse funds approved by the DAVID YOUREE PTO Board. All members of the DAVID YOUREE PTO board must be notified of request for reimbursement of non-budgeted items up to \$50.00 without DAVID YOUREE PTO Board approval.
5. Will file required tax forms by the end of the fiscal year.
6. Will provide a monthly end report to principal.
7. Will provide a letter of intent to school bookkeeper when funds are requested.

#### Section 3

The DAVID YOUREE PTO President and Treasurer will conduct a budget meeting with the school bookkeeper and principal.

#### ARTICLE IX- MEETINGS

- A. The Board will meet at least monthly, at the date, time, and location agreed upon at the previous meeting.
- B. The general membership meeting will be held at least quarterly, on a date, time, and location designated by the Board.

#### ARTICLE X- CONFLICT OF INTEREST POLICY

The purpose of the conflict of interest policy is to protect this tax-exempt organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace an applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

## ARTICLE XI: DEFINITIONS

1. **INTERESTED PERSON:** Any director, principle officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. **FINANCIAL INTEREST:** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

A. An ownership or investment interest in any entity with which the organization has a transaction or arrangement,

B. A compensation arrangement with the organization or with any entity or individual with which the transaction or arrangement, or

C. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

## ARTICLE XII: PROCEDURES

1. Duty to disclose in connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining whether a conflict of interest exists after disclosure of the financial interest and all the material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest:

A. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

B. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

C. After exercising due diligence, the governing board or committee shall determine whether the organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

D. If a more advantageous transaction or arrangement is not possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

#### 4. Violations of the Conflict of Interest Policy:

A. If the governing board or committee has a reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

B. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest; it shall take appropriate disciplinary and corrective action

### ARTICLE XIII- AMENDMENTS

The bylaws may be amended or changed by a vote of the majority present at any general meeting of the DAVID YOUREE PTO. The amendment must be submitted in writing to the general membership prior to the vote and presented at a previous general meeting.

### ARTICLE XIV- DISSOLUTION OF ORGANIZATION

Upon dissolution of this organization, after paying or adequately providing for the debts and obligations of this P.T.O., the remaining assets shall be distributed to the David Youree Elementary School.

Section 501 (c) (3) of the Internal Revenue Code.

DAVID YOUREE PTO is incorporated and a tax exempt organization





## **PTO David Youree Financial Policy**

**The financial policy of the David Youree Elementary PTO closely follows the same policy as mandated by the RCBOE Support Groups Organization guidelines.**

**All money collections at fundraisers are handled solely by a PTO board member and the presence of either a 2nd board member or a PTO volunteer (non-staff).**

**Receipts are written for cash payments of \$5.00 and above. Money is usually counted immediately and transferred to a deposit ticket and delivered to the bank the same day. In instances where money is not counted immediately, it is locked in a file cabinet in the PTO office until at least 2 board members are available for reconciliation but not to exceed a period of 3 days.**

**All checks written require both the signature of the President of the PTO and the Treasurer of the PTO. These are the only two signatories on the account. The checkbook is also locked in the file cabinet at all times when not in use. Although we are allowed 3 debit cards, we only engage 2 which are in the possession of the President and the Treasurer.**

**A lock has been installed on the PTO office to safeguard inventory and equipment against pilferage. Passwords are protected and only given to board members on an "as needed" basis. All password to accounts are changed annually.**

**Only the President and the Treasure have the password to the online bank account at Pinnacle Bank. All tax exempt accounts are audited to make sure that no personal purchases are being made using our entity's tax exempt status.**

**All receipts and disbursements are logged by category in the financial activities book held by the Treasurer with dates, amounts, vendors, invoices, etc attached and all attachments are verified by a 2nd member of the PTO board.**

**Inventory for resale is counted on a monthly basis and is reported to the school Principal as part of a financial report package which also includes a current "Statement of Position" and a monthly income and expense statement.**

**The monthly bank statement is reconciled within 7 days of receipt by the PTO Treasurer and the result being included in the financial report to the Principal. All donations are documented. Financial records are open to all board members for review at any time.**

**COOPERATIVE AGREEMENT BETWEEN THE RUTHERFORD COUNTY BOARD OF EDUCATION  
AND**

David Youree Elementary PTO

(Name of PTO, PTC, PAC)

This Agreement shall have an effective date of 8/30/19, and shall be renewed annually, at the beginning of each school year, at the discretion of the Rutherford County Board of Education.

**RESPONSIBILITIES OF SCHOOL SUPPORT ORGANIZATION:**

1. Abide by all Rutherford County Board of Education policies and procedures regarding school support organizations;
2. Indemnify the Rutherford County Board of Education and all other agents of the local education agency for the actions of the school support organization.
3. Upon entering into this agreement the school support organization shall submit the following to the Director of Schools: Documentation confirming the school support organization's status as a nonprofit organization, foundation, or a chartered member of a nonprofit organization, the principal contact telephone and address as well as the telephone number, address and position of each officer of the organization, and 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.
4. Each year, within sixty (60) days after the end of the school support organization's fiscal year, the school support organization shall provide a detailed statement of cash, receipts and disbursements to the applicable school principal or director's designee if no principal is available. (Opening cash plus receipts, less expenditures equal ending cash.)
5. Abide by all applicable Federal, State and local laws, ordinances and regulations.
6. Before submitting a request for a gaming event to the State of Tennessee's Division of Charitable Solicitations and Gambling, the School Support Organization shall obtain prior approval for the gaming event from the principal and director of schools.
7. Maintain financial records for a period of at least four (4) years.
9. 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 team eligibility requirements, conduct codes or sportsmanship standards.
10. School Support Organization's officers shall ensure that funds are safeguarded and are spent only for the purposes related to the stated goals and objectives of the organization.

11. Obtain the approval of the director or designee before undertaking any fund raising activity that utilizes any property or facilities owned or operated by the Rutherford County Board of Education.
12. Provide access to all books, records, and bank account information for the school support organization to officials of the Rutherford County Board of Education or auditors of the office of the comptroller of the treasury upon request.
13. Officers of the school support organization must attend/review the annual training provided by the Rutherford County Board of Education.

**RUTHERFORD COUNTY BOARD OF EDUCATION:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Schools

**SCHOOL SUPPORT ORGANIZATION**

By:  Date: 8-30-19  
Authorized Agent



# STATE OF TENNESSEE DEPARTMENT OF REVENUE

DAVID YOUREE ELEMENTARY  
250 TODD LN  
SMYRNA TN 37167-3201

**Effective Date:** July 1, 2019  
**Expiration Date:** June 30, 2023  
**Account No:** 1000484167-SLC  
**Exemption No:** 1418533888  
**Facility Address:**  
250 TODD LN  
SMYRNA TN 37167-3201

## Exempt Organizations or Institutions Sales and Use Tax Certificate of Exemption

This organization or institution qualifies for the authority to make sales and use tax exempt purchases of goods and services that it will use, consume or give away.

This authorization for exemption is limited to sales made directly to the referenced organization. This exemption certificate may not be used for sales made to individuals paying with personal checks or personal debit or credit cards, even if the individual is a representative or employee of the organization, and he or she will be reimbursed for the purchase. Sellers must refuse to accept the certificate when the sale is made to someone other than the organization.

This exemption certificate may not be used to make purchases without the payment of sales and use tax for other locations and may not be transferred to or used by any other person.

*Seller's Name*

*Seller's Address (City & State)*

I, \_\_\_\_\_, as an authorized representative of the taxpayer named above, affirm that the purchases qualify for the exemption and will be used at the location of the facility address referenced above. Under penalty of perjury, I affirm this to be a true and correct statement.

*Print Name of Authorized Representative*

*Signature of Authorized Representative*

*Date*



**Tre Hargett**  
Secretary of State

**Division of Business Services**

**Department of State**

**State of Tennessee**

312 Rosa L. Parks AVE, 6th FL

Nashville, TN 37243-1102

**STEPHANIE N TAYLOR**  
2105 MAMBAZO CT  
LAVERGNE, TN 37086

August 28, 2019

**Request Type: Certificate of Existence/Authorization**

Request #: 0328201

Issuance Date: 08/28/2019

Copies Requested: 1

**Document Receipt**

Receipt #: 004993487

Filing Fee: \$20.00

Payment-Credit Card - State Payment Center - CC #: 3764601206

\$20.00

**Regarding: DAVID YOUREE ELEMENTARY PTO**

Filing Type: Nonprofit Corporation - Domestic

Control #: 586277

Formation/Qualification Date: 09/16/2007

Date Formed: 09/16/2007

Status: Active

Formation Locale: TENNESSEE

Duration Term: Perpetual

Inactive Date:

Business County: RUTHERFORD COUNTY

**CERTIFICATE OF EXISTENCE**

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

**DAVID YOUREE ELEMENTARY PTO**

\* is a Corporation duly incorporated under the law of this State with a date of incorporation and duration as given above;

\* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;

\* has filed the most recent annual report required with this office;

\* has appointed a registered agent and registered office in this State;

\* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett  
Secretary of State

Processed By: Cert Web User

**Verification #: 034876835**

# Rutherford County Board of Education

Monitoring:

Review: Annually,  
in September

Descriptor Term:

## Role of the Board of Education

Descriptor Code:

1.101

Issued Date:

01/15/09

Rescinds:

1-4/1-2

Issued:

The Board will be guided by the general mandatory powers and duties of the Board as defined through statute<sup>1</sup> which state or imply that a local Board of Education has full power to operate the local public schools as it deems fit in compliance with state and federal mandates. The Board functions only when in session.

The Board sees these as its required functions:

1. **Policy Oversight:**<sup>2</sup> The Board will develop policy and employ a chief school administrator who shall carry out its policies through the development and implementation of administrative procedures. The Board will evaluate the effectiveness of its policies and their implementation. This includes setting and evaluating goals in educational and financial areas.

2. **Educational Planning:**<sup>3</sup> The Board will require reliable information from responsible sources which enable it and the staff to work toward the continuous improvement of the educational program.

3. **Provision of Financial Resources:**<sup>4</sup> The Board will adopt a budget to provide the necessary funding in terms of buildings, staff, materials and equipment to enable the school system to carry out its functions.

4. **Interpretation:** The Board will keep the local community informed about the schools and keep itself informed about the wishes of the public. The Board will build public support for the schools by involving the public in the planning process.

The Board will provide, within the financial limitations set by the community, the best educational opportunities possible for all children.

The Board shall exercise its powers through the legislation of policies for the organization and operation of the school district. The Board will delegate the administration of the schools to the director of schools.

**Legal References:****Cross References:**

1. TCA 49-2-203	Policy Development & Adoption 1.600
2. TCA 49-2-207	Administrative Procedures 1.601
3. TCA 49-1-302(a)(3); TRR/MS 0520-2-1-.01	School District Goals 1.700
4. TCA 49-2-203(10)(A)(i)	Annual Operating Budget 2.200

The Board will oversee the operation of the school district in compliance with state and federal laws.<sup>1</sup>

The Board will function only when in session. The Board's required functions include, but are not limited, to the following:

**GENERAL**

1. To develop and adopt a strategic plan in consultation with the Director of Schools;<sup>2</sup>
2. To adopt all policies required by state or federal law;<sup>3</sup>
3. To approve school zones;<sup>4</sup>
4. To approve the district calendar;<sup>5</sup>
5. To adopt district safety plans;<sup>6</sup>
6. To approve the closure of facilities, if needed;<sup>1</sup>
7. To approve an insurance provider;<sup>1</sup> and
8. To approve/modify the agenda at the beginning of the board meeting.<sup>1</sup>

**FISCAL**

1. To approve and adopt the budget;<sup>1</sup>
2. To approve purchases outside the budget on a case-by-case basis in accordance with board policy;<sup>1</sup>
3. To approve budget transfers;<sup>7</sup>
4. To adopt the district salary schedule;<sup>8</sup>
5. To approve a differentiated pay plan;<sup>9</sup>
6. To approve funding for the district maintenance plan and capital requests;<sup>1</sup>

7. To approve the location and scope of new building projects;<sup>1</sup> and

8. To approve bids.<sup>1</sup>

#### **INSTRUCTION AND STUDENTS**

1. To adopt the curriculum;<sup>1</sup>

2. To adopt textbooks;<sup>10</sup>

3. To review student disciplinary issues appealed to the Board and make a final determination;<sup>11</sup>

4. To authorize or prohibit the use of corporal punishment;<sup>12</sup>

5. To approve or deny admission of students expelled from other school districts;<sup>13</sup> and

#### **PERSONNEL**

1. To employ and evaluate the Director of Schools;<sup>1</sup>

2. To grant tenure to eligible teachers;<sup>14</sup> and

3. To dismiss tenured teachers.<sup>15</sup>



#### Legal References

1. TCA 49-2-203
2. TRR/MS 0520-01-03-.03(14); State Board of Education Policy 2.101; TCA 49-1-613
3. TCA 49-2-207
4. TCA 49-6-403(c)
5. TCA 49-6-3004
6. TCA 49-6-804(a)
7. OP Tenn. Atty. Gen. 83-464 (Oct 26, 1983)
8. TCA 49-3-306(a)
9. TCA 49-3-306(h)
10. TCA 49-6-2207(a)(1)
11. TCA 49-6-3401(c)(4)(C)
12. TCA 49-6-4104
13. TCA 49-6-3401(f)
14. TCA 49-5-504(b); TCA 49-2-203(a)(1)
15. TCA 49-5-511

#### Cross References

Duties of Board Members 1.202  
Policy Development & Adoption 1.600  
Administrative Procedures 1.601  
School District Goals 1.700  
School District Planning 1.701  
Annual Operating Budget 2.200

## Rutherford County Board of Education

Monitoring: <b>Review: Annually, in July</b>	Descriptor Term:  <b>Minutes</b>	Descriptor Code: <b>1.406</b>	Issued Date: <b>11/15/16</b>
		Rescinds: <b>1.406</b>	Issued: <b>01/15/09</b>

The Director of Schools shall keep, or cause to be kept, complete and accurate minutes of all meetings of the Board.<sup>1</sup> A draft of the minutes of the previous meeting shall be sent to all board members with the agenda for the upcoming meeting. Following their approval by the Board, the minutes shall be signed by the Chair and Director of Schools. The minutes shall become permanent records of the Board and shall be made available to interested citizens and the news media upon request.<sup>2,3</sup> A copy shall be posted on the district website at [www.rcschools.net](http://www.rcschools.net).

The minutes shall include:

1. The nature of the meeting (regular or special), time, place, date, board members present or absent, and the approval of the minutes of the preceding meeting;<sup>2</sup>
2. A record of all motions, proposals, and resolutions passed or denied by the Board, together with the names of the members making and seconding the motions, and a record of the members voting “aye” and “nay” in the event of a roll call vote;<sup>2</sup>
3. Names of persons addressing the Board and the purpose of their remarks; and
4. A brief account of those items discussed, and whether or not any motions were made regarding those items.

---

### Legal References

1. TCA 49-2-301(b)(1)(C)-(D)
2. TCA 8-44-104
3. TCA 10-7-503(a)(1)(B)(2)(B)(i)-(iii)
4. TCA 49-2-203(a)(11); **Public Acts of 2019, Chapter No. 248**

# Rutherford County Board of Education

Monitoring:  <b>Review: Annually, in March</b>	Descriptor Term:  <b>Tobacco and Vape-Free Schools</b>	Descriptor Code: <b>1.803</b>	Issued Date: <b>06/05/19</b>
		Rescinds: <b>1.803</b>	Issued: <b>01/15/09</b>

All uses of tobacco, electronic/battery operated devices, vapor products, and all other associated paraphernalia are prohibited in all of the school district's buildings and in all vehicles that are owned, leased, or operated by the district.<sup>1</sup> Smoking and vaping shall be prohibited on school grounds including, but not limited to, in any public seating areas including, but not limited to, bleachers used for sporting events, or public restrooms.<sup>2</sup>

Employees may not smoke or vape anywhere on school grounds, including in the employee's car if on school property. If an employee is given permission to leave school grounds to smoke or vape, the employee must not be within 100 feet of any school entrance. The employee must not litter or trespass on others' property.

Employees and students in the school district will not be permitted to use these products while they are participants in any class or activity in which they represent the school district.

Any student who possesses these products may be disciplined and/or issued a citation by the school principal and/or school resource office.

Signs will be posted throughout the district's facilities to notify students, employees, and all other persons visiting the school that the use of these products is forbidden.<sup>3</sup>

---

## Legal References

1. 20 USCA § 6083; TCA 39-17-1604(6); TCA 39-17-1503(9), (10)
2. TCA 39-17-1604(10)
3. TCA 39-17-1605

---

## Cross References

Community Use of School Facilities 3.206  
Code of Conduct 6.300

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Alcohol &amp; Drugs in the Workplace</b>	Descriptor Code: <b>1.804</b>	Issued Date: <b>01/15/09</b>
		Rescinds: <b>3-36/4-19</b>	Issued:

## **General**

Any employee who violates the terms of this policy shall be subject to disciplinary action, including but not limited to, suspension, dismissal, and/or referral for prosecution.

The Director of Schools shall be responsible for providing a copy of this policy to all school district employees.

## **DEFINITIONS**

“Workplace” shall include any school building or any school premise; any school-owned or any other school-approved vehicle used to transport students to and from school or school activities; and off-school property during any school-sponsored or school approved activity, event, or function.

“Illegal drugs” shall include any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance as defined by federal law.<sup>2</sup>

“Unauthorized drugs” shall include, but are not limited to, inhalants; any designer, synthetic, derivative, analogous, or "look-alike" substances that are manufactured, designed, or intended to resemble and/or mimic the effects of illegal drugs; any legally prescribed drugs being used in a manner for which they were not intended or prescribed including, but not limited to, the use of prescription drugs prescribed for another individual; and any lawful substances that could result in impairment of physical or mental capacity that is threatening to the health or safety of the employee or others.<sup>3</sup>

“Alcohol” shall include, but is not limited to, spirits, liquor, wine, beer, and any liquid containing alcohol as defined by state and federal law.<sup>4</sup>

## **ALCOHOL & DRUG-FREE WORKPLACE**

No employee while on or in the workplace shall unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of any illegal or unauthorized drugs<sup>1</sup> or any alcohol.<sup>5</sup>

---

**Legal References**

1. Drug Free Workplace Act of 1988, 41 USCA § 8103
2. 21 USCA § 812
3. TCA 49-5-1003
4. TCA 57-4-102; 26 USCA § 5002
5. TCA 39-17-715

---

**Cross References**

Supervision 5.108  
Drug & Alcohol Testing for Employees 5.403  
Drug-Free Schools 6.307

# Rutherford County Board of Education

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

The Director of Schools shall prepare a list of unusable items for Board approval.<sup>1</sup> The list shall contain the following information: name of item, date of purchase, and reason for disposal.

All unusable items shall be sold to the highest bidder after advertising in a newspaper of general circulation at least seven (7) days prior to the sale.

Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be disposed of without the necessity of bids. In order for such disposal without bids, the Director of Schools and the Board Chair shall agree in written form that the property is of no value or is of less value than five hundred dollars (\$500).<sup>2</sup>

If reasonable attempts to dispose of surplus properties fail to produce monetary return to the district, the Board shall approve other methods of disposal.<sup>3</sup>

Surplus equipment will be auctioned off by the district at the end of the school year. The Board shall approve all surplus equipment prior to the materials being disposed of at the end of the school year.

## **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS<sup>4</sup>**

When equipment that was purchased with federal dollars is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment shall be made as follows:

1. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency; or
2. Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold, and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

### Legal References

1. TCA 49-6-2006(b)(3); TCA 49-6-2208
2. TCA 49-6-2007; Public Acts of 2019, Chapter No. 413
3. TCA 12-2-403(a)
4. 2 CFR § 200.313

### Cross References

Duties of Officers 1.201  
Inventories 2.702  
Textbooks 4.401

# Rutherford County Board of Education

Monitoring:

Review: Annually, in  
September

Descriptor Term:

**Credit Cards/Credit Lines**

Descriptor Code:

**2.8051**

Issued Date:

[Click here to  
enter a date.](#)

Rescinds:

**2.8051**

Issued:

**01/12/12**

## 1 Credit Cards

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

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

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

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

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

10 Cash advances from credit cards are prohibited.

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

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

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

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

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

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

21 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

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

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

#### Online Banking

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

District credit cards shall be maintained by the Director of Schools/designee through procedures developed and maintained in the district office for the purchase of appropriate goods and services for district or school related purposes only.<sup>1</sup> The credit card will be kept in a secure location, and the account number will remain confidential.

The Director of Schools/designee shall review and approve card transactions. Purchases which are not approved by the Director of Schools or the Director of Finance will be reimbursed to the district within ten (10) days of notification.

Card users shall be held accountable for appropriate use of credit cards/credit lines. Unauthorized use of a credit card/credit line shall be grounds for disciplinary action, including termination of employment. Cash advances using district credit cards are prohibited.

Any school employee that purchases items with the credit card or any approved credit line shall follow the guidelines outlined below:

1. Original receipts for each purchase shall be turned into the bookkeeper within three (3) working days of purchase;



2. If the credit card is used to pay for a conference or training, a copy of the registration form shall be turned in;
3. The bookkeeper or a separate employee shall check off on purchases and the physical inventory that is purchased;
4. All purchases shall be district or school related purchases;
5. If there is any incurred finance or late charges, the responsibility will belong to the person or program associated with said charges; and
6. Under no circumstances will the credit card/credit line be used to make personal purchases.

#### Legal References

1. *Tennessee Internal School Uniform Accounting Procedure Manual*, Section 4-8; Section 4-13 through 4-15

#### Cross References

Executive Committee 1.301  
Purchasing 2.805  
Purchase Orders and Contracts 2.808

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term: <b>Emergency Preparedness Plan</b>	Descriptor Code: <b>3.202</b>	Issued Date: <b>08/16/17</b>
		Rescinds: <b>3.202</b>	Issued: <b>06/09/16</b>

## 1 *General*

2 The Director of Schools shall be responsible for developing, maintaining, and acquiring board  
3 approval of the district Emergency Preparedness Plan<sup>1</sup> which shall include procedures for bomb  
4 threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and  
5 medical emergencies.

6 The principal of each school shall develop and implement emergency preparedness drills which shall  
7 be approved by the Director of Schools. When appropriate, such drills shall be held in conjunction with  
8 emergency response agencies. **These procedures shall be in written form and distributed to all staff,**  
9 **students, and parents.**

## 10 **FIRE AND SAFETY DRILLS**

11 The principal shall ensure that one (1) fire drill requiring full evacuation is given every thirty (30)  
12 school days, with two (2) fire drills occurring during the first thirty (30) full days of the school year.  
13 Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted  
14 throughout the year.<sup>2</sup>

15 The principal shall ensure that three (3) additional safety drills are given during the school year.<sup>3</sup> These  
16 drills may cover inclement weather, earthquakes, armed intruders, or other emergency drills that do not  
17 require full evacuation. A record of all fire or safety drills, including the time and date, shall be kept in  
18 each school's office.<sup>3</sup>

19 **The principal shall regularly check the quantity, locations, and conditions of fire extinguishers and**  
20 **shall give all school personnel instructions on how to properly use fire extinguishers.**

## 21 **ARMED INTRUDER DRILLS**

22 The Director of Schools or his/her designee shall ensure that the school safety team conducts at least  
23 one (1) armed intruder drill annually in coordination with local law enforcement.<sup>4</sup>

## 24 **AED DRILLS<sup>5</sup>**

25 **Any school with an AED** All schools shall conduct a CPR and AED drill to ensure awareness of the  
26 steps that shall be taken in the event of a medical emergency. The principal shall ensure that the drill  
27 occurs.

28 **The Director of Schools or his/her designee shall develop the necessary administrative procedures on**  
29 **AED and CPR training, planning, notification, and maintenance to comply with state law.**

## 1 MEDICAL EMERGENCIES/PANDEMIC FLU<sup>6</sup>

- 2 In the event of medical emergencies such as a pandemic flu outbreak, school officials shall cooperate  
3 and consult with the local and state health departments and other local emergency or healthcare  
4 providers in protecting students and the community from further infection. The Director of Schools  
5 shall develop procedures for health emergencies in accordance with state law and regulations.

---

### Legal References

1. TRR/MS 0520-01-03-.03(15); TCA 49-6-804
2. TCA 68-102-137(b)
3. TCA 68-102-137(f)
4. TCA 49-6-807
5. TCA 49-2-122; TCA 49-6-1208; Public Acts of 2019, Chapter No. 391
6. TCA 49-6-3004(a), (e); TCA 49-5-404

---

### Cross References

Emergency Closings 1.8011  
Safety 3.201  
Community Use of School Facilities 3.206

# Rutherford County Board of Education

Monitoring:  <b>Review: Annually, in November</b>	Descriptor Term:  <b>Grade Point Average (GPA) and Class Rank (9-12)</b>	Descriptor Code: <b>4.602</b>	Issued Date: <b>06/05/19</b>
		Rescinds: <b>4.602</b>	Issued: <b>03/14/13</b>

All students and all subjects (except pass/fail grades) are included in class rank and GPA. The Tennessee Board of Education's Uniform Grading System will be used for semester grades. GPA and class rank are based on semester averages only.

Grade & Quality Points	Percentage Range		Weighting for Honors/Advanced Honors Courses & National Industry Certification	Weighting for Local and Statewide Dual Credit Courses, and Dual Enrollment Courses	Weighting for Advanced Placement, Cambridge, International Baccalaureate Courses
<b>A=4 QP</b>	93	100	Will include the addition of <b>3</b> percentage points to the grades used to calculate the semester average*	Will include the addition of <b>4</b> percentage points to the grades used to calculate the semester average*	Will include the addition of <b>5</b> percentage points to the grades used to calculate the semester average*
<b>B=3 QP</b>	85	92			
<b>C=2 QP</b>	75	84			
<b>D=1 QP</b>	70	74			
<b>F=0 QP</b>	0	69			

\*Weighting is subject to the grading system requirements outlined in Board Policy 4.600. Class rank is computed at the end of the 5<sup>th</sup> and 7<sup>th</sup> semesters (regular semesters, not summer semesters). When a course is repeated, BOTH grades become a part of the GPA.

With regard to a Dual Enrollment Course taken by a student at an institute of higher education (IHE), if the IHE does not provide the district with numerical grades, the school district will convert the letter grade to a numeric grade based upon the following conversion:

Letter Grade Received from IHE	Numerical Grade Conversion
A+	100
A	95
A-	93
B+	92

B	88
B-	85
C+	84
C	80
C-	75
D	70
F	65

The additional four (4) percentage points will then be added to the student's final grade.

### **Valedictorian/Salutatorian Criteria for the Graduating Class of 2020 to 2022:**

1. The valedictorian/salutatorian shall be the student(s) who attain(s) the highest grade point average for grades 9-12 and;
2. The valedictorian/salutatorian shall have taken a minimum of twelve (12) honors or above honors level courses and;
3. The valedictorian/salutatorian shall meet all requirements for a student graduating with honors and a student graduating with distinction pursuant to the Tennessee Board of Education's criteria.
5. The requirements for valedictorian/salutatorian must be completed by the end of the 7<sup>th</sup> semester.

### **Valedictorian/Salutatorian Criteria for the Graduating Class of 2023 and Beyond:**

1. The valedictorian/salutatorian shall be the student(s) who attain(s) the highest grade point average for grades 9-12 and;
2. The valedictorian/salutatorian shall have taken a minimum of twelve (12) honors or above honors level courses and;
3. The valedictorian/salutatorian shall meet all requirements for a student graduating with distinction pursuant to the Tennessee Board of Education's criteria.
4. In the event multiple students meet the aforementioned criteria, then the highest achieved ACT composite will serve as the final determination criteria. ~~This will begin with the graduating class of 2023.~~

1           5. The requirements for valedictorian/salutatorian must be completed by the end of the 7<sup>th</sup>  
2           semester.

3   Exception: Schools in Rutherford County with an enrollment of less than 500 students shall determine  
4   valedictorian/salutatorian based upon honors and above honors level courses available.

5   Exception: If there is no student within the school who meets the above listed criteria, the valedictorian  
6   shall be the student with the highest grade point average.

7   Each high school principal shall approve a list of courses eligible for Honors/Advanced Honors and  
8   Advanced Placement status. A copy of the approved list will be placed in the Administrative Procedures  
9   Manual for the preceding school year. All honors/advanced honors and advanced placement courses  
10   must meet the Tennessee Board of Education's guidelines regarding standards for honors courses.

11   Students graduating with distinction will be noted and recognized in the graduation printed program.  
12   Additional "graduation with distinction" recognition will be the decision of the Board.

---

Cross References

Grading System 4.600  
Graduation Requirements 4.605

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term: <b>Graduation Requirements</b>	Descriptor Code: <b>4.605</b>	Issued Date: <b>11/15/16</b>
		Rescinds: <b>4.605</b>	Issued: <b>06/09/16</b>

## General

To meet the requirements for graduation, a student shall have attained an approved attendance, conduct and subject matter record which covers a planned program of education, and such record shall be kept on file in the high school.

The program of studies shall include areas and content required by the State Board of Education and shall be flexible enough to facilitate progress from one stage of development to another, thus providing for more effective student adjustment.

~~The pattern of courses which shall be required of all students in grades nine (9) through twelve (12) shall be in accordance with the Rules and Regulations of the State Board of Education and the Rutherford County Board of Education.~~

Students shall earn five (5) units of credit in order to be classified as a sophomore, eleven (11) units of credit to be classified as a junior, and seventeen (17) units of credit to be classified as a senior.

Before high school graduation, every student shall:<sup>1</sup>

1. Achieve the specified twenty-two (22) units of credit;
2. Take the required end-of-course exams;
3. Have satisfactory records of attendance and conduct;
4. Take the ACT or SAT in the 11<sup>th</sup> grade if enrolled in a Tennessee public school during their 11<sup>th</sup> grade year;<sup>2</sup> and
5. Complete Pass a United States civics test.<sup>3</sup>

The curriculum for homebound students is an integral part of the general curriculum of each school; therefore, homebound students shall also have the same participatory privileges with the following stipulations:

1. The medical verification of the physical disability of the student to participate is provided to the homebound teacher; and
2. The principal of the school be notified by May 1<sup>st</sup> of the current year by the homebound teacher of the student's intent to participate in graduation rehearsals and exercises.

Students who have completed all graduation requirements will be awarded a regular diploma. Students who complete all graduation requirements, but have not passed the proficiency test, will be awarded a certificate of attendance.

Any enrolling or transferring students in grades **eleven** (11) or **twelve** (12) that are in the care of or exiting the custody of the Department of Children's Services shall only be required to meet the minimum requirements for graduation established by the State Board of Education

#### **SPECIAL EDUCATION STUDENTS<sup>4</sup>**

Special education students who earn the prescribed twenty-two (22) credit minimum shall be awarded a regular high school diploma.

Students who have received the diplomas listed below shall continue to make progress towards a regular high school diploma until the end of the school year in which they turn twenty-two (22) years old.

##### *Special Education Diploma*

A special education diploma shall be awarded to students who have not met the requirements for a regular high school diploma<sup>5</sup> but have:

1. Completed four (4) years of high school;
2. Made satisfactory progress on their IEP; and
3. Maintained satisfactory records of attendance and conduct.

##### *Occupational Diploma*

Special education students who do not meet the requirements for a regular high school diploma may be awarded an occupational diploma if the student has:<sup>1,4</sup>

1. Completed at least four (4) years of high school;
2. Made satisfactory progress on their IEP;
3. Maintained satisfactory records of attendance and conduct;
4. Completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment (SKEMA); and
5. Has two (2) years of paid or non-paid work experience.

The decision to attain an occupational diploma shall be made at the conclusion of the student's 10<sup>th</sup> grade year or two (2) academic years prior to the expected graduation date.

##### *Alternate Academic Diploma*

Special education students who do not meet the requirements for a regular high school diploma may be awarded an alternate academic diploma if the student has:<sup>4</sup>

1. Completed at least four (4) years of high school;
2. Participated in the high school alternate assessment;
3. Earned the prescribed twenty-two (22) credit minimum;
4. Made satisfactory progress on their IEP;
5. Maintained satisfactory records of attendance and conduct; and
6. Completed a transition assessment that measures postsecondary education and training, employment, independent living, and community involvement.



## 1 STUDENT LOAD

2 All full-time students in grades 9-12 shall be enrolled each semester in subjects that produce a minimum  
3 of five (5) units of credit for graduation per year. Students with hardships and gifted students may appeal  
4 this requirement to the Director of Schools and then to the Board.<sup>6</sup>

## 5 EARLY GRADUATION<sup>7</sup>

6 High school students shall be permitted to complete an early graduation program. Students intending to  
7 graduate early shall inform the school principal of this intent prior to the beginning of 9<sup>th</sup> grade or as  
8 soon thereafter as the intent is known.

9 In order to graduate early, students shall meet the following requirements:

- 10 1. Earn the required eighteen (18) credits;
- 11 2. Achieve a benchmark score for each required end-of-course exam;
- 12 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 13 4. Meet the minimum ACT or SAT benchmark score (19 or higher on the ACT mathematics  
14 subtest or a 460 or higher on the SAT mathematics, 18 or higher on the English subtest and a  
15 19 or higher on the ACT reading subtest or 450 or higher on the SAT critical reading subtest);
- 16 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 17 6. Complete at least two (2) types of the following courses:
  - 18 a. AP;
  - 19 b. IB;
  - 20 c. Dual enrollment; or
  - 21 d. Dual credit.

22 The Director of Schools shall develop administrative procedures to ensure that the early graduation  
23 program is conducted in accordance with state law.

---

### Legal References

1. TCA 49-6-6001; State Board of Education Policy 2.103
2. TCA 49-6-6001(b); State Board of Education Policy 2.103
3. TCA 49-6-408; Public Acts of 2019, Chapter No. 442;  
State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06(1)(a); State Board of Education  
Policy 2.103
5. TCA 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.06(1)(a)(7)
7. TCA 49-6-8303; State Board of Education Policy 2.103

---

### Cross References

Basic Curriculum Program 4.201  
Grade Point Average and Class Rank 4.602

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term: <b>Testing Programs</b>	Descriptor Code: <b>4.700</b>	Issued Date: <b>08/16/17</b>
		Rescinds: <b>4.700</b>	Issued: <b>02/09/17</b>

## General

The Board shall provide for a system-wide testing program which shall be periodically reviewed and evaluated. The purposes of the program shall be to:

1. Assist in promoting accountability;
2. Determine the progress of students;
3. Assess the effectiveness of the instructional program and student learning;
4. Aid in counseling and guiding students in planning future education and other endeavors;
5. Analyze the improvements needed in each instructional area;
6. Assist in the screening of students with learning difficulties;<sup>1</sup>
7. Assist in placing students in remedial programs;
8. Provide information for college entrance and placement; and
9. Assist in educational research by providing data.<sup>2</sup>

The Director of Schools shall be responsible for planning and implementing the program which includes:

1. Determining specific purposes for each test;
2. Selecting the appropriate test to be given;
3. Establishing procedures for administering the tests;
4. Making provisions for interpreting and disseminating the results;
5. Maintaining testing information in a consistent and confidential manner; and
6. Ensuring that results are obtained as quickly as possible, especially when placement in a special learning program might be necessary.

1 State-mandated student testing programs shall be undertaken in accordance with guidelines published  
2 by the State Department of Education.<sup>3</sup>

### 3 **WEIGHTING TCAP SCORES**

4 TNReady<sup>4</sup> and EOC<sup>5</sup> scores shall be included in students' final grades as follows:

- 5 1. Grades 3-5 - 15%
- 6 2. Grades 6-8 - 15%
- 7 3. Grades 9-12 - 15%

8 EOC Grade Conversion from raw score to quick score will be the cube root methodology previously  
9 used by the Tennessee Department of Education for quick score generation.

10 The Director of Schools may exclude these scores from students' final grades if results are not received  
11 by the district at least five (5) instructional days before the end of the course.<sup>4,5</sup>

### 12 **INTEREST INVENTORIES AND CAREER ASSESSMENTS<sup>6</sup>**

13 Interest inventories shall be made available to middle schoolers. These will include assessments such as  
14 the Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, or the College Board Career Finder.

15 Career aptitude assessments shall be administered to 8<sup>th</sup> graders in order to inform the student's high  
16 school plan of study.

### 17 **TESTING INFORMATION AND PARENTAL CONSENT**

18 Any test directly concerned with measuring student ability or achievement through individual or group  
19 psychological or socio-metric tests shall not be administered by or with the knowledge of any employee  
20 of the district without first obtaining written consent of the parent(s)/guardian(s).<sup>2</sup>

21 Results of all group tests shall be recorded on students' permanent records and shall be made available  
22 to appropriate personnel in accordance with established board policies.<sup>7</sup>

23 No later than July 31<sup>st</sup> of each year, the Board shall publish on its website information related to state  
24 and board mandated tests that will be administered during the school year. The information shall  
25 include:<sup>8</sup>

- 26 1. The name of the test;
- 27
- 28 2. The purpose and use of the test;
- 29
- 30 3. The grade or class in which the test will be administered;
- 31
- 32 4. The tentative date or dates that the test will be administered;
- 33

5. The time and manner in which parent(s)/guardian(s) and students will be notified of the results of the test;

6. How parent(s)/guardian(s) can access the questions and answers on their student's state-required tests; and

7. If a board mandated test, how the test complements and enhances student instruction and learning and how it serves a purpose distinct from state-required tests.

~~Beginning with the 2015-2016 school year and for school years thereafter, the~~ Testing information shall also be placed in student handbooks or other school publications that are ~~provided~~ assessable to parent(s)/guardian(s) on an annual basis.

---

#### Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(7); TRR/MS 0520-01-03-.06(1)(b)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.06(1)(b); State Board of Education Policy 2.103; TCA 49-1-617
6. Public Acts of 2019, Chapter No. 108
7. TCA 10-7-504
8. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103

---

#### Cross References

Student Surveys, Analyses, and Evaluations 6.4001  
Student Records 6.600

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Separation Practices for Tenured Teachers</b>	Descriptor Code: <b>5.200</b>	Issued Date: <b>08/16/17</b>
		Rescinds: <b>5.200</b>	Issued: <b>06/05/14</b>

## 1 **SUSPENSION PENDING AN INVESTIGATION<sup>1</sup>**

2 The Director of Schools may suspend a teacher at any time that may seem necessary, pending investigation, or  
3 final disposition of a case before the Board or an appeal. If the matter under investigation is not the subject of an  
4 ongoing criminal investigation or a Department of Children's Services investigation, and if no charges for  
5 dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in duration. Under  
6 no circumstances shall the Director of Schools suspend a teacher with pay. If vindicated or reinstated, the teacher  
7 shall be paid full salary for the period of suspension.

## 8 **SUSPENSION OF THREE DAYS OR LESS<sup>2,3</sup>**

9 The Director of Schools or his/her designee may suspend a teacher for incompetence, inefficiency, neglect of duty,  
10 unprofessional conduct, and insubordination. Before an employee is suspended, he/she shall be: (1) provided with  
11 written notice, including the reasons for the suspension along with an explanation of the evidence; (2) given an  
12 opportunity to respond to the Director at a conference, if requested within five (5) days; and (3) given a written  
13 decision of the suspension within ten (10) days. Both parties may be represented by counsel at the conference,  
14 which shall be recorded.

15 Under no circumstances shall a Director of Schools suspend a tenured teacher with pay. If reinstated, the tenured  
16 teacher shall be paid full salary for the period of suspension, unless suspension without pay is deemed to be an  
17 appropriate penalty.

## 18 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS<sup>4</sup>**

19 The Board shall maintain a list of qualified individuals who have indicated a willingness to act as impartial hearing  
20 officers as defined under Tennessee law.

21 When charges are made against a tenured teacher, charging the teacher with offenses which may justify dismissal  
22 or a suspension greater than three (3) days, the charges shall be made in writing, specifically stating the offenses  
23 which are charged, and shall be signed by the party or parties making the charges.

24 If, in the opinion of the Board, the charges are of such nature as to warrant the dismissal or a suspension greater  
25 than three (3) days of the teacher, the Director of Schools shall give the teacher a written notice of this decision,  
26 a copy of the charges against the teacher, and a copy of a form provided by the Commissioner of Education  
27 advising the teacher of his/her legal duties, rights, and recourse.

28 A tenured teacher who has been given notice of charges against him/her may within thirty (30) days after receipt  
29 of notice give written notice to the Director of Schools of his/her request for a hearing.

30 The Director of Schools shall, within five (5) days after receipt of request, assign a hearing officer from the list  
31 maintained by the Board.

The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the parties or the attorneys for the parties, or both, to appear before the hearing officer for simplification of issues and the scheduling of the hearing. That hearing shall be set no later than thirty (30) days following receipt of the initial request for a hearing. In the discretion of the hearing officer, all or part of any prehearing conference may be conducted by telephone if each participant has an opportunity to participate, be heard, and to address proof and evidentiary concerns. The hearing officer is empowered to issue appropriate orders and to regulate the conduct of the proceedings.

Either party may appeal to the Board an adverse ruling by giving written notice of appeal within ten (10) working days of the hearing officer's delivery of the hearing officer's written findings and conclusions. The Director of Schools shall prepare a copy of the proceedings, including all transcripts and evidence, documentary or otherwise, and transmit the same to the Board within twenty (20) days of the receipt of the notice of appeal.

The Board shall hear the appeal on the record, and no new evidence may be submitted by either party. The appealing party may appear before the Board to argue why the adverse ruling should be overturned. In no event should such argument last more than fifteen (15) minutes, unless the Board should vote to extend additional time. At the conclusion of the hearing, any member of the Board may vote to sustain the decision of the hearing officer, send the record back for additional evidence, revise the penalty, or reverse the decision. The Board shall render its decision within ten (10) working days after the conclusion of the hearing. In the event that the decision of the Board is appealed to the chancery court, the Board shall transmit the entire record prepared by the Director and reviewed by the Board to the chancery court for its review.

## RESIGNATION

A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date of the resignation. A teacher who fails to give such notice, in the absence of justifiable extenuating circumstances, shall forfeit all tenure status. The Board may waive the thirty (30) days' notice requirement and permit a teacher to resign in good standing.<sup>5</sup>

The conditions under which it is permissible to break a contract with the Board are as follows:

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement of a physician approved by the Board
2. The drafting of the teacher into military service by a selective service board; or
3. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.<sup>6</sup>

Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the date of return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to render such notice may be considered a breach of contract.<sup>7</sup>

Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the State Board of Education and request the suspension of a teacher's license. After the State Board of Education has provided the teacher an opportunity for defense during a hearing, the Commissioner of Education may suspend the license for no less than thirty (30) and no more than three hundred sixty-five (365) days.<sup>8</sup>

## RETIREMENT

Retirement shall mean a termination of services under conditions which will allow the employee to draw

benefits from retirement plans and/or social security benefits. Employees eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system.

Central office personnel shall assist employees in securing retirement benefits; however, it shall be the responsibility of the retiring employee to provide verification of eligibility in writing from the **Tennessee Consolidated Retirement System** (TCRS) to the central office. It shall be the responsibility of the retiring employee to file for benefits.

Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss of retirement benefits. Retired teachers may substitute teach for additional days if the Director of Schools certifies in writing to the Board that no other qualified personnel are available to substitute teach.<sup>9</sup>

The Director of Schools may employ teachers retired for at least one (1) year for full-time employment as a kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will not be lost or suspended under certain conditions, which include but are not limited to the following:<sup>10</sup>

1. The Director of Schools of the employing system must certify in writing that no other qualified individuals are available to fill the position;
2. The Commissioner of Education must certify that the employing school system serves an area that lacks qualified teachers to serve in the position to be filled;
3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or receive medical insurance coverage; and
5. The salary paid to the retired member shall not be less than the rate of compensation set by the Board for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the rate of compensation set by Board for teachers with comparable training and years of experience filling similar positions.

---

#### Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b); **Public Acts of 2019, Chapter No. 248**
9. TCA 8-36-805
10. TCA 8-36-821

---

#### Cross References

Recommendations and File Transfers 5.203

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Separation Practices for Non- Tenured Teachers</b>	Descriptor Code: <b>5.201</b>	Issued Date: <b>08/16/17</b>
		Rescinds: <b>5.201</b>	Issued: <b>08/13/15</b>

## 1 **SUSPENSION PENDING AN INVESTIGATION<sup>1</sup>**

2 The Director of Schools may suspend a teacher at any time that may seem necessary, pending  
3 investigation, or final disposition of a case before the Board or an appeal. If the matter under investigation  
4 is not the subject of an ongoing criminal investigation or a Department of Children's Services  
5 investigation, and if no charges for dismissal have been made, a suspension pending investigation shall  
6 not exceed ninety (90) days in duration. Under no circumstances shall the Director of Schools suspend  
7 a non-tenured teacher with pay. If vindicated or reinstated, the non-tenured teacher shall be paid full  
8 salary for the period of suspension.

## 9 **SUSPENSION OF THREE DAYS OR LESS<sup>2</sup>**

10 A Director of Schools or his/her designee may suspend a teacher for incompetence, inefficiency, neglect  
11 of duty, unprofessional conduct, and insubordination. Before an employee is suspended, he/she shall be:  
12 (1) provided with written notice, including the reasons for the suspension along with an explanation of  
13 the evidence; (2) given an opportunity to respond to the Director at a recorded conference, if requested  
14 within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties  
15 may be represented by counsel at the conference, which shall be recorded.

## 16 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS<sup>2</sup>**

17 The Director of Schools may dismiss or suspend for more than three days any non-tenured teacher during  
18 the contract year for incompetence, inefficiency, insubordination, improper conduct, or neglect of duty  
19 after giving the non-tenured teacher, in writing, due notice of the charges.

20 The Director of Schools shall give the non-tenured teacher an opportunity for a full and complete hearing  
21 before an impartial hearing officer.

22 The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will  
23 hear the case and the employee shall have the right to:

- 24 1. be represented by counsel;
- 25 2. call and subpoena witnesses;
- 26 3. examine all witnesses; and
- 27 4. require that all testimony be given under oath.

28 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the  
29 affected employee within ten (10) working days following the close of the hearing. The employee may  
30 appeal the decision to the Board within ten (10) working days of the hearing officer rendering the written  
31 decision to the employee. Written notice of appeal to the Board shall be given to the Director of Schools.



1 Within twenty (20) days of receipt of notice, the Director of Schools shall prepare a copy of the  
2 proceedings, transcript, documentary, and other evidence presented and provide the Board a copy of the  
3 same.

4 The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in  
5 same manner as the non-tenured teacher.

6 The Board shall hear the appeal. No new evidence shall be introduced. The non-tenured teacher may  
7 appear in person or be represented by counsel and argue why the decision should be modified or reversed.  
8 The Board shall take one of the following actions:

- 9 1. sustain the decision;
- 10 2. send the record back if additional evidence is necessary; or
- 11 3. revise the penalty or reverse the decision.

12 Before any decision to dismiss is made, a majority of the membership of the Board shall concur in  
13 sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days  
14 after the conclusion of the hearing.

15 ~~The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in~~  
16 ~~same manner as the non-tenured teacher.~~

17 Within twenty (20) days after receipt of notice of the decision of the Board, either party may appeal to  
18 the chancery court in the county where the school system is located. The Board shall provide the entire  
19 record of the hearing to the court.

## 20 **NONRENEWAL**

21 Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of  
22 employment enjoyed by tenured teachers except that they have no claim upon continuing employment  
23 or tenure protections.

24 The principal is responsible for discussing deficiencies as part of the evaluation process with the non-  
25 tenured teacher and providing assistance for overcoming these deficiencies.

26 The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their  
27 contract period. If the Director of Schools determines not to renew the contract of a non-tenured teacher,<sup>1</sup>  
28 the following action shall be taken:

- 29 1. The Board shall be notified at the next regular board meeting; and
- 30 2. Written notice of non-renewal shall be hand delivered or sent to the employee by registered mail  
31 so that it will be received by the employee within five (5) business days following the last  
32 instructional day for the school year.<sup>3</sup>

## 33 **RESIGNATION**

A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date of the resignation.<sup>4</sup> The Board may waive the thirty (30) days-notice requirement and permit a teacher to resign in good standing.

The conditions under which it is permissible to break a contract with the Board are as follows:<sup>5</sup>

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement of a physician approved by the Board;
2. The drafting of a teacher into military service by a selective service board; and
3. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.

Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the date of return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to render such notice may be considered a breach of contract.<sup>6</sup>

Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the State Board of Education and request the suspension of a teacher's certificate. After the State Board of Education has provided the teacher an opportunity for defense during a hearing, the Commissioner of Education may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-five (365) days.<sup>7</sup>

## RETIREMENT

Retirement shall mean a termination of services under conditions which will allow the employee to draw benefits from retirement plans and/or social security benefits.

Employees eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system. Central office personnel shall assist employees in securing retirement benefits; however, it shall be the responsibility of the retiring employee to provide verification of eligibility in writing from the Tennessee Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility of the retiring employee to file for benefits.

Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss of retirement benefits. Retired teachers may substitute teach for additional days if the Director of Schools certifies in writing to the Division of Retirement that no other qualified personnel are available to substitute teach.<sup>8</sup>

The Director of Schools may employ teachers retired for at least one (1) year for full-time employment as a kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will not be lost or suspended under certain conditions, which include but are not limited to the following:<sup>9</sup>

1. The Director of Schools of the employing system must certify in writing that no other qualified individuals are available to fill the position;
2. The Commissioner of Education must certify that the employing school system serves an area that lacks qualified teachers to serve in the position to be filled;
3. The retired teacher must hold a valid license and shall not be entitled to tenure status;

4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or receive medical insurance coverage; and
5. The salary paid to the retired member shall not be less than the rate of compensation set by the board for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the rate of compensation set by board for teachers with comparable training and years of experience filling similar positions.

*(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this policy.)*

---

#### Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(GG); TCA 49-5-512(d)
3. TCA 49-5-409
4. TCA 49-5-508
5. TCA 49-411(a)
6. TCA 49-5-706
7. TCA 49-5-411(b)(4); Public Acts of 2019, Chapter No. 248
8. TCA 8-36-805
9. TCA 8-36-821

---

#### Cross References

Recommendations and File Transfers 5.203

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term:  <b>Sick Leave</b>	Descriptor Code: <b>5.302</b>	Issued Date: <b>10/31/18</b>
		Rescinds: <b>5.302</b>	Issued: <b>11/20/14</b>

## 1 PROFESSIONAL PERSONNEL

2 The time allowed for sick leave for professional personnel shall be one (1) day for each month employed  
3 during the school year and shall accumulate for an unlimited number of days.<sup>1</sup>

4 Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness  
5 or death of a member of the immediate family of a teacher, including the teacher's wife or husband,  
6 parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-  
7 in-law, son-in-law, brother-in-law, and sister-in-law.<sup>2</sup>

8 A signed statement listing the cause of absence shall be provided by the employee on forms furnished  
9 by the Director of Schools and shall promptly be given to the immediate supervisor in support of all  
10 claims for sick leave pay. A falsified statement shall be grounds for termination.

11 A certificate from the physician on forms furnished by the Board may be required in support of any  
12 claim for sick leave pay<sup>1</sup> and will always be required in support of absences for more than three (3)  
13 consecutive days. The procedures for long-term leaves are addressed in Board Policy 5.304.

14 Permanent, cumulative sick leave records for each active professional employee shall be kept in the  
15 Director of Schools' office.

16 A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee  
17 school system, provided that the director of schools of the system in which the accumulated leave was  
18 held provides notarized verification.<sup>1</sup>

19 In accordance with state law, any teacher who goes on maternity leave shall be allowed to use all or a  
20 portion of the teacher's accumulated sick or annual leave for maternity leave purposes. In order to be  
21 eligible to use sick leave, written request of the teacher accompanied by a statement from the teacher's  
22 physician verifying pregnancy shall be submitted. Upon verification by a written statement from an  
23 adoption agency or other entity handling an adoption, a teacher may also be allowed to use accumulated  
24 leave for adoption of a child. If both adoptive parents are teachers employed by the district, however,  
25 only one (1) parent is entitled to use such leave.<sup>3</sup> The procedures for Family and Medical Leave are  
26 addressed in Board Policy 5.305.

27 Personnel shall be granted bereavement leave up to **three (3)** days per event in the event of death of an  
28 immediate family member. Interim employees and re-employed retirees will be granted bereavement  
29 leave up to **three (3)** days per event in the event of death of an immediate family member after six (6)

months of employment. Immediate family member shall include the employee's spouse/legal guardians, parents, grandparents, children, grandchildren, siblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-siblings, step-children, step-grandchildren, and foster children. Personnel shall be granted bereavement leave up to one (1) day per event in the event of death of a cousin, aunt, uncle, niece, or nephew. If additional days are needed for out of state travel, personnel shall discuss with the principal the need to use up to two (2) additional sick days without the requirement of a doctor's note. Personnel will be responsible for submitting bereavement documentation within five (5) working days of returning to work.

The time allowed/days earned for sick leave shall be one (1) day for each month an employee is employed. Interim certified teachers will earn one (1) sick day per month upon contracting with the District. All other interim employees shall begin earning one (1) day of sick leave for each month employed by the District after six (6) months of interim employment.

Retired personnel re-employed by the District after employee's retirement shall not earn sick leave.

#### **SUPPORT PERSONNEL**

Support personnel shall earn one (1) day of sick leave for each month an employee is employed.

At the termination of the employment of any employee, all unused sick leave accumulated by the employee shall be terminated.

The immediate supervisor may require a physician's certificate stating the reason for absence of three (3) or more consecutive days

#### **SICK LEAVE BANK**

The purpose of the sick leave bank is to provide sick leave to all employees who have suffered an unplanned personal illness, injury, disability, or quarantine and whose personal sick leave is exhausted.

To form a sick leave bank, a minimum of twenty (20) employees from the school system shall petition the Board for permission to establish a sick leave bank. Upon approval, sick leave bank trustees shall be appointed and shall operate as the governing body of the sick leave bank and shall enact rules and regulations consistent with state law.<sup>4</sup> Employees wishing to participate shall initially give a maximum of three (3) days of sick leave. These days are to be deducted from the employee's personal accumulation and donated to the sick leave bank. Donations of sick leave to the bank are nonrefundable and nontransferable.<sup>5</sup>

At any time, the number of days in the sick leave bank is less than twenty (20), or one (1) per employee if there are more than twenty (20) members, or at any time deemed advisable, the trustees shall assess each member one (1) or more days of accumulated sick leave. If an employee has no accumulated sick

1 leave at the time of assessment, the first earned days shall be donated as they are accrued by the  
2 employee.<sup>5</sup>

3  
4 An employee who is a member of the sick leave bank may request an allotment of days (for the  
5 employee's personal illness only) in the manner designated by the trustees. The need for these days must  
6 be verified by a statement from a doctor.

7 By written notice to the trustees, an employee may withdraw from bank participation on June 30 of any  
8 year.<sup>6</sup> Membership withdrawal results in forfeiture of all days contributed.

9  
10 The sick leave bank shall be operated in accordance with state law.

---

#### Legal References

1. TCA 49-5-710
2. TRR/MS 0520-01-02-.04(2)
3. TCA 49-5-710(a)(2); Public Acts of 2018,  
Chapter No. 907
4. TCA 49-5-804; TCA 49-5-805
5. TCA 49-5-807
6. TCA 49-5-806

---

#### Cross References

Long-Term Leaves of Absence 5.304  
Family and Medical Leave 5.305  
Physical Assault Leave 5.307

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Personal and Professional Leave</b>	Descriptor Code: <b>5.303</b>	Issued Date: <b>11/20/14</b>
		Rescinds: <b>5.303</b>	Issued: <b>01/15/09</b>

Personal and professional leave shall be granted in accordance with the laws of the State of Tennessee and the rules and regulations of the State Board of Education.

The Director of Schools shall develop procedures for granting personal leave to employees.

Any personal leave remaining unused at the end of a year shall be credited to sick leave except in the case of the following circumstances:<sup>1</sup>

1. Certified personnel with ten (10) to fifteen (15) years of experience shall be able to retain up to three (3) earned personal days. One (1) of those days, if available, will roll over from the previous year.
2. Certified personnel with sixteen (16) to twenty-five (25) years of experience shall be able to retain up to four (4) earned personal days. Two (2) of those days, if available, will roll over from the previous year.
3. Certified personnel with twenty-six (26) or more years of experience shall be able to retain five (5) earned personal days. Three (3) of those days, if available, will roll over from the previous two (2) years.

If, at the termination of services, any employee has been absent for more days than leave has been earned, an amount sufficient to cover the excess days used shall be deducted from the employee's final salary payment.

Subject to the following conditions, personal leave may be taken at the discretion of the employee:

1. Except in emergency, each employee shall give the principal/supervisor at least one day's notice in writing of intent to take leave;
2. The approval of the principal of the school shall be required:<sup>2</sup>
  - a. If more than ten percent (10%) of the teachers in any given school request its use on the same day;
  - b. If requested during any prior established student examination period;
  - c. If requested on the day immediately preceding or following a holiday or vacation period;
  - d. If personal leave is requested for days scheduled for professional development or in-service training, according to a school calendar adopted by the local board of education prior to the commencement of the school year; or

- e. If personal leave is requested for days scheduled for parent-teacher conferences, according to a school calendar adopted by the local board of education prior to the commencement of the school year.

Professional leave is a short, temporary absence for the purpose of attending workshops and other meetings relating to school business or serving on boards and commissions which meet during daytime hours when appointed by a mayor, city council, county executive or county commission.<sup>3</sup>

Requests shall be submitted to the principal at least five (5) days prior to requested leave of absence.

---

#### Legal References

1. TCA 49-5-711; TRR/MS 0520-01-02-.04(3)
2. TCA 49-5-711 (c)(1)
3. TCA 49-5-205



# Rutherford County Board of Education

Monitoring:  Review: Annually, in March	Descriptor Term:  <b>Voluntary Pre-K Attendance</b>	Descriptor Code: <b>6.2011</b>	Issued Date: <b>06/07/18</b>
		Rescinds:	Issued:

The board may establish an early childhood education program to address the educational needs of eligible four-year old children. The program will provide educational services in accordance with state law and the policies, rules, and regulations of the state board of education and the department of education.<sup>1</sup>

While enrollment in an approved pre-kindergarten program is voluntary<sup>2</sup>, attendance is a key factor in student achievement; therefore, students are expected to be present each day school is in session.

## EXCUSED ABSENCES

Absences shall be classified as either excused or unexcused as determined by the site-level administrator. Excused absences shall include, but not be limited to:

1. The child has a personal illness or injury;
2. The child has other ongoing health related ailments which temporarily prevent attendance;
3. The child contracts a communicable disease (virus or flu);
4. Religious observances;
5. Death in the family; and
6. Limited medical/dental/therapy appointments.

## UNEXCUSED ABSENCES

Students who have four (4) or more unexcused absences within one (1) month shall be reported to the site-level administrator who will, in turn, contact the parent(s)/guardian(s) of the student and determine the child's participation status in the program. The site-level administrator shall document all communication attempts to contact the parent(s)/guardian(s) and the outcomes of those attempts.

Students who have five (5) or more unexcused absences in a three (3) month period shall be reported to the site-level administrator who will, in turn, contact the parent(s)/guardian(s) of the student and develop an attendance plan with the help of the parent(s)/guardian(s) and other appropriate school personnel. The attendance plan shall:

1. Identify the reasons for the absences;

2. Include a specific plan and date for establishing regular attendance or alternative services that meet the student's educational goals; and
3. Include the documentation of services and student outcomes to determine the effectiveness of the attendance plan.

## DISMISSAL

Students who are absent five (5) days or more within one (1) month or ten (10) days in one (1) year without adequate excuse may be terminated from the program. The site-level administrator shall submit dismissal documentation to the Department of Education's Voluntary Pre-K director for approval.

The district shall not dismiss a student without first implementing an attendance plan, unless there are special circumstances approved by the state VPK director.

Once dismissal is approved, a waiting list applicant who meets eligibility determinations may fill the vacant position.

The student may re-enter the program after a 30-day waiting period and a parent conference if there are any available vacancies.

## DISTRICT VOLUNTARY PRE-K CONTACT

~~Linda Prichard~~ Jamie Hubbard

Pre-K Instruction Specialist

Phone: 615-893-5815

E-Mail: ~~prichardl@rcschools.net~~ Hubbardj@rcschools.net

---

### Legal References

1. TCA 49-6-101, *et seq.*; TRR/MS 0520-12-01
2. TCA 49-6-103(a)

---

### Cross References

Attendance 6.200

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Bus Safety and Conduct</b>	Descriptor Code: <b>6.308</b>	Issued Date: Click here to enter a date.
		Rescinds: <b>6.308</b>	Issued: <b>01/15/09</b>

In order to maintain conditions and atmosphere suitable for learning, no person shall enter onto a school bus except students assigned to that bus or parent(s)/guardian(s)/other persons previously granted permission by the district to be on the bus.<sup>1</sup>

The school bus is an extension of school activity; therefore, students shall conduct themselves on the bus in a manner consistent with the established standards for safety and classroom behavior.

Students are under the supervision and control of the bus driver while on his/her bus, and all reasonable directions given by him/her shall be followed. A driver may remove a student in the event that the driver finds it necessary for the safety of the other student passengers or the driver, provided that the driver secures the safety of the ejected student for the uncompleted trip. A driver shall report to school authorities as soon as possible, but no later than the following day, any student refusing to obey the driver or exiting the bus without the driver's permission at a point other than the student's destination for that trip.<sup>2</sup>

The principal of the student transported shall be informed by the bus driver of any serious discipline problem and may be called upon to assist if necessary. A student may be denied the privilege of riding the bus if the principal determines that his/her behavior is such as to cause disruption on the bus, or if he/she disobeys state or local rules and regulations pertaining to student transportation.

The suspension of a student from riding the school bus shall follow the same procedures as for any other school suspension.

Any student who gets off the bus at any point between the pick-up point and school must present the bus driver with a note of authorization from the parent(s)/guardian(s) and signed by the school principal.

Any student wishing to ride a bus other than his/her designated bus must have written parental permission and the approval of the principal or his/her designee.

Students who transfer from bus to bus while en route to and from school shall be expected to abide by the discipline policies adopted by the Board and rules adopted by the staff of the terminal school.

## USE OF VIDEO CAMERAS

1 Video cameras may be used to monitor student behavior on school vehicles transporting students to and  
2 from school or extracurricular activities. Video footage shall be used only to promote the order, safety,  
3 and security of students, staff, and property.

4 Students in violation of bus conduct rules shall be subject to disciplinary action in accordance with  
5 established Board policy and regulations governing student conduct and discipline.

6 The district shall comply with all applicable state and federal laws related to photographs and video  
7 recordings.<sup>3</sup> These materials shall be maintained for a minimum of three (3) days. Photographs and  
8 videos may not be available after three days due to the limitations of data storage space.  
9 Parent(s)/guardian(s) may submit requests to view photographs and video footage to the Director of  
10 Schools/designee, and a time shall be arranged for viewing. The Director of Schools/designee shall be  
11 present when parent(s)/guardian(s) are provided the opportunity to review photographs and video  
12 footage.<sup>4</sup>

13 ~~Video surveillance shall be used only to promote the order, safety and security of students, staff and~~  
14 ~~property.~~

15 The Director of Schools ~~is directed to~~ shall develop procedures governing the use of video cameras in  
16 accordance with the provisions of the law and established Board policies.

---

Legal Reference:

1. TCA 49-6-2008
2. TCA 49-6-2118(d)
3. TCA 10-7-504; 20 USCA § 1232g
4. Public Acts of 2019, Chapter No. 456

---

Cross References:

Student Transportation Management 3.400  
Scheduling and Routing 3.401  
Discipline Procedures 6.313  
Suspension/Expulsion/Remand 6.316  
Student Records 6.600-604

# Rutherford County Board of Education

Monitoring:

Review: Annually, in  
October

Descriptor Term:

## Service Animals in District Facilities

Descriptor Code:

3.218

Issued Date:

[Click here to  
enter a date.](#)

Rescinds:

Issued:

In accordance with the provisions of the Americans with Disabilities Act, service dogs and trained miniature horses<sup>1</sup> (hereinafter referred to as service animals) are permitted for use by individuals with disabilities on district property and in district facilities provided the individuals and their animals meet the requirements and responsibilities covered in this policy.

When an individual with a disability seeks to bring a service animal into a district facility, the district is entitled to ask the individual if the animal is required because of a disability and what work or task the animal has been trained to perform.<sup>2</sup> The district is not entitled to ask for documentation that the animal has been properly trained, but the individual bringing the animal into a district facility will be held accountable for the animal's behavior.

Any service animal brought into a district facility by an individual with a disability must have been trained to do work or perform tasks for the individual. The work or tasks performed by the service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this policy.

Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a public entity's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.

District staff may ask an individual with a disability to remove a service animal from the premises if:

1. The animal is out of control and the animal's handler does not take effective action to control it;

2. The animal is not housebroken; or

3. The animal's presence would fundamentally alter the nature of the service, program, or activity.<sup>3</sup>

If the district excludes a service animal due to the reasons listed above, the district shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

The district shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets.

---

#### Legal References

1. 28 CFR § 35.104; 28 CFR § 35.136(i)
2. 28 CFR § 35.136
3. 28 CFR § 35.130

# Rutherford County Board of Education

Monitoring:  <b>Review: Annually, in November</b>	Descriptor Term:  <b>Homebound Instruction</b>	Descriptor Code: <b>4.206</b>	Issued Date:
		Rescinds:	Issued:

The homebound instruction program is for students who because of a medical condition are unable to attend the regular instructional program.<sup>1</sup> The homebound instruction program shall consist of three (3) hours of instruction per week while school is in session for a period of time determined, on a case-by-case basis, by the district.

To qualify for this program, a student shall have a medical condition that will require the student to be absent for a minimum of ten (10) consecutive instructional days, or for an aggregate of at least ten (10) instructional days for a student who has a chronic medical condition. The student shall be certified by his/her treating physician as having a medical condition that prevents him/her from attending regular classes. The services provided to the homebound student shall reflect the student's capabilities and be determined by the homebound instructor, after consultation with appropriate professional staff of the student's assigned school.

Recertification shall be obtained after the expiration of each period of homebound instruction if the student's treating physician certifies, in writing, that the student has a medical condition that prevents him/her from returning to regular classes.

---

## Legal References

1. TCA 49-10-1101; TRR/MS 0520-01-02-.10

---

## Cross References

Student Communicable Diseases 6.403  
Acquired Immune Deficiency Syndrome 6.404

<b>Rutherford County Board of Education</b>			
Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Sabbatical Leave</b>	Descriptor Code: <b>5.308</b>	Issued Date: <a href="#">Click here to enter a date.</a>
		Rescinds:	Issued:

- 2 Certified and classified employees shall be entitled to a leave of absence without pay not exceeding one  
3 (1) year to further education on a full-time basis, provided such academic work entails a minimum of  
4 nine (9) hours per semester. No certified and classified employees shall be eligible for more than one (1)  
5 sabbatical leave every seven (7) years of consecutive service with the school district.
- 6 Additionally, certified employees must apply no later than April 1<sup>st</sup> for leave during the next fiscal school  
7 year. Proof of enrollment and completion of courses must be provided each semester, and the program  
8 of study must be an advanced study in education beyond the employee's current degree attained.  
9 Employee must return and work for the district for a minimum of one (1) year after sabbatical has ended.  
10 Educational leave is not automatically granted. Factors to be considered are: current position, availability  
11 of an interim replacements, budget, school needs, and other factors that impact student achievement.

---

#### Cross References

Long-Term Leaves of Absence 5.304  
Family and Medical Leave 5.305



# Rutherford County Board of Education

Monitoring:  <b>Review: Annually, in April</b>	Descriptor Term:  <b>Students from Military Families</b>	Descriptor Code: <b>6.506</b>	Issued Date:
		Rescinds:	Issued:

## 1 *General*

2 The Director of Schools shall develop the necessary administrative procedures to ensure that students  
3 with parent(s)/guardian(s) in the armed services are identified and that appropriate and available  
4 services are provided for these students.<sup>1</sup>

## 5 **RELOCATION OF MILITARY SERVICE MEMBER<sup>2</sup>**

6 A student who does not currently reside within the school district shall be allowed to enroll if he/she is  
7 a dependent child of a service member who is being relocated to Tennessee on military orders. To be  
8 eligible for enrollment, the student will need to provide documentation that he/she will be a resident of  
9 the school district on relocation.

10 Within thirty (30) of enrollment, the parent(s)/guardian(s) of the student shall provide proof of  
11 residency within the school district.

## 12 **ABSENCES**

13 Principals shall provide students with a one (1) day excused absence prior to the deployment of and a  
14 one (1) day excused absence upon the return of a parent/guardian serving active military service.

15 Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a  
16 parent/guardian during a deployment cycle. The student shall provide documentation to the school as  
17 proof of his/her parent's/guardian's deployment. Students shall be permitted to make up school work  
18 missed during these absences.<sup>3</sup>

---

### Legal References

1. State Board of Education Policy 2.103
2. Public Acts of 2019, Chapter No. 138
3. TCA 49-6-3019

---

### Cross References

Attendance 6.200  
School Admissions 6.203

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term: <b>Community Use of School Facilities</b>	Descriptor Code: <b>3.206</b>	Issued Date: <b>03/17/16</b>
		Rescinds: <b>3.206</b>	Issued: <b>11/12/15</b>

When not in use for school purposes, school buildings and grounds or portions thereof may be used for public, governmental, charitable, civic, recreational, cultural, and other purposes as approved by the Board.<sup>1,2</sup>

- School facilities shall not be used for funeral, cremation, or burial purposes or services. Memorial services may be permitted for individuals who have particularly strong involvement with a school or the school system if approved in advance by the Director of Schools, and so long as the deceased is not brought onto school facility property.”
- Requests for the use of a school's facilities shall be made at the office of the principal at least thirty (30) days prior to the date of use.
- Unless exempted from fees as provided in this policy or by state law, any group or entity desiring to use a school facility shall be required to pay the school system for the use of the facilities in accordance with a fee schedule adopted by the Board of Education.
- Student clubs and activities of a Rutherford County school, a parent-teacher association of a Rutherford County school, organizations affiliated with a Rutherford County school, and governmental entities of Rutherford County shall be permitted use of school facilities without charge. Public schools of the State of Tennessee serving any grades between Kindergarten and Twelfth grade shall also be allowed to use school facilities without charge for activities associated with Rutherford County schools or if approved by the Director of Schools. Public education schools and institutions, post-secondary education institutions, private universities and colleges, and 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 as determined in the sole discretion of the Board based upon the details of the specific request.
- ~~Patriotic and national organizations listed in Title 36 Part B of the United States Code with~~  
~~an~~Subject to the limitations provided in this section, non-profit entities with educational purposes that aligns with the curriculum standards of the school system (“Title 36 Educational Organization”) may enter into a Memorandum of Agreement with a school to provide in-kind services to a school with a value equal to or greater than the facilities use fee for the facilities sought in exchange for which the Title 36 Educational Organization may be allowed the use of said facilities without charge for meetings or events involving students attending the school for which the use of facilities is sought. The terms and conditions of the Memorandum of Agreement must be approved by the Director of Schools or his/her designee and is further

subject to availability of space and such terms and conditions as the Director may require. In the event an Educational Title 36 Organization meeting or event involves an expense to the school above in excess of normal and routine utilities, the Director of Schools or his/her designee may still require payment of those costs as a condition to allowing the use of facilities. In the event an Educational Organization does not provide the in-kind services agreed in the Memorandum of Agreement, the Educational Organization will be responsible for payment of the use of facilities fee for the facilities utilized. Notwithstanding the above, No athletic competition or practice utilizing gym or field facilities shall be eligible for use without payment of a fee under a Memorandum of Agreement due to the expense of maintaining such facilities after such uses.

6. School facilities may not be used for private profit, except that unused facilities may be leased for private day-care centers which provide educational and child care services to the community;<sup>3</sup>
7. All activities must be under adult supervision and approved by the building principal. If deemed necessary, the principal may assign a school employee to be present. The group using the facilities will be responsible for any damage to the building or equipment.
8. Groups receiving permission for building use are restricted to the dates and hours approved and to the building area and facilities indicated, unless requested changes are approved by the principal. Entry into other areas of the facility will be considered trespassing. The permission granted for each group may not be extended to other groups or individuals.
9. Groups receiving permission for building use are responsible for the observance of all fire and safety regulations at all times; Groups will be required to agree to consult with the Principal or designee about compliance with the existing school safety plan as a part of their use. The number of attendees may not exceed the number authorized and must be in compliance with local fire codes.
10. The use of alcoholic beverages, weapons or explosives, drugs or tobacco, profane language, or gambling in any form is not permitted in school buildings;
11. During emergencies or disasters, the Board will cooperate with recognized agencies, such as the Red Cross, National Guard and Civil Defense to make suitable facilities available without charge;
12. When school kitchens are used, at least one member of the cafeteria staff must be present to supervise the use of equipment;
13. The Board will approve and periodically review a fee schedule for the use of school facilities by community or civic organizations and other non-profit groups.
14. The director of schools shall develop procedures and forms to effectively implement this policy. Use of school facilities by a group or entity which is not exempt from the use of facilities fee are subject to the following rules and requirements:

- A. A period of use not to exceed one calendar year may be allowed upon request and may be renewed at the discretion of the Board for additional terms of one year each up to a maximum of ten years.
- B. The entity or group must have an established organization within the county or the event must be hosted by an established organization within the county.
- C. A school custodian must be employed to perform custodian services and must be paid through the payroll system.
- D. Classroom use is not recommended, but if a classroom is used, it must be put in order before the group leaves or prior to the next scheduled use by the school.
- E. Any school equipment to be used must be specified and approved by the principal prior to its use. The principal shall satisfy himself that the person to use the equipment is familiar with it and properly instructed in its operation. Any and all damage to equipment shall be paid for by the group or entity using the facilities.

15. All use of facilities requests for non-school related activities must be accompanied by a certificate of insurance showing the Board of Education as additional insured with a minimum limit of \$2,000,000 liability insurance. A limit of \$1,000,000 may be allowed at the discretion of the Director of Schools for certain activities.

16. School facilities use by the Rutherford County Board of Education shall not be used for partisan political meetings.

~~17. This policy shall take effect August 1, 2016.~~

---

Legal References

1. TCA 49-50-201
2. TCA 49-2-203(b)(4); TCA 49-2-405
3. TCA 49-2-203(b)(4)(B)

---

Cross References

Tobacco-Free Schools 1.803  
Care of School Property 6.311

Additions:

Signs, banners, flags or other displays may not be erected on school property unless the permission of the Principal or Principal's Designee is obtained in advance and only if such displays do not deface, obstruct or damage school property.

An outside organization shall not restrict participation in an activity or event taking place on school property because of an individual's race, religion, creed, gender, national origin or disability.

All activities must be orderly and lawful, and must comply with all federal, state, and local laws and ordinances.

Parking is permitted only in designated areas.

The use of lighted athletic fields must end by 10:00 PM.

