

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

**OCTOBER 26, 2023
5:30 P.M.**

AGENDA

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

Recommended Motion - to approve the agenda as presented.

5. APPROVAL OF CONSENT AGENDA (TAB 1)

- A. Minutes: Oct. 12, 2023, Board Meeting Minutes**
- B. Community Use of Facilities**

**FACILITIES USE
10/26/2023**

Fees

Christiana Middle	Believers Faith Fellowship, church service, auditorium & cafeteria, 10/15/23, \$415, *retro review
Oakland High	Southern Force, softball practice, sports field, 10/26/23 – 7/31/24, \$18 per hour
Oakland Middle	Top Notch Basketball, practice & games, gyms, 2/21/24 – 5/31/24, \$18 per hour per gym
Roy Waldron	The Villas at Central Park HOA, meeting, library, 11/2/23, \$15 per room

Siegel High	SOZO Dance Academy, dance recital, classrooms & auditorium, 12/8/23 – 12/10/23, \$945
Siegel High	Spotlite Dance Studio, Christmas program, auditorium, 12/16/23, \$285
Siegel High	Spotlite Dance Studio, run-through, auditorium, 11/29/23, \$285
Siegel High	Spotlite Dance Studio, dance run-through, auditorium, 2/10/24, \$285
Siegel High	The Dancers School, performance, classrooms & auditorium, 5/29/24 – 6/1/24, \$360 per day

No Fees

Rock Springs Elementary	Universal Sports League, basketball practices and games, gym, 11/27/23-3/3/24, no fees
Stewarts Creek High	Ethos Youth Ensembles, rehearsals & concert, auditorium and band room, 11/13/23 – 4/29/24, no fees *In-Kind Agreement

Note: Facility use prior to 10/26/23 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.**

C. School Salary Supplements and Contract Payments:

Certified-Name	NTE Amount	School	Funded By	Description
Barry Wortman	\$6,000.00	Blackman High	School Funds - Athletics	Facility Supervision
Tyler Eady	\$1,000.00	Oakland High	School Funds - Girls Soccer	Mowing soccer field
Frances Spintzyk	\$23.50 / hour	Oakland Middle	Outside group - Use of Facilities	Site Supervision

Melissa West	\$23.50 / hour	Oakland Middle	Outside group - Use of Facilities	Site Supervision
Ricky Field *3	\$450.00	Riverdale	School Funds - Football	Assistant Football Coach
Austin Sisco	\$1,200.00	Riverdale	School Funds - Football	Head Freshmen Football Coach
Michael Stone	\$1,000.00	Rockvale High	School Funds - Swimming	Lifeguard / Assistant Swimming Coach
Michael Davis	\$2,000.00	Stewarts Creek High	School Funds - Football	Practice Field maintenance
William Hawkins, Jr.	\$2,300.00	Stewarts Creek High	School Funds - Football	Concession Stand Operations
Jeffrey Sobocinski *6	\$2,500.00	Stewarts Creek High	School Funds - Various	Bus Driver
Non-Faculty Name	NTE Amt.	School	Funded By	Description
Michael King	\$1,840.50	Oakland High	Oakland High School Band Boosters	Band Staff
Kaylee Joslyn	\$2,240.00	Oakland High	Oakland High School Band Boosters	Band Staff
Tonya Lawson	\$930.00	Oakland High	Oakland High School Band Boosters	Band Staff
Valanna Lyons	\$3,000.00	Oakland High	Oakland High School Softball Boosters	Assistant Softball Coach
Wilson Sharpe	\$600.00	Oakland High	Oakland High School Band Boosters	Band Staff

Jesse Lowery *3	\$450.00	Riverdale	School Funds - Theatre	Music Directing - teaching music
Andrew Brown	\$1,000.00	Rockvale High	School Funds - Swimming	Lifeguard / Assistant Swimming Coach
Elizabeth Dentino	\$500.00	Rockvale High	School Funds - Cross Country	Assistant Cross Country Coach
Brittni Young	\$1,000.00	Rockvale High	School Funds - Swimming	Assistant Swimming Coach
Reuben Fletcher	\$2,242.70	Rockvale Middle	School Funds - Football	Assistant Football Coach
Derek King	\$2,242.70	Rockvale Middle	School Funds - Football	Assistant Football Coach
Daniel Draper	\$35 / hour	Siegel High	Siegel High School Band Boosters	Private lessons - drumline/tenor drum
Nicholas Newby	\$1,800.00	Siegel High	School Funds - Boys Soccer	Assistant Boys Soccer Coach - Spring 2023
Classified-Name	NTE Amt.	School	Funded By	Description
Brandon Utley *2	Hourly	Oakland High	School Funds - Indoor Facility	Additional custodial work for the 2023 / 2024 school year

- 1 Approved previously for an amount \$500 or greater
- 2 Overtime rate for special events
- 3 Anticipate amounts over \$500 this school year
- 4 Amend prior approval
- 5 Less than \$500 but part of event total
- 6 Must have the approval of the Transportation Department
- 7 Classified Employee Coach
- 8 Regular Rate - Part time employee

D. Non-Faculty Volunteer Coaches:

According to the 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 2023-24 school year:

NAME	SCHOOL	SPORT
Mastin, Jabahri	Blackman Middle	Boys Basketball
McClellan, Micah	Blackman Middle	Baseball
Yancey, Jonathan	Blackman Middle	Track
Saller, Steve	Christiana Middle	Wrestling
Lyons, Valanna	Oakland High	Softball
McHenry, Joe	Rockvale High	Softball
Vinson, Chad	Rockvale High	Boys Basketball
Judy, Alice	Rocky Fork Middle	Band
Draper, Daniel	Siegel High	Band
Addison, Tyler	Smyrna High	Swim
Wright, Bobby	Stewarts Creek Middle	Girls Basketball
Buchanan, Larenta	Whitworth-Buchanan	Boys Basketball
Krepp, Phillip	Whitworth-Buchanan	Archery

Recommended Motion – to approve the consent agenda as presented.

6. RUTHERFORD PROUD

RCS Career and Technical Education Coordinator, Tyra Pilgrim has been named one of five finalists for the National Administrator of the Year by the Association of Career and Technical Education. Pilgrim was named the Region II Administrator of the Year earlier this month. Region II consists of Tennessee, Virginia, South Carolina, North Carolina, Georgia, Florida, Alabama, and Kentucky. Pilgrim will attend the national awards ceremony in Phoenix in November to learn whether she has been selected the national winner.

7. PUBLIC COMMENT

Public comment requests to address the Board must be provided in writing to the Director of Schools' office no later than noon (12:00 p.m.) on the day of the meeting by completing the Public Comment Form. Speakers will have three (3) minutes to speak.

8. GUEST SPEAKERS

- Presented at the Board Work Session: Perry Weather Presentation by Cade Clayton.

Perry Weather is a weather monitoring and alert system that can help with all outdoor weather activities like sports, recess, snow days, school arrival and departure.

- Board Meeting: Chris McIntyre and Kerry Young are available remotely to answer questions regarding CMTA.

The Board has previously voted in favor of proceeding with negotiating with CMTA for materials and services to provide an energy savings program for the school system. The form and structure of an Energy Savings Agreement has been negotiated between CMTA and Board Attorney Jeff Reed.

9. HUMAN RESOURCES (TAB 2)

MEMORANDUM OF UNDERSTANDING WITH PROFESSIONAL EDUCATORS - The Board of Education Management Team and the Professional Educators of Rutherford County, represented by the Rutherford Education Association in the collaborative process has reached agreement as presented in the Memorandum of Understanding.

Recommended Motion – to approve the Memorandum of Understanding between the Rutherford County Board of Education and the Professional Educators of Rutherford County Schools as presented.

10. ZONING UPDATE

11. ENGINEERING AND CONSTRUCTION (TAB 3)

Request to change the Plainview Elementary School building signage. Dr. Mark Gonyea is requesting to replace the school logo signage on the front of the building. The cost for this project is estimated to be \$6,080.81 and to be funded from school funds. Engineering and Construction has reviewed the request and recommends approval.

Recommend Motion - to approve Plainview Elementary School request to install a new building logo as presented at no cost to the Board.

Possible land acquisition:

The Board recently toured a property in North Rutherford County along Rocky Fork Road. At the October 12th Board meeting, the request was made on next steps regarding this property. Additionally, the Board has been approached about a property on Stewart Creek Road. Mr. Trey Lee will give an overview of anticipated site and developmental costs for both locations.

Motion to approve: Authorization for Jeff Reed to begin negotiation with the property owners and/or their designee along Rocky Fork Road in North Rutherford County and/or the Stewarts Creek Road property owners and/or their designee.

Transition Academy

To discuss starting a new Transition Academy building.

12. FINANCIAL MATTERS (TAB 4)

Fund 141 Budget Amendments

This amendment increases budgeted Fund 141 revenue and expenditures to recognize the awarded amount of the state funded FY 23-24 Public School Security Grant and the carryover amount of the FY 22-23 Safe Schools Grant. These monies will be used to provide digital threat assessment training for SRO's, active shooter training to school staff, the purchase of radios/repeaters, radio software, weapon detection systems, bullet resistant film, cameras, and portable lighting and generators. Both grants total the amount of \$2,361,940 and have been approved by the State Department of Education. There is not a required local match for either grant.

Recommended motion – To amend the FY 23-24 General Purpose School Budget to reflect the Public School Security Grant award and Safe Schools carryover money as presented.

This amendment increases budgeted Fund 141 revenue and expenditures to recognize the awarded amount of the state funded FY 23-24 Innovative Schools Model Grant. This grant will be allocated to fund additional CTE positions at RCS High Schools. It also provides other supplies, materials, equipment, and capital outlay for innovation in CTE Programs of Study at the High School and Middle School levels. The grant is for the amount of \$17,000,000 and has been approved by the State Department of Education. There is no required local match.

Recommended motion – to amend the FY 23-24 General Purpose School Budget to reflect the Innovative Schools Model Grant award as presented.

13. LEGAL

Request for Board direction on 814 S. Church Street design fees: RCS is currently utilizing the RFQ for architect services from 2021. The only architect from this approved RFQ that provided pricing was Goodyn, Mills, and Cawood. Within the last two weeks, RCS has released a new RFQ, as required for architects. A target date for Board approval of the committee's recommended architects from this RFQ is December 7th.

Motion to approve: EITHER.

- **Utilization of Goodwyn, Mills, and Cawood lump sum price of \$95,000 and minimal Civil Design up to \$55,000. Engineering and Construction recommends including an allowance for Civil not to exceed \$35,000 and an allowance for reimbursables at \$20,000 for a total anticipated cost to the Board of \$150,000. The fee structure is based on 100 students maximum using the basement and first floor, the second floor being undetermined an estimated renovation cost of 2,000,000, and minimal Civil Design to address the building structure for the revised flood plain elevations.**

OR

- **Postponement of architect services until after new RFQs have been secured and recommendations established. Note, this will delay the opening of 814 S. Church Street until 2023-2024 SY.**

14. RESOLUTIONS (TAB 5)

The first part of the Resolution was signed and mailed to each of our State Representatives and Senators on Oct. 11, 2023.

Lockdown Training for Substitute Teachers. There is currently no requirement for substitute teachers to have lockdown or school security training. Most of our schools will have some number of substitute teachers on a daily basis. It would enhance school security for substitute teachers to have lockdown and school security training.

Recommended Motion - Motion to require all substitute teachers in the Rutherford County school system to obtain lockdown and school security training by March 15, 2024, and that all new substitute teachers receive such training within 60 days of start date with the sub vendor.

Students, teachers, and staff are frequently victims of students who make false bomb threats or other threats against a school. Such threats are disruptive to schools and distressing to students and staff. Many of the punishments for such actions are not sufficient deterrents to some students. The revocation of a student's driver's license may be a more effective deterrent for some students. The attached Resolution is proposed for the legislature to consider adopting laws allowing the revocation of driver's licenses for individuals who make threats against schools.

Recommended Motion - to approve adopting the proposed Resolution and forward the same to our legislative delegation.

15. CURRICULUM AND INSTRUCTION

Presented at the Board Work Session: Meagan Turnbow, ESL Coordinator, will give the board an update from the first quarter regarding current ESL numbers, staffing, and projected future growth.

TISA Accountability Report - For information only.

As part of TISA, T.C.A. § 49-3-112 requires each school district, starting in the 2023-24 school year, to submit an annual accountability report to the Tennessee Department of Education. This report must include goals for student achievement and an explanation of how the district's stated goals can be met within the district's budget.

Each district's TISA accountability report is required to be presented to the public for review and comment before the report is submitted to the department. The report must be submitted annually to the department by November 1st.

Furthermore, each district's TISA accountability report is required to be reviewed annually by the TISA Progress Review Board pursuant to T.C.A. § 49-3-114 to determine whether the school district is taking the proper steps to achieve their stated goal.

16. INSURANCE UPDATE

17. FINANCIAL REPORT

18. DIRECTORS UPDATE

19. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

20. FEDERAL RELATIONS NETWORK (FRN) UPDATE

21. GENERAL DISCUSSION

22. ADJOURNMENT

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

MINUTES OF OCTOBER 12, 2023

Board Members Present

Shelia Bratton, Board Chair
Claire Maxwell, Vice-Chair
Caleb Tidwell
Coy Young
Frances Rosales
Katie Darby
Tammy Sharp
Dr. James Sullivan, Director of Schools

1. CALL TO ORDER

The Board Chair called the meeting to order at 5:30 P.M.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Boy Scouts of America, Troop 320 and Frances Rosales.

3. MOMENT OF SILENCE

A Moment of Silence was observed for Israel and Ukraine.

4. APPROVAL OF AGENDA

Motion made by Ms. Sharp and seconded by Mrs. Rosales, to approve the agenda as presented.

Vote: All yes
Motion passes.

5. APPROVAL OF CONSENT AGENDA (TAB 1)

- A. Minutes: Sept. 21, 2023, Board Meeting Minutes**
- B. Community Use of Facilities**

FACILITIES USE

10/12/2023

Fees

LaVergne High	Grand Slam Tournaments, baseball tournament, sports field, 9/23/23 – 9/24/23, \$290 per day
Oakland High	Liga Latinoamericana de Murfreesboro, soccer games, stadium, 10/14/23 – 3/31/24, \$115 per hour
Oakland High	Murfreesboro Venom, softball practice, sports field, 9/11/23 – 7/31/24, \$18 per hour *retro review
Oakland Middle	First Baptist Church, fall festival, classroom, gym & cafeteria, 11/11/23, \$435
Oakland Middle	Shepherd23, charity auction, cafeteria, 3/16/24, \$18 per hour
Riverdale High	Riverdale Jr. Warriors, practice, stadium/track, 8/20/23 – 11/30/23, \$100 per hour, *retro review
Rock Springs Elementary	McFarlin Pointe HOA, meeting, cafeteria, 11/13/23, \$18 per hour
Rock Springs Elementary	Pinnacle Point HOA, meeting, cafeteria, 10/17/23, \$18 per hour
Rock Springs Elementary	Universal Sports League, basketball practices & games, gym, 11/27/23 – 3/3/24, \$18 per hour
Siegel High	East Coast Sox, baseball practice, sports field, 8/28/23 – 6/30/24, \$18 per hour
Siegel High	Tennessee Soccer Club, games, stadium, 9/15/23 – 7/1/24, \$150 per game, *retro review
Smyrna Middle	North Rutherford Soccer/Stones River FC, tournament, sports fields, 11/18/23 – 11/19/23, \$290 per day per field

Stewarts Creek High

United Volleyball Club, volleyball, gym,
11/5/23, \$18 per hour

No Fees

Barfield Elementary

Cub Scout Pack 0197, meetings, cafeteria,
9/18/23 – 2/26/23, no fees *retro review

Blackman High

Middle TN Vocal Association, regional
audition, classrooms, auditorium, cafeteria,
10/20/23 – 10/21/23, no fees

Brown's Chapel Elementary

Smyrna Junior Basketball League, practice &
games, gym, 10/30/23 – 3/1/24, no fees

Lascassas Elementary

Girl Scouts of Middle Tennessee, Interest
Night, cafeteria, 9/25/23, no fees, *retro
review

Rock Springs Elementary

Middle Tennessee Council BSA, meeting,
cafeteria, 9/26/23 – 5/30/24, no fees *retro
review

Roy Waldron

BSA Cub Scout Pack 2223, meetings,
cafeteria, 9/18/23 – 5/20/24, no fees, *retro
review

Siegel High

Siegel High School Band Boosters Club, band
competition, gym, stadium/track, campus,
10/21/23, no fees

Smyrna Middle

Smyrna Junior Basketball League, practice &
games, gym, 2/20/24 – 2/23/24, no fees

Stewarts Creek High

Tennessee Iron, baseball practice, sports field,
9/22/23 – 6/30/24, no fees, *retro review,
**In-Kind Agreement

Note: Facility use prior to 10/12/23 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.**

C. Bids:

- Bid #3698 - Tech Parts and Supplies,
- Bid #3699 - Washington DC Trip (Thurman Francis),
- Bid #3700 - Small Wares (School Nutrition),
- Bid #3701 - Paving,
- Bid #3702 - Canopy Covers,
- Bid #3704 - Gym Divider Curtain (Stewarts Creek High),
- Bid #3705 - Band Instruments,
- Bid #3706 - Welding Equipment,
- Request for Purchase for vehicles and Request to piggyback other county bids.

D. School Salary Supplements and Contract Payments:

Name: Certified	NTE Amount	School	Funded By	Description
Courtney Gregory	\$4,000.00	Blackman High	BHS Cheer Boosters	Football Competition Cheer Coach
Greg Jones*1	\$300.00	Blackman High	School Funds - Boys Basketball	Worked for Individual Camp
Juliet Oncale*1	\$300.00	Blackman High	School Funds - Boys Basketball	Worked for Individual Camp
Heather Wortman	\$4,000.00	Blackman High	BHS Cheer Boosters	Football Competition Cheer Coach
Barry Chiupka	\$500.00	Blackman Middle	School Funds - Girls Soccer	Assistant Girls Soccer Coach
Lacy Nau	\$2,700.00	Central Magnet	School Funds - Boys/Girls Cross Country	Assistant Coach for Boys/Girls Cross Country
Craig Reavis	\$1,700.00	Central Magnet	School Funds - Basketball	Clock Operator for Girl + Boys, HS + MS Basketball
Kayala Hoppenjans*6	\$2,500.00	LaVergne High	School Funds - Various	Bus Driver
Marcus Bryson	\$15 / hour	Oakland High	School Funds - Indoor Facility	Indoor Facility Supervision
Diane Howard	\$2,500.00	Oakland High	School Funds - Volleyball	Assistant Volleyball Coach
Chris Gray*3	\$300.00	Rock Springs Middle	School Funds - Girls + Boys Basketball	Scoreboard / Announcing

Jamie Hill*3	\$300.00	Rock Springs Middle	School Funds - Girls + Boys Basketball	Official Score Keeper
Megan Walters	\$5,000.00	Siegel High	Siegel HS Band Boosters	Help with visual, movement, and musicianship
Connie Allen	\$1,000.00	Siegel Middle	School Funds - Girls Basketball	Assistant Girls Basketball Coach
Name: Non-Faculty	NTE	School	Funded By	Description
Amanda Hunt	\$500.00	Blackman Middle	School Funds - Swimming	Assistant Swimming Coach
Bobby Griggs, Jr	\$3,000.00	Central Magnet	School Funds - HS Baseball	Assistant HS Baseball Coach
William Nelms	\$1,500.00	Central Magnet	School funds - HS Baseball	Assistant HS Baseball Coach
Cedric Roberts*7	\$1,500.00	Christiana Middle	School Funds - Boys Basketball	Assistant Boys Basketball Coach
Isabelle Chinchay	\$1,250.00	Riverdale	School Funds - Girls Soccer	Assistant Girls Soccer Coach
Derek Fuqua	\$2,200.00	Riverdale	School Funds - Track	Assistant Track Coach
Carrie Jenkins*7	\$2,000.00	Rocky Fork Middle School	School Funds - Volleyball	Assistant Volleyball Coach
Jacob Marlow	\$25 / lesson	Rocky Fork Middle School	School Funds - Band	Private Lessons
Jordan Turnage*7	\$2,000.00	Rocky Fork Middle School	School Funds - Volleyball	Assistant Volleyball Coach
Mary Braschler	\$3,000.00	Siegel High	School Funds - Chorus	Pianist for shows
Garen Webb	\$30 / lesson	Siegel High	Siegel HS Band Boosters	Private Instruction
Anthony Williford	\$60/Full lesson or \$30/ Half lesson	Siegel High	Siegel HS Band Boosters	Lessons in music technique and interpretation
Namu Keys	\$1,500.00	Stewarts Creek High	School Funds - Football	Assistant Football Coach
Joe Beckman	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication

Brent Burris	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Mark Casey	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Ron Pence	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Joseph Roche	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Matthew Stratton	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
James Sturgeon	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
William VanDelinder	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
David Veda	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Delois Wiggins	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Madison Dempsay	\$23 / per practice session	Thurman Francis	School Funds - Swimming	Lifeguard for all TFAA swim team practices held at Smyrna High School
Name: Classified	NTE	School	Funded By	Description
Garrett Fee*2	Hourly	Blackman High	School Funds or Outside Groups	Additional custodial work for the 2023 / 2024 school year
Hayden Iwanciw*2	Hourly	Cedar Grove	Smyrna Junior Basketball League	Custodial work for Smyrna Junior Basketball League
Jacob Reynolds*2	Hourly	Whitworth Buchanan	School Funds or Outside Groups	Additional custodial work for the 2023 / 2024 school year
Robert Sanderson*2	Hourly	Whitworth Buchanan	School Funds or Outside Groups	Additional custodial work for the 2023 / 2024 school year

Autumn Seabaugh*2	Hourly	Whitworth Buchanan	School Funds or Outside Groups	Additional custodial work for the 2023 / 2024 school year
Michelle Warrick*2	Hourly	Whitworth Buchanan	School Funds or Outside Groups	Additional custodial work for the 2023 / 2024 school year

- 1 Approved previously for an amount \$500 or greater
- 2 Overtime rate for special events
- 3 Anticipate amounts over \$500 this school year
- 4 Amend prior approval
- 5 Less than \$500 but part of event total
- 6 Must have the approval of the Transportation Department
- 7 Classified Employee Coach
- 8 Regular Rate - Part time employee

A. Non-Faculty Volunteer Coaches:

According to the 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 2023-24 school year:

NAME	SCHOOL	SPORT
Enzor, Cora	Blackman High	Girls Basketball
Hobbs, Jody	Blackman High	Archery
Jones, Andrea	Blackman High	Girls Wrestling
Nelson, Herman	Blackman High	ROTC
Peoples, Dane	Blackman High	Wrestling
Drugmand, Darya	Central Magnet	Swimming
LaPointe, Gregory	Central Magnet	Girls Basketball
McLemore, Jay	Eagleville	Wrestling
Howland, Colby	Oakland High	Baseball
Aaron, Jason	Oakland Middle	Softball
Metcalf, Ralph	Riverdale High	Track
Arocho, William	Rockvale High	Wrestling
Lowery, Jesse	Rockvale High	Theatre
Vinson, Chad	Rockvale High	Boys Basketball
Vongsa, Dylan	Rockvale High	Wrestling
Bennett, John	Rocky Fork Middle	Wrestling
Marlow, Jacob	Rocky Fork Middle	Band
Elliott, Grace	Siegel High	Wrestling
Smith, Bobby	Siegel High	Archery

O'Sullivan, Nate	Siegel High	Wrestling
Williford, David	Siegel High	Band
Knepper, Jessica	Siegel Middle	Softball
Urban, Jason	Siegel Middle	Archery
Blanchard, Brooklyn	Smyrna High	Girls Basketball
Escobar Roca, Jordi	Smyrna High	Boys Soccer
Arrington, Steven	Stewarts Creek High	Tennis
Mitchell, Charles	Stewarts Creek High	Baseball
Gateley, Holly	Whitworth-Buchanan	Archery
Hite, Jeff	Wilson Elementary	Archery

Motion made by Mrs. Maxwell and seconded by Mr. Tidwell, to approve the consent agenda as presented.

**Vote: All yes
Motion passes.**

6. BOY SCOUTS

The Boy Scouts of America Color Guard, Troop 320 from Brown's Chapel, posted the colors (flags) followed by the Pledge of Allegiance.

7. VISITORS

- Teacher appeal to the Board regarding acknowledgment of prior experience and accreditation for salary purposes.
- Dia Davis, Technical Assistance Director with the TN Tiered Supports Center, would like to present the RTI-A + RTI-B Groundbreakers Award to Rutherford County Schools.

Rutherford County Schools is one of only six school districts in TN recognized for this award. A special thank you to Pamela Parker and Dr. Mark Gullion. Dr. Mark Gullion thanked his staff and accepted the award on behalf of Rutherford County Schools.

8. RUTHERFORD PROUD

National Merit Semifinalists

Rutherford County Schools has nine representatives nominated as semifinalists for the National Merit Scholarship Program.

These academically talented high school seniors have an opportunity to continue in the competition for some 7,140 National Merit Scholarships worth nearly \$28 million that will be offered next spring.

To be considered for a Merit Scholarship award, semifinalists must fulfill several requirements to advance to the finalist level of the competition. About 95 percent of the semifinalists are expected to attain finalist standing, and about half of the finalists will win a National Merit Scholarship, earning the Merit Scholar title.

Mr. James Evans, Chief Communications Officer, introduced and recognized the following nine National Merit Semifinalists:

Central Magnet School

Jack Barbieri
Benjamin Chen
Jenny Gong
Angel Hu
Nij Patel
Jacob Petty
Ethan Wahl

Oakland High School

Alexander Washington

Stewarts Creek High School

Jacky Lin

9. SPECIAL EDUCATION

Board Work Session: Dr. Annie Ralston, Special Education District Coordinator, gave the Board an update from the first quarter regarding On-the-Job Injury Numbers, Re-Set Room Data, Restraint Data, and Skyward Discipline Data.

10. CALENDAR

The calendar committee met to discuss the 2024-2025 SY calendar. They took a survey of four options to the principals and 53.7% of the votes chose option 4, which is detailed below:

- Teachers only needing 6 hours of PD on their own
- Full week of Thanksgiving off
- Teachers coming back from Winter Break on Monday, January 6th
- Students coming back from Winter Break on Wednesday, January 8th
- Last day of school is Friday, May 30th

Recommended made by Mrs. Rosales and seconded by Mrs. Darby, to approve the 2024-2025 SY calendar as presented.

**Vote: All yes
Motion passes.**

11. LEGAL (TAB 2)

Out of County Transfer (1)

The Board has been requested to admit a transfer student under discipline from another school system. The student was remanded to alternative school for vaping in the classroom. According to Policy 6.318, the Board may deny admission of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.

Recommended motion made by Mrs. Rosales and seconded by Ms. Sharp to deny the admission for this Out of County Transfer Student as presented.

**Vote: All yes
Motion passes.**

Out of County Transfer (2)

The Board has been requested to admit a transfer student under discipline from another school system. The student was remanded to alternative school for possession of a vape pen and marijuana.

According to Policy 6.318, the Board may deny admission of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.

Recommended motion made by Mrs. Maxwell and seconded by Mrs. Darby to deny the admission for this Out of County Transfer Student as presented.

**Vote: All yes
Motion passes.**

Out of County Transfer (3)

The Board has been requested to admit a transfer student under discipline from another school system. The student was expelled for reckless endangerment.

According to Policy 6.318, the Board may deny admission of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.

Recommended motion made by Ms. Sharp and seconded by Mr. Tidwell to deny the admission for this Out of County Transfer Student as presented.

**Vote: All yes
Motion passes.**

Out of County Transfer (4)

The Board has been requested to admit a transfer student under discipline from another school system. The student was expelled for possession of THC.

According to Policy 6.318, the Board may deny admission of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.

Recommended motion made by Mrs. Maxwell and seconded by Mrs. Rosales to deny the admission for this Out of County Transfer Student as presented.

**Vote: All yes
Motion passes.**

Out of County Transfer (5)

The Board has been requested to admit a transfer student under discipline from another school system. The student was remanded for assaulting another student.

According to Policy 6.318, the Board may deny admission of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.

Recommended motion made by Mrs. Darby and seconded by Mr. Tidwell to deny the admission for this Out of County Transfer Student as presented.

**Vote: All yes
Motion passes.**

12. ENGINEERING AND CONSTRUCTION (TAB 3)

Request for Blackman Middle Softball: Dr. Jessica Jackson is requesting to install and pour a concrete pad for the girls' softball team to be utilized for a batting cage. The cost for this project is estimated to be \$18,000.00 and to be funded from the Softball program, the Richard Siegel Grant, and donations from the community. Engineering and Construction has reviewed the request and recommends approval.

Recommend motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to approve Blackman Middle School's request to install a concrete pad for girls' softball as presented at no cost to the Board.

**Vote: All yes
Motion passes.**

Request for a walking track at Smyrna West: Jenna Stitzel is requesting to provide a walking track at Smyrna West. Funding will be \$9,000.00 from a grant and \$7,000.00 from Coordinated School Health. Engineering and Construction is working with CSH and the contractor to provide a track that meets this need and approves the request.

Recommend motion made by Ms. Sharp and seconded by Mr. Tidwell, to approve the request from CSH to provide a walking track at Smyrna West as presented at no cost to the Board.

**Vote: All yes
Motion passes.**

Request for Engineering and Construction to engage Barge Cauthen for the Central Magnet athletic fields design. The City of Murfreesboro has notified RCS that Central Magnet will no longer be able to utilize City fields for their athletic teams. Engineering and Construction is recommending utilizing Barge Cauthen to design softball and baseball facilities for Central Magnet utilizing property at Whitworth Buchanan. Barge Cauthen was the designer of record for this campus. The requested fee for this project will be \$125,000.00, or about 5.5% of the estimated \$2,500,000.00 construction estimate. Engineering would recommend including \$25,000.00 for reimbursables for a total of \$150,000.00.

Dr. Sullivan proposed to postpone discussion to the November 9, 2023, board meeting.

Recommend motion made by Mr. Tidwell and seconded by Mrs. Darby, to postpone discussion regarding the design services of Barge Cauthen and Associates to design the athletic facilities for Central Magnet for a fee of \$150,000.00 as presented.

**Vote: All yes
Motion passes.**

Dr. Sullivan updated the Board that instead of building a new facility, various options are being explored and considered. He has contacted MTSU to request using their intermural fields. He should have an update within a month. Dr. Sullivan also met with the Rutherford County Conservation Board to potentially use one of the fields in Rutherford County. To increase partnership, he has asked to be on the board meeting agenda for the RC Conservation Board scheduled for next Thursday, October 19, 2023 at 5:00 pm.

13. INSURANCE UPDATE

Benefits enrollment is currently open and scheduled to close on October 22, 2023. Mrs. Bratton added that letters regarding post 65 insurance have been mailed and distributed.

14. FINANCIAL REPORT

Mr. Brian Runion, Chief Financial Officer, is currently at the County Commission Meeting to discuss the reallocation of Fund 177. A financial report will be available at the next board meeting.

15. DIRECTORS UPDATE

Project BASIC Group answered questions at Tuesday's Board Work Session. Also, at the Board Work Session parent input from the zoning meetings has come in. RSP asked the Board if they want to continue with two concepts and the Board agreed to keep two concept maps for each grade band.

16. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Rosales reported that the state has a committee working to determine if the state can function without Federal funding. Dr. Sullivan stated that no Federal funded positions at RCS are in jeopardy.

17. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Nothing new to report.

18. OPEN POSITIONS

Dr. Sullivan stated that RCS is in great shape with only a little over twenty certified open positions. He added that most certified openings are in special education. The current vacant classified positions are cafeteria and special education.

19. GENERAL DISCUSSION

Ms. Sharp attended a charter school groundbreaking ceremony and spoke with Governor Lee regarding space at our schools and obtaining funding for our fast-growing county.

Mr. Reed stated once the board has some discussions regarding the recently visited properties, additional property updates can be made at the next board meeting. Mr. Reed also stated that the property on Church Street is ready to move forward. Dr. Sullivan stated that a new RFQ for architectural services is being sent out soon. We are aiming to open that location August 2024.

Dr. Sullivan stated the lunch debt is over 200k, but students that have completed the free and reduced lunch are at 51%. This is a 10% increase from 2022. Mrs. Bratton thanked Mrs. Rosales for her involvement in providing translating services to the Spanish speaking families during open enrollment.

20. ADJOURNMENT

Motion made by Mrs. Darby and seconded Mrs. Maxwell to adjourn at 6:16 pm.

Approval of Agenda Minutes

Shelia Bratton, RCS BOE Chairman

Date

Dr. James Sullivan, RCS Director of Schools

Date

MEMORANDUM OF
UNDERSTANDING 2023-2026

RUTHERFORD COUNTY BOARD OF
EDUCATION

AND

PECCA REPRESENTATIVES
SELECTED BY THE RUTHERFORD
EDUCATION ASSOCIATION

Chapter 1: Acknowledgements

Rutherford County Schools would like to take an opportunity to acknowledge and thank those individuals who participated in the collaborative conferencing on behalf of the Professional Employee Organization (i.e., Rutherford Education Association) and the school district. Those individuals are presented below and distinguished based upon the entity they represented during this process.

(CHAPTER CONCLUDES)

Chapter 2: Table of Contents

Chapter 1: Acknowledgements.....	2
Chapter 2: Table of Contents	3
Chapter 3: Basic Agreement Provisions	4
Chapter 4: Management Rights.....	7
Chapter 5: Association Rights	8
Chapter 6: Grievances and Procedures	10
Chapter 7: Salaries and Wages.....	16
Chapter 8: Insurance Benefits	18
Chapter 9: Fringe Benefits	19
Chapter 10: Working Conditions.....	20
Chapter 11: Attendance And Leaves Of Absence	28
Chapter 12: MOU Reopener Provision	33
Chapter 13: Duration	34
Chapter 14: Affirmations.....	35
Appendix A	36

(CHAPTER CONCLUDES)

CHAPTER 3: BASIC AGREEMENT PROVISIONS

Preamble

This Agreement is made and entered into on this the 3rd of August, by and between the Rutherford County Board of Education, and the representatives of the professional employees of the Rutherford Education Association as provided under Tenn. Code Annotated § 49-5-605.

Definitions

Terms defined in the “Basic Agreement Provisions” chapter have their assigned meanings, and the following terms have the assigned meanings throughout this Agreement:

Administrator. “Administrator” means the management team as defined in Tenn. Code Annotated § 49-5-602 (4).

Agreement. “Agreement” means the Memorandum of Understanding between the Rutherford County Schools Board of Directors and Rutherford Education Association presented herein.

Association. “Association” means the Rutherford Education Association.

Board of Education. “Board of Education” or “Board” means the Rutherford County Schools Board of Education.

Collaborative Conferencing. “Collaborative Conferencing” means the process by which the chair of a Board of Education and the Board’s professional employees, or such representatives as either party or parties may designate, meet at reasonable times to confer, consult and discuss and to exchange information, opinions and proposals on matters relating to the terms and conditions of professional employee service, using the principles and techniques of interest-based collaborative problem-solving.

Day. “Day” means any weekday, Monday through Friday, in which schools are open during the normal school year. For the purposes of a grievance or filing of a complaint, the first day to be counted shall begin at 8:00 AM the following day. When school is not in session, a “day” shall be Monday through Friday, excluding holidays.

District. “District” means Rutherford County Schools.

Employees’ Team. “Employees’ Team” means those representatives who are chosen pursuant to Tenn. Code Annotated § 49-5-605 to represent professional employees in collaborative conferencing with the Board of Education.

Grievance. “Grievance” means any claim by any professional employee or the professional employees’ organization that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, or a violation, misinterpretation, or misapplication of any written policy or

practice of the Board of Education.

Grievant. "Grievant" means any professional employee, group of two (2) or more professional employees, or professional employees' organization bringing a claim pursuant to the grievance procedure found in this Agreement.

Management Personnel. "Management Personnel" means employees who devote a majority of their time to the system-wide area or areas of professional personnel management, fiscal affairs or general management and shall specifically include principals, assistant principals, supervisors and others whose primary responsibilities are administration rather than teaching.

Management Team. "Management Team" means those professional employees certified by the Board of Education to represent the Board in the collaborative conferencing process.

Memorandum of Understanding. "Memorandum of Understanding" or "MOU" means the written document that memorializes and records the understanding reached by the Board of Education and its professional employees, or their respective representatives, if so designated, as to the terms and conditions of professional services set forth within the Agreement.

Parties. "Parties" means the Board of Education and respective representatives as well as the Professional Employees' Organization (POE) and respective representatives.

Professional Educators Collaborative Conferencing Act of 2011. "Professional Educators Collaborative Conferencing Act of 2011" or "PECCA" means the process described and authorized pursuant to Tenn. Code Annotated § 49-5-601 et seq.

Professional Employee. "Professional Employee" or "Employee" means any person employed by any local board of education in a position that requires a license issued by the Tennessee Department of Education for service in public elementary and secondary schools of this state, supported, in whole or in part, by local, state or federal funds, but shall not include any member of the management team, as defined in this part, or a retired teacher who is employed as a teacher in accordance with Tenn. Code Annotated § 8-36-8.

Professional Employee Organization. "Professional Employee Organization" or "PEO" means any organization with membership open to professional employees, as defined in subdivision (8) of Tenn. Code Annotated § 49-5-602, in which the professional employees participate and that exists for the purpose of promoting the professional status and growth of educators and the welfare of students.

Representative. "Representative" means any person, or group of persons, organization or association that is designated and authorized by the professional employees or the Board of Education to act for the professional employees or the Board, respectively, in the collaborative

conferencing process.

School Board Policy. "School Board Policy" means those policies adopted by the Rutherford County Schools Board of Education and posted on the Board's website for public access.

School Board Procedure. "School Board Procedure" means those administrative procedures established by the district and posted on the Board's website for public access.

Supervisor. "Supervisor" means any professional employee of the Board of Education whose full-time job responsibilities consist of oversight of other professional employees or curriculum development or both. Supervisors who spend a majority of their time engaged in administrative duties, rather than a teaching role, are also included in the definition of "Management Team."

TAC. Principal appointed representative at each RCS school. The purpose is to have clear communication between the Director of Schools and the teachers at the building level. It is an opportunity for the teacher representative to bring suggestions, questions, etc. directly to Central Office staff.

Teacher. "Teacher" means a professional employee as defined in Tenn. Code Annotated § 49-5-602 (8).

Urgent Situation or Emergencies. "Urgent Situation or Emergencies" means an unplanned event which causes significant interference with normal activities requiring immediate attention and remedial action.

Working Conditions. "Working conditions" means those fundamental matters that affect a professional employee financially or the employee's employment relationship with the Board of Education and that are specifically designated as such pursuant to Tenn. Code Annotated § 49-5-601 et seq.

Recitals

This Memorandum of Understanding (MOU) memorializes the understanding reached by the Board and the representatives of the professional employees of the Board as to the terms and conditions of the professional employee's service with the district.

NOW, THEREFORE, the Parties hereby agree as follows:

(CHAPTER CONCLUDES)

Chapter 4: Management Rights

Board Rights

The educator participants in PECCA hereby recognize that all rights which are vested in the Board except those which are clearly and expressly relinquished herein by the Board, shall continue to be vested in and exercised exclusively by the Board without prior notice to the Association or the educator participants in PECCA either as to the taking of action under such rights or with respect to the consequence of such action during the term of this MOU.

Savings

If any article or part of this MOU is held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or part should be restrained by such tribunal, the remainder of the MOU shall not be affected thereby.

Modification of MOU

This MOU shall not be modified in whole or in part except by an instrument in writing prepared and approved in compliance with the terms of PECCA.

(Chapter Concludes)

Chapter 5: Association Rights

Use of Facilities

The Association will be permitted to use school buildings and facilities for the purpose of conducting professional meetings before or after the educators' normal work assignment.

These meetings shall be arranged in advance with the school principal consistent with that school's facilities use procedures. Permission to use the facilities will not be unreasonably withheld.

Communications

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards approved by the principal in an area designated for educator use, such as educator lounges and workrooms.

The Association shall have the right to use educator mailboxes, including e-mail, for communications purposes.

Visitation

Duly authorized representatives of the Association, as indicated on an approved list provided to the Director of Schools, shall be permitted to transact official Association business at school locations provided this shall not interfere with or interrupt normal school operations.

The Association Representatives shall report their presence to the Principal or acting administrator at the time of their arrival on school premises.

Released Time

The Association shall have the right to use release time, with substitutes to be paid for by the Association, for educators who are officers or agents of the Association in order to conduct Association business.

Members of committees, including but not limited to the PECCA Team, the Calendar Committee, and TAC shall be given release time for any meetings that take place during the school day.

Professional Employees Organization (PEO) Leave

When the need arises, officers, committee chairs and other Association leaders may attend essential local, state and national meetings without loss of pay. This leave shall be in addition to other leave provisions provided by the Board of Education. The President of the Professional Employee Organization (PEO) shall initiate each request for such professional leave and submit the request to the Director of Schools or designee at least one week in advance. The Director of Schools will either approve the request and forward a copy to the professional employee's principal and the President or notify the President that he or she is not approving the leave, giving the reason(s) for non-approval. Whenever any representative of the Professional Employee Organization (PEO) or any professional employee participates in collaborative conferencing, grievance proceedings, conferences or meetings during normal school hours, they shall suffer no loss in pay or other benefits. The Director of Schools may grant the Professional Employee Organization (PEO) Officers, upon request, a special leave of absence upon taking office for the purpose of serving as an officer. All accrued leave and benefits will continue. The Professional Employee Organization (PEO) will reimburse the District for the cost of salary and benefits as outlined in the contract between the Professional Employee Organization (PEO) and Rutherford County Schools. Additionally, Rutherford County Schools agrees to the following:

- A professional employee who has served more than 12 months as the Professional Employee Organization (PEO) Officer on leave shall return to the same or substantially equivalent position held immediately prior to serving as the Officer.

District and Association Meetings

The Director of Schools or designee agrees to meet with the President of the Rutherford County Education Association at least quarterly.

(Chapter Concludes)

Chapter 6: Grievances and Procedures

What is a grievance?

A grievance is a professional employee's claim that there has been a violation, misinterpretation, and/or misapplication of the following:

- Rutherford County Schools Board Policy or Board Procedure,
- Tennessee State Law,
- Federal Law,
- State Board of Education Policy, Procedure, or Guideline, and/or
- Memorandum of Understanding presented herewith.

What is not a grievance?

The following items are not considered a basis for a grievance:

- Disagreement with a supervisor's actions or decisions aligned with law, policy, or administrative procedure.
- Reprimand or any similar corrective action. Note: See "Teacher Rights" for information on appeals of reprimands.
- Placement on a plan of assistance.

Professional Employee Rights

The following professional employee rights are guaranteed by Rutherford County Schools consistent with the Memorandum of Understanding presented herewith:

- Reprimands and grievances shall be conducted confidentially, in a private location, involving only the necessary personnel and their representatives.
- An affected professional employee, who is a member of a professional employee organization (PEO) that is a party to this agreement, shall, however, have the right, in all such instances to request the presence of a PEO representative at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance, given a reasonable timeframe to allow the representative to attend (See Tenn. Code Ann. § 49-5-603).
- Except in cases of alleged child abuse, workplace violence, misconduct required to be reported to the State Board, investigations involving law enforcement, or other

emergencies, professional employees will be notified of investigatory and disciplinary meetings at least 24 hours in advance.

- Professional employees shall be afforded due process as prescribed by law to ensure that any adverse action shall be for just cause and treated fairly and equitably.
- Any professional employee may appeal a reprimand to the supervisor of their principal/supervisor or to the Director of Schools.
- The opportunity to appeal shall be granted to professional employees who receive a reprimand and in response to the reprimand allege that compliance with a directive from a supervisor would have endangered the teacher's health and/or safety in violation of Rutherford County Schools policies and procedures.
- A professional employee organization (PEO) that is a party to this agreement shall be notified immediately whenever a suspension is recommended to the Director of Schools.
- A tenured professional employee dismissal hearing shall be held before an impartial hearing officer. *Note: Rutherford Schools shall continue to comply with Tennessee Code regarding the appointment of an impartial hearing officer.*
- Any complaints regarding a professional employee's conduct made to an administrator by a parent, a student, or any other person shall be processed according to Board Policy 5.501 and/or the administrative procedures outlined in the Certified Employee Handbook. Complaints related to child abuse or Title IX related incidents will be processed according to applicable federal or state law and RCS policy/procedure.
- When an issue arises, a professional employee is encouraged to contact the professional employee organization (PEO) or the appropriate Human Resource Partner after discussing and unable to resolve the issue with his or her supervisor.

Grievance Procedures

Grievances can be submitted during the informal procedure or one of the three formal procedures presented herein.

Informal Procedure. The parties acknowledge that it is most desirable for professional employees and administrators involved to resolve problems through free and informal communications. No grievance shall be recognized by Rutherford County Schools unless it shall have been presented to the appropriate level via the designated on-line form within thirty-five (35) working days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, whichever is later, and if not so presented, the grievance shall be considered as waived.

If a professional employee feels that they have a grievance, the professional employee shall first discuss the matter with their principal or immediately involved supervisor in an effort to resolve the problem informally. The parties shall seek to resolve the issue by obtaining advice and counsel from the appropriate division within Rutherford County Schools. If the problem is not resolved informally, then the professional employee may declare that a grievance exists, and the formal procedure invoked. See form, Appendix A. Note: *If the grievance relates to a principal's decision or another employee who reports to the Director of Schools, and if the informal procedure is unsuccessful, as the direct supervisor, the appropriate person to hear a level one grievance is the Director of Schools. In the case the employee appeals the level one decision, level two would be bypassed to level three to avoid redundancy.*

Formal Procedures. Table 1 presents procedures for formal grievances.

Table 1: Procedures for Formal Grievances

<p>Level One</p>	<ul style="list-style-type: none"> • If the professional employee is not satisfied with the outcome of the informal procedure, they may present the alleged grievance formally via the designated online form to human resources. The grievance shall then be passed along to the appropriate principal or supervisor. The grievance form shall contain the following information: <ul style="list-style-type: none"> ○ The name and position of the professional employee, ○ A statement of the grievance and the facts involved, including relevant dates, ○ A reference to the applicable provisions of Rutherford County Schools board policy or procedure, Tennessee state law, Federal law, State Board of Education policy, procedure, or guideline, and/or the Memorandum of Understanding (MOU) presented herewith, ○ The specific redress sought, and ○ Signature of the professional employee. • At the time of filing the level one grievance, the professional employee may also request a conference. The level one conference shall be held prior to the rendering of a decision. If a
-------------------------	---

	<p>conference is requested, the act of scheduling the conference shall occur within ten (10) working days of receiving the level one grievance.</p> <ul style="list-style-type: none"> • The principal or supervisor, or other appropriate administrator shall render a written response, including the reasons for the decision, to the professional employee consistent with the following: <ul style="list-style-type: none"> ○ Within five (5) working days after the receipt of the written grievance, or ○ Within five (5) working days after the grievance conference (if requested).
<p>Level Two</p>	<ul style="list-style-type: none"> • If the professional employee wishes to appeal a level one decision, the professional employee may appeal in writing to the Director of Schools within ten (10) working days after the level one decision. • At the time of filing the level two grievance, the professional employee may also request a conference. The level two conference shall be held prior to the rendering of a decision. If a conference is requested, the act of scheduling the conference shall occur within fifteen (15) working days of receiving the level two grievance. • The Director of Schools shall render a written response, including the reasons for the decision, to the professional employee consistent with the following: <ul style="list-style-type: none"> ○ Within ten (10) working days after the receipt of the written grievance, or ○ Within ten (10) working days after the grievance conference (if requested).
<p>Level Three</p>	<ul style="list-style-type: none"> • If the professional employee wishes to appeal a level two decision, the professional employee may appeal in writing to the Board within ten (10) working days after the level two decision. <ul style="list-style-type: none"> ○ The Director of Schools will forward the request within seven (7) days to the Board and shall attach all related documents.

- | |
|--|
| <ul style="list-style-type: none">• The Board shall review the grievance and shall schedule a Board hearing within twenty-five (25) days after the receipt of the Board hearing request.• The Board shall render a written response, including the reasons for the decision, to the professional employee consistent with the following:<ul style="list-style-type: none">○ Within five (5) working days after the Board hearing. |
|--|

This decision is final.

Note: In the event a grievance reaches Level Three, the parties to the MOU shall discuss the grievance decision at their next PECCA meeting to determine if change in the terms of the MOU are appropriate.

Grievance Conferences

Generally, grievance conferences will be scheduled for times that do not interfere with the professional employees' assigned duties. Reprimands and grievances shall be conducted confidentially, in a private location, involving only the necessary personnel and their representatives. An affected professional employee, who is a member of a professional employee organization (PEO) that is a party to this agreement, shall have the right to request the presence of a professional employee organization (PEO) representative at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance, given a reasonable time period to allow the representative to attend.

Additional Grievance Information

Note the following additional information regarding grievances:

- A grievance may be withdrawn at any level without prejudice or record.
- Failure by the aggrieved person or group at any level to appeal a grievance to the next level within the specified time limit herein shall be deemed to be acceptance of the decision rendered at that level on a non-precedent setting basis and withdrawal of the grievance.
- Failure by the designated supervisor at any step of the procedure to communicate the decision on the grievance within the specified time limit shall permit the aggrieved party to proceed to the next step.

- Nothing in this agreement denies any employee the opportunity to consult with any supervisory or administrative officer of Rutherford County Schools.
- At any level, time limits in this agreement may be mutually extended. However, the intent of this provision is to expedite the processing of all grievances.
- No reprisals shall be invoked against any professional employee by the Board or the Administration for processing a grievance or participating in any way in the grievance procedure.
- All parties involved in a grievance may have a representative (s) of their choosing present at all steps of the procedure.
- The Board and the Administration shall cooperate in the investigation of any grievance.
- Neither the grievant(s) nor the Board shall be permitted to assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party.
- When a grievance involves more than one professional employee, the group of employees, with the assistance of the appropriate representative, may submit a collective grievance at the appropriate level.
- Working days are defined as any day in which the district office is open, excluding holidays and inclement weather days.
- If the grievance involves the Director of Schools, the Chairperson of the Board of Education to be the responding party.
- Prior to the first instructional day, the grievance procedure will be posted and shared with professional employees. All professional employees will receive training from the district on the grievance procedure. The grievance procedure and forms will be available on the Human Resources District website. This form is located in Appendix A.
- The filing of a grievance shall in no way interfere with the right of the Board and the Administration to carry out its management responsibilities, subject to the final disposition of the grievance. Any resolution of a grievance shall not be inconsistent with this MOU.

(CHAPTER CONCLUDES)

Chapter 7: Salaries and Wages

Salaries and wages shall be discussed annually following the standard timeline for developing the budget. Professional employee placement on the salary schedule approved by the Board of Education is determined by a combination of education and experience. Experience must be verified by the Board from an approved list of accredited agencies in a manner consistent with Tennessee State Board of Education Rule 0520-01-02-.02. Verification of credit and experience must be received by December 1 of the current school year in order to receive retroactive pay.

Compensation Plan

All salary, differentiated compensation, and salary supplements/stipends shall be paid via the official district payroll system and be reported to the Tennessee Consolidated Retirement System (TCRS) as compensation.

Salary Schedule

The salary of each professional employee covered by the regular salary schedule is set forth on the county website, which is incorporated by reference into the Memorandum of Understanding (MOU).

Placement on the Salary Schedule

Adjustment to Salary Schedule. All professional employees shall be placed on the proper step of the salary schedule as of July 1 of each year in accordance with the years of experience and educational attainment. Any professional employee employed for at least 100 days of the contract year shall be given full credit for one year of service toward the next incremental step for the following year.

Credit for Professional Experience. Each professional employee shall be awarded full credit for allowable teaching experience and educational attainment consistent with Tennessee State Board of Education Rule 0520-01-02-.02.

Frequency and Method of Wage Administration

All professional employees shall be paid on a monthly basis. Such payment received shall be in full for the current pay period. All payments of salaries and wages shall be made by direct deposit to a financial banking institution. All professional employees shall be required to participate in a direct deposit program.

Exception Pay Rate

The exception rate of pay for specified and approved District programs that are not part of the professional employee's regular job duties shall be no less than \$35.00 per hour effective July 1, 2023, and shall apply to professional employees working beyond the regular contracted hours.

Professional Employees Covering Classes for Other Professional Employees (In Lieu of Substitute)

Central office shall track daily the number of teachers covering a class on their planning in lieu of a substitute. This shall be done for one full calendar year, to begin no later than January 2024.

Salary and Wages Reopener

With anticipated changes to the budget in future years, the Association will revisit salary and wages, including the possibility of compensation for stipends for additional duties, etc. Should changes be needed regarding the language of the MOU concerning salary and wages, the team shall have the power to propose an amendment to the MOU. The amendment shall go into effect once approved by the Board at its next regularly scheduled board meeting and shall continue in effect until the normal expiration of this MOU.

(CHAPTER CONCLUDES)

Chapter 8: Insurance Benefits

Benefits shall be discussed annually following the standard timeline for developing the budget. The Board of Education agrees to the following relative to insurance benefits:

- To pay a minimum of 80% of medical insurance for eligible professional employees on at least one plan. This includes an Employee Assistance Program (EAP).
- To provide a \$35,000 life insurance benefit for all eligible professional employees.
- To pay long-term disability benefits which cover 66.67% of an eligible employee's salary per month.

Insurance Benefits Reopener

Should changes occur to employee benefits (carriers, plans, tiers, or premium costs), the conferencing team shall return to the conferencing table to discuss the impact said changes may have on employee and district benefits cost. Should changes be needed regarding the language of the MOU concerning benefits, the team shall have the power to propose an amendment to the MOU. The amendment shall go into effect once approved by the Board at its next regularly scheduled board meeting and shall continue in effect until the normal expiration of this MOU.

(CHAPTER CONCLUDES)

Chapter 9: Fringe Benefits

Funding for Teaching Supplies

Funds allocated to professional employees through the Tennessee Investment in Student Achievement (TISA) shall be spent on instructional supplies as provided in Tenn. Code Ann. § 49-3-359(a). A minimum of two hundred dollars shall be designated for every professional employee in kindergarten through grade twelve (K-12).

Tennessee Investment in Student Achievement (TISA) shall be distributed to professional employees no later than October 31. Prior to the first instructional day, financial and auditing policies and procedures for Tennessee Investment in Student Achievement (TISA) purchases will be posted and shared with professional employees by the district.

Professional Employee Attendance at Athletic and Non-Athletic Events

All professional employees shall be admitted without charge to regular season athletic contests at all Rutherford County Schools' events upon presenting district-issued identification. Professional employees shall be admitted without charge to non-athletic events at their assigned school. Additionally, all professional employees shall be admitted without charge to non-athletic events at all Rutherford County Schools upon presenting district-issued identification (space permitting).

(CHAPTER CONCLUDES)

Chapter 10: Working Conditions

Instructional Workday

Contracted Hours: All professional employees shall be present at their respective schools seven and one-half (7 ½) hours each day students are in school. This accounts for the seven-hour instructional day as well as fifteen (15) minutes of arrival and departure based on the student day. Educators are not required to report for any duty, including but not limited to meetings, school activities or events, etc., on a Saturday or Sunday, during designated school breaks, and/or on holidays, with the exception of high-school graduation.

Duty-free Lunch: Included in the seven and one-half (7 ½) hours workday, all educators shall have a duty-free lunch time during the regular school day, equal to the amount given to their students for lunch. This lunch period shall be a minimum of 25 minutes. If educators are expected to walk students to and from the cafeteria, this time will be factored into the school schedule so educators still have a minimum of 25 minutes to eat.

Planning Time for Professional Employees:

Beginning in the 2024-2025 school year, all professional employees shall have daily planning time which shall be free of student responsibilities except for emergencies. Planning time at each school shall be equitable.

However, professional employees must receive at least 150 minutes of individual planning time per week consistent with Tennessee School Board of Education Rule 0520-1-3-.03 (4). The principal shall determine the planning schedule after consultation with the faculty. Individual professional employee schedules shall indicate which days are individual planning and which days are administrative planning when individual professional employee schedules are distributed at the start of each semester. When the normal operational schedule of the school is modified to accommodate school activities (e.g. pep rallies, testing, etc.), principals will ensure professional employees receive at least 150 minutes of individual planning time within the week.

Planning time at each school shall be equitable with each professional employee receiving the minimum 150 minutes of weekly planning. The Director of Schools will approve the daily schedules of schools annually to ensure that planning time at each grade band is equitable and meets the

minimum individual planning requirements outlined in Tennessee School Board of Education Rule 0520-1-3-.03 (4) reporting compliance to the Department of Education.

In lieu of a planning period, a teacher may take on an extra class as an extended contract.

Noninstructional Workday

Contracted Hours: A noninstructional workday is one in which students are not in school, but professional employees report to work (with the exception of parent-teacher conferences).

Noninstructional workdays shall be seven (7) hours in length and include a one (1) hour lunch with an additional thirty (30) minutes of travel time with the option to leave campus.

Inclement Weather

If school is delayed, professional employees will adjust their arrival time based on the number of hours the student schedule is adjusted. For example, if school is delayed for two hours the professional employee report time is two hours later than their normal report time. Professional employees shall not be charged leave when school is closed and not in session. Inclement weather days will be made up based on the school calendar. Professional employees shall not be charged for pre-approved leave on days school has been closed and is not in session.

Other Duties

Uncompensated extra-hour duties will be fairly and equitably distributed. Administrators will limit uncompensated extra-hours duties: IEP, 504, RTI, PLC, bus duty, faculty meetings, sporting events, graduations, proms, parent nights, etc. Parent-Teacher conferences are not included as an extra duty as they are already included in the contracted hours.

Meetings Outside of Working Hours

- Meetings held after the end of the school day shall start within fifteen (15) minutes after the student dismissal time. Meetings held before the school day shall end at least five (5) minutes before the student arrival time.
- Topics of school-wide interest submitted in writing by the Professional Employee Association representative to the principal—at least three (3) school days in advance of a faculty meeting shall be placed on the agenda. This shall not preclude other topics of school-wide interest

submitted by the faculty from being discussed at the principal’s discretion. Personnel issues, grievances, and/or student-specific issues will not be placed on the agenda for discussion.

- Morning meetings shall not be scheduled on Mondays or on any day immediately following a holiday or any other day in which professional employee attendance is not required at school. Afternoon meetings shall not be called on Fridays or any day immediately preceding a holiday or any other day in which professional employee attendance is not required at school. Exceptions may be made with approval of the Director of Schools.
- Whenever possible, information shall be disseminated or collected in lieu of a meeting.
- No professional employee shall be required to attend a vendor presentation without an instructional purpose unless approved by the Director of Schools.

Load

While recognizing that there may be staffing issues or content requirements that make this impossible, administration shall aspire to ensure secondary school educators not have more than three (3) teaching preparations.

Class Size for Grades Kindergarten through Twelve (12).

Grade Level	Average Class Size	Maximum Class Size	Maximum number of classes
K-3	20	25	N/A
4-5	25	30	N/A
6	25	30	6 classes per grading period
7-12	30	35	6 classes per grading period
Career and Technical Education	20	25	6 classes per grading period

- A. The average class size for a grade level unit (such as the unit K-3) shall not exceed the stated average, although individual classes within that grade level unit may exceed the average.
- B. No class shall exceed the prescribed maximum size.
- C. The average class size and the maximum class size shall be based on regular classroom teaching positions, exclusive of principal, assistant principal, counselor, elementary art,

elementary music, elementary physical education, librarian, special education, or other specialized positions.

- D. Class size limits may be exceeded in such areas as typewriting and instrumental and vocal music classes, provided that the effectiveness of the instructional program in these areas is not impaired.
- E. Local school systems shall not establish split-grade classes for the purpose of complying with the provisions of the class size averages and maximums. However, these provisions do not prevent school systems from using multi-aged classes.
- F. Local boards of education must approve the establishment of any split-grade classes for any purpose.
- G. The average class size specified for the grade levels involved in split-grade classes will be the maximum size allowed in such classes.
- H. A remediation, recitation, RTI, voluntarily taught elective classes, or study hall period will not count as a class as applies to maximum number of classes.
- I. A teacher taking on more than the maximum number of classes would receive an extended contract, for a minimum value of \$6,650 for the entire school year. This value can be prorated if it does not last the entire school year.

Teacher Facilities and Access

- The Board shall provide in each school the following facilities:
 - **Storage Space.** Space for each professional employee within each instructional area to store instructional materials and supplies, including those teachers who hold classes in different classrooms.
 - **Staff Area.** A furnished space reserved for the exclusive use of professional employees. Although employees are expected to exercise reasonable care in maintaining the appearance and cleanliness of the staff area, it shall be cleaned and maintained regularly by the custodial services staff.
 - **Communication System.** A communication system, which allows professional employees to communicate with the main building office from their classrooms.
 - **Telephone.** Personnel shall not be left at school in charge of students without access to a telephone in the immediate vicinity.
 - **Secure Space.** Private closet, desk, filing cabinet, or cabinet space with lock and key for each professional employee to store coats, bags, and other personal articles.

- **Furniture.** Teachers shall have available for their exclusive use a serviceable desk and chair.
- **Chalk/Dry Erase/Smart Boards/Projector.** Write-on board space in every classroom.
- Adequate and appropriate space for professional employees who work in more than one school building shall be provided in each school in which they work. Professional employees will be provided an appropriate space and furniture to fulfill the responsibilities of their job.
- All professional employees shall be provided building access to the staff area, work area, and interior hallways from 6:00 AM until 6:00 PM during scheduled workdays. If additional access is needed, the professional employee shall contact the principal of the school building.
- Personnel shall not be required to perform tasks that endanger their health, safety, or well-being. Personnel perceiving hazardous conditions in the workplace shall report concerns to the Principal or Supervisor.

Discrimination (Sexual, Racial, Ethnic, Religious, Gender)

Employees shall be provided a working environment free from sexual, racial, ethnic, gender, and religious discrimination. It shall be a violation of this policy for any employee or any student to discriminate against or harass an employee through disparaging conduct or communication that is sexual, gender, racial, ethnic, or religious in nature. The following guidelines are set forth to protect employees from discrimination.

Employee discrimination will not be tolerated. Discrimination is defined as conduct, advances, gestures, or words either written or spoken of a sexual, gender, racial, ethnic, or religious nature which:

- Unreasonably interfere with the employee's work or educational opportunities; or
- Create an intimidating, hostile or offensive work environment; or
- Imply that submission to such conduct is made an explicit or implicit term of receiving benefit or privilege; or
- Imply that submission to or rejection of such conduct will be used as a basis for determining the employee's employment status, professional opportunities, and/or working conditions.

Alleged victims of the above-referenced offenses should report the incidents to human resources or other responsible government offices.

District Calendar Committee

A calendar committee shall meet for the purpose of submitting recommendation for the school

calendar to the Director of Schools for approval by the Board. The committee shall be composed of a designee of the professional employee's association to serve as a non-voting member, and one faculty member from each school.

Each year prior to the adoption of the school calendar, Rutherford County Schools will consider recommendations from all interested parties, including parents, teachers, and support staff. In order to obtain input from these stakeholders, the Director of Schools shall establish a District Calendar Committee comprised of representatives from these groups. The Committee shall meet and present their recommendations to the Director of School.

Each semester, immediately prior to the first day of school for students shall be designated as a day for teachers to prepare for instruction in their respective rooms. There shall be no meetings called by central office staff, school administrators, or any employee association during the regular school hours on this day.

Rutherford County School District and the Association recognize the importance of having teacher workdays throughout the school year to provide high-level instruction to students. Recognizing this, there is a commitment to continue to include these workdays in the academic calendar.

The calendar will continue to be published by June 1st for the following year in order to allow employees to adequately plan vacations and other personal activities.

Preparation for Transfer or New Assignment After First Instructional Day

New Assignment, Same Building. After the first instructional day, if a transfer or new assignment occurs within a building, the professional employee shall be afforded the opportunity to have any materials and equipment transported to the new location and to receive one entire school (or work) day for transition and preparation.

New Assignment, Different Building. After the first instructional day, if a transfer or new assignment is from one building to another, the professional employee shall be afforded the opportunity to have any materials and equipment transported to the new location and to receive two entire school (or work) days to prepare.

Moving Locations/Buildings. A professional employee shall not be required or directed to move any materials or equipment other than during the school (or work) day.

Equipment, Instructional Materials, and Training. The principal shall requisition all equipment and instructional materials required to teach the content standards within one week of the professional employee's transfer or new assignment. The school or district shall be responsible for the cost of attending any training or professional development that may be required as a result of the transfer or new assignment.

TEAM Evaluation Schedule. If the transfer or new assignment causes a change in grade level or subject area, the principal and the professional employee shall meet and collaborate on an evaluation schedule for the remainder of the semester.

Bullying/Cyber-Bullying/Intimidation

Employees shall be provided a safe working environment. It shall be a violation of this policy for any employee or administrator to bully, intimidate or create a hostile educational environment for another employee. Bullying, Intimidation, and Harassment are defined as an act that substantially interferes with an employee's professional benefits, opportunities, or performance, and the act has the effect of:

- Physically harming an employee or damaging an employee's property;
- Knowingly placing an employee or employees in reasonable fear of physical harm to the employee or damage to the employee's property;
- Causing emotional distress to an employee or employees; or
- Creating a hostile work environment.

Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected class (race, nationality, origin, color, gender, age, disability, religion) that is severe, pervasive, or persistent and creates a hostile environment.

Cyber-bullying is defined as a form of bullying undertaken through the use of electronic devices. Electronic devices include, but are not limited to, telephones, cellular phones or other wireless telecommunication devices, text messaging, emails, social networking sites, instant messaging, videos, web sites or fake profiles.

The policy addresses conduct taking place on school grounds or at any school-sponsored activity.

Alleged victims of the above-referenced offenses shall report these incidents through the grievance process.

The privacy and anonymity of all parties and witnesses to complaints will be respected. However, because an individual's need for confidentiality must be balanced with obligations to cooperate with police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough investigation or to take necessary action to resolve a complaint, the identity of parties and witnesses may be disclosed in appropriate circumstances to individuals with a need to know.

A substantiated charge against an employee or administrator shall result in disciplinary action up to and including termination. A substantiated charge against a student may result in corrective disciplinary action up to and including suspension and permanent removal from the employee's classroom following Tenn. Code Ann. § 49-6-2804

There will be no retaliation against any person who reports or participates in an investigation.

However, any employee or administrator who refuses to cooperate or gives false information during the course of any investigation may be subject to disciplinary action.

Any employee or administrator disciplined for violation of this policy may appeal the decision by contacting the Director of Schools. Any employee disciplined for violation of this policy may appeal the decision in accordance with disciplinary policies and procedures.

If the bullying, cyberbullying, harassment, or intimidation is coming from a parent/guardian, the employee is to immediately report the behavior to their supervisor who will be in contact with legal counsel.

Working Conditions Reopener

With anticipated changes to the schedule in future years, the PECCA team will revisit working conditions, including the maximum number of classes. Should changes be needed regarding the language of the MOU concerning working conditions, the team shall have the power to propose an amendment to the MOU. The amendment shall go into effect once approved by the Board at its next regularly scheduled board meeting and shall continue in effect until the normal expiration of this MOU.

(CHAPTER CONCLUDES)

Chapter 11: Attendance And Leaves Of Absence

Attendance

Regular and reliable attendance is an essential part of providing a quality education for students. Rutherford County Schools acknowledges that absences and emergencies will arise. As a professional responsibility, professional employees are expected to adhere to district procedures regarding attendance.

Sick Leave

Definition. "Sick Leave" shall mean leave of absence from post of duty one-half day or more because of illness of a professional employee and/or immediate family member due to natural causes or accident, or illness. Family is defined to include wife, husband, parents, parents-in-law, children, children-in-law, and any other person living in the home of the teacher.

Rutherford County Schools and the Rutherford Education Association recognize the importance of supporting employee mental health. In this spirit, employees may use sick time to support mental health or to attend medical appointments.

If needed, sick leave can be used to extend bereavement leave. See "Bereavement Leave" section.

Allocation. Sick leave for professional employees shall be granted with full pay at the rate of one (1) day for every twenty (20) days a professional employee is employed and shall be cumulative throughout his/her employment with Rutherford County Schools or as prescribed under law. Permanent, cumulative sick leave records for each active professional employee shall be kept in the Director of Schools' office. *Note: Fully paid personal leave days, which remain unused at the end of the work year, shall be credited to accumulated sick leave. When a professional employee reports for duty, sick leave allowed for a year shall be available immediately except that whatever portion is used shall be charged to his or her annual sick leave.*

Uncompensated Sick Leave. See "Leave Without Pay" section.

Reinstatement of Sick Leave. The Board shall grant to any professional employee, upon the

professional employee's employment or reemployment, the accumulation of leave that the employee lost in compliance with Tenn. Code Ann. § 49-5-710(a)(5).

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

A certificate from the physician on forms furnished by the Board may be required in support of any claim for sick leave pay and will always be required in support of absences for more than three (3) consecutive days.

Use of Bereavement. See "Bereavement Leave" section.

Use for Maternity. Following Tennessee Senate Bill 276 moving forward, effective July 1, 2023.

Emergency Leave

If emergency leave is needed and all other leave has been exhausted, a professional employee shall contact the principal or immediate supervisor for additional leave options. The principal or immediate supervisor will work with the Human Resources department to determine available options.

Bereavement Leave

Personnel with at least six (6) months of service shall be granted bereavement leave up to three (3) days per event for the death of 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, stepsiblings, stepchildren, step-grandchildren, foster children, or any other person living in the household. Personnel shall be granted bereavement leave up to one (1) day per event for the death of a cousin, aunt, uncle, niece, or nephew. For a person with a significant relationship to the employee, the Director or the Director's Designee will approve the leave up to three (3) days per event. Personnel will be responsible for submitting documentation to support the bereavement leave within five (5) days of returning to work.

Additional days needed for the bereavement period may be taken as sick, personal, or unpaid. If personnel needs to take more than five (5) total days per event, personnel shall submit a form for approval to the District Human resources department by submitting an Extended Leave form within five (5) days of returning to work.

Personal Leave

Personal leave for professional employees shall be granted with full pay at the rate of one (1) day for every one hundred (100) days a professional employee is employed by Rutherford County Schools. Starting the 2023-2024 school year, all certified personnel shall be able to retain up to five (5) earned personal days. Any personal leave days beyond the five (5) will roll into sick leave days.

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

- Except in emergency, each employee shall give the principal or supervisor at least one day's notice in writing of intent to take leave:
- The approval of the principal of the school shall be required:
 - If more than ten (10) percent of the teacher in any given school request its use on the same day;
 - If requested during any prior established student examination period;
 - If requested on the day immediately preceding or following a holiday or vacation period;
 - 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 to education prior to the commencement of the school year; or
 - 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.

Leave Without Pay

Educational Leave Without Pay. Professional employees shall be entitled to a leave of absence without pay not to exceed two (2) years to further education on a full-time basis, provided such academic work entails a minimum of nine (9) hours per semester. This educational leave can be taken in consecutive or non-consecutive years, but no employees shall be eligible for more than one

(1) educational leave period every seven (7) years of consecutive service with the school district.

This leave is subject to the approval of the Director of Schools. To qualify for this leave:

- Professional employees must have five (5) years or more of service.
- Professional employees must apply yearly in writing to Human Resources no later than May 31 for leave during the next fiscal year (beginning July 1).
- Proof of enrollment, payment, and completion of courses must be provided each semester, and the program of study must be an advanced study in education beyond the employee's current degree attainment.
- Full-time employment is not permissible while on educational leave.
- Professional employees shall have the opportunity to continue participation, at their own expense, in group insurance plans subject to restrictions of the insuring carrier. Arrangements for direct payment shall be made by the employee in writing to Human Resources.

Educational leave is not automatically granted. Factors to be considered by administrators when granting leave include, but are not limited to, current position, availability of an interim replacement, budgets, school and district needs, and factors which may impact student achievement.

Certified positions vacated by teachers on nonpaid leave shall be filled with a substitute or interim teacher while the teacher is on leave. If the leave does not exceed twelve (12) months the teacher shall be returned to the same or comparable position. If the leave is expected to exceed twelve (12) months, the teacher shall be placed in the same or comparable position upon return.

Other Leave

Professional employees shall be entitled to personal leave without pay for one (1) year for studying or other reasons of value. A professional employee is only entitled to leave under this provision one (1) time in a seven (7) year period of consecutive service with the school district. To qualify for this leave:

- Professional employees must have five (5) years or more of service.
- Professional employees must apply in writing to Human Resources no later than May 31 for leave during the next fiscal year (beginning July 1).
- Professional employees shall have the opportunity to continue participation, at their own expense, in group insurance plans subject to restrictions of the insuring carrier. Arrangements for direct payment shall be made by the employee in writing to Human Resources.

The application will be forwarded to the Director of Schools for approval if Human Resources has made a finding that such absence shall not adversely affect the staffing or instructional programs of the district. This leave shall in no way change a professional employee's status for reduction-in-force procedures.

In the event of a serious family illness documented by medical records occurring after the school year begins, a professional employee with five (5) years or more of service may request unpaid leave. If granted, the leave must be taken for the remainder of the semester. The application for this one (1) semester unit shall be forwarded to the Director of Schools for approval or rejection if Human Resources approves the leave.

Certified positions vacated by teachers on nonpaid leave shall be filled with a substitute or interim teacher while the teacher is on leave. The teacher shall be returned to the same or comparable position.

(CHAPTER CONCLUDES)

Chapter 12: MOU Reopener Provision

The Collaborative Conferencing Team will allow the reopening of the Memorandum of Understanding (MOU) for up to five (5) items from management and five (5) items from professional employees. These items will be in addition to those chapters with reopeners built within (e.g. salary and benefits).

(CHAPTER CONCLUDES)

Chapter 13: Duration

Once approved, this Memorandum of Understanding shall be effective for a period of three (3) years, beginning November 1st, 2023, subject to annual amendments and reopener provisions consistent with Tennessee law.

Chairman, Board of Education

Date

President, Rutherford Education Association

Date

Assistant Superintendent of HR/SS

Date

(CHAPTER CONCLUDES)

Chapter 14: Affirmations

The members of the management team:

Dr. Andrea Anthony

Larry Creasy

Dr. Kay Martin

Dr. Letoni Murry

Dr. Kelly Chastain

Brian Lewis

Suszane Freeze

The members of the association team:

DeAnna Osborne

Dr. Andrea Morris

Dr. Curtisa Nichols

Kartina Butler

Nicholas Narrell

Elena Burgess

Jacob Truax

Sienna Holl (alternate)

Heaven Doh (alternate)

(CHAPTER CONCLUDES)

Appendix A

GRIEVANCE FORM: RUTHERFORD COUNTY BOARD OF EDUCATION

Question 1: What is your name?

Question 2: What is your position and where are you staffed?

Question 3: What is the grievance? Please state all relevant facts and dates.

Question 4: Which part of Rutherford County Schools board policy or procedure, Tennessee state law, Federal law, State Board of Education Policy, procedure, or guideline, and/or the Memorandum of Understanding was violated?

Question 5: What remedy do you seek?

Question 6: Is there anything else you would like to add?

Question 7: Would you like to have a conference to discuss the grievance with the other party and their designated supervisor?

Question 8: Please type your legal name here as an electronic signature.



Plainview Elementary School

Application for Campus Construction Project

REPLACING damaged logo sign on the front of the building

10/6/2023

School Name: Plainview Elementary School

Principal: Dr. Mark Gonyea

Project Name: Plainview Logo Sign Replacement (front of the building)

Person Overseeing the Project: Dr. Mark Gonyea & Andie Mueller

Estimated Cost: \$6,080.81

Funding Source: The original sign flew off of the building during a severe thunderstorm and was damaged and will need to be replaced and not repaired. Dr. Gonyea inquired about the possibility of getting our actual school logo instead of the original "P" logo. Dr. Sullivan liked the idea but mentioned that this needed to go before the board for approval.

Timeline: Once approved by C/O, we would like to get started on the project.

Contractor: Front Street Sign Company, 100 Front Street, Smyrna, TN 37167

Thank you for your consideration.

Sincerely,

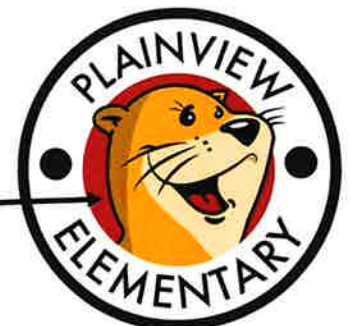
Dr. Mark Gonyea

Principal, Plainview Elementary School



The round sign is the one that needs to be replaced.

We would like it to be replaced with our actual logo instead.





Estimate

Front Street Sign Company

100 Front St.

Smyrna, TN 37167

ph. (615) 930-5223

fax

email: sales@frontstreetsign.com

Estimate:

JB- 8125

Printed

10/9/2023 12:54:02PM

Created Date:	9/29/2023 11:33:30AM	Prepared For:	Plainview Elementary
Entered By:	Jeremy Byrd	Contact:	Andrea Mueller
Phone:	(615) 217-6318	Address:	2240 Southpark Drive Murfreesboro, TN 37128
		Email:	MuellerA@rcschools.net
		Phone:	(615) 967-8300

Plainview damaged logo

Dear Andrea:

Front Street Sign Company

Product	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
1 Aluminum Color: White Font: Description: Text: Painted Sign on 0.80 aluminum (Price will be the same whether new or old logo is used.)	1	1	60	60	\$4,675.00	\$0.00	\$4,675.00
2 INSTALL Color: Description: Text: Install with lift	1	1	0	0	\$950.00	\$0.00	\$950.00

Notes:

Line Item Total:	\$5,625.00
Tax Exempt Amt:	\$950.00
Subtotal:	\$5,625.00
Taxes:	\$455.81
Total:	\$6,080.81

Deposit Required: \$3,040.41

Company: Plainview Elementary
2240 Southpark Drive
Murfreesboro, TN 37128

Received/Accepted By: _____

/ /

Your Local Sign Company

Fund 141 - General Purpose School

Budget Amendment #2

			Public School Security Grant & Safe Schools			Amended
Function	Object	Description	2024 Budget	Decreases	Increases	Budget
46981	399	Safe Schools		0	2,361,940	2,361,940
Total Revenue & Operating Transfers			517,920,946	0	2,361,940	520,282,886

Function	Object	Description	2023 Budget	Increases	Decreases	Amended
72130	399	Other Student Support - Other Contracted Services	75,400		500,000	575,400
72130	499	Other Student Support - Other Supplies And Materials	9,800		4,965	14,765
72130	524	Other Student Support - In Service/Staff Development	11,960		5,067	17,027
72130 Total			18,170,344	510,032	0	18,680,376
72210	355	Regular Instruction Program - Travel	72,000		1,900	73,900
72210 Total			14,625,979	1,900	0	14,627,879
72620	701	Maintenance Of Plant - Administration Equipment	1,511,940		1,850,008	3,361,948
72620	717	Maintenance Of Plant - Maintenance Equipment	100,000		1,361,940	1,461,940
72620 Total			13,574,179	1,850,008	0	16,786,127
76100 Total			948,612	0	0	948,612
Fund 141 Total			521,482,886	2,361,940	0	525,206,766

This amendment increases budgeted Fund 141 revenue and expenditures to recognize the awarded amount of the state funded FY23-24 Public School Security Grant and the carryover amount of the FY22-23 Safe Schools Grant. These monies will be used to provide digital threat assessment training for SRO's, active shooter training to school staff, the purchase of radio's/repeaters, radio software, weapon detection systems, bullet resistant film, camera's, & portable lighting and generators. Both grants total the amount of \$2,361,940 and have been approved by the State Department of Education. There is not a required local match for either grant.

Recommended Motion:

To amend the FY 23-24 General Purpose School Budget to reflect the Public School Security Grant award and Safe Schools carryover money as presented.

Dr. James Sullivan, Director of Schools

Date

Shelia Bratton, Chairman of the Board

Fund 141 - General Purpose School

Budget Amendment #3

			Innovative Schools Model Grant		Amended	
Function	Object	Description	2024 Budget	Decreases	Increases	Budget
46790		Other Vocational	64,000		17,000,000	17,064,000
Total Revenue & Operating Transfers			520,282,886	0	17,000,000	537,282,886

Function	Object	Description	2023 Budget	Increases	Decreases	Amended Budget
71300	189	Vocational Education Program - Other Salaries & Wages		0	1,253,077	1,253,077
71300	201	Vocational Education Program - Social Security	860,686		79,628	940,314
71300	204	Career and Technical Education Program - Pensions	1,214,477		107,378	1,321,855
71300	206	Vocational Education Program - Life Insurance	4,724		801	5,525
71300	207	Vocational Education Program - Medical Insurance	1,650,283		204,270	1,854,553
71300	212	Vocational Education Program - Employer Medicare	201,290		18,621	219,911
71300	299	Vocational Education Program - Other Fringe Benefits	17,715		1,825	19,540
71300	429	Vocational Education Program - Instructional Supp & Mat	586,850		70,000	656,850
71300	448	Vocational Education Program - T&i Construction Materials	120,000		4,842,500	4,962,500
71300	730	Career and Technical Education Program - Vocational Instruction Equi	722,870		1,085,500	1,808,370
71300 Total			20,153,760	7,663,600	0	27,817,360
72230	524	Career and Technical Education Program - In Service/Staff Developme	50,000		28,050	78,050
72230 Total			596,697	28,050	0	624,747
72710	729	Transportation - Transportation Equipment	40,400		581,350	621,750
72710 Total			28,380,418	581,350	0	28,961,768
76100	706	Regular Capital Outlay - Building Construction	0		8,727,000	8,727,000
76100 Total			948,612	8,727,000	0	9,675,612
Fund 141 Total			521,482,886	17,000,000	0	539,844,826

This amendment increases budgeted Fund 141 revenue and expenditures to recognize the awarded amount of the state-funded FY23-24 Innovative Schools Model Grant. This grant will be allocated to fund additional CTE positions at RCS High Schools. It also provides other supplies, materials, equipment, and capital outlay for innovation in CTE Programs of Study at the High School and Middle School levels. The grant is for the amount of \$17,000,000 and has been approved by the State Department of Education. There is no required local match.

Recommended Motion:

To amend the FY 23-24 General Purpose School Budget to reflect the Innovative Schools Model Grant award as presented.

Dr. James Sullivan, Director of Schools

Date

Shelia Bratton, Chairman of the Board

**RESOLUTION SUPPORTING THE ENACTMENT OF STATE LAWS TO SUSPEND THE
DRIVER'S LICENSE OF STUDENTS WHO MAKE ONLINE THREATS INTENDED TO
DISRUPT PUBLIC SCHOOLS**

WHEREAS, the safety and well-being of students, educators, and school staff are of utmost importance to the State and local Boards of Education;

WHEREAS, threats against schools and students are on the rise, with many of these threats being posted online on various social media platforms;

WHEREAS, these threats are often false claims intended to cause fear and lead to the disruption of regular school activities;

WHEREAS, a stronger deterrent is needed against those individuals who make such threats;

WHEREAS, driving is a privilege, not a right, and the state has a responsibility to ensure that those with a driver's license act responsibly in all areas of their lives;

WHEREAS, there is a need for more substantial consequences for students who threaten the safety of their peers, educators, and school staff online to underscore the seriousness of their actions and deter future threats;

NOW, THEREFORE, BE IT RESOLVED BY THE RUTHERFORD COUNTY BOARD OF EDUCATION THIS THE ____ DAY OF _____, 2023, AS FOLLOWS:

1. The Board urges the Tennessee State Legislature to pass legislation allowing for the suspension of a driver's license for any student who is determined to have made threats or posted threats against schools, students, or staff;
2. The Board recognizes that the suspension period should be determined by the severity and frequency of the threats, and should also take into account any prior offenses;
3. The Board believes that upon completion of the suspension period, individuals whose drivers licenses have been suspended should be required to demonstrate an understanding of the consequences of their actions on their peers and the community before their license is reinstated;
4. The Board urges the Tennessee State Legislature to collaborate with school districts, law enforcement agencies, and community organizations to ensure the effective implementation of this suggested legislation.

RUTHERFORD COUNTY BOARD OF EDUCATION

By: Shelia Bratton, Chairman

By: Claire Maxwell, Vice-Chairman

By: Katie Darby, Member

By: Frances Rosales, Member

By: Tammy Sharp, Member

By: Caleb Tidwell, Member

By: Coy Young, Member

ATTESTED TO:

Dawn Williams, Secretary