

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

**JULY 19, 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: June 21, 2023 Policy Meeting Minutes**
- B. Minutes: June 22, 2023 Board Meeting Minutes**
- C. Community Use of Facilities**

FACILITIES USE

7/19/2023

Barfield Elementary	Murfreesboro Kings, practice & skills training, gym, 7/10/23 – 8/13/23, \$54 per day
Blackman High	Leadoff Baseball Academy, clinic, sports field, 8/12/23, \$290
Christiana Middle	Hwy 231 South Church of Christ, back to school event, cafeteria, 7/29/23, \$18 per hour
Siegel High	Select Basketball, LLC, basketball camp, gym, 6/26/23 – 6/30/23, \$1973.75 **retro review

Stewarts Creek High	United Volleyball Club, practice, gym, 7/15/23 – 7/16/23, \$18 per hour **retro review
Whitworth-Buchanan	New Vision Baptist Church, services, classrooms, auditorium & cafeteria, 12/24/23 & 3/31/24, \$1,820
Whitworth-Buchanan	New Vision Baptist Church, small groups, classrooms & cafeteria, 8/6/23 – 5/31/24, \$1,590

No Fees

LaVergne High	City of LaVergne Fire & Rescue, swim test, pool, 7/5/23 – 7/7/23, no fee, *retro review
Stewarts Creek Middle	Unity Clark 2025, practice, sports field, 8/5/23 – 12/31/23, no fee

Note: Facility use prior to 7/19/23 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.**

D. School Salary Supplements and Contract Payments:

Name-Certified	NTE Amount	School	Funded By	Description
Jennifer Polston	\$2,083.34	Blackman Middle	School Funds - Cheerleading	Assistant Cheerleading Coach
Ali Arman	\$2,000.00	Riverdale	School Funds - Boys Soccer	Running and advertising summer soccer camp
Greg Baughn*6	\$1,000.00	Rockvale High	School Funds - Various	Bus Driver
Ryan Feris*6	\$1,500.00	Rockvale High	School Funds - Various	Bus Driver
Kevin Jones*6	\$3,500.00	Rockvale High	School Funds - Various	Bus Driver
James Nelson*6	\$3,500.00	Rockvale High	School Funds - Various	Bus Driver

Sara Sears	\$300.00	Rockvale High	School Funds - Band	Band Camp Staff
Scott Kinney	\$500.00	Rockvale High	School Funds - Band	Band Camp Staff
Ottie West III	\$500.00	Rockvale High	School Funds - Band	Band Camp Staff
Craig Reavis	\$3,500.00	Siegel High	School Funds - Baseball	Fall Facility Maintenance, Camp Director, Tournament Director (23-24 school year)
Raymond Shutt	\$1,008.00	Siegel High	School Funds - Use of Facilities	Building Supervisor
Lindsey Duggin	\$4,000.00	Stewarts Creek High	School Funds - Theater	Teaching Camps and Workshops
Donald Fann*6	\$5,000.00	Stewarts Creek High	School Funds - Theater	Teaching Camps + Workshops, Bus Driving, Set + Prop work, lighting and sound work
James Bessant	\$4,000.00	Stewarts Creek High	School Funds - Theater	Teaching Camps + Workshops + Assistant Production Director
Brian Russell	\$4,000.00	Stewarts Creek High	School Funds - Theater	Teaching Camps and Workshops
Non-Faculty	NTE Amt.	School	Funded By	Description
Robert Parks	\$500.00	LaVergne High	School Funds - Baseball	Assistant Baseball Coach
Michael George	\$25 / lesson	Oakland High	School Funds - Band	Group + Private Lessons
Tonya Lawson	\$30 / lesson	Oakland High	School Funds - Band	Private Lessons
Wilson Sharpe	\$25 / lesson	Oakland High	School Funds - Band	Music Lessons
Patrice Callahan	\$1,840.00	Oakland Middle	School Funds - Cheerleading	Tumbling Coach
Noah Friedman	\$6,000.00	Riverdale	Riverdale Band Boosters	Camp Staff + Season Staff
Noah Friedman	\$30 / lesson	Riverdale	School Funds - Band	Private Lessons

Rachel Friedman	\$3,000.00	Riverdale	Riverdale Band Boosters	Marching Band Staff
Rachel Friedman	\$30 / lesson	Riverdale	School Funds - Band	Private Lessons
Katherine Aydelott	up to \$50 / hour per service	Rockvale High	School Funds - Band	Double Reed Lessons
Evan Clifton	up to \$50 / hour per service	Rockvale High	School Funds - Band	Low Brass Lessons
Rex Davis	\$200.00	Rockvale High	School Funds - Band	Band Camp Staff
Keith Dudek	up to \$50 / hour per service	Rockvale High	School Funds - Band	Percussion Lessons
Emmett Feruekes	\$1,000.00	Rockvale High	Rockvale Band Boosters	Facilitate + execute rehearsals
Sheridan Hitchcock	up to \$50 / hour per service	Rockvale High	School Funds - Band	Saxophone Instruction
Emily Loboda	\$500.00	Rockvale High	School Funds - Band	Band Camp Staff
Rebecca Lowry	up to \$50 / hour per service	Rockvale High	School Funds - Band	Marching Band Staff
Chris Mondak	up to \$50 / hour per service	Rockvale High	School Funds - Band	Jazz Band Instruction
Rebecca Murphy	up to \$50 / hour per service	Rockvale High	School Funds - Band	Flute Lessons
Nicholas Sipe	\$200.00	Rockvale High	School Funds - Band	Band Camp Staff
Holly Smith	\$300.00	Rockvale High	School Funds - Band	Band Camp Staff
Jennifer Zimmerer	up to \$50 / hour per service	Rockvale High	School Funds - Band	Clarinet Lessons
Robert Quallich III	\$600.00	Smyrna High	Smyrna High Band Boosters	Trumpet Sectionals

William Moore	\$2,500.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Band Camp (Summer) + Concert (Winter)
Landon Stanley	\$5,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters + Band Account	Band Camp (Summer) + Concert (Winter)
Garen Webb	\$25 / lesson	Stewarts Creek Middle	SCM Music Boosters	Low Brass lessons

- 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

E. BIDS:

Bid #3692 - Copy and Color Paper
 Bid #3693 - PE Uniforms
 Bid #3694 - Laminating Film
 RFP #23-07 - Digital Platform for IEP

F. Non-Faculty 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:

<u>NAME</u>	<u>SCHOOL</u>	<u>SPORT</u>
Aydelott, Katherine	Rockvale High School	Band
Clifton, Evan	Rockvale High School	Band
Davis, Rex	Rockvale High School	Band
Dudek, Keith	Rockvale High School	Band
Fernekes, Emmett	Rockvale High School	Band
Friedman, Rachel	Riverdale High School	Band
Hitchcock, Sheridan	Rockvale High School	Band
Loboda, Emily	Rockvale High School	Band
Lowry, Rebecca	Rockvale High School	Band
Mondak, Chris	Rockvale High School	Band

Murphy, Rebecca	Rockvale High School	Band
Quallich, Robert	Smyrna High School	Band
Sipe, Nicholas	Rockvale High School	Band
Smith, Holly	Rockvale High School	Band
Tanner, Andrew Scott	Oakland High School	Band
Webb, Garen	Stewarts Creek Middle	Band
Zimmerer, Jennifer	Rockvale High School	Band
Craig, JaKayla	Riverdale High School	Band
Stanley, Landon	Stewarts Creek High	Band
Collins, Isaac	Siegel High School	Band
Fernekes, Emmett	Siegel High School	Band
Lane, Abigail	Siegel High School	Band
Liu, Chelsea	Siegel High School	Band
Ramsay, Kyle	Siegel High School	Band
Gregory, Kevin	Blackman High School	Football
Selvidge, Jeremy	Blackman High School	Cross Country/Track
Gardner, Jerry	Eagleville School	MS Softball
Smith, Kenny	Eagleville School	Football
Coleman, Telly	LaVergne High School	Swimming
Hunter, Charles	LaVergne High School	Football
Phillips, Eboni	LaVergne High School	Cheer
Cook, Ashlyn	Oakland High School	Cross Country
Hewitt, Chad	Oakland High School	Softball
Tate, Kyle	Oakland High School	Wrestling
Vega-Gaskins, Raquel	Oakland High School	Archery
Brown, Hailey	Riverdale High School	Girls Soccer
Chinchay, Isabelle	Riverdale High School	Girls Soccer
Fujino, Jacob	Riverdale High School	Football
Peterson, Nick	Riverdale High School	Football/Baseball
Williams, Sydney	Riverdale High School	Softball
Fernandez, Jennifer	Stewarts Creek High	Softball
Moore, Sydney	Stewarts Creek High	Volleyball
Anderson, Erin	Thurman Francis	Volleyball
Vaughn, Kylie	Whitworth-Buchanan	Girls Basketball
Adams, Jennifer	Stewarts Creek High	Volleyball
Farmer, Mike	Buchanan Elementary	Archery
Wolff, Natalie	Buchanan Elementary	Archery
Hurter, Erik	Eagleville School	Football
Bailey, Marquez	LaVergne High	Football
Quadrini, Tristan	LaVergne High	Girls Soccer
Smiley, Chauncey	LaVergne High	Football
Brown, Veronica	Riverdale High	Dance
Cochran, Maddie	Riverdale High	Softball
Anderson, Christopher	Rockvale High	Bowling
Dentino, Elizabeth	Rockvale High	Cross Country
Hankins, Rakel	Rockvale High	Volleyball

Pawlowski, Lance	Rockvale High	Football
Baker, Brandon	Siegel High	Football
Bouchard, Arabella	Siegel High	Volleyball
Doss, Cedric	Siegel High	Football
Smith, Scott	Siegel High	Football
Sugg, Savannah	Siegel High	Volleyball
Wellman, Eli	Siegel High	Boys/Girls Soccer
Smith, Hudson	Oakland High	Football
Woodruff, Jimmie	Rocky Fork Middle	Football

Recommended Motion – to approve the consent agenda as presented.

6. VISITORS

Austin Maxwell would like to address the Board regarding the Mitchell Maxwell Scholarship.

7. PRESENTATION OF DIRECTOR’S REVIEW

Dr. Tammy Grissom, Executive Director of Tennessee School Boards Association, to present Dr. James Sullivan’s review.

8. 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 table the Memorandum of Understanding between the Rutherford County Board of Education and the Professional Educators of Rutherford County Schools for one month to allow for further review.

9. TRANSPORTATION (TAB 3)

Job Title Modifications:

Request to modify job title and job description as presented.

Special Transportation Routing Coordinator to Transportation Routing Supervisor.

Recommended Motion – to approve the above title and job modification as presented.

Job Description for Customer Service/AM Dispatcher

Recommended Motion – to approve the job description of Customer Service/AM Dispatcher as submitted.

Voluntary Termination of Bus Contract #125 - Mary Manning

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Mary Manning, Bus #125 effective as soon as possible.

10. LEGAL (TAB 4)

2023-2024 Approved Fees

Per Policy 6.709, prior to the beginning of each school year, the Board, upon the recommendation of the principals and the Director of Schools, shall approve all student fees for the upcoming school year. Additional fees may be approved during the year as needed.

Recommended Motion - motion to approve the fee list as presented for the 2023-2024 school year.

Policy Adoption- First and Final Reading

The below policy changes are recommended on the first and final reading as they are necessary to take effect before the start of the 2023-2024 school year.

- a. Policy 1.102 – Board Members Legal Status**
Adds other types of high school equivalency credentials approved by the State Board of Education pursuant to change in state law.
- b. Policy 1.106 – Code of Ethics**
Adds point of contact for the Tennessee Ethics Commission pursuant to change in state law.
- c. Policy 1.400 – School Board Meetings**
Adds two additional qualifying reasons for board members to attend regular or special meetings electronically pursuant to change in state law.
- d. Policy 1.402 – Notification of Meetings**
Adds that notice of all meetings with actionable items on the agenda, with some exceptions, shall include information on how community members can participate in the public comment portion of the board meeting. This change is pursuant to change in state law.
- e. Policy 1.901 – Charter School Applications**
Adds language requiring presentation of review committee’s findings to the Board.

- f. Policy 3.202 – Emergency Preparedness Plan**
Adds armed intruder drill, incident command drill, and emergency safety bus drill pursuant to change in state law.
- g. Policy 3.205 – Security**
Adds language mandating that all exterior doors shall be locked at all times and access shall be limited to primary entrance. Also adds that after school activities that require an unlocked door shall have an employee stationed at the door to ensure access is limited to authorized persons only. This change is pursuant to change in state law.
- h. Policy 4.300 – Extracurricular Activities**
Adds requirement of parents/guardians to opt-in before a minor child can join a school club or participate in activities of the club pursuant to change in state law.
- i. Policy 4.403 – Library Materials**
Adds process with several tiers of review of library materials pursuant to change in state law.
- j. Policy 5.106 – Application and Employment**
Adds language that districts may not hire individuals who appear on lists of perpetrators of child abuse and abuse of vulnerable persons or similar lists from other states pursuant to a change in state law.
- k. Policy 5.110 – Compensation Guides and Contracts**
Updates employment experience for Career and Technical Education (Occupational Education) teachers.
- l. Policy 5.119 – Employment of Retirees**
Removes requirement that Director of Schools certifies in writing that no other qualified personnel are available to fill the position before hiring a retiree pursuant to a change in state law.
- m. Policy 5.302 – Sick Leave**
Adds option for employees to use sick bank days to care for minor children in addition to being used for the employee’s own illness pursuant to a change in state law. Additionally, remove language that states retired personnel cannot earn sick leave.
- n. Policy 5.305 – Family Medical Leave**
Adds six weeks of paid leave for certain employees after the birth, stillbirth, or adoption of a newly placed minor child pursuant to a change in state law.

- o. Policy 5.307 – Physical Assault Leave**
Clarifies that teachers will receive their full salary and benefits while on leave due to a physical assault pursuant to a change in state law.
- p. Policy 5.310 – Vacations and Holidays**
Adds Juneteenth to list of holidays pursuant to a change in state law. Additionally, adds to set a 10-hour workday for Juneteenth and July 4th for holiday pay purposes for all 12-month employees on a 4-day work week during the summer months.
- q. Policy 5.600 – Staff Rights and Responsibilities**
Adds that teachers are required to report students who commit certain offenses (assault and battery or vandalism) on school property that endanger the life, health, or safety of others pursuant to a change in state law.
- r. Policy 6.202 – Home Schools**
Removes requirement of proof of immunization for the student. Also, requires the acceptance of high school equivalency credentials approved by the State Board of Education for parents/guardians pursuant to a change in state law.
- s. Policy 6.300 – Code of Conduct**
Adds threats of mass violence to the list of zero tolerance offenses punishable by a one (1) year expulsion pursuant to a change in state law.
- t. Policy 6.303 – Interrogations and Searches**
Changes wording from interrogation to questioning by school personnel.
- u. Policy 6.309 – Zero Tolerance Offenses**
Adds threats of mass violence to the list of zero tolerance offenses punishable by a one (1) year expulsion pursuant to a change in state law.
- v. Policy 6.319 – Alternative Education**
Adds additional statutory reason for Director of Schools to require a student to serve a suspension at home rather than on school property if it endangers the safety of the students or staff pursuant to a change in state law.
- w. Policy 6.4001 – Student Surveys, Analyses, and Evaluations**
Adds requirements of parents/guardians to opt-in before a minor child participates in a non-instructional survey, analysis, or evaluation pursuant to change in state law.
- x. Policy 6.402 – Physical Examinations and Immunizations**
Adds language to give parents/guardians the ability to opt-out of health screenings conducted as part of the coordinated school health program pursuant to change in state law.

Recommended Approval of Two Motions:

1. **Recommended Approval – motion to suspend** Board Policy 1.600 to specifically waive the two readings requirement for the above policies as presented; and
2. **Recommended Approval – motion to adopt** on the first and final reading the above policies as presented.

11. INSTRUCTION

Springs Public Schools- Empower Academy Update

Mr. Jared McLeod, Executive Director of Empower Academy, will update the board on the status of their school's pre-opening and construction processes.

12. FINANCIAL MATTERS

Grant for Voluntary Pre-K

The VPK Grant is used to partially fund our 22 Voluntary PreK programs that are housed in 15 of our elementary schools. 13 classrooms are in Smyrna and LaVergne, our highest areas of need. All classrooms are at capacity (20 students per class) with more than 90% of the students and families served qualifying based on household incomes at or below poverty level. The program is designed to reach Rutherford County's at-risk early learners. The monies afforded to us by this grant help to ensure that all students have supplies and high-quality materials available to them at all times in our VPK classrooms.

Recommended Motion - to approve the acceptance of the Voluntary PreK Grant totaling \$1,971,820.22 as presented.

13. SPECIAL EDUCATION (TAB 5)

Request for approval of the lease for the house located at 1607 Elrod Street, Murfreesboro, TN 37130. The property will be utilized for the Transition Academy. The Transition Academy is for students who are 18-22 and have graduated high school with a Special Education Diploma. Students are exposed to a variety of community experiences as well as independent living skills that would not be possible in the traditional school setting. Starting August 1, 2023, it will be \$1650.00 per month and paid by IDEA.

Recommended Motion-to approve the lease of 1607 Elrod Street, Murfreesboro, TN as presented.

14. ENGINEERING AND CONSTRUCTION (TAB 6)

814 South Church Street. The Board has contracted for the purchase for 814 South Church St. The contract was subject to a 30-day Inspection Period and a 30-day Lease Investigation Period. The school system has completed its inspections of the Property and obtained estimates for the renovations needed to the building. The Purchase Price for the building and estimated cost of the renovations needed are \$2,611,523 which equates to a cost of \$208.92 per square foot. This cost is less than the cost to build a new building. If the Board desires to move forward with the purchase of the Property, the contract requires the Board to give notice of its election to proceed to closing prior to the end of the Inspection Period which expires on July 23, 2023.

Recommended Motion - Move to give notice of the intent to purchase the Property subject to the Lease Investigation Period.

15. INSURANCE UPDATE

16. DIRECTORS UPDATE

17. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

18. FEDERAL RELATIONS NETWORK (FRN) UPDATE

19. GENERAL DISCUSSION

20. OPEN POSITION UPDATE BY SCHOOL

21. ADJOURNMENT

Rutherford County Board of Education

2240 Southpark Drive
Murfreesboro, TN 37128

Policy Committee Meeting

June 21, 2023

Board Members Present

Tammy Sharp, Chair
Caleb Tidwell, Vice Chair
Shelia Bratton
Katie Darby
Claire Maxwell
Frances Rosales
Coy Young

Committee Members Present

Dr. Kay Martin
Dr. Mark Gullion
Larry Creasy
Shannon Creekmore
Kaitlyn Benavides
Susan Quesenberry
Robert Brooks, Jr.

Dr. James Sullivan, Director of Schools

Others Present

Monika Ridley
Jeff Reed
Stacy Wallace

The Board Chairman, Ms. Sharp, called the meeting to order at 5:00 p.m. All stood and recited the pledge, which was led by Shannon Creekmore. Ms. Sharp began by recognizing Mr. Larry Creasy as a new member of the Committee, replacing Dr. Cary Holman, then asked for approval of the agenda. Dr. Sullivan requested to move Library Materials, 4.403 to the end of the agenda. Ms. Sharp motioned to move item k to the end, Mr. Tidwell seconded. Ms. Sharp asked for approval of the agenda again, motion was made by Dr. Sullivan and seconded by Mr. Tidwell.

Policy Changes

The policy meeting began with a review of Policy 1.102 – Board members Legal Status*. Adds other types of high school equivalency credentials approved by the State Board of Education pursuant to change in state law.

Discussion held:

Ms. Sharp brought up that this time of year we get a lot of policy changes, amendments from the legislative session that legislature has put in place, and we need to put into policy before our school year starts. Ms. Quesenberry asked a question about number 2 being a qualified voter and resident in the county, living here in the county for one year and if it is state law or Rutherford County law. Dr. Sullivan indicated it is state law. She also questioned what a qualified voter is if they need to have voted in past elections. Ms. Bratton said that it would probably be determined by the local parties. Dr. Sullivan said the little number one next to it shows the legal reference.

Ms. Rosales had a question about the “high school equivalency credentials approved by the State Board of Education” and if it was an umbrella term to cover GED, HSET and Ms. Ridley said it is and the

State Board may approve other high school equivalency credentials. Dr. Sullivan brought up that on the agenda, a lot of the items have an asterisk next to them which means they are requesting approval on one read for the Board Meeting in July, those are ones that need to be in place before the school year starts.

Motion was made by Ms. Rosales and seconded by Ms. Maxwell, to approve Policy 1.102.

Vote: All yes

The policy committee reviewed Policy 1.106 – Code of Ethics*. Adds point of contact for the Tennessee Ethics Commission pursuant to change in state law.

Discussion held:

Ms. Ridley indicated that this law requires the Board Chair to serve as a point of contact for the Tennessee Ethics Commission and the Director of Schools shall provide contact information to the Commission and ensure that any changes are submitted within 30 calendar days.

Ms. Sharp indicated that several people including herself and Dr. Sullivan are points of contact and this is just really updating the books.

Motion was made by Ms. Maxwell and seconded by Ms. Quesenberry, to approve Policy 1.106.

Vote: All yes

The policy committee reviewed Policy 1.400 – School Board Meetings*. Adds two additional qualifying reasons for board members to attend regular or special meetings electronically pursuant to change in state law.

Discussion held:

Ms. Quesenberry asked if it is three or six total days. Ms. Ridley said there are five total reasons. Dr. Sullivan mentioned that it's 3 for each occurrence & Ms. Sharp agreed and mentioned if you are in the military, she doesn't believe there is a limit. Ms. Darby asked if the highlighted ones are the ones that are being changed and Ms. Ridley said yes and that the Sickness and Inclement Weather but in reviewing the model policy, she noticed that we didn't have one of the other ones.

Motion was made by Dr. Sullivan and seconded by Ms. Bratton, to approve Policy 1.400

Vote: All yes

The policy committee reviewed Policy 1.402 – Notification of Meetings*. Adds that notice of all meetings with actionable items on the agenda, with some exceptions, shall include information on how community members can participate in the public comment portion of the board meeting. This change is pursuant to change in state law.

Discussion held:

Dr. Sullivan indicated that it's his understanding that it wouldn't apply to work sessions, it would just be actionable items and actual Board meetings. Ms. Ridley said she and Mr. Reed had spoken about it and its actionable items on the agenda. Ms. Sharp added that it would apply to Special Called Meetings.

Motion was made by Mr. Tidwell and seconded by Ms. Maxwell, to approve Policy 1.402

Vote: All yes

The policy committee reviewed Policy 1.901 Charter School Applications. Adds language requiring presentation of review committee's findings to the Board.

Motion was made by Mr. Young and seconded by Ms. Bratton, to approve Policy 1.901

Vote: All yes

The policy committee reviewed Policy 3.202 – Emergency Preparedness Plan*. Adds armed intruder drill, incident command drill, and emergency safety bus drill pursuant to change in state law.

Discussion held:

Ms. Sharp asked if it included the reunification drill and Dr. Sullivan said no because reunification is not one required by law, but we do it anyways. She then asked if all the ones required by law are on there and Dr. Sullivan said yes, all the ones that are required by law, the Fire & Safety drills, and the AED. Ms. Bratton asked Ms. Oeser if it says everything, we need it to say, and Ms. Oeser said yes. Ms. Bratton mentioned to Ms. Oeser that she spoke with the Commissioner, Mr. Wilson and he gave Ms. Oeser high praise.

Motion was made by Ms. Maxwell and seconded by Ms. Quesenberry, to approve Policy 3.202

Vote: All yes

The policy committee reviewed Policy 3.205 – Security*. Adds language mandating that all exterior doors shall be locked at all times and access shall be limited to primary entrance. Also adds that after school activities that require an unlocked door shall have an employee stationed at the door to ensure access is limited to authorized persons only. This change is pursuant to change in state law.

Discussion held:

Ms. Sharp mentioned that all of this is already in place, and we are just putting it into policy. Dr. Sullivan said that the Summer School Camp employees may not be at their normal building and don't have keys so that is something that we need to work on. He also mentioned something that is part of the law but is not in policy is that if a member of law enforcement finds a door is unlocked from the outside it needs to be reported to the Principal, Director of Schools, Chair of the Board, Governor and PTO President of the school.

Motion was made by Ms. Maxwell and seconded by Ms. Quesenberry, to approve Policy 3.2025.

Vote: All yes

The policy committee reviewed Policy 4.204 – Summer School*. Adds language for third grade promotion/retention pursuant to change in state law.

Discussion held:

Ms. Ridley indicated that there has been discussion on moving this to the next policy committee meeting because there are portions that need to be discussed in greater detail with the instruction staff and Dr. Chastain wants to make sure the time frames and other requirements are carefully and thoughtfully considered.

Dr. Sullivan requests to move it to end of summer beginning of fall policy meeting to allow time to figure out what we want to do with high school and summer school and make sure we get all the other things in place. Ms. Bratton asked if everyone was ok with that, no one opposed.

The policy committee reviewed Policy 4.300 – Extracurricular Activities*. Adds requirement of parents/guardians to opt-in before a minor child can join a school club or participate in activities of the club pursuant to change in state law.

Discussion held:

Dr. Sullivan said that he supports it, but it will be a huge administrative burden at the schools, and we will have some trial and error directing it. Ms. Bratton asked if opting in would be harder than opting out and Dr. Sullivan responded that it is state law so it's in place but the logistics of it, keeping track of where students are going, etc. there are going to be some logistics to work through with our principals. Mr. Creasy brought up after school and how kids say they are going to this club or that club and it will be very difficult to monitor that.

Motion was made by Mr. Tidwell and seconded by Ms. Darby to approve Policy 4.300.

Vote: All yes

The policy committee reviewed Policy 4.402 – Reconsideration of Textbooks and Instructional Materials.

Discussion held:

Mr. Tidwell suggested that we don't need this on the agenda, he had added it because of some changes to the library materials but he suggests moving it for now.

Motion was made by Dr. Sullivan and seconded by Ms. Rosales, to take no action.

Vote: All yes

The policy committee reviewed Policy 5.106 – Application and Employment*. Adds language that districts may not hire individuals who appear on lists of perpetrators of child abuse and abuse of vulnerable persons or similar lists from other states pursuant to a change in state law.

Discussion held:

Ms. Ridley indicated what the current Tennessee law is and now they are adding that people who appear on lists from other jurisdictions would not be employable as well. Ms. Bratton said it's a good catch and that historically we have had some issue with that. Ms. Rosales asked if we are getting the right tools to detect that, employees outside our jurisdiction? Ms. Ridley said that she has not heard yet how that will be maintained and if the state is coming up with another avenue to check. Dr. Sullivan said he hopes it would be an agreement between districts, but it would still show up on a background check. Mr. Young asked if we are still having trouble getting background checks and Dr. Sullivan said it's a huge problem, but we don't put anyone in a classroom until they have been cleared.

Motion was made by Ms. Bratton and seconded by Ms. Maxwell, to approve Policy 5.106.

Vote: All yes

The policy committee reviewed Policy 5.110 – Compensation Guides and Contracts*. Updates employment experience for Career and Technical Education (Occupational Education) teachers.

Discussion held:

Ms. Ridley mentioned that the Board previously approved this, and that the policy needed to be updated to reflect the change. Ms. Sharp indicated that this would go along way to be able to hire CTE teachers with a lot of experience.

Motion was made by Mr. Tidwell and seconded by Ms. Rosales to approve Policy 5.110.

Vote: All yes

The policy committee reviewed Policy 5.119 – Employment of Retirees*. Removes requirement that Director of Schools certifies in writing that no other qualified personnel are available to fill the position before hiring a retiree pursuant to a change in state law.

Discussion held:

Mr. Tidwell asked how much longer the program will run with retirees and Dr. Sullivan said 2025 but it depends how much money is being taken from TCRS for that. Ms. Sharp mentioned how much it has helped.

Motion was made by Ms. Darby and seconded by Ms. Maxwell, to approve Policy 5.119.

Vote: All yes

The policy committee reviewed Policy 5.302 – Sick Leave*. Adds option for employees to use sick bank days to care for minor children in addition to being used for the employee’s own illness pursuant to a change in state law.

Discussion held:

Ms. Ridley mentioned that they caught a little error that we had since we changed from the last committee that the retirees would not earn sick leave, so we need to take that out of line 7 so that they match.

Ms. Quesenberry asked about grandparent-in-laws and since it’s not listed as an immediate family member does that mean that wouldn’t qualify for paid leave? Ms. Ridley said it is not listed in the statute and Dr. Sullivan said it’s a conversation they have had with Rutherford County Education Association because they have had requests for other loved ones, not just people so he suggests we leave it with statute. He said that there have been requests for other loved ones, but we need to just leave it with state law for now. Ms. Sharp indicated that adding “his/her minor child” probably lines up with FMLA and Ms. Ridley said yes. Ms. Rosales asked if it includes stepchildren and Dr. Sullivan said yes, it is listed. Ms. Bratton asked the group if everyone understands what the sick leave bank is for. She explained that it is to help people that run out of their own sick leave and have a critical illness they then can apply to use days in the sick bank. Employees voluntarily give up their own days to contribute to the sick bank in the event someone may need it.

Motion was made by Ms. Darby and seconded by Ms. Maxwell, to approve Policy 5.302

Vote: All yes

The policy committee reviewed Policy 5.305 – Family Medical Leave*. Adds six weeks of paid leave for certain employees after the birth, stillbirth, or adoption of a newly placed minor child pursuant to a change in state law.

Discussion held:

Ms. Ridley indicated that we are still waiting on guidance from the state on exactly how it will work. This is for both male and female employees. Eligible employees would be teachers, principals, supervisors, or other individuals required by law to hold a license . The employee would have to be employed for 12 months prior with an LEA to qualify. Dr. Sullivan brought up lines 33 and 34 and mentioned that the leave does not need to be taken all at one time and that it’s just for certified staff. Ms. Bratton asked if they will be reimbursed their actual pay for the 6 weeks? Dr. Sullivan said supposedly but we are still waiting on more information from the state. Mr. Tidwell asked that the notify in advance? Dr. Sullivan said it’s supposed to be 30 days in advance unless it’s unforeseen. Ms. Rosales asked if it includes adoptions and Ms. Ridley said it includes still birth, birth, and adoption. Ms. Benavides asked about them needing to be employed with the district full time for 12 consecutive months and if that is how it always been. Ms. Ridley mentioned that the law indicated employment with a school district, but it doesn’t clarify if it has to be our school district.

Motion was made by Mr. Tidwell and seconded by Ms. Rosales, to approve Policy 5.305.

Vote: All yes except Mr. Young who opposed

The policy committee reviewed Policy 5.307 – Physical Assault Leave*. Clarifies that teachers will receive their full salary and benefits while on leave due to a physical assault pursuant to a change in state law.

Discussion held:

Ms. Ridley mentioned that prior to this change they could receive Workers Compensation or comparable benefits; this would entitle them to their full salary and full benefits until the teacher is released by their physician to return to work.

Dr. Sullivan mentioned that it's one big thing that the Superintendents discussed. It is Workers Compensation and then the district pays the difference, not both.

Motion was made by Ms. Darby and seconded by Ms. Maxwell, to approve Policy 5.307.

Vote: All yes

The policy committee reviewed Policy 5.310 – Vacations and Holidays*. Adds Juneteenth to list of holidays pursuant to a change in state law. Additionally, adds to set a 10-hour workday for July 4th for holiday pay purposes for all 12-month employees on a 4-day work week during the summer months.

Discussion held:

Ms. Ridley mentioned that the 10-hour day to Juneteenth for holiday pay would need to be added. Dr. Sullivan brought up that the County and Government officials were closed this year for Juneteenth, and we weren't, but we already had our calendar approved and that is why we didn't take it this year.

Mr. Tidwell motions to approve July 4th without Juneteenth. Ms. Darby asked if we are doing this in accordance with the state law and the answer was yes. Ms. Sharp asked for a second. Motion failed due to no second.

Motion was made by Ms. Darby and seconded by Ms. Quesenberry, to approve Policy 5.310.

Vote: All yes except Mr. Tidwell who opposed

The policy committee reviewed Policy 5.600 - Staff Rights and Responsibilities*. Adds that teachers are required to report students who commit certain offenses (assault and battery or vandalism) on school property that endanger the life, health, or safety of others pursuant to a change in state law.

Discussion held:

Ms. Maxwell asked if we already had something like this in place and Ms. Ridley said in practice but not in policy. Dr. Sullivan said it helps educators know they have the ability to do that without feeling like they are doing something wrong, and they have it backed in policy.

Motion was made by Ms. Bratton and seconded by Mr. Tidwell, to approve Policy 5.600.

Vote: All yes

The policy committee reviewed Policy 6.200 – Attendance*. For discussion. Change in state law now allows board to allow credit for released time courses.

Discussion held:

Ms. Ridley asks Dr. Martin to give some input about this. Dr. Martin mentioned that we currently only give credit to a Tennessee accredited state program and if it's not accredited then they don't get the credit. Dr. Sullivan said it is not his recommendation to add this and the state of Tennessee already has their list, and it opens the door to a wealth of things that people would want credit for.

Ms. Bratton indicated she is open to postponing this if Board members want more time to look into it. There was no objection to moving this policy to the next meeting policy committee meeting.

The policy committee reviewed Policy 6.202 – Home Schools*. Removes requirement of proof of immunization for the student. Also, requires the acceptance of high school equivalency credentials approved by the State Board of Education for parents/guardians pursuant to a change in state law.

Discussion held:

Ms. Ridley said that right now the parent must have a high school diploma, GED or HiSET to homeschool and we are removing that and requiring a high school diploma or high school equivalency credential approved by the State Board of Education. Dr. Sullivan said TSSAA is watching this because they could have home school students who aren't vaccinated participate in sports. Ms. Ridley mentioned we currently allow JROTC student to come into our school building where the rest of the student population is. Ms. Rosales asked if a homeschool student leaves and transfers to the public school do they have to be vaccinated Dr. Sullivan said as of right now, yes.

Motion was made by Ms. Maxwell and seconded by Ms. Quesenberry, to approve Policy 6.202.

Vote: All yes

The policy committee reviewed Policy 6.300 – Code of Conduct*. Adds threats of mass violence to the list of zero tolerance offenses punishable by a one (1) year expulsion pursuant to a change in state law.

Discussion Held:

Ms. Ridley mentioned that threats of violence was not previously on the policy. Ms. Sharp said several of them had spoken to the legislatures about putting something in place to avoid threats and one of the ideas was to take away the Driver's License.

Motion was made by Ms. Maxwell and seconded by Mr. Tidwell, to approve Policy 6.300.

Vote: All yes

The policy committee reviewed Policy 6.303 – Interrogations and Searches.

Discussion Held:

Ms. Darby mentioned that she put this one on the agenda and wanted to open it up for discussions with administrators, parents & teachers. She said that the word interrogation is a strong word, and it could potentially cause legal issues if brought to that point. She would like to see it discussed and she doesn't want to create more work for the principals but as a parent it's very concerning that for a non life-threatening situation her underaged child could be interrogated without her knowledge or permission. Mr. Creasy asked what types of situations she is referring to. Ms. Darby brought up if someone was accused of sexual assault and how nervous a student would be and using the word interrogation is more of a law enforcement thing. Mr. Creasy brought up that during a school day they deal with numerous incidents, and they would have to stop to make phone calls and take time to call parents. Ms. Rosales said that for sexual abuse it would be more of an investigation and law enforcement wouldn't be involved right away. Dr. Sullivan said that if it involves a sexual type of nature then it gets into our MOU with the Sheriff's Department and the Sherriff's Department by law must act and if the law enforcement thinks a crime has been committed, they don't care what our policy states. He said that if it's a criminal offense, in place of the parent, the principal or his/her designee shall be present during interrogation with the police department but he could see a change in wording from interrogation to questioning or something similar. Ms. Maxwell brought up that if the student is 18 you do not need to call their parent. Ms. Quesenberry suggested changing the wording to criminal conduct and Ms. Bratton said you are tying the hands of the administrators if you try to change the policy, but she could see changing the language. Mr. Brooks said as a parent who has been an administrator, they don't have all day to call home every time something happens. He would pull kids and ask questions but wouldn't use the word interrogate. If his daughter hears the word interrogation, what its she going to react to? How is she going to respond? What's going to be the way that she handles this? He doesn't have a problem with a Principal speaking with his child but don't call it interrogation. It happened to his child previously and the school used the words like that, and he started questioning her. He doesn't expect anyone to stop and call but the word interrogation just makes it sounds so much worse and upsets parents. There are parents out there that are waiting for the school to mess up and use the word interrogation. Ms. Quesenberry said the word interrogation doesn't bother her if the police are involved but if it's just the principal or counselor & classroom teacher then interrogation is too strong. Ms. Darby would like line one to say Questioning by School Personnel and change interrogate in line three to question. Ms. Bratton asked Ms. Darby if she wants to add Questioning to the description and she said we could do that too. Mr. Creasy said that he has never used the word interrogation and questions kids all day long. Dr. Sullivan agrees that there is a difference between questioning. Ms. Maxwell said that Mr. Brooks is right, and we need to be protected legally. Ms. Sharp brought up that back when we had corporal punishment one of the things, we had at the time was "do you want to be called or not" and if this something that could be added. Dr. Sullivan said it's just another layer that Principals would have to go through logistically and he would rather stay with the policy.

Motion was made by Ms. Darby and seconded by Ms. Bratton, to change the descriptor term to Questioning, Interrogations and Searches, line 1 replace interrogations with questioning and line 3 replace the word interrogate with question and approve Policy 6.303.

Vote: All yes

The policy committee reviewed Policy 6.309 – Zero Tolerance Offenses*. Adds threats of violence to the list of zero tolerance offenses punishable by a one (1) year expulsion pursuant to a change in state law.

Discussion Held:

Ms. Ridley stated this is pursuant to the change in state law and exactly the same as the change to the code of conduct.

Motion was made by Ms. Maxwell and seconded by Ms. Bratton , to approve Policy 6.309.

Vote: All yes

The policy committee reviewed Policy 6.319 – Alternative Education*. Adds additional statutory reason for Director of Schools to require a student to serve a suspension at home rather than on school property if it endangers the safety of the students or staff pursuant to a change in state law.

Discussion Held:

Ms. Sharp said she likes lines 9 and 10 and Dr. Sullivan agreed and he mentioned that we have been using it and this puts it in policy.

Motion was made by Mr. Tidwell and seconded by Ms. Maxwell, to approve Policy 6.319.

Vote: All yes

The policy committee reviewed Policy 6.4001 – Student Surveys, Analyses, and Evaluations*. Adds requirements of parents/guardians to opt-in before a minor child participates in a non-instructional survey, analysis, or evaluation pursuant to change in state law.

Discussion Held:

Ms. Ridley said sometimes we get these requests from outside agencies who want to do a survey, and this would require parents to opt in before their child can participate. Ms. Sharp mentioned that she thinks this is great because some big computer company likes to give money or equipment, but they also want to collect data at the same time. Dr. Sullivan brought up that the State of Tennessee selects high school students do a youth risk behavior survey and every year he has to modify it because there are questions that are inappropriate and sexual in nature, it's developed by the State of Tennessee. We are obligated to do it with the modification and it's part of the opioid settlement money that the County Commission gets. We will be asking our parents to opt in for it since it's required from our local County Commission for us to receive the money.

Mr. Young asked how much it costs to run a survey through our school system? Dr. Sullivan said he and Dr. Chastain have educational surveys that student & teachers submit quite a bit but unless they

are teachers for us and it doesn't disrupt instruction, we usually deny so we do very little district wide because they get access to our information.

Motion was made by Ms. Rosales and seconded by Ms. Maxwell, to approve Policy 6.4001.

Vote: All yes

The policy committee reviewed Policy 6.402 – Physical Examinations and Immunizations*. Adds language to give parents/guardians the ability to opt-out of health screenings conducted as part of the coordinated school health program pursuant to change in state law.

Discussion Held:

Ms. Sharp asked if we are still doing scoliosis, and Ms. Groom said no. Ms. Maxwell asked if we are still doing vision, and Mr. Evans said yes, his children have done it. Ms. Darby mentioned that in the past a form was sent home, so she was asking if now they have to sign for them not to participate? She also asked if the parents will be given notice prior to the screening? She said that there is nothing in the policy that says we need to give notice prior to. Ms. Rosales asked if we could add in the line that was crossed off "The school district will not conduct physical examinations of a student without parental consent" so if this is an automatic opt in and you have to opt out, but you don't know when it's going to happen then she thinks we would want to give parental consent first in order for them to opt out. Ms. Darby said that the State law is removing the parental consent and Ms. Rosales said that she is saying we should add it back in to say parental consent. Ms. Ridley said the screenings are required under the Tennessee Department of Health and Department of Ed and with this change in policy, you can excuse your child from participating. Ms. Rosales continued that the question is how will the parent know when to opt out? Ms. Ridley mentioned that in the past a notice was sent home indicating when the screening is. Ms. Darby suggests that since they have taken out the parental consent for the State law that we add in the policy that we will be sending notice prior to the screening so they can have the opportunity to opt out. Mr. Tidwell asked if that is in Skyward for them to opt in or opt out? Ms. Groom said yes that it is an option in Skyward. Ms. Sharp asked if we could change the language or table it for the next School Board Meeting and Dr. Sullivan said we can just add the language that we will notify the parents ahead of time.

Motion was made by Ms. Darby and seconded by Ms. Rosales, to add that we will be giving parents notice prior to the screenings and approve Policy 6.402.

Ms. Ridley asked Ms. Darby if she is agreeable to adding the language before the highlighted section and Ms. Darby said yes.

Ms. Ridley brought up that there was also some language taken out on page 2, lines 6 & 7 as it seemed unnecessary. "Regardless of epidemic or pandemic status, religious exemptions related to vaccinations for COVID 19 or any variants will be accepted by RCS in compliance with state law, if RCS ever required such a vaccine."

Vote: All yes

The policy committee reviewed Policy 6.405 – Medicines. Adds language to allow students fifteen (15) years of age or older to keep prescription medication in their vehicle for the purpose of taking medication after school hours off school property.

Discussion Held:

Ms. Ridley indicated that this is not pursuant to state law but was requested by a board member to be added. Ms. Maxwell said there are a lot of medications out there and kids sell pills and there could be some very unintended consequences from this and there is a reason why medications go to the nurse. She doesn't believe that in this day and age and what we are going through the last couple of years said our kids are taking pills, drinking and doing all kinds of stuff and she doesn't feel comfortable having it in on school grounds and their cars are on school grounds. Ms. Darby said she put this on the agenda and her son goes straight from school to work and if he has to take antibiotics or steroids, he doesn't have time to go home and get medication before going to work. This is for responsible students whose parents are okay with them holding onto their prescribed medication that is in their name and in their vehicle to take off school property and this policy isn't going to change the kids that are doing what you are talking about. Ms. Maxwell asked if they could leave their medication in the office and pick it up as they are leaving, and Ms. Groom said no. Ms. Darby said that is asking a lot of our nurses and our parents that would have to sign a form every day. Ms. Sharp said that we are talking about other things like sunscreen and ointments and it's crazy that the nurses have to take care of sunscreen. Mr. Tidwell mentioned that it reads "a written consent form signed by a parent/guardian" so the parent would have to sign off on it. Ms. Groom spoke and said that she reached out to Dr. Gamel our Medical Director who advises her in these situations, and she also reached out to Amanda Johnson who is the state School Health Liaison, and both advised against putting this in policy. She read what Dr. Gamel said "medications should never be stored in cars, due to extreme temperatures, furthermore, unmonitored, unsecured medications among teenagers can lead to medication sharing or theft of medication which can be very dangerous even life threatening if taken by someone other than whom the medication is prescribed." Further, she states she understood the reason behind it but that all medication on school property should be handled by the school nurse. Amanda Johnson pointed her to national guidelines that state if we have medications on school property they must be stored according to manufacturer's recommendations and if we discover they are not, they must be discarded. So, if we add this to policy then we are not following any medical guidance or guidelines.

Ms. Rosales said as a parent, her daughter took her very first stimulant from another student who was responsible that had it and that opened the door for a life of being in drugs for many years. She said this gives access to students who have trouble with drugs. Dr. Sullivan said this is personal to him because if his son was of driving age, he would have had to take medication right as school is getting out so what would be a recommendation for appropriateness. Ms. Groom said that exceptions have been made on a case-by-case basis for signing in the medication and training the necessary staff for extreme situations. All medication is locked up based on Tennessee guidelines. Controlled medications are behind two locked doors. Ms. Darby asked again about a child who works and needs to take their antibiotics or steroids but aren't going to take it during school hours then where is the answer? Why can't they keep it in a cooler in their car? Ms. Groom said that we need to focus on the things that happen inside the school and related school activities and those situations need to be handled between the parent and the student and the school shouldn't be in the middle of it. Ms. Darby said that a student was accused of something, and their vehicle was searched, and their own medication was in their vehicle and they got zero tolerance for it.

This is a problem, and we need to find a solution that everyone is comfortable with for these few children that are in this situation. Ms. Maxwell said that is why she is asking if the nurse can hold onto it. Mr. Brooks said regardless of if whether we or not we want to say it, students are already doing it and bringing medication to school. There's always going to be a conflict and going to the nurse directly after school is a conflict. When he had a child that had to take medication, he had to make it work and leave work to give it to his daughter. He said this policy probably won't work. We should try to find out how to administer it or vote it out. Ms. Rosales said that antibiotics is not a nontolerance offense, but Adderall is. If a student has Adderall in his car and he can take his friends to the car and they take is a zero tolerance and they can sell right there and we made it possible so how can you circumvent these kind of situations. Ms. Benavides asked about writing it in a 504 plan for it and if it can be written in. She also asked if a note to the principal could be written that their child is on medication. Ms. Groom said that the current policy says a parent must bring the medication to school. Ms. Darby said that we are punishing the children that are doing what they are supposed to do. Ms. Darby suggests postponing it to the next policy meeting to give everyone time to investigate some other options. Ms. Groom said that regarding the zero-tolerance policy and the wording says "unlawfully possessing a prescription medication" so if your child brought their own prescription medication to school and it was searched then that is not unlawful. Ms. Darby said that the issue was because the student didn't check in the medication the way the policy is written. Dr. Sullivan said that this situation shouldn't have involved zero tolerance and there was another thing involved with it as well that did cause the search of the car. He also said that they talked about it today and instead of it being a level 4, remand to alternative school because they had a Tylenol, one approach may be to look at Code of Conduct and see where it fits there instead of it being so heavy on something like that.

Motion was made by Ms. Darby and seconded by Mr. Tidwell, to postpone Policy 6.405 to the next policy meeting.

Vote: All yes except Ms. Rosales & Ms. Bratton who opposed.

The policy committee reviewed Policy 4.403 – Library Materials. Change in state law now allows board to create a process with several tiers of review.

Discussion held:

Mr. Tidwell brought up that there was a state law change, and the main change is having a library review committee and initially it was done at the local level so if there was a complaint it was done at the school level and the principal would put together a committee and they would make a decision and notify the Director of Schools. What the change is that it would be done at the district level so multiple Principals aren't having to deal with same book.

Dr. Sullivan said he and Mr. Tidwell worked on some changes and this is a very contentious issue, and he doesn't want what is happening in other counties to happen here but we need to focus on the students. This is something just to keep in law because anytime you are limiting access you add potential for litigation.

He read what the changes are and mentioned that it's all for debate. So instead of saying the "chair of the board approves" we have other committees that are approved by the Board, Textbook

Committee and Charter School Committee that the board approves every year. Annually the Board approves (9), suggested (11), you always want an odd number.

Mr. Tidwell read what the committee would be made up as and said that the committee would be formed by a vote from the board for a total of (11). Ms. Darby said she wouldn't mind seeing 3 parents instead of 2. Ms. Maxwell asked if she is wanting a parent from elementary and she said that it's a good idea to have one at each grade band. Ms. Darby agreed and said to leave it at 11 and have 2 teachers instead of 3. Ms. Bratton likes the idea of a committee and would suggest that the Board shall approve this committee after recommendation from the Superintendent. She said that typically the director appoints standing committees. She thinks we should approve it but that it should come from our director. Dr. Sullivan suggest making it Director and Chair.

Mr. Tidwell continued with the complaint portion and who can submit a complaint. It's limited to 1 book per complaint and 5 books per academic year for that individual so one person isn't flooding the system. Ms. Darby mentioned that it looks like he was looking at it having to be a resident of Rutherford County and she is asking why it's not that. Dr. Sullivan said that is not how the law is written and any person in the community can have a vested interest in the school system but in protecting the sanctity of our school district, he wanted to propose its people who are truly involved in the school system. But the General Assembly didn't put it in place, if you had the complaint procedure that goes all the way to the State Department, they won't recognize it.

Mr. Tidwell moved on to number 2, "request the complainant to submit a Request for Reconsideration of Library Materials form to the Principal and Assistant Superintendent of Curriculum and Instruction." Dr. Sullivan mentioned that they don't want it to fall strictly on the principal. They also looked at putting the newly approved Library Specialist there, but the Assistant Superintendent of Curriculum and Instruction oversees this position and it removes the potential conflict of interest so when you get down to carrying out the policy it can then fall on the Library Specialist.

Mr. Tidwell continue stating 3 & 4 stay the same. He continued to read what the changes to 5 and 6 would be and then talked about what it will look like. The way the form should be submitted, get the author, title of the page, content in question and page number. The purpose of this is to make sure that we are making sure we are putting the right material that got slipped in, not the classics. So if there is content there that is unsuitable, it should be listed. The purpose is to be efficient, so the committee doesn't have to read hundreds of pages. Mr. Tidwell continue reading on to what order the complaints will be reviewed. He said they decided if there is a lot of complaints the order of priority would be parent/guardian complaints, student complaints, employee complaints. He moved on to number 7 which stays the same. None of it is changed except they added in "upon final review at the committee meeting, the members of the committee by majority will vote to reach a decision."

Mr. Tidwell moved onto number 8 which talks about the committee's decision may be appealed and the Board may review the Committee's decision. Dr. Sullivan asked if we want to add it to say "at the next scheduled meeting." Mr. Tidwell agreed and continue to read on regarding the Appeals process and Removal of Library Material. He said that it is his opinion that if a book is deemed not appropriate at one school, then it shouldn't be at any schools. He recommends adding the verbiage that "any determination to remove, restrict, or otherwise limit access to library materials to students in a specific grade shall apply to all school libraries and schools within the district." Ms. Bratton said that it is against the law and read Public Chapter State of Tennessee, number 472 "if the LEA determines that materials contained in the school's library collection is not appropriate for the age and maturity level of the students who may access

the materials or isn't suited for or consistent with the educational mission of the school then the school should remove it from the school's library collection." She is totally against what he is suggesting. Mr. Tidwell is asking if we can get a firmer opinion on that. He also suggests that we can magnify what the law says. That is the minimum requirement as long as we don't violate the law.

Mr. Tidwell continues discussing the description of what is harmful to minors from TSBA. Mr. Creasy asked about the policy we had in place before and do we have to change it? Dr. Sullivan said that the state changed it. Dr. Gullion brought up the removal process and if a parent, student, employee appeals, does the book stay in the library until the process is done? Dr. Sullivan said yes, it stays.

Mr. Reed said that state law says the book must be removed from the library but if the committee wants to make it broader than what the state allows, it would be within the school system's power to do that. Ms. Maxwell asked when was the last time we removed a book and how egregious was it? Ms. Rosales said that we have removed books and Ms. Sharp said that they could provide pictures to her if she needs it. Ms. Quesenberry said that if 11 people agree from the committee that the book is not appropriate then it should be removed from all. Ms. Benavides said Rutherford County is wonderful because it's diverse and what one sees as inappropriate at one school is not necessarily inappropriate at another school and taking it case by case is very important and she would have a hard time making a decision for every school in the community. Ms. Bratton is asking what the green and yellow changes are and if Mr. Tidwell could read them again, Mr. Tidwell re-read the green and yellow options. Ms. Darby said that if we leave the green changes then the committee will decide what schools the book should be removed from. Ms. Sharp agreed that the green gives the committee the decision. Mr. Tidwell said that the green and the yellow allow for the same thing but green allows the option to only be removed from one school. Dr. Sullivan said green allows it to be removed and then it gets to the Board, can the Board make a different recommendation and Mr. Tidwell said yes. Mr. Brooks said both options are very similar, and the committee will make the determination and it gives the Board the ability to say if they agree or not. He also said that when picking parents if you only get them from the certain schools that they might not hold the same values as of their community. He is expecting the person over his school to handle the inappropriate books because that is what he voted for. It's a moral standard that we have to educate kids and if there is something that is inappropriate in the library, he expects it to be pulled from all schools. Ms. Quesenberry said the Board doesn't make policy for just one school but for all the schools. Ms. Bratton said that the Board doesn't make policy for one parent either. She likes the committee but that's why she suggested the Director and the Chair make up the committee to make sure that doesn't happen that you have a diverse committee looking at this, you have to get out into your different communities. Ms. Darby said that for everyone who hasn't seen the books that this policy is made for that this isn't meant to censor or divide people, it's to protect the children. There is a line that at some point Rutherford County needs to draw at what is or is not appropriate for children to have access to. Dr. Sullivan said that he agrees, and that the policy covers other things besides sexual content such as vulgar language, substance abuse, and violence. He said that there are some parts of our community substance abuse is a bigger issue than others so he could see some areas not wanting books that cover substance abuse and others wanting it. He has to look at it from a legal perspective, so we have to make sure we are not removing anything from political or ideological differences. Ms. Quesenberry asked if you take the words "specific" out of the green would that take away the yellow instead of saying "specific school." Ms. Darby said that a lot more people would be comfortable just removing the yellow. Ms. Bratton said it gives options and it doesn't tie hands. Ms. Bratton asked Mr. Tidwell, "What made you decide that we needed all of this instead of what we had and could go back in and add the great idea of the District Review Committee? He said that he feels if a book is inappropriate and it is made it into their school library for whatever reason, and their innocent hands pick it up and they see things they shouldn't, you are going to

see a different person up here on this Board. Ms. Bratton asked again “Why all of this, what was wrong with what we had and putting language to that? He said the difference for him was you have all this put on the administrators at the schools, there is pornographic content he could show her or read to her that would make an easy decision for a review committee at the district level.

Motion was made by Mr. Tidwell and seconded by Dr. Sullivan, to make the changes and approve Policy 4.403.

Mr. Young asked why it was a rush and that we really need some time to look over it because we don't have all the information. He hasn't had time to talk to his constituents and we need more time.

Ms. Ridley read all the changes.

Roll Call Vote:

**Caleb Tidwell – Yes
Sheila Bratton – Yes
Katie Darby – Yes
Claire Maxwell – Yes
Frances Rosales – Yes
Coy Young – Yes
Dr. Kay Martin – Yes
Dr. Mark Gullion - Yes**

**Larry Creasy - Yes
Shannon Creekmore - Yes
Kaitlyn Benavides - Yes
Susan Quesenberry - Yes
Robert Brooks Jr. - Yes
Dr. James Sullivan - Yes
Shelia Bratton - Yes**

Vote: All yes

There being no further business, the meeting adjourned at approximately 7:24 p.m.

Tammy Sharp, Chairman

Date

Dr. James Sullivan, Director of Schools

Date

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

Minutes of June 22, 2023

Board Members Present

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

1. CALL TO ORDER

The Board Chair called the meeting to order at 5:30p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Kingston Tidwell and Paris McKinney.

3. MOMENT OF SILENCE

4. APPROVAL OF THE AGENDA motion made by Mrs. Bratton and seconded by Mr. Tidwell.

Vote: All yes
Motion passed.

5. APPROVAL OF CONSENT AGENDA (TAB 1) motion made by Mr. Young and seconded by Mrs. Rosales.

Vote: All yes
Motion passed.

A. Minutes: June 8, 2023 Board Meeting Minutes

B. Community Use of Facilities

FACILITIES USE

6/22/2023

Fees

Stewarts Creek Middle

Tennessee Performance Volleyball, volleyball camp, gym, 7/20/23 – 7/21/23, \$18 per hour

No Fees

Riverdale High

TN Select Sports, Inc., football camp, sports field, 6/17/23, no fees, **retro review

Note: Facility use prior to 6/22/23 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:

Name-Certified	NTE Amount	School	Funded By	Description
Michael Harris	\$2,500.00	Blackman High	School Funds - Track	Assistant Track Coach
Allison Kenne	\$2,083.34	Blackman Middle	School Funds - Basketball Cheerleading	Assistant Basketball Cheerleading Coach
Jay Pierce	\$5,000.00	Blackman Middle	School Funds - Outdoor sports + General Athletics	Cutting and maintaining the sports fields
Lois Bennett	\$500.00	Smyrna High	Boombox Dance Studio - Use of Facilities	Building Supervisor
Mark Williams	\$750.00	Smyrna High	School Funds - Softball	Softball summer field maintenance
Debra Burton	\$5,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters + Band Account	Band Camp - Summer (Marching) + Winter (Concert)

Thomas Chesnut	\$5,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters + Band Account	Tuba Section Coaching
Michael Chester	\$5,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters + Band Account	Band Camp - Summer (Marching) + Winter (Concert)
David England	\$5,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters + Band Account	Percussion composition and Drum tuning
Brittany Jerrell	\$5,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters + Band Account	Band Camp - Summer (Marching) + Winter (Concert)
Nicollette Lyons	\$5,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters + Band Account	Band Camp - Summer (Marching) + Winter (Concert)
Allison Mader	\$8,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters + Band Account	Color Guard Instruction
Alexis Yatuzis- Derryberry	\$5,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters + Band Account	Band Camp - Summer (Marching) + Winter (Concert)
Non-Faculty				
Rosa Palacios	\$2,500.00	Eagleville	School Funds - Band	Choreography + Instruction of Color Guard

Sophia Suante	\$2,795.00	Eagleville	School Funds - Band	Instruct Percussion Students
Tommy Bogle	\$2,500.00	Rock Springs Middle	School Funds - Football, Boys + Girls Soccer, + Baseball	Field mowing and maintenance
Thomas Draper	\$25 / lesson	Rocky Fork Middle School	School Funds - Band	Private lessons + Sectional coaching
Mary Braschler	\$3,000.00	Siegel High	School Funds - Chorus	Pianist for shows
Ryan Fields	\$500.00	Smyrna High	Smyrna High Band Boosters	Band Camp
Jordan Morack	\$500.00	Smyrna High	Smyrna High Band Boosters	Sax Sectionals
Landon Stanley	\$1,500.00	Smyrna High	Smyrna High Band Boosters	Percussion Sectionals
Ethan Wilson	\$1,000.00	Smyrna High	Smyrna High Band Boosters	Percussion Sectionals
Evan Clifton	\$40 / lesson	Stewarts Creek High	Stewarts Creek High Music Boosters + Band Account	Private lessons + Sectional coaching
Jessica Dunnivant	\$40 / lesson	Stewarts Creek High	Stewarts Creek High Music Boosters + Band Account	Private lessons + Sectional coaching
Benjamin Easley	\$5,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters + Band Account	Music Arrangement services
Chris Mondak	\$40 / lesson	Stewarts Creek High	Stewarts Creek High Music	Private lessons + Sectional coaching

			Boosters + Band Account	
Stephen Morgan	\$40 / lesson	Stewarts Creek High	Stewarts Creek High Music Boosters + Band Account	Private lessons + Sectional coaching
Jovan Quallo	\$40 / lesson	Stewarts Creek High	Stewarts Creek High Music Boosters + Band Account	Private lessons + Sectional coaching
Kristine Smith	\$500.00	Stewarts Creek High	School Funds - Choir	Choir Clinician
Jennifer Zimmerer	\$40 / lesson	Stewarts Creek High	Stewarts Creek High Music Boosters + Band Account	Private lessons + Sectional coaching
Classified				
Silas Bain	Hourly	Rockvale High	School Funds - Various + Outside Groups	Additional Custodial work for the 2023 - 2024 School Year
Matt Harris	Hourly	Rockvale High	School Funds - Various + Outside Groups	Additional Custodial work for the 2023 - 2024 School Year
Lorraine Lozano	Hourly	Rockvale High	School Funds - Various + Outside Groups	Additional Custodial work for the 2023 - 2024 School Year
Sarah Lozano	Hourly	Rockvale High	School Funds - Various + Outside Groups	Additional Custodial work for the 2023 - 2024 School Year
Gavin McGoldrick	Hourly	Rockvale High	School Funds - Various +	Additional Custodial work for the 2023 - 2024 School Year

			Outside Groups	
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- 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

D. BIDS:

Bid #3687 - Custodial Supplies

Bid #3688 - Intercom Parts

Bid #3689 - Lexmark Printers

Bid #3690 - Heat Pump - Rooftop Unit Replacement (OMS)

Bid #3691 - Labor Rate for Installing Bathroom Fixtures, Request for Purchase of a Truck from SCHS, and a Request for Renewals from Instruction

REQUEST TO PURCHASE

Bid #3691 Stewarts Creek High School would like to purchase a used truck not to exceed \$25,000.00.

To be funded from Stewarts Creek High

The following companies are recommended for yearly renewals for the 2023-2024 school year for Curriculum and Instruction:

Padlet - \$2,698.00

Imagine Learning (Edgenuity) - \$145,000

Imagine Learning (Edgenuity) for Rutherford County Juvenile Detention Ctr. - \$21,000.00

Schoology - \$258,242.40

PlayPosit - \$38,850.00

BrainPOP K-8 - \$66,173.63

Follett Destiny Library Management System - \$92,480.00

Zoom Video Conferencing - \$52,746.00

Sight Reading Factory - \$3,928.00

Art of Education - \$70,122.00

MakeMusic Cloud (previously Smart Music) - \$38,173.55

Quaver Music – \$42,120.00

Crea Movement Dance Resources – \$10,800.00

Drama Teacher Academy - \$9,190.80

All to be funded through General Purpose Funding

Dyknow (Purchasing through CDW-G Sourcewell Contract)- \$97,500.00

To be funded through Federal Funding

E. Non-Faculty 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:

<u>NAME</u>	<u>SCHOOL</u>	<u>SPORT</u>
Fields, Ryan	Smyrna High	Band
Palacios, Rosa	Eagleville School	Band
Suante, Sophia	Eagleville School	Band
Boss, Ashley	Blackman High	Wrestling
Ellis, Chris	Eagleville	HS Boys Basketball/Softball
Pinion, Chip	Eagleville	MS Girls Basketball
Thompson, Gretchen	Eagleville	Volleyball
Coleman, Telly	LaVergne High	Swimming
Quadrini, Tristan	LaVergne High	Girls Soccer
Barge, Preston	Riverdale High	Football
Fuqua, Derek	Riverdale High	Football/Track
Prevost, Michael	Riverdale High	Boys Basketball
Holliday, William	Rockvale High	Football/Track
Griffin, Gerald	Rockvale Middle	Football/Track
King, Derek	Rockvale Middle	Football
McNulty, Kevin	Rockvale Middle	Tennis
Davis, Lexi	Siegel High	Cheer
Tedder, Jimmy	Smyrna Middle	Baseball

F. Bus Contractors

Pursuant to Policy 3.405 Bus contract award procedures, the new contractor list for the 2023-2024 school year.

First priority – regular bus drivers who have driven for two full school years and have never held a contract. Second priority – those who currently own one or more contracts or have held a contract in the past.

The two lists are for approval to facilitate the awarding of new bus contracts and contracts turned into the Transportation Department during the 2023-24 school year.

1st Priority List

1. Brian Wilson
2. Austin Lee Stockton
3. Jennifer Ayers
4. Brittany West
5. Walter Donnell
6. Benjamin Baxter
7. Tiffany Allison
8. Samuel Simonda
9. Shari Parks
10. Loleta Schott
11. Justin Allison
12. Iosif (Joe) Perivolaris
13. Mildred McCants
14. Lisa Manning
15. Christopher Ford
16. Ishmael Hale
17. Yancey Bledso
18. Maranda Davis

2nd Priority List

1. Clarissa Smith
2. Clint Jernigan
3. Kelly Hobbs
4. Roy Gossett
5. Kathy Snider
6. Angela Dunkerson
7. Margaret Williams
8. JoAnn Hartsell
9. Teresa Cropper
10. Brenda Sanders
11. Lisa Adams
12. Alison Brown
13. Ronnie Hobbs
14. Roy Dye, Sr.
15. Nicole Younes
16. Holly Lane
17. Michael Crosslin
18. Tracy Bynum
19. Kristy Crosslin
20. Regina Parker
21. Kimberly Jernigan
22. Lori Thomas
23. TJ Jernigan

24. Bobby Goode
25. Pamela Goode
26. Teena Leonard
27. Stacy Moore
28. Janice Jernigan
29. Renea Patrick
30. Ann Smith
31. Debbie Young
32. Greg Estes
33. Tyler Black
34. Cindy Gossett
35. Brian Neal
36. Brandon Lane
37. Gary Carter
38. Greg Grant
39. Steve Davis
40. Cindy Demonbreun
41. Sandra Davis
42. James Campbell
43. Pamela Garner
44. Scott Leonard
45. David Barrett
46. Dana Hobbs

6. VISITORS

Lee Colvin of Edward Jones Financial, presented The Every Kid is a Hero Foundation. This foundation celebrates and benefits high school special needs students. He would like to have a partnership with Rutherford County Schools.

Chase Williams, spoke about how in the last year Rutherford County Schools has accomplished a balanced budget, better relationships and invested in our students.

7. HUMAN RESOURCES (TAB 2)

Job Title Modifications:

In connection with the new organization chart discussed at the June 8th Board meeting, request to modify job titles as presented. Thorough review of all job descriptions in RCS is ongoing. Changes are budget neutral and don't require additional revenue or expenditures.

Assistant Superintendent for Curriculum and Instruction: *Chief Academic Officer*

Assistant Superintendent for Human Resources and Student Services: *Chief Personnel and Student Services Officer*

Assistant Superintendent for Budget and Finance: *Chief Finance Officer*

Assistant Superintendent for Engineering and Construction: *Chief Operations Officer*
Attendance Coordinator: *Director of School Accountability*
Communications Director: *Chief Communications Officer*

Motion made by Mrs. Rosales and seconded by Mrs. Bratton.

Vote: All yes
Motion passed.

8. INSTRUCTION (TAB 3)

Approval of FY24 Consolidated Funding Application

The FY24 Consolidated Funding Application consists of federal funds in the following areas: Title I, Part A, Title I, Part D, Title II, Part A, Title III, Title IV, IDEA, Part B, and IDEA, Preschool.

Motion made by Mr. Tidwell and seconded by Mr. Young.

Vote: All yes
Motion passed.

9. FINE ARTS (TAB 4)

Soundtrap - Music Creation and Recording Program

The Instruction Department is requesting to purchase the Soundtrap program by Spotify for all middle and high school general music teachers and students. This purchase will allow for access to music creation and recording software for use in the middle and high school general music curriculum.

Motion made by Mrs. Bratton and seconded by Mrs. Maxwell.

Vote: All yes
Motion passed.

10. SPECIAL EDUCATION (TAB 5)

SPECIAL EDUCATION ARABIC INTERPRETER JOB DESCRIPTION under the direction of the Coordinator of Special Education. This position is to provide oral and written translations enabling parents to be active members in the IEP process for their student(s). Essential job duties and qualifications are listed in the job description attached. Funding will be paid through IDEA Part B funds.

Motion made by Mrs. Maxwell and seconded by Mr. Tidwell.

Vote: All yes
Motion passed.

11. TRANSPORTATION (TAB 6)

Job Description for Customer Service Supervisor

Job Description for Safety and Compliance Supervisor

Motion made for both job description to be accepted by Mrs. Maxwell and seconded by Mrs. Bratton.

Vote: All yes
Motion passed.

12. FINANCIAL MATTERS (TAB 7)

Approval of the Carl D. Perkins Career and Technical Education Act Basic Grant

The Carl D. Perkins Basic Grant - The Carl D. Perkins Career and Technical Education Act of 2018 known as Perkins V is presented for approval for the funding period of July 1, 2023 – June 30, 2024. The grant is for \$637,971.97. The Carl D. Perkins Basic Grant provides funding for program improvement, travel, and staff development for our Career & Technical Education teachers.

Education Capital Projects Fund Year End Clean Up Amendment

This is the routine annual clean up amendment to true up expenditure line items at fiscal year-end. This amendment moves money to increase multiple object codes in the amount of \$69,361 to cover additional expenses for construction, fire damper testing, and architecture fees for chair lift project. The money was decreased from object code 335 that had additional budgeted money available to move.

Motion made by Mr. Tidwell and seconded by Mrs. Darby.

Vote: All yes
Motion passed.

13. ENGINEERING AND CONSTRUCTION (TAB 8)

Request for Smyrna Basketball Floor resurfacing: Principal Sheri Sutherland is requesting to allow Titan Flooring to resurface the Boys and Girls ceramic tile and concrete locker room floors with epoxy. Titan floors will provide all material and labor and this project will be at no cost to the school. Engineering and Construction has reviewed the request and recommends approval.

814 South Church Street. The Contract has been negotiated with the Seller for the purchase of 814 South Church Street. Purchase price is \$1,161,460. There is a 30 day inspection period for the Board to conduct any studies, testing, and evaluation of the Property. Prior to the expiration of the

inspection period, the Board may terminate for any reason and receive a full refund of the earnest money. Following the inspection period, there will be an additional 30 day period for Landlord to begin working with tenants to make arrangements to vacate the Property. There are multiple tenants in the building. Landlord has committed to working to have the basement tenant and the majority of the tenants on the first floor to vacate by the Closing Date. However, there will be some tenants in the building after closing until their current leases terminate. If Landlord is unable to meet the lease termination threshold requirements in the contract, the Board may terminate prior to the expiration of the Lease Investigation Period and receive a full refund of the earnest money. As a process to terminate the leases, the Board needs to enter a short-term lease for 30 days which will terminate if the Board does not proceed with the purchase of the Property.

Motion made by Mr. Tidwell and seconded by Mrs. Maxwell.

Vote: All yes
Motion passed.

14. INSURANCE UPDATE Nothing new to report

15. DIRECTORS UPDATE Monday is the final step of budget review. Thank you to the Board for the first productive year working together.

16. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE Aug. 17, location TBD, the House and Senate are scheduled to meet to discuss 3rd grade retention.

17. FEDERAL RELATIONS NETWORK (FRN) UPDATE special thank you to our representatives who visited two of our summer camp locations this week.

18. GENERAL DISCUSSION Batey property is closing on Tuesday. Smyrna High annex has been started. Simple Grants update. RCS has given their top 5 priorities and Simple Grants will come back with a cost analysis. Designs for the Virtual School will begin after July 1. Next month's meeting will include a open position update by school.

19. ADJOURNMENT at 6:29p.m., motion made by Mrs. Bratton.

Approval of Agenda Minutes

Tammy Sharp, RCS BOE Chairman

Date

Dr. James Sullivan, RCS Director of Schools

Date

Bid #3692 - Copy and Color Paper

Item #	Description	A-Z	Archie Supply	Office Depot	Quill	Staples
1	8 1/2" x 11" - White Multi-Purpose Paper Basic Weight 20# Brightness 92 or greater - (Economy)	\$ 40.39	\$ 50.40	\$ 39.89	\$ 41.99	\$ 41.49
2	8 1/2" x 11" White Multi-Purpose Paper Basic Weight 24#- Brightness 92 or greater - (Laser Printer)	\$ 33.13	\$ 77.25	\$ 36.74	\$ 83.52	\$ 43.85
3	8 1/2" x 11" Bright White Laser Weight 24#- Brightness 96 or greater (Color Laser) Basic	\$ 33.13	\$ 88.06	\$ 85.12		\$ 43.85
4	8 1/2" x 11" - White Domtar 5.5" Microperforated from Top, Custom Cut Sheet, Basic Weight 20# (DMR8823)	\$ 54.50	\$ 52.69	\$ 78.39		\$ 39.99
5	8 1/2" x 14" White Bond Xerographic Basic Weight 20#- Brightness 84 - (Legal Size-Copier)	\$ 71.30	\$ 82.82	\$ 76.32	\$ 83.00	\$ 66.75
6	11" x 17" White Bond Basic Weight 20#- Brightness 84	\$ 122.98	\$ 131.61	\$ 69.54	\$ 60.45	\$ 51.49
7	8 1/2" x 11" 3-Hole Punched Paper - White Multi-Purpose Basic Weight 20# Brightness 92 or greater	\$ 55.90	\$ 50.18	\$ 66.13	\$ 62.40	\$ 55.45
8	8 1/2" x 11" Standard Colored Paper Basic Weight 20# (Please send list of colors)	\$ 5.89	\$ 6.23	\$7.70/\$8.56		\$ 7.45
9	8 1/2" x 14" Standard Colored Paper Basic Weight 20# (Please send list of colors)		\$ 12.94	\$ 14.03		\$ 8.49
10	11" x 17" Standard Colored Paper Basic Weight 20# (Please send list of colors)			\$ 30.99		\$ 12.00
11	8 1/2" x 11" Neon Colored Paper/Bright Colored (Astrobrights) - Basic Weight 20#		\$ 15.70		\$10.80-\$12.84	\$ 9.75
12	8 1/2" x 11" Premium Colors Paper Basic Weight 20# (Please send list of colors)		\$ 6.23			\$ 9.99
13	8 1/2" x 11" Holiday Colors Paper Basic Weight 20# (Please send list of colors)					

Bid #3692 - Copy and Color Paper

Item #	Description	A-Z	Archie Supply	Office Depot	Quill	Staples
14	8 1/2" x 11" White Card Stock Basic Weight 67#	\$ 11.45	\$ 9.32	\$ 9.76	\$ 9.06	\$ 7.83
15	8 1/2" x 11" Colored Card Stock Basic Weight 67# (Please send list colors)		\$12.94	\$9.33/\$9.12/\$9.76	\$11.94-\$15.80	\$ 8.30
16	8 1/2" x 11" Exact Opaque Cover Stock Paper Card Stock Weight 65# Colors: canary, pink, blue, green, orchid			\$12.05/\$32.99/ \$12.67/\$12.05		

Mailed to 20 vendors
15 vendors did not respond

Recommend: Motion to award to the highlighted bidders above for the overall lowest and best bids as shown.

To be funded through GP, Federal, and Individual Schools.

Bid #3693 - PE Uniforms

Company	Item #1 - T - Shirts				Item #2 - Shorts (7" inseam)				Item #3 - Shorts (9" inseam)			
Eagle Group	\$ 3.99	\$ 3.99	\$ 4.99	Port Authority	\$ 6.99	\$ 6.99	\$ 7.99	Sport Tek	\$ 6.99	\$ 6.99	\$ 7.99	Sport Tek
Skeeter Kell	\$ 5.00	\$ 6.00	\$ 7.00	Jerzee	\$ 7.25	\$ 7.25	\$ 8.25	Champion	\$ 7.00	\$ 7.00	\$ 8.00	Alleson
Triangles Sport Inc.	\$ 5.59	\$ 6.69	\$ 7.54	Hanes	\$ 10.50	\$ 10.99	\$ 12.50	Russell	\$ 8.02	\$ 8.65	\$ 9.95	ChamPro

Mailed to 30 vendors

27 vendors did not respond

Recommend: Motion to award to Eagle Group for the overall lowest and best bid as shown above.

To be funded through individual schools.

Bid # 3694 - Laminating Film

Item #	Description	Acco Brand	ODP Business	Pyramid School	Quill
1	12" x 500' x 1" (GBC 3000002)	\$ 37.44	\$ 37.99	\$ 37.98	
2	18" x 500' x 1" (GBC 3000003)	\$ 36.68	\$ 91.69	\$ 41.98	
3	25" x 500' x 1" (GBC 3000004)	\$ 50.50	\$ 59.19	\$ 59.90	\$ 67.85
4	25" x 500' x 2 1/4" (GBC 3000007)	No Bid	No Bid	\$ 67.98	
5	27" x 500' x 1" (GBC 3126061)	\$ 55.50	\$ 99.99	\$ 61.98	
6	Laminating Pouches - Letter size (9"x11"), heatsealed, 100/box	\$ 12.51	\$ 27.71	\$ 21.99	\$ 12.21
7	GBC E-Z Load Laminating 27" Film 25" x 500' (Part. #3748201EZ)	\$ 95.42	\$ 232.99	\$ 159.98	\$ 91.93

Mailed to 18 vendors

14 vendors did not respond

Recommend: Motion to award to the highlighted bidders above for the overall lowest and best bids as shown.

To be funded through GPS and individual schools.

RFP #23-07 - Digital Platform for IEP

Vendor	Description	Bid Amount
Insights to Behavior	Annual License Subscription (includes access to behavior plans, training workshops, and teacher resources	\$ 98,000.00
Central Reach LLC	LiftEd Software License for 660 students with data setup and implementation, training with unlimited email and chat support	\$ 95,700.00

Mailed to 9 vendors

"No Bid" received from PowerSchool

6 vendors did not respond

Recommend: Motion to award to Central Reach for overall lowest and best bid.

To be funded through General Purpose Fund and Federal Funds

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)

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(CHAPTER CONCLUDES)

CHAPTER 3: BASIC AGREEMENT PROVISIONS

Preamble

This Agreement is made and entered into on this the 19th day of July 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
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	<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.

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| <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. |
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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)

Any professional employee covering an in-person or virtual class because a substitute is not available shall be paid the highest substitute rate available, covering a class during a professional employee's planning time because a substitute is not available shall be done so on a voluntary basis except in urgent/emergency situations as defined herein. Such additional compensation shall be prorated for the time period or percentage of the class that each professional employee covers. When a class is split among several professional employees, the highest substitute rate will be divided evenly among all professional employees receiving students.

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. 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 and one-half (7 ½) hours in length including a one and one-half (1 ½) hours duty-free lunch with the right 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 will not exceed four (4) hours per month. Professional employees may also be required to work two (2) events per semester, which they are to sign up for at the beginning of each semester. These events include sporting events, graduations, proms, parent nights, etc. Parent-Teacher conferences are not included as events as they are already included in the contract. System-wide educators that serve students in multiple buildings shall have extra-hour duties distributed by the amount of time the educator is assigned to each building or by agreement of administrations could serve exclusively in one school. For example, assignment to one building for two days would equate to 2/5 of extra-duty time for that building.

Educators may be required to arrive before the start or remain after the end of the regular school day, without additional compensation, for the purpose of attending faculty or other school level

professional meetings, no more than one (1) day each week. These meetings must be held to one hour or less.

Extra-hour duties that go beyond the four (4) hours per month are subject to exception pay when approved by the principal or supervisor.

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.
- 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, travel, 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 consideration 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 August 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

Susanne 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.

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Transportation Routing Supervisor
Terms of Employment: Twelve-month, salary classified
Immediate Supervisor: Transportation Director
Level: R109

JOB GOAL:

Purpose of this job is to ensure effective operations of all areas of student routing. Job duties and responsibilities require effective oral and written communication skills, clerical, administrative, organization and office management skills.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Develop and administer a transportation program to meet all requirements of the daily instructional program, special learning loss programs, and summer camp
- Coordinate special transportation of Homeless students with Atlas Coordinator and School officials.
- Coordinate special transportation for Title programs with school officials.
- Compile Data for local, state, and federal reports.
- Assist in the enforcement of all federal state and district regulations, policies, and procedures.
- Knowledge of routing, GPS, video, Issuetracker and school information system software.
- Supervise routing staff employees, creating and assigning duties and responsibilities.
- Resolves routing related customer service complaints.
- Responsible for supervision of morning dispatch team to include serving as backup dispatcher as needed.
- Will work on flex schedule as requested by transportation director.
Primary Schedule 7:00 AM-3:30 PM
- Assist Student Transportation Manager in all functions of the Transportation Department in accordance with the organization's policies and applicable laws.
- Any other duties that may be assigned by the Transportation Director

QUALIFICATIONS: Bachelor's Degree or 5 years of School/Transportation required.

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Customer Service/AM Dispatcher
Terms of Employment: Twelve-month, hourly classified
Immediate Supervisor: Customer Service Supervisor
Pay Grade: R104

POSITION DESCRIPTION:

Position assists in the operations of Customer Service, resolving customer service concerns for student transportation. Dispatch morning bus routes. Job duties and responsibilities require effective oral and written communication skills, clerical, and organization skills.

DUTIES AND RESPONSIVILITIES:

- Responds to inquiries from schools and public concerning zoning and bus routing. Operates a computer terminal for input, update and retrieval of bus route information.
- Communicates with parents, schools and drivers to resolve any customer service concerns/complaints. Concerns but not limited to: late bus, early bus, no show bus, bus driver conduct, overcrowded buses, student conduct bus concerns, dispatch and routing concerns
- Communicate with routing, safety and compliance teams in regard to customer service concerns.
- Collaborates with internal and external personnel (administrators, public agencies, parents, transportation regulation agencies, ect.) for the purpose of resolving customer concerns.
- Maintains working knowledge of Issuetracker customer concerns tracking software.
- Knowledge of routing, GPS, video, and school information system software.
- Dispatch drivers and monitors status of bus routed by receiving and transmitting messages, in a clear, concise, and courteous manner, via two-way radio and telephone.
- Responds to drivers request for emergency assistance in a calm and intelligent manner, contacts authorities, initiates emergency procedures.
- Provide guidance and direction to bus drivers on operation policies and procedures.
- Performs other duties as assigned by the transportation director.
- Will work on flex schedule as requested by transportation director.
- Primary Schedule 6:00 am -2:30 pm

Minimum Qualifications: High School diploma is required. Completion of a two-year college degree program (Associate Degree) is desired.

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department. has received a letter dated June 1, 2023 from Mary Manning contractor of bus #125, requesting voluntary termination of her contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract #125 from Marry Manning, effective as soon as possible.

I, Mary Manning am resigning
bus route 125 on this day, June 1, 2023.

Mary Manning

2023-2024 APPROVED FEES

ELEMENTARY SCHOOL STUDENT FEES

- Cost for field trips as approved by the principal
- Recorders
- Club and extracurricular activities
- Supplemental reading materials
- Instrument rental and maintenance
- Choral performance attire
- Supplemental paper and supplies
- Student activities during the school day

MIDDLE SCHOOL STUDENT FEES

- Costs for field trips approved by the principal
- Costs for additional academic and athletic competitions approved by the principal
- Club and extracurricular activities
- PE uniforms
- Rental fees for school assigned lockers/locks
- Fine Arts music and repertoire selections
- Fine Arts performance attire
- Fine Arts instrument rental and maintenance
- Art supplies
- Technology fee for access to approved programs
- Student activities during the school day

HIGH SCHOOL STUDENT FEES

- Costs for field trips as approved by the principal
- Locker rental
- Parking Fees
- Calculator rental and/or purchase
- Supplemental materials and other supplies required for courses
- Supplemental reading and related arts materials for IB, AP and Honors courses
- IB, Cambridge, and AP registration and exams
- Foreign language national exams
- PE uniforms
- Graduation
- Band and choral attire and music selections
- Band and choral transportation
- Instrument rental and maintenance
- Weightlifting equipment maintenance
- Attire and insurance for health and occupational safety courses
- Supplemental materials and supplies for drama and theater courses
- ROTC shirts and crests
- Transcript fees
- Flash drives
- Culinary arts uniforms and supplies
- Club and extracurricular activities
- Student activities during the school day

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Board Members Legal Status	Descriptor Code: 1.102	Issued Date: 07/27/22
		Rescinds: 1.102	Issued: 01/15/09

1 The legal status of board members shall be as follows:

2 **NUMBER¹**

3 The Board is composed of seven (7) members.

4 **QUALIFICATIONS**

5 Members of the Board shall be residents of and elected on a non-partisan basis from districts of
6 substantially equal population, and shall be citizens of recognized integrity, intelligence, and ability to
7 administer the duties of the office.¹ To qualify as a candidate, an individual must show proof of:

- 8 1. Graduation from high school or receipt of a G.E.D or HiSET of a high school equivalency
9 credential approved by the State Board of Education²; and
10 2. Being a qualified voter and resident in the county for one (1) year prior to the qualifying
11 deadline for running as a candidate.¹

12 No member of the county legislative body nor any other county governmental official shall be eligible
13 for election as a member of the county Board of Education.³

14 **VACANCIES**

15 Vacancies shall be declared to exist on account of death, resignation, removal from the district which
16 elected him, removal from the school system, or through due process proceedings.⁴

17 When a vacancy occurs, the unexpired term shall be filled at the next regular or special meeting of the
18 local legislative body.⁵ Such appointment shall continue until the next regular election.

19 **RESIGNATION**

20 A thirty (30) day notice is requested of any board member who wishes to resign the position. Such
21 resignation shall be presented in writing to the chairman of the Board.

22 **OATH OF OFFICE**

23 Before entering upon the duties of the office, every member of the county Board of Education shall
24 qualify by taking and subscribing and filing with the county court clerk, the following oath:

1 "I do solemnly swear (or affirm) that I will support the Constitution of the United States and of the State
2 of Tennessee, and the laws governing the operation of the Rutherford County School System, and that I
3 will faithfully, zealously, and impartially discharge the duties of a member of the Rutherford County
4 Board without fear or favor, and for the public welfare."

Legal References

1. TCA 49-2-201(a)(1)
2. TCA 49-2-202(a)(4); Public Acts of 2023, Chapter No. 114
3. TCA 49-2-202(a)(2)
4. TCA 8-47-101; TCA 49-1-611; TCA 49-2-202(e)(2); Tenn. Att’y Gen. Op. No. 21-14 (September 1, 2021)
5. TCA 49-2-202(e)(1)

Rutherford County Board of Education			
Monitoring: Review: Annually, in September	Descriptor Term: Code of Ethics	Descriptor Code: 1.106	Issued Date: 03/08/23
		Rescinds: 1-42	Issued: 01/15/09

CODE OF ETHICS

RUTHERFORD COUNTY BOARD OF EDUCATION

Section 1. Definitions.

- (1) "School district" means the Rutherford County Board of Education, which was duly created by a public or private act of the General Assembly; and which includes all boards, committees, commissions, authorities, corporations or other instrumentalities appointed or created by the school district or an official of the school district.
- (2) "Officials and employees" means and includes any official, whether elected or appointed, officer, employee or servant, or any member of any board, agency, commission, authority or corporation (whether compensated or not), or any officer, employee or servant thereof, of the school district.
- (3) "Personal interest" means, for the purpose of disclosure of personal interests in accordance with this Code of Ethics, a financial interest of the official or employee, or a financial interest of the official's or employee's spouse or child living in the same household, in the matter to be voted upon, regulated, supervised, or otherwise acted upon in an official capacity.

Section 2. Disclosure of personal interest in voting matters. An official or employee with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and to be included in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's or employee's vote on the measure. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from voting on the measure.

Section 3. Disclosure of personal interest in non-voting matters. An official or employee who must exercise discretion relative to any matter other than casting a vote and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion when possible, the interest on the attached disclosure form and file the disclosure form with the school district's central office. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from the exercise of discretion in the matter.

Section 4. Acceptance of gifts and other things of value. An official or employee, or an official's or employee's spouse or child living in the same household, may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the school district

1 that a reasonable person would understand was intended to influence the vote, official action or judgment
2 of the official or employee in executing decision-making authority affecting the school district.

3 It shall not be considered a violation of this policy for an official or employee to receive entertainment,
4 food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in
5 connection with a conference sponsored by an established or recognized statewide association of school
6 board officials or by an umbrella or affiliate organization of such statewide association of school board
7 officials.

8 **Section 5. Real Estate Matters.** Without limiting any other provision of this Policy or any other Policy,
9 for contracts with the Board for the purchase, sale, acquisition, or disposition of land or interests in land,
10 no Board member may vote, take any action as a Board Member, or participate in discussion on any
11 matter related thereto in which the Board Member is directly interested or has a personal interest without
12 first publicly disclosing the same. For the purpose of defining “directly interested” on matters involving
13 the purchase, sale, acquisition, or disposition of land or interests in land, “directly interested” means any
14 contract with the board member or with any business in which the board member is a sole proprietor,
15 partner, member, shareholder, or the holder or recipient of any financial interest.

17 **Section 6. Ethics Complaints.** The school district may create a School District Ethics Committee (the
18 “Ethics Committee”) consisting of three members who will be appointed to one-year terms by the
19 Chairman of the Board of Education with confirmation by the board of education. At least two members
20 of the committee shall be members of the board of education. The Ethics Committee shall convene as
21 soon as practicable after its appointment and elect a chair and a secretary. The records of the Ethics
22 Committee shall be maintained by the secretary and shall be filed in the office of the director of schools,
23 where they shall be open to public inspection.

24 Questions and complaints regarding violations of this Code of Ethics or of any violation of state law
25 governing ethical conduct should be directed to the chair of the Ethics Committee. Complaints shall be
26 in writing and signed by the person making the complaint, and shall set forth in reasonable detail the
27 facts upon which the complaint is based.

28 The School District Ethics Committee may investigate any credible complaint against an official or
29 employee charging any violation of this Code of Ethics, or may undertake an investigation on its own
30 initiative when it acquires information indicating a possible violation, and make recommendations for
31 action to end or seek retribution for any activity that, in the Committee’s judgment, constitutes a violation
32 of this Code of Ethics. If a member of the Committee is the subject of a complaint, such member shall
33 recuse himself or herself from all proceedings involving such complaint.

34 The Committee may:

- 35 (1) refer the matter to the Board Attorney for a legal opinion and/or recommendations for action;
- 36 (2) in the case of an official, refer the matter to the school board body for possible public censure if
37 the board body finds such action warranted;

- 1 (3) in the case of an employee, refer the matter to the official responsible for supervision of the
2 employee for possible disciplinary action if the official finds discipline warranted;
3 (4) in a case involving possible violation of state statutes, refer the matter to the district attorney for
4 possible ouster or criminal prosecution;

5 The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting
6 and enforcing this Code of Ethics. When a violation of this Code of Ethics also constitutes a violation
7 of a personnel policy or a civil service policy, the violation shall be dealt with as a violation of the
8 personnel or civil service provisions rather than as a violation of this Code of Ethics.

9 **POINT OF CONTACT²**

10 The Board Chair shall serve as the point of contact for the Tennessee Ethics Commission. The Director
11 of Schools shall provide the contact information to the Commission and ensure that any changes are
12 submitted within thirty (30) calendar days.
13

Legal Reference:

1. Tenn. Code Ann. § 2-10-122, et seq.
2. Public Acts of 2023, Chapter No. 37

Cross References:

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Board Meetings	Descriptor Code: 1.400	Issued Date: 12/15/22
		Rescinds: 1.400	Issued: 02/24/22

1 The Board will transact all business at official meetings which may be either regular or special. The
2 board agenda shall be posted five (5) days prior the board meeting. Board agendas are subject to change
3 at any time.

4 Every meeting of the board shall be open to the public, except for those meetings in which the law allows
5 closed sessions.¹ Open meetings will be physically accessible to all students, employees, and interested
6 citizens.² In order to ensure all elements of board meetings are open to the public, no board members or
7 Rutherford County Schools support staff in attendance and participating in a board meeting shall utilize
8 a cell phone during the meeting.

9 The Board may restrict the recording of Board meetings via camera, camcorder or other photographic
10 equipment when such recording creates a threat to public safety and welfare or impedes the conducting
11 of efficient and orderly public meetings.³ Visitors are prohibited from bringing posters or signs in excess
12 of 18x24 inches in size into the Board meeting due to the impact on visibility, which disrupts public
13 participation and creates safety concerns. If a visitor brings a poster larger than 8.5x11 inches but no
14 more than 18x24 inches, the visitor shall sit in the back row so as not to impede visibility. If a visitor
15 wishes to distribute materials, the visitor should bring copies and hand them to the Board's Executive
16 Secretary for distribution.

17 **SPECIAL MEETINGS**

18 The Board shall hold such special meetings as necessary to transact the business of the Board. Such
19 meetings shall be called by the chair whenever, in the chair's judgment, the interests of the schools
20 require it, or when requested to do so by a majority of the Board.⁴

21 Only business related to the call of the meeting, and details related to agenda items shall be discussed
22 or transacted by the Board at a special meeting.

23 **ELECTRONIC ATTENDANCE⁵**

24 Absent Board members may attend a regular or special meeting by electronic means if the member is
25 absent because of work, a family emergency, or the member's military service. If a board member is
26 absent due to military service, he/she may participate electronically as often as he/she is able to do so.
27 However, a board member may not participate electronically more than two (2) times per year for
28 absences due to work and/or family emergencies.

29 *General Requirements*

30 The following requirements apply to all electronic attendance, regardless of the reason for the
31 member's absence:

- 1 1. A quorum of the Board must be physically present at the meeting in order for any member to
2 attend electronically.
- 3 2. Any member wishing to participate electronically must do so using technology which allows
4 the Chair to visually identify the member.
- 5 3. The responsibility for the connection lies with the member wishing to participate electronically.
6 No more than three (3) attempts to connect shall be made, unless the Board chooses to make
7 additional attempts.

8 *Work Related Absence*

9 The following requirements apply to electronic attendance due to a work related absence:

- 10 1. The Board member must be absent from the county due to work.
- 11 2. The member wishing to participate must give the Chair and director at least five (5) days notice
12 prior to the meeting of the member's desire to participate electronically.

13 *Sickness or Period of Convalescence*

- 14 1. A board member may attend a meeting by electronic means if sick or in a period of
15 convalescence on the advice of a healthcare professional; however, he/she may only participate
16 electronically three (3) times per year for this reason.

17 *Inclement Weather or Natural Disaster*

- 18 1. A board member may attend a meeting by electronic means due to inclement weather or natural
19 disaster if the schools in the school district are closed; however, he/she may only participate
20 electronically three (3) times per year for this reason.

21 *Military Service*

- 22 1. A board member may attend a meeting by electronic means if out of the county due to military
23 service. The board member may participate electronically as often as he/she is able to do so.

24 *Family Emergency*

25 The following requirement applies to electronic attendance due to a family emergency:

- 26 1. The member must be absent due to the hospitalization of the member or the death or
27 hospitalization of the member's spouse, father, mother, son, daughter, brother, sister, son-in-
28 law, daughter-in-law, step-son, step-daughter, father-in-law, mother-in-law, brother-in-law, or
29 sister-in-law.

1. TCA 8-44-102; TCA 49-6-804(b)
2. 28 CFR § 36.201(a); 36.202
3. Tenn. Att'y Gen. Op. No. 95-126 (December 28, 1995)
4. TCA 49-2-202(c)(1)
5. TCA 49-2-203(c)

School Board Legal Status and Authority 1.100
Board Committees 1.300
Notification of Meetings 1.402
Appearances Before the Board 1.404
Section 504 and ADA Grievance Procedures 1.802

Rutherford County Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: Notification of Meetings	Descriptor Code: 1.402	Issued Date: 11/15/16
		Rescinds: 1.402	Issued: 01/15/09

- 1 Adequate notice of meetings in the case of regular meetings shall consist of the meeting date and time
2 being posted on the district website at www.rcschools.net. No other notice of regular meetings shall be
3 necessary beyond those stated and the holding of the particular regular meetings at the appointed times,
4 if the date and time of the next regular meeting was announced at the last held board meeting.
- 5 In the case of special board meetings, the notice shall be posted in the same location at least forty-eight
6 (48) hours prior to the meeting.
- 7 The only exception permitted is in case of emergency, defined for this policy as “a sudden, generally
8 unexpected occurrence or set of circumstances demanding immediate action.” In such exceptions,
9 notice shall be given to all appropriate parties as is practical.
- 10 All notices of special board meetings shall state the time, place and purpose of the meeting.
- 11 **Notice of all meetings with actionable items on the agenda, with the exception of teacher disciplinary**
12 **hearings, shall include information on how community members can participate in the public comment**
13 **portion of the board meeting.** ³
14

Legal References

1. TCA 8-44-103
2. TCA 49-2-202(c)(1)
3. Public Acts of 2023, Chapter No. 300

Rutherford County Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Applications	Descriptor Code: 1.901	Issued Date: 12/15/22
		Rescinds: 1.704	Issued: 02/18/21

1 *General*

2 This policy shall apply to sponsors and potential sponsors of charter schools. It shall not apply to
3 charter schools converting from existing public schools. Proposals from existing charter school
4 operators or replicators and applicants proposing to contract with educational service providers shall be
5 in accordance with state law.¹

6 **APPLICATION PROCESS²**

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

10 A sponsor seeking board approval of an initial charter school application shall complete the forms
11 provided by the Department of Education. The application shall provide all the information required by
12 state law. The sponsor shall demonstrate that the proposed charter school meets the purpose prescribed
13 by state law for the formation of a charter school, and the proposed charter school will be able to
14 implement a viable program of quality education for its students.³

15 Applications shall be submitted to the Board and Department of Education on or before 11:59 p.m. on
16 February 1st of the year preceding the year in which the proposed charter school plans to begin
17 operation as a charter school. If the 1st of February falls on a Saturday, Sunday, or holiday on which
18 the school district offices are closed, applications will be accepted on the next business day on or
19 before 11:59 p.m. Late applications will not be accepted, without exception. The sponsor shall pay an
20 application fee of \$2,500.00.²

21
22 The Director of Schools or his/her designee shall determine whether an application is complete within
23 ten (10) business days of receiving the application and shall notify the sponsor within five (5) business
24 days of the determination if the application is determined to be incomplete.

25 **REVIEW TEAM¹**

26 If necessary, the Board shall appoint a review team to assist in reviewing and evaluating charter school
27 applications. The team shall be comprised of members of the administrative staff for the district,
28 community members, and a member of the Board with relevant educational, organizational, financial,
29 and legal experience. At the board meeting in December of each year, the Director of Schools shall
30 make a recommendation to the Board on which members of his/her administrative staff should be
31 appointed to the team. The Board shall name the members of the team at its meeting in January of each
32 year. The Board shall designate a Chair of the review team as the contact person for answering

1 questions about the application process and receiving applications. The Director of Schools shall
2 develop an orientation for the team to ensure consistent evaluation standards and the elimination of
3 real or perceived conflicts of interest.

4 The Board shall require the Director of Schools to develop a procedure for receiving, reviewing, and
5 ruling on applications for the establishment of charter schools by the review team. The procedure shall
6 include a timeline for the application and review process. A copy of the procedure, including the
7 review criteria, shall be available to any interested party upon request.

8 The review team shall:

- 9 1. Evaluate all charter school applications based on the review criteria adopted by the Board;
- 10 11 2. Recommend one of the following options to the Board for each application: approve, reject, or
12 reject with stipulations for reconsideration; and
- 13 14 3. Make recommendations for revocation, renewal, or non-renewal of charter school contracts.

15 **APPROVAL/DENIAL OF APPLICATION⁴**

16 **After presentation of the review committee's findings to the Board**, the Board shall rule by resolution
17 on the approval or denial of a charter school application within ninety (90) calendar days of receipt of
18 the completed application, or the application shall be deemed approved by state law. The Director of
19 Schools shall report the action taken by the Board to the Department of Education.

20 *Approval*

21 The sponsor of a charter school that is approved by the Board shall enter into a written agreement with
22 the Board which shall be binding on the charter school's governing body. The charter school agreement
23 shall be in writing and signed by the sponsor and the Board.

24 The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state
25 and local allocations or thirty-five thousand dollars (\$35,000), whichever is less.⁵

26 Charter schools approved by the Board are expected to implement the application as submitted and
27 approved. Material variations in operations from the approved application require amendment pursuant
28 to state law and the charter school agreement.⁶

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

33 New charter school agreements are approved for a ten (10) year period.⁷ The Board may revoke or
34 deny renewal of a charter school agreement for any of the reasons enumerated in state law.⁸

35

1 *Denial*

2 Upon written receipt of the grounds for denial, the sponsor shall have thirty (30) calendar days within
3 which to submit an amended application to correct the deficiencies. The Board shall have sixty (60)
4 calendar days either to deny or to approve the amended application, or the application shall be deemed
5 approved by state law.⁴

6 Within ten (10) calendar days of final denial, an appeal may be filed with the Tennessee Charter
7 School Commission.⁹

Legal References

1. TCA 49-13-106; State Board of Education Policy 6.111
2. TCA 49-13-107; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01
3. TCA 49-13-110
4. TCA 49-13-108; TRR/MSS 0520-14-01
5. TCA 49-13-128
6. TRR/MS 0520-14-01-06; TCA 49-13-110
7. TCA 49-13-110
8. TCA 49-13-122
9. TCA 49-13-108(b)(5)

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 07/27/22
		Rescinds: 3.202	Issued: 09/18/19

1 *General*

2 The Director of Schools shall be responsible for developing, maintaining, and acquiring board
3 approval of the district Emergency Preparedness Plan¹ which shall include procedures for bomb
4 threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and
5 medical emergencies.

6 The principal of each school shall develop and implement emergency preparedness drills which shall
7 be approved by the Director of Schools. When appropriate, such drills shall be held in conjunction with
8 emergency response agencies.

9 **FIRE AND SAFETY DRILLS**

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

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

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

20 ~~ARMED INTRUDER DRILLS~~

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

23 **ANNUAL DRILLS⁴**

24 **The principal shall ensure that the school safety team conducts each of the following type of drills**
25 **annually:**

26 **1. An armed intruder drill in coordination with local law enforcement;**

27

28 **2. An incident command drill; and**

29

1 **3. An emergency safety bus drill.**

2 **AED DRILLS⁵**

3 All schools shall conduct a CPR and AED drill to ensure awareness of the steps that shall be taken in
4 the event of a medical emergency. The principal shall ensure that the drill occurs.

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

7 **MEDICAL EMERGENCIES/PANDEMIC FLU⁶**

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

12 **REMOTE LEARNING DRILLS⁷**

13 At least once each school year, a remote learning drill shall be conducted. The drill shall accurately
14 reflect how students will transition to remote learning in the event of a disruption to school operations.
15 Students shall not be asked or required to transition to remote learning at any time during the drill.

Legal References

1. TRR/MS 0520-01-02-.30(2); TCA 49-6-804; TCA 49-6-805(8)
2. TCA 68-102-137(b)
3. TCA 68-102-137(f)
4. TCA 49-6-807; Public Acts of 2023, Chapter No. 367
5. TCA 49-2-122; TCA 49-6-1208
6. TCA 49-6-3004(a), (e); TCA 49-5-404
7. TCA 49-2-139

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Security	Descriptor Code: 3.205	Issued Date: 07/22/21
		Rescinds: 3.205	Issued: 01/15/09

1 *General*¹

2 The Director of Schools shall establish procedures to protect school property which shall include, but
3 not be limited to:

- 4 1. Closing and securing teacher work areas when left unattended or at the end of the day;
- 5 2. Denying students permission to use the classrooms, laboratories, gymnasiums, or other school
6 facilities or equipment without appropriate supervision;
- 7 3. Controlling the issuance of keys;
- 8 4. Developing programs that contribute to the proper care and use of school facilities and
9 equipment; and
- 10 5. Ensuring that equipment purchased with federal funds is managed as directed by federal law.²

11 All exterior doors leading into a school building shall be locked at all times and access to school buildings
12 is limited to the school's primary entrance during the school day as well as when students are present
13 outside of regular school hours.³

14 The principal shall call law enforcement officials in cases involving illegal entry, building damage, theft,
15 or vandalism. The principal shall notify the Director of Schools-as soon as practical, but no longer than
16 twenty-four (24) hours, after a case of vandalism, theft, building damage, and/or illegal entry. The
17 Director of Schools/designee is authorized to sign a criminal complaint and press charges. The Director
18 of Schools shall report all signing of such complaints to the Board.

19 **AFTER SCHOOL HOURS**

20 If, outside of regular school hours, there is a need to unlock the doors during a school activity, a school
21 district employee shall be stationed by the door to ensure access is limited to authorized persons.³

22 **LAW ENFORCEMENT SERVICES**¹

23 The Board may enter into collaborative partnerships with appropriate law enforcement agencies.
24 Partnerships may include, but not be limited to, education and recreational programs, delinquency
25 prevention, and mentoring initiatives.

26 The Board may enter into a memorandum of understanding (MOU) with the chief of a law enforcement
27 agency to provide school policing. The MOU shall address, at a minimum, the following issues:

- 1 1. Any school resource officer (SRO) assigned under the MOU shall be in compliance with all laws,
2 regulations, and rules of the Peace Officer Standards and Training Commission at the time of
3 assignment and remain compliant throughout his/her assignment.
- 4 2. As a condition of assignment, any SRO shall participate in forty (40) hours of basic training in
5 school policing within twelve (12) months of assignment. Every year thereafter, the SRO shall
6 participate in a minimum of sixteen (16) hours of training specific to school policing. All training
7 programs shall be approved by the Peace Officers Standards and Training Commission.⁴
- 8 3. Any SRO assigned under the MOU remains an employee of the law enforcement agency and is
9 subject to that agency's direction, control, supervision, and discipline. The Board may agree to
10 indemnify and reimburse the law enforcement agency for any part or all of the increased costs
11 incurred by the law enforcement agency as a result of the assignment of the SROs.
- 12 4. No SRO shall be assigned to a school, or continue in such an assignment, without the consent of
13 the Director of Schools.
- 14 5. In the event that more than one (1) SRO is assigned to a school district, the law enforcement
15 agency shall designate one (1) of the SROs as the senior SRO, or such other appropriate title.
16 The duties of the senior SRO shall include, but not be limited to, the following:
 - 17 a. Representing and carrying out the policies of the law enforcement agency assigning the
18 SROs;
 - 19 b. Supervising the SROs in the performance of their duties;
 - 20 c. Consulting with the Director of Schools regarding the best use of the available resources
21 for school policing; and
 - 22 d. Resolving disputes between the SROs and students or staff members.
- 23 6. The MOU may be effective for any length of time, including continuing until terminated by the
24 parties, and may contain any reasonable notice requirement for the termination of the MOU.
25 However, the MOU shall contain a provision allowing the Director of Schools to suspend the
26 active participation of any SROs in the event that the Director of Schools believes that such
27 suspension is best for the health, safety, or wellbeing of the students or staff members.

28 **CYBERSECURITY⁵**

- 29 The Director of Schools/designee shall develop an administrative procedure regarding the district's
30 cybersecurity plan to identify cybersecurity risks, implement mitigation planning, and protect
31 cyberinfrastructure against cyberattacks and other cybersecurity threats and incident

Legal References

1. TCA 49-6-805(3)
2. 2 CFR § 200.313
3. Public Acts of 2023, Chapter No. 367
4. TCA 49-6-4217
5. Public Acts of 2021, Chapter No. 335

Cross References

Visitors to the Schools 1.501
Inventories 2.702
Care of School Property 6.311

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Extracurricular Activities	Descriptor Code: 4.300	Issued Date: 01/15/09
		Rescinds: 6-3	Issued:

The following guidelines shall be followed in administering the student activities program:

1. The Board shall initially approve each specific extracurricular activity so that proper support and supervision may be assured.
2. The principal, after obtaining the recommendation of the faculty and the director of schools, shall determine which clubs and organizations will be permitted.
3. Each student activity must be under the guidance and direction of a certified staff member.
4. All student activities must have the approval of the principal.
5. Student activities occurring before or after regularly scheduled school hours must be under the supervision of the principal or his/her designee.
6. Secret organizations shall not be operated in any school.
7. A student shall not be required to attend a school-sponsored student activity that is scheduled at a time which conflicts with his religious practices.
8. School-sponsored student activities during vacation periods shall be restricted to regularly scheduled athletic programs and major events which cannot be scheduled otherwise.
9. Student groups shall not participate in state or national activities which are not listed as approved activities by regional accrediting associations or state and national principals' associations without the approval of the director of schools.
10. A student on out-of-school suspension shall not be permitted to participate in school-sponsored activities.
11. Activities which restrict participation because of race, color, religion, sex, disabilities, or national origin are forbidden.¹
12. Activities sponsored by outside groups or agents will be approved only if they are co-sponsored by the school.

STUDENT CLUBS & ORGANIZATIONS³

All students under the age of eighteen (18) shall present a signed and dated statement from their parent/guardian before joining any club or organization or participating in activities of a club or

1 organization. The Director of Schools shall develop administrative procedures outlining this
2 recordkeeping process.
3

Legal Reference:

1. TCA 49-6-1002(c)
2. 34 CFR § 106.41
3. Public Acts of 2023, Chapter No. 353

Cross References:

- Interscholastic Athletics 4.301
Field Trips and Excursions 4.302
Student Clubs and Organizations 6.702

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Library Materials	Descriptor Code: 4.403	Issued Date: 05/25/23
		Rescinds: 4.403	Issued: 07/27/22

1 *General*

2 **The Rutherford County Board of Education supports principles of intellectual freedom inherent in the**
3 **First Amendment of the United States.**

4 The Assistant Superintendent for Curriculum and Instruction or his/her designee shall be responsible for
5 library collection development. Library materials shall be reviewed to ensure the content aligns with
6 state law **and the materials have not been removed previously.**¹ The library collection shall adhere to the
7 following criteria:

- 8 1. Materials shall be suitable for and consistent with the educational mission of the school;
- 9
- 10 2. Materials shall be appropriate for the age and maturity levels of the students who may access
11 them. The determining factor will be based on an assessment of any mature themes or content
12 (i.e., violence, sexual content, vulgar language, substance abuse);
- 13
- 14 3. Materials shall contain literary, historical, and/or artistic value and merit; and
- 15
- 16 4. The collection as a whole shall offer a variety of viewpoints.

17 The Assistant Superintendent for Curriculum and Instruction shall be responsible for periodically
18 reviewing the district's library collection in line with these established standards.

19 **LIBRARY REVIEW COMMITTEE**

20 **Every August, the Board shall approve an eleven (11) member District Library Materials Review**
21 **Committee, upon recommendation of the Director of Schools and Chair of the Board, to review**
22 **complaints regarding library materials to determine whether the material is appropriate for the age and**
23 **maturity levels of the students who have access to the materials and whether the material is suitable for,**
24 **and consistent with, the educational mission of the school.**

25 **The Committee shall consist of the following: an elementary, middle, and high school principal; certified**
26 **library media personnel from elementary, middle, and high school; two (2) classroom teachers, and a**
27 **parent/guardian from elementary, middle, and high school level of students attending Rutherford County**
28 **Schools. The Committee shall meet on an as-needed basis to address complaints received by a school**
29 **or the district.**

30

1 COMPLAINTS

2 The complaint shall be limited to one (1) book, and be from a student, a student's parent/guardian, or a
3 school employee and may submit no more than five (5) complaints per academic year.

4 If a complaint is made by an employee, student, or parent/guardian of the school, this process is to be
5 followed:

6 1. Inform the complainant of the selection procedures and make no commitments.
7

8 2. Request the complainant to submit a Request for Reconsideration of Library Materials form to
9 the principal and the Assistant Superintendent for Curriculum and Instruction.

10 3. Inform the principal (and other appropriate personnel).
11

12 4. Keep challenged materials available for use during the reconsideration process.
13

14 5. Upon receipt of the completed form, the principal and Assistant Superintendent for Curriculum
15 and Instruction shall notify the Director of Schools, who shall notify the Board.
16

17 6. The principal shall request review of the challenged materials by an ad-hoc materials review
18 committee the District Library Materials Review Committee within twenty-five (25) business
19 days. The principal shall provide the Committee with a copy of the challenged materials. The
20 review committee is appointed by the principal and includes certified library media personnel,
21 representatives from classroom teachers, one or more parents, and may include one or more
22 students. The principal Committee will inform the principal and the Director of Schools of the
23 review committee's progress. Complaints will be reviewed in the following order if multiple
24 complaints are received contemporaneously: parent/guardian complaints, student complaints,
25 and employee complaints. The Committee may extend the review period beyond twenty-five
26 (25) business days if multiple complaints are received contemporaneously.
27

28 7. The review committee shall take the following steps after receiving the challenged materials:
29

30 a. Read, view, or listen to the contested material in its entirety;
31

32 b. Check general acceptance of the material by reading recognized and evaluative reviews;
33

34 c. Determine the extent to which the material is appropriate for the age and maturity levels
35 of the students who have access to the materials and whether the material is suitable for,
36 and consistent with, the educational mission of the school; and

37 d. Upon final review at the committee meeting, the members of the committee by
38 majority vote, will reach a decision.

39 e. Complete the appropriate Checklist for Reconsideration of Library Materials, judging
40 the material for its strength and value; and

41 f. Present a recommendation to the Director of Schools and the Board.

42 8. The decision of the Committee may be appealed, and the Director of Schools shall report the
43 Committee's decision to the Board. The Board may review the Committee's decision on
44 library material not appealed to the Director of Schools at the next regular board meeting.

1 ~~9. The Board shall review the recommendation presented by the review committee and make the~~
2 ~~determination whether the material is appropriate for the age and maturity levels of the students~~
3 ~~who have access to the materials and whether the material is suitable for, and consistent with,~~
4 ~~the educational mission of the school.~~

5
6 ~~10. If it is determined that the material is not appropriate for the age and maturity levels of the~~
7 ~~students who have access to them or is not suitable for, and consistent with, the educational~~
8 ~~mission of the school, the Board shall require the school to remove the material from the library~~
9 ~~collection.~~

10 **APPEALS TO THE DIRECTOR OF SCHOOLS**

11 The complainant may appeal the Committee's decision to the Director of Schools within fifteen (15)
12 days of receiving notice of the Committee's decision. The Director of Schools shall review the
13 decision made by the Committee and make a determination whether the material is appropriate for the
14 age and maturity levels of the students who have access to the materials and whether the material is
15 suitable for, and consistent with, the educational mission of the school. The decision of the Director of
16 Schools may be appealed to the Board.

17 **APPEALS TO THE BOARD**

18 The complainant may appeal the Director of Schools' decision to the Board within fifteen (15) days of
19 receiving notice of the Director of Schools' decision. The Board shall evaluate the material to
20 determine whether the material is appropriate for the age and maturity levels of the students who have
21 access to the materials and whether the material is suitable for, and consistent with, the educational
22 mission of the school. The decision of the Board is final.

23 **REMOVAL OF LIBRARY MATERIALS**

24 If it is determined by the Committee or on appeal that the material is not appropriate for the age and
25 maturity levels of the students who have access to them or is not suitable for, and consistent with, the
26 educational mission of the school, the material shall be removed from the library collection or
27 restricted to the appropriate grade(s). The committee will make a recommendation to either remove
28 from a specific school library, specific grade band, or all grade bands and district schools.³

29 Any picture, photograph, drawing, sculpture, motion picture film, or similar visual representation or
30 image of a person or portion of the human body, which depicts nudity, sexual conduct, excess
31 violence, or sado-masochistic abuse, and which is harmful to minors as defined by state law shall be
32 immediately removed from all libraries within the school district.⁴ Any book, pamphlet, magazine,
33 printed matter, however reproduced, or sound recording, which contains nudity, sexual conduct, excess
34 violence, or sado-masochistic abuse or which contains explicit and detailed verbal descriptions or
35 narrative accounts of sexual excitement, sexual conduct, excess violence, or sado-masochistic abuse,
36 and which is harmful to minors as defined by state law, shall be immediately removed from all
37 libraries within the school district.⁴

- 1 1. The above section(s) applies to any description or representation, in whatever form, of nudity,
2 sexual excitement, sexual conduct, excess violence or sadomasochistic abuse when the matter
3 or performance:
- 4 A. Would be found by the average person applying contemporary community standards to
5 appeal predominantly to the prurient, shameful or morbid interests of minors;
6 B. Is patently offensive to prevailing standards in the adult community as a whole with
7 respect to what is suitable for minors; and
8 C. Taken as whole lacks serious literary, artistic, political or scientific values for minors;
- 9 The Board shall be notified when any library materials are challenged or removed pursuant to this
10 policy. A notation will be added in the library database regarding the removed book.

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982); TCA 49-6-3803
2. Public Acts of 2023, Chapter No. 472
3. TCA 49-6-3803
4. TCA 39-17-901, 39-17-911

Cross References

Textbooks and Instructional Materials 4.400
School and System Websites 4.407
Controversial Materials 4.801

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Application and Employment	Descriptor Code: 5.106	Issued Date: 07/22/21
		Rescinds: 5.106	Issued: 10/31/18

1 APPLICATION

2 An individual desiring a position shall make application to the Director of Schools on forms developed
3 by his/her office. To ensure the safety and welfare of students and staff, the District shall require criminal
4 history background checks and fingerprinting of applicants for teaching positions and any other positions
5 that require proximity to children.¹ If applying for a teaching position, the Director of Schools shall also
6 check the applicant's license status in the State Board of Education's database to determine if there is a
7 hold on that applicant's license, and if so, the reasoning behind the hold.²

8 Knowingly falsifying information shall be sufficient grounds for termination of employment and shall
9 also constitute a Class A misdemeanor which must be reported to the District Attorney General for
10 prosecution.³

11 Any costs incurred to perform these background checks and fingerprinting shall be paid by the Board
12 the first time such applicant applies for a position with the Board. If a successful applicant does not
13 remain employed with the Board for a period of six (6) months, then the costs of the background check
14 will be withheld from his/her last regular paycheck. All applicants shall be advised that all hiring
15 decisions are contingent upon satisfactory background check results.

16 *Professional Employees*

17 The application shall include a transcript of credits earned at the colleges or universities attended along
18 with references from persons such as previous employers, college professors, and supervisors of student
19 teachers. Other information shall include whether such applicant has been dismissed for cause from a
20 school system.⁵ If previously employed by a local board of education, the applicant shall provide
21 evidence of acceptable resignation.

22 No person shall be employed:

- 23 1. Who does not hold a valid license to teach or a temporary permit to teach from the State Board
24 of Education;⁶
- 25 2. Who has been identified by the Department of Children's Services, or on a similar registry in
26 another jurisdiction, as a perpetrator of child abuse, severe child abuse, child sexual abuse, or
27 child neglect, or who poses an immediate threat to the health, safety, or welfare of children;⁷
- 28 3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department
29 of Health, or on a similar registry in another jurisdiction;⁷
- 30 4. Who does not present a certificate from a licensed health care provider showing a satisfactory
31 physical examination or who has a contagious or communicable disease in such form that might

- 1 endanger the health of school children, subject to the provisions of the Americans with
- 2 Disabilities Act and the associated regulations;⁸
- 3 5. Who refuses to take and subscribe to an oath to support the Constitution of the State of Tennessee
- 4 and of the United States of America;⁹
- 5 6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
- 6 employment for cause; or
- 7 7. Who does not receive a satisfactory background check.¹⁰

8 *Support Employees*

9 The application process shall be in accordance with procedures approved by the Director of Schools.
10 Procedures for screening, interviewing, and employment shall be defined or approved by the Director of
11 Schools. All employment shall be done in a fair and equitable manner. There shall be no discrimination
12 on the basis of sex, race, national origin, religion, age or disabilities.

13 No person shall be employed:

- 14 1. Who has any contagious or communicable disease in such form that might endanger the health
- 15 of the children, subject to the provisions of the Americans with Disabilities Act and the associated
- 16 regulations;⁸
- 17 2. Who has been identified by the Department of Children's Services, or on a similar registry in
- 18 another jurisdiction, as a perpetrator of child abuse, severe child abuse, child sexual abuse, or
- 19 child neglect, or who poses an immediate threat to the health, safety, or welfare of children;⁷
- 20 3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department
- 21 of Health, or on a similar registry in another jurisdiction;⁷
- 22 4. Who has not complied with the Immigration Reform and Control Act of 1986;¹¹
- 23 5. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
- 24 employment for cause; or
- 25 6. Who does not receive a satisfactory background check.¹⁰

26 **EMPLOYMENT**

27 After checking references and receiving written recommendations, the Director of Schools shall hire
28 and assign qualified applicants.

29 *Initial Employment for Professional Employees*

30 Upon initial employment, the Director of Schools shall notify such person, in writing, of the offer and
31 conditions of employment. Upon receipt of employment notification, such person shall respond within
32 the timeline established by state law. From the date of the written acceptance, such person is considered
33 to be under employment with the system and is subject to all rights, privileges, and duties.

34 *Support Employees*

35 Each person hired in a regular non-certified position shall be required to successfully complete a
36 probationary period of six (6) months.¹² The probationary period shall be an essential part of the
37 employment process, and shall be utilized for the most effective adjustment of a new employee. This

- 1 probationary period may preclude the permanent hiring or promotion of any employee whose
- 2 performance does not meet the required standard of work.

Legal References

1. TCA 49-5-406; TCA 49-5-413
2. State Board of Education Policy 5.501
3. TCA 49-5-406 (a)(2)(A)
4. TCA 49-5-413(c)
5. TCA 49-2-131
6. TCA 49-5-403; TCA 49-5-101; TCA 49-5-106
7. TCA 49-5-413(e); Public Acts of 2023, Chapter No. 222
8. TCA 49-5-404
9. TCA 49-5-405
10. TCA 49-5-413(a), (f)
11. Immigration Reform and Control Act of 1986; Pub. L. No. 99-603, 100 Stat. 3359, 8 USCA § 1101 *et seq.*
12. TCA 49-5-406(b)

Cross References

- Orientation and Probation 5.107
- Compensation Guides & Contracts 5.110
- Background Investigations 5.118
- Recommendations and File Transfers 5.203
- Qualifications and Duties of the Director of Schools 5.802

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Compensation Guides & Contracts	Descriptor Code: 5.110	Issued Date: 07/07/22
		Rescinds: 5.110	Issued: 05/04/21

1 All certified personnel must make a written contract with the Board at a fixed salary per month before
2 entering upon their duties.¹

3 The director of schools shall establish the salary rating of each person employed and shall recommend
4 such salary rating to the Board for its approval.²

5 Salaries of all employees, including supplemental pay, shall be paid by the Board. No payment to any
6 employee for service performed on behalf of the school system shall be made from any source other than
7 the Board.

8 Contracts for administrators and system-wide professional certified personnel shall include two hundred
9 (200) days of responsibility, plus twenty (20) days for each additional month assigned by the Board.
10 Each contract shall provide:³

- 11 1. A minimum of one hundred and eighty (180) working days;
- 12 2. A minimum of five (5) days for in-service education;
- 13 3. Ten (10) vacation days; and
- 14 4. Five (5) days as designated by the Board (teachers shall use one (1) day for parent-teacher
15 conferences⁴).

16 Certified professional employees anticipating completion of a new degree that will affect their salary for
17 the coming year shall notify the central office by May 1 of each year. Each professional employee shall
18 be awarded full credit for allowable teaching experience and academic training as established under the
19 State Board of Education Rules, Regulations and Minimum Standards.

20 Career and Technical Education (Occupational Education) teachers shall be placed on a step of the salary
21 schedule in accordance with the years of appropriate employment experience not to exceed a maximum
22 of ~~five (5)~~ **ten (10) years** provided such experience is confirmed by the previous employer and directly
23 relates to the teaching assignment.

24 Salaries and supplements may be paid from revenue derived from sources other than taxes, provided the
25 revenue is deposited with and salaries paid through the Board. This includes donations or contributions
26 from individual, civic or other non-school related sources of funds from individual school activity funds,
27 such as gate receipts and concessions.^{1,4}

1 **Advance Pay**

2 No advance payments of salary shall be made, with the exception of newly hired professional employees
3 who may, at their option, elect to receive \$1500 of their first salary installment after completion of the
4 first ten (10) workdays of employment.

5 **Administrative Salary Schedule**

6 The salary index for principals and central office personnel shall be approved by the board each year.

7 **Coaching Supplements**

8 Beginning in the 2021-2022 school year, no employee or non-faculty volunteer shall receive a
9 supplement or stipend for both a head coaching position and an assistant coaching position for the same
10 team, even if the assistant coaching position is unstaffed.

Legal References

1. TCA 49-2-203(a)(1); TCA 49-5-408
2. TCA 49-5-402
3. TCA 49-6-3004
4. TCA 49-6-2006(a)

Cross References

School Calendar 1.800
Revenues 2.400
Payroll 2.802
Application and Employment 5.106

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Employment of Retirees	Descriptor Code: 5.119	Issued Date: 05/25/23
		Rescinds: 5.119	Issued: 07/27/22

1 *General*

2 The Director of Schools may hire a retired individual if certain conditions are met as provided for in
3 state law.

4 Retired teachers shall be eligible to accrue sick days as a regular certified employee but are not eligible
5 to receive compensation for accrued days not used.

6 **EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS**

7 Teachers who retire under the Tennessee Consolidated Retirement System (TCRS) may be employed
8 for up to one hundred twenty (120) days per year without loss of retirement benefits. Retired teachers
9 may substitute teach for additional days ~~if the Director of Schools certifies in writing to the Division of~~
10 ~~Retirement that no other qualified personnel are available to substitute teach.~~¹

11 **EMPLOYMENT CONTRACTS FOR ONE YEAR**

12 The Director of Schools may employ teachers retired for at least one (1) year for full-time employment
13 as a kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will
14 not be lost or suspended under certain conditions which include, but are not limited to, the following:²

15 ~~1. The Director of Schools of the employing district shall certify in writing that no other qualified~~
16 ~~individuals are available to fill the position;~~

17
18 ~~2. The Commissioner of Education shall certify that the employing school district serves an area~~
19 ~~that lacks qualified teachers to serve in the position to be filled;~~

20
21 3. The retired teacher shall hold a valid license and shall not be entitled to tenure status;

22
23 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave
24 other than sick leave, or receive medical insurance coverage; and

25
26 5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the
27 Board for teachers with no experience filling similar positions or more than eighty-five percent
28 (85%) of the rate of compensation set by the Board for teachers with comparable training and
29 years of experience filling similar positions.

1 ADDITIONAL EMPLOYMENT OPTION FOR RETIREES³

2 Retired members of TCRS or a similar system may be offered reemployment for up to one (1) year as
3 a kindergarten through twelfth (K-12) grade teacher, substitute teacher, or bus driver under the
4 following conditions:

- 5 1. The retired member has been retired for at least sixty (60) calendar days;
- 6
- 7 2. The retirement benefit payable to the retired member is reduced to seventy percent (70%) of the
8 retirement allowance;
- 9
- 10 3. The retired member's employment can't be longer than a one (1) year period; however, the
11 retired member can be reemployed for additional one (1) year periods;
- 12
- 13 4. The retired member is not drawing disability retirement benefits; and
- 14
- 15 5. The retired member can't accrue additional retirement benefits.

16 The Director of Schools shall notify TCRS of the member's reemployment and certify in writing that
17 the retired member has the required experience and training for the position and that no other qualified
18 persons are available to fill the position.

19 Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state law.
20 The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment
21 equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five
22 percent (5%) of the retired member's pay rate.
23

Legal References

1. TCA 8-36-805
2. TCA 8-36-821
3. TCA 8-36-822

Cross References

Application and Employment 5.106
Substitute Teachers 5.701

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Issued Date: 01/05/21
		Rescinds: 5.302	Issued: 09/18/19

1 PROFESSIONAL PERSONNEL

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

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

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

11 A certificate from the physician on forms furnished by the Board may be required in support of any
12 claim for sick leave pay¹ and will always be required in support of absences for more than three (3)
13 consecutive days. The procedures for long-term leaves are addressed in Board Policy 5.304.

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

16 A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee
17 school system, provided that the director of schools of the system in which the accumulated leave was
18 held provides notarized verification.³

19 In accordance with state law, any teacher who goes on maternity leave shall be allowed to use all or a
20 portion of the teacher's accumulated sick or annual leave for maternity leave purposes.

21 Personnel shall be granted bereavement leave up to three (3) days per event in the event of death of an
22 immediate family member. Interim employees and re-employed retirees will be granted bereavement
23 leave up to three (3) days per event in the event of death of an immediate family member after six (6)
24 months of employment. Immediate family member shall include the employee's spouse/legal guardians,
25 parents, grandparents, children, grandchildren, siblings, mother-in-law, father-in-law, daughter-in-law,
26 son-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-siblings, step-children, step-
27 grandchildren, and foster children. Personnel shall be granted bereavement leave up to one (1) day per
28 event in the event of death of a cousin, aunt, uncle, niece, or nephew. If additional days are needed for
29 out of state travel, personnel shall discuss with the principal the need to use up to two (2) additional sick

1 days without the requirement of a doctor's note. Personnel will be responsible for submitting
2 bereavement documentation within five (5) working days of returning to work.

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

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

8 **SUPPORT PERSONNEL**

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

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

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

14 **SICK LEAVE BANK**

15 The purpose of the sick leave bank is to provide sick leave to all employees⁴ who have suffered an
16 unplanned personal illness, injury, disability, or quarantine and whose personal sick leave is exhausted.

17 To form a sick leave bank, a minimum of twenty (20) employees from the school system shall petition
18 the Board for permission to establish a sick leave bank.⁵ Upon approval, sick leave bank trustees shall
19 be appointed and shall operate as the governing body of the sick leave bank and shall enact rules and
20 regulations consistent with state law.⁶ Employees wishing to participate shall initially give a maximum
21 of three (3) days of sick leave. These days are to be deducted from the employee's personal accumulation
22 and donated to the sick leave bank. Donations of sick leave to the bank are nonrefundable and
23 nontransferable.⁷

24 At any time, the number of days in the sick leave bank is less than twenty (20), or one (1) per employee
25 if there are more than twenty (20) members, or at any time deemed advisable, the trustees shall assess
26 each member one (1) or more days of accumulated sick leave. If an employee has no accumulated sick
27 leave at the time of assessment, the first earned days shall be donated as they are accrued by the
28 employee.⁷

29 An employee who is a member of the sick leave bank may request an allotment of days (for the
30 employee's personal illness ~~only~~ or on account of an illness of his/her minor child) in the manner
31 designated by the trustees. The need for these days must be verified by a statement from a doctor.

32 By written notice to the trustees, an employee may withdraw from bank participation on June 30 of any
33 year.⁸ Membership withdrawal results in forfeiture of all days contributed.

- 1 The sick leave bank shall be operated in accordance with state law.

Legal References

1. TCA 49-5-710(a)(1)
2. TRR/MS 0520-01-02-.04(2)
3. TCA 49-5-710(a)(5)
4. TCA 49-5-811
5. TCA 49-5-803
6. TCA 49-5-804; TCA 49-5-805
7. TCA 49-5-807
8. TCA 49-5-806

Cross References

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

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date: 10/31/18
		Rescinds: 5.305	Issued: 03/17/16

1 PURPOSE

2 To entitle employees to take reasonable leave for medical reasons, for the birth or adoption of a child,
3 and for the care of a child, spouse or parent who has a serious health condition.

4 ELIGIBILITY

5 Anyone who has been employed for at least twelve (12) months by the school district and anyone who
6 has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for
7 service for purposes of FMLA eligibility¹) during the previous twelve-month period shall be eligible to
8 use FMLA leave.²

9 GENERAL PRINCIPLES

10 An eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave during a fixed
11 calendar year for the following reasons:

- 12 1. The birth of a child;
- 13
- 14 2. The placement of a child with the employee for adoption or foster care;
- 15
- 16 3. A serious health condition of the employee that makes the employee unable to perform the
17 essential functions of his or her job position;
- 18
- 19 4. The care of a spouse, child, or parent of the employee who has a serious health condition; and
- 20
- 21 5. Any qualifying circumstances arising out of the fact that a spouse, child, or parent of the
22 employee is on covered active duty or has been notified of an impending call or order to
23 covered active duty in the Armed Forces.

24 Granting of leave under this policy shall be subject to, and in accordance with, the provisions of
25 applicable federal and state laws. An employee may substitute accrued paid leave for unpaid time. Use
26 of accrued paid leave shall run concurrently with and be counted toward the employee's total period of
27 FMLA leave.
28

1 MATERNITY/PATERNITY LEAVE

- 2 1. *Relationship between FMLA leave and Tennessee Maternity Leave Act*- FMLA leave shall run
3 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible
4 employees leave for a period not to exceed four (4) months for the adoption, pregnancy,
5 childbirth, and nursing of a newborn child.³
6
- 7 2. *Teachers' Leave*- In accordance with state law, any teacher who goes on maternity leave shall be
8 allowed to use all or a portion of the teacher's accumulated sick or annual leave for maternity
9 leave purposes. In order to be eligible to use sick leave, written request of the teacher
10 accompanied by a statement from the teacher's physician verifying pregnancy shall be submitted.
11 Upon verification by a written statement from an adoption agency or other entity handling an
12 adoption, a teacher may also be allowed to use accumulated leave for adoption of a child. If both
13 adoptive parents are teachers employed by the district, however, only one (1) parent is entitled
14 to use such leave.⁴
15

16 Spouses who are both eligible employees of the school district are limited to a combined total of
17 twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken
18 for the birth and care of a newborn child, for the placement of a child for adoption or foster care,
19 or to care for a parent who has a serious health condition. Under certain circumstances, spouses
20 who share leave for the birth or adoption of a child may be eligible for limited amounts of
21 additional leave for other qualifying FMLA reasons.⁵
22

- 23 3. *Paid Parental Leave* – Under state law, an additional six (6) work weeks of paid leave is available
24 to eligible employees after a birth, stillbirth, or adoption of a newly placed minor child. An
25 eligible employee taking leave under this provision shall not be required to utilize any other type
26 of accrued leave during this period. Eligible employees include teachers, principals, supervisors,
27 or other individuals required by law to hold a valid license of qualification for employment who
28 have been employed with a school district full time for at least twelve (12) consecutive months.
29

30 Employees shall provide notice to the school district thirty (30) days prior to the intended use of
31 the leave. If the employee learns about the need for leave less than thirty (30) days in advance,
32 the employee shall give notice as soon as reasonably possible in order to be eligible for the paid
33 leave. This paid leave does not need to be taken consecutively; however, the paid leave shall be
34 used within twelve (12) months of the qualifying event. The leave shall run concurrently with
35 FMLA leave.⁶

36 LEAVE FOR A SERIOUS HEALTH CONDITION⁷

37 Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when he/she
38 is unable to work because of a serious health condition or to care for an immediate family member, as
39 defined by the FMLA, with a serious health condition. Granting of such leave shall be subject to the
40 provisions of applicable federal and state laws. Employees shall contact Human Resources to determine
41 if the reason for leave qualifies as FMLA leave. If the leave is foreseeable, the employee shall give thirty
42 (30) days' notice. If the leave is not foreseeable, the employee shall notify Human Resources as soon as
43 practicable, generally, either the same or next business day.

1 LEAVE FOR MILITARY FAMILY MEMBERS

- 2 1. *Qualifying Exigency Leave*⁸ - Eligible employees are entitled to up to twelve (12) workweeks
3 of leave because of any “qualifying exigency” arising out of the fact that the spouse, son,
4 daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been
5 notified of an impending call to active duty, or has been notified of an impended call to active
6 duty status in the Armed Forces. Qualifying exigencies may include:
7
- 8 a. Issues arising from the service member’s short notice deployment;
 - 9 b. Military events and related activities (e.g. official ceremonies, support programs);
 - 10 c. Making or updating financial and legal arrangements;
 - 11 d. Attending counseling;
 - 12 e. Taking up to fifteen (15) days leave to spend time with a covered service member who is
13 on short-term rest and recuperation leave during deployment; or
 - 14 f. Attending post-deployment activities.

- 15
- 16 2. *Military Caregiver Leave*⁹- An eligible employee who is the spouse, son, daughter, parent, or
17 next of kin of a covered service member or covered veteran with a serious injury or illness is
18 entitled to up to twenty-six (26) workweeks of leave in a “single twelve (12) month period.” A
19 covered service member is a current member of the Armed Forces, including a member of the
20 National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is
21 otherwise in out-patient status, or is otherwise on the temporary disability retired list for a serious
22 injury or illness.

23

24 A covered veteran is an individual who was a member of the Armed Forces at any time during
25 the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy
26 that has a serious injury or illness who is currently receiving medical treatment, recuperation, or
27 therapy.

28

29 The calculation of this five (5) year period shall not include the interval of October 28, 2009
30 through March 8, 2013. The “single twelve (12) month period” for military caregiver leave begins
31 on the first day the employee takes leave for this reason and ends twelve (12) months later. An
32 eligible employee is limited to a combined total of twenty-six (26) workweeks of leave to provide
33 care for a covered service member. The maximum of twenty-six (26) workweeks may include no
34 more than twelve (12) workweeks of leave that is taken for the birth and care of a newborn child,
35 for the placement of a child for adoption or foster care, for care of a parent who has a serious
36 health condition, or for the employee's own serious health condition.

37 INTERMITTENT LEAVE¹⁰

38 Eligible employees may take FMLA leave intermittently when medically necessary to care for a
39 seriously ill family member as defined under the FMLA, because of the employee's own serious health
40 condition, or for the care for a newborn, a newly adopted child, or a newly placed foster care child. When
41 a licensed employee requests foreseeable leave for planned medical treatment and the employee would
42 be on leave for greater than 20% of the total number of working days in the period during which the
43 leave would extend, the school district may require that such employee elect either to take the leave for
44 periods of a particular duration, not to exceed the duration of the planned medical treatment, or to transfer

1 temporarily to an available alternative position offered by the school district for which the employee is
2 qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

3 RESTRICTIONS

4 1. Notice Requirements

5

6 a. *Employee Notice*¹¹- For foreseeable leave, the employee shall provide the Director of
7 Schools with at least thirty (30) days written notice before the beginning of the anticipated
8 leave.

9

10 b. *District Notice*- Once it has been established that the leave requested qualifies for
11 FMLA, the Director of Schools/designee shall notify the employee within three (3)
12 business days (absent extenuating circumstances) that any leave taken pursuant to state
13 leave statutes (paid vacation leave, personal leave, sick leave, or workers'
14 compensation) shall run concurrently with FMLA leave.¹² The notice may be given
15 orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than
16 the following pay day.¹³

17

18 2. Certification Requirement¹⁴

19

20 a. The Director of Schools may require that a request for leave be supported by
21 certification issued by a health care provider with the following information:

22

23 i. The date on which the serious health condition commenced;

24 ii. The probable duration of the condition;

25 iii. The appropriate medical facts within the knowledge of the health care provider
26 regarding the condition; and

27 iv. A statement that the eligible employee is needed to care for the son, daughter,
28 spouse, or parent and an estimate of the amount of time that such employee is
29 needed.

30

31 b. If there is any reason to doubt the validity of the certification provided, the Director of
32 Schools may require, at the expense of the school district, an opinion of a second health
33 care provider.

34

35 3. Period Near the End of an Academic Term (Professional Employees)¹⁵

36

37 a. If leave is taken more than five (5) weeks prior to the end of the term, the Director of
38 Schools may require the employee to continue taking leave until the end of the term if
39 the leave is at least three (3) weeks of duration and the return of employment would
40 occur during the three (3) week period before the end of the term.

41

42 b. If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools
43 may require the employee to continue taking leave until the end of the term if the leave
44 is greater than two (2) weeks duration and the return to employment would occur during
45 the two (2) week period before the end of the term.

1 **REQUIREMENTS OF THE BOARD**¹⁶

- 2 1. The employee shall be restored to the same position of employment or an equivalent position
3 with no loss of benefits, pay, or other terms of employment.
- 4 2. The employee shall be kept under any group health plan for the duration of the leave.
- 5 3. The Board may recover the premium paid under the following conditions:
6
7 a. The employee fails to return from leave after the period of leave has expired; and
8 b. The employee fails to return to work for a reason other than the continuation,
9 recurrence, or onset of a serious health condition or other circumstances beyond the
10 control of the employee.

Legal References

1. *Hinson v. Tecumseh Products Co.*, 2000 U.S. App. LEXIS 26778, at *1—10 (6th Cir. Oct. 17, 2000)
2. Federal Family and Medical Leave Act of 1993, 29 USCA § 2601, 2611—2619
3. TCA 49-5-702; TCA 4-21-408
4. TCA 49-5-710(a)(2); Public Acts of 2018, Chapter No. 907
5. 29 CFR § 825.120(a)(3)
6. Public Acts of 2023, Chapter No. 399
7. 29 CFR § 825.113
8. 29 CFR § 825.126
9. 29 CFR § 825.124; 29 CFR § 825.127
10. 29 CFR § 825.202
11. 29 CFR § 825.302-825.304
12. 29 CFR § 825.207
13. OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v. Morton International, Inc.*, 212 F. 3d 929, 932 (6th Cir. 2000)
14. 29 CFR § 825.305-825.313
15. 29 CFR § 825.602
16. 29 USCA § 2614

Cross References

- Sick Leave 5.302
Long-Term Leaves of Absence 5.304

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="text-align: center;">Physical Assault Leave</h2>	Descriptor Code: 5.307	Issued Date: 08/15/13
		Rescinds:	Issued:

- 1 A teacher who is absent from assigned duties as a result of personal injury caused by physical assault
 2 or other violent criminal acts committed in the course of the teacher's employment duties, shall receive
 3 ~~workers' compensation or comparable benefits without loss of accumulated or granted sick, personal or~~
 4 ~~professional leave.~~ his/her full salary and full benefits until the teacher is released by his/her physician
 5 to return to work or his/her physician determines the teacher is permanently unable to return to work.
 6 If the teacher receives workers' compensation or other similar benefits, the Board shall pay the
 7 difference between that amount and the teacher's full salary.¹
- 8 ~~The school system shall continue to pay the teacher's full benefits including, but not limited to health~~
 9 ~~insurance benefits, until the earlier of the date on which the teacher is released by the teacher's~~
 10 ~~physician to return to work or the date on which the teacher is determined by the teacher's physician to~~
 11 ~~be permanently disabled from returning to work.~~²
- 12 A signed statement listing the cause of the absence shall be provided by the employee on forms
 13 furnished by the Director of Schools and shall promptly be given to the immediate supervisor in
 14 support of all claims. A certificate from the physician on forms furnished by the Director of Schools
 15 may also be required to verify the extent of the injury.²

Legal References:

1. TCA 49-5-714(a); Public Acts of 2023, Chapter No. 343
2. TRR/MS 0520-01-02-.04(5)

Cross References:

- Worker's Compensation 3.602
 Long Term Leaves of Absence 5.304

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Vacations and Holidays	Descriptor Code: 5.310	Issued Date: 12/03/09
		Rescinds: 5.310	Issued: 01/15/09

VACATIONS

Scheduling vacation time will be subject to the immediate supervisor's approval.¹ The annual leave for twelve (12) month full-time employees of the Rutherford County Board of Education shall be as follows:

1. Zero Through Five (5) Years of Employment: One (1) day per month with a maximum accumulated days of thirty (30).
2. Six (6) Through Ten (10) Years of Employment: One and one-half (1 1/2) days per month with a maximum accumulated days of thirty-six (36).
3. Eleven (11) Through Twenty (20) Years of Employment: One and three-quarters (1 3/4) days per month with a maximum accumulated days of thirty-nine (39).
4. Twenty-one (21) Plus Years of Employment: Two (2) days per month with a maximum accumulated days of forty-two (42).

Any annual leave days which are earned and exceed the maximum number of accumulated days allowed for annual leave shall automatically expire and be lost for annual leave purposes when they exceed the maximum number of accumulated days by June 30, but said annual leave days shall be converted to authorized accumulated sick leave days.

When employees retire or leave their employment, said employees shall be paid for their accumulated, unused annual leave.

An employee's years of employment for vacation purposes shall be the same as the employee's years of experience for pay purposes.

HOLIDAYS

Professional Personnel

Twelve month professional personnel will be provided the following holidays: New Year's Eve, Labor Day, Thanksgiving Day (two days), Christmas (two days), New Year's Day, Good Friday, Memorial Day, Juneteenth, July 4th, and any additional days approved by the Board.

Support Personnel

Paid holidays shall be provided as follows:

**10 Month Full-Time
and Part-time Employees**

**12 Month Full-Time
and Part-Time Employees**

New Year's Day

New Year's Day

Martin Luther King Day

Martin Luther King Day

President's Day

President's Day

Good Friday

Good Friday

Labor Day

Memorial Day

Thanksgiving Day (2 days)

Juneteenth

Christmas Eve

July 4

Christmas Day

Labor Day

New Year's Eve

Thanksgiving Day (2 Days)

Christmas Eve

Christmas Day

New Year's Eve

*and any additional days approved by the Board.

Effective September 1, 1998, for the purposes of this policy, a full-time employee is defined as an employee who is scheduled to work a minimum of thirty-five (35) hours per week; a part-time employee is defined as an employee who is scheduled to work less than thirty-five hours per week. Temporary or substitute employees are not covered by this policy.

For each holiday, the number of hours that comprise the holiday will be the daily hours specified for that employee when he/she was hired or last rehired.

Any employee who is eligible to be paid for the board-approved holidays must also meet the following conditions:

1. The employee works his/her last scheduled workday prior to and his/her next scheduled workday after such holiday, or
2. The employee uses such paid leave time as he/she is entitled to based upon employment status to cover his/her last scheduled workday prior to and his/her next scheduled workday after such holiday.

For all 12 month employees on a 4-day work week during the summer months, a 10-hour workday shall be set for Juneteenth and July 4th for holiday pay purposes.

Legal Reference:

1. TCA 5-23-101;104

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Staff Rights & Responsibilities	Descriptor Code: 5.600	Issued Date: 08/16/17
		Rescinds:	Issued:

1 In fulfilling any citizenship rights and responsibilities, employees shall give proper consideration to the
2 educational welfare of students and ensure that no conflict exists with their actual duties.

3 Each staff member has the right to:¹

- 4 1. A work environment free from sexual, racial, ethnic, and religious discrimination/harassment;²
- 5 2. Academic freedom within the confines of state law and board policy in order to create an
6 atmosphere of freedom in the classroom.

7 Educators have the right to:

- 8 1. Be treated with civility and respect as well as having his/her professional judgement and
9 discretion respected;
- 10 2. Report any errant, offensive, or abusive content or behavior of a student to the principal and/or
11 appropriate agencies;
- 12 3. Provide students with a safe environment;
- 13 4. Defend themselves and their students from physical violence or harm;³
- 14 5. Share information regarding a student's educational experience, health, or safety with the
15 student's parent(s)/guardian(s) unless otherwise prohibited;⁴
- 16 6. Review all instructional material or curriculum before being utilized by students;
- 17 7. Not be required to use his/her personal money to appropriately equip a classroom;
- 18 8. Report students who commit offenses of assault and battery or vandalism on school property
19 endangering the life, health, or safety of others pursuant to state law;⁵ and
- 20 9. Receive benefits in accordance with state law if the educator is a teacher who is on leave due to
21 a physical assault or other violent criminal act committed during the course of employment.⁶

22 Each staff member has the responsibility to:

- 23 1. Make themselves familiar with and abide by, the laws of the state as these affect their work, the
24 policies of the board and the procedures designed to implement them;⁵

- 1 2. To adhere to the Teacher Code of Ethics;⁶
- 2 3. Exercise good judgment in selecting issues for discussion and balance the relative maturity of
- 3 students and the students' right to know;
- 4 4. Be courteous and helpful in interacting and responding to parents, visitors and members of the
- 5 public;
- 6 5. Keep all records and prepare and submit promptly all reports that may be required by state law,
- 7 state board regulations, board policy and administrative procedures; and
- 8 6. Wear appropriate dress for work according to board guidelines and local school rules.

Legal References

1. 42 USCA § 2000e-2(a),(b); TCA 49-6-8004
2. TCA 49-5-209; Public Acts of 2023, Chapter No. 153
3. TCA 49-6-2802
4. 20 USCA 1232g
5. TCA 49-6-4301
6. TCA 49-5-714
7. TCA 49-5-1001 *et seq.*

Cross References

- Curriculum Development 4.200
Controversial Issues 4.800
Religion in the Curriculum 4.804

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Home Schools	Descriptor Code: 6.202	Issued Date: 12/15/22
		Rescinds: 6.202	Issued: 07/07/22

1 *General*

2 A home school is a school conducted or directed by parent(s)/guardian(s) for their own children. Home
3 schools which teach grades K-12 where the parent(s)/guardian(s) are associated with an organization
4 that conducts church-related schools¹ are exempt from the following provisions but shall follow
5 procedures issued by the State Department of Education.

6 A parent/guardian wishing to conduct a home school shall meet the following requirements:²

- 7 1. Provide annual notice to the Director of Schools before the commencement of each school year of
8 the intent to conduct a home school;
- 9 2. Submit to the Director of Schools the name, number, age, grade level of children involved, location
10 of the school, curriculum to be offered, proposed hours of instruction, and qualifications of the
11 parent-teacher;
- 12 3. Maintain attendance records, subject to inspection by the Director of Schools;
- 13 4. Submit attendance records to the Director of Schools at the end of each school year;
- 14 5. Provide instruction for at least four (4) hours per day for the same number of instructional days as
15 are required by state law;³
- 16 6. Possess a high school diploma, GED, or HiSET or a high school equivalency credential approved
17 by the State Board of Education;⁴
- 18 7. Cooperate in the administration to home school students of appropriate tests by the Commissioner
19 of Education/designee or by a professional testing service in grades five (5), seven (7), and nine (9);
- 20 8. Take actions according to state law if home school student falls behind appropriate grade level;
- 21 ~~9. Submit proof to the Director of Schools that the home school student has been vaccinated as required~~
22 ~~by state law;⁵~~
- 23 10. Submit proof to the Director of Schools that other health services and examinations as required by
24 state law have been received by the home school student; and
- 25 11. In the event of illness or inadequacy of the home school parent-teacher to teach a specific subject,
26 employ a tutor having the same qualifications as required of parent-teacher.

1 If one or more of these requirements are not met, the Board authorizes the Director of Schools to take
2 formal action to bring the child into compliance with the compulsory attendance law (until the child has
3 reached age seventeen (17), either in the home school or in a public, private, or church-related school).

4 **FACILITIES USE**

5 School facilities shall be available for home school instruction only when all of the following conditions
6 exist:

- 7 1. Special needs courses are being taught which require services unavailable to the home school
8 student;
- 9 2. These services cannot be provided through any means other than the schools;
- 10 3. Requests for services are made known by the home school parent when notice is given to the
11 Director of Schools of the intent to conduct a home school;
- 12 4. The Director of Schools investigates the request and makes recommendations to the Board;
- 13 5. No overcrowding, additional expenses, including providing transportation, or other special
14 situations which interfere with the normal operation of the school district shall be incurred; and
- 15 6. Approval by the Board shall be on a case-by-case basis.

16 **COCURRICULAR ACTIVITIES PARTICIPATION**

17 Students attending a home school in Rutherford County may participate in cocurricular (non-athletic)
18 activities at their zoned school when the following conditions are met:

- 19 1. The activity takes place outside of the school day; and
- 20 2. The principal of the zoned school gives approval for the student's participation.

21 Participation will not be permitted for activities that take place during class time/during the school day
22 (i.e., band class).

23 **INCLUSION OF HOMESCHOOLED STUDENTS IN JUNIOR RESERVE OFFICERS' 24 TRAINING CORPS UNITS (JROTC)**

25 Each public secondary educational institution that maintains a JROTC unit shall permit membership in
26 the unit to homeschooled students residing in the area served by the institution who are qualified for
27 membership in the unit.

28 **RECORD ACCESS**

29 The Director of Schools, through the Attendance Supervisor, shall have the attendance records of the
30 home school inspected at least two (2) times each school year in order to provide assistance in
31 implementing the compulsory attendance law.
32

1 STUDENT PERFORMANCE⁶

- 2 The Director of Schools shall develop administrative procedures regarding necessary consultations**
3 with home school parents in regard to student performance.

Legal References

1. TCA 49-50-801(a)
2. TCA 49-6-3050(b)
3. TCA 49-6-3004(a); TCA 49-6-3050(b)(3)
4. TCA 49-6-3050(b)(4); Public Acts of 2023, Chapter No. 114
5. TCA 49-6-5001
6. TCA 49-6-3050(b)(6)

Cross References

Compulsory Attendance Ages 6.201

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Code of Conduct	Descriptor Code: 6.300	Issued Date: 03/08/23
		Rescinds: 6.300	Issued: 08/08/22

1 The Board delegates to the Director of Schools the responsibility of developing specific codes of conduct
2 which are appropriate for each level of school.¹ Codes of conduct for students in pre-kindergarten or
3 kindergarten shall utilize alternative disciplinary practices such as restorative practices, RTI²B, multi-
4 teared system of supports, and behavior intervention plans. Exclusionary discipline shall only be used as
5 a measure of last resort.² The development of each code shall involve principals and staff members of
6 each level and shall be based on evidence-based behavior support and interventions.³

7 The following levels of misbehavior and disciplinary procedures and options are standards designed to
8 protect all members of the educational community in the exercise of their rights and duties and to
9 maintain a safe learning environment where orderly learning is possible and encouraged.⁴ These
10 misbehaviors apply to student conduct on school buses, on school property, and while students are on
11 school-sponsored outings. Staff members have the authority to enforce the code of conduct³ and shall
12 ensure that disciplinary measures are implemented in a manner that:⁵

- 13 1. Balances accountability with an understanding of traumatic behavior;
- 14
- 15 2. Teaches school and classroom rules while reinforcing that violent or abusive behavior is not
16 allowed at school;
- 17
- 18 3. Minimizes disruptions to education with an emphasis on positive behavioral supports and
19 behavioral intervention plans;
- 20
- 21 4. Creates consistent rules and consequences; and
- 22
- 23 5. Models respectful, non-violent relationships.

24 In order to ensure that these goals are accomplished, the school district shall utilize the following
25 trauma-informed discipline practices: restorative practices, RTI²B, multi-tiered system of supports, and
26 behavior intervention plans.

27 MISBEHAVIORS: LEVEL I

28 This level includes minor misbehavior on the part of the student which impedes orderly classroom
29 guidelines or interferes with the orderly operation of the school, but which can usually be handled by
30 an individual staff member.

31 *Examples (not an exclusive listing)*

- 32 • Classroom disturbances

- 1 • Classroom tardiness
- 2 • Cheating and lying
- 3 • Abusive language
- 4 • Failure to do assignments or carry out directions
- 5 • Wearing, while on the grounds of a public school during the regular school day,
- 6 clothing that exposes underwear or body parts in an indecent manner that disrupts the
- 7 learning environment⁶
- 8 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 9 cyber-bullying, and/or hazing)

10 *Disciplinary Procedures*

- 11 • The staff member intervenes immediately.
- 12 • The staff member determines what offense was committed and its severity.
- 13 • The staff member determines who committed the offense and if he/she understands the
- 14 nature of the offense.
- 15 • The staff member employs appropriate disciplinary options.
- 16 • The record of the offense and disciplinary action shall be maintained by the staff
- 17 member.

18 *Disciplinary Options (not an exclusive listing)*

- 19 • Verbal reprimand
- 20 • Special assignment
- 21 • Restricting activities
- 22 • Counseling
- 23 • Withdrawal of privileges
- 24 • Issuance of demerits
- 25 • Strict supervised study
- 26 • Detention
- 27 • In-school suspension
- 28 • Community service
- 29 • Reteaching of expectations
- 30 • Restorative practices
- 31 • Behavior contract
- 32 • Mediation
- 33 • Mentoring

34 **MISBEHAVIORS: LEVEL II**

35 This level includes misbehavior whose frequency or seriousness tends to disrupt the learning climate of
36 the school. These misbehaviors do not represent a direct threat to the health and safety of others but
37 have educational consequences serious enough to require corrective action on the part of
38 administrative personnel.

39 *Examples (not an exclusive listing)*

- 1 • Continuation of unmodified Level I misbehaviors
- 2 • School or class tardiness
- 3 • School or class truancy
- 4 • Using forged notes or excuses
- 5 • Disruptive classroom behavior
- 6 • Possession of a personal communication device when not authorized, if not drug related
- 7 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 8 cyber-bullying, and/or hazing)

9 *Disciplinary Procedures*

- 10 • The student is referred to the principal for appropriate disciplinary action.
- 11 • The principal meets with the student and the staff member.
- 12 • The principal hears the accusation made by the staff member and allows the student the
- 13 opportunity to explain his/her conduct.
- 14 • The principal takes appropriate disciplinary action and notifies the staff member of the
- 15 action.
- 16 • The record of offense and disciplinary action shall be maintained by the principal.

17 *Disciplinary Options (not an exclusive listing)*

- 18 • Teacher/schedule change
- 19 • Mediation
- 20 • Modified probation
- 21 • Behavior modification programs
- 22 • Peer counseling
- 23 • Referral to outside agency
- 24 • Transfer
- 25 • Detention
- 26 • Suspension from school-sponsored activities or from riding school bus
- 27 • In-school suspension
- 28 • Out-of-school suspension
- 29 • Referral for RTI²B
- 30 • Revision
- 31 • Reteaching of expectations
- 32 • Referral to Tier 2 behavioral supports
- 33 • Restorative practices
- 34 • Review and revision of a behavior plan
- 35 • Behavior contract
- 36 • Mentoring
- 37 • Community Service

1 MISBEHAVIORS: LEVEL III

2 This level includes acts directly against persons or property but whose consequences do not seriously
3 endanger the health or safety of others in the school.

4 *Examples (not an exclusive listing)*

- 5 ● Continuation of unmodified Level I and II misbehaviors
- 6 ● Fighting
- 7 ● Vandalism (minor)
- 8 ● Use, possession, sale, distribution, and/or being under the influence of tobacco, alcohol,
9 or a non-THC vape product
- 10 ● Use, possession, sale, or distribution of drug paraphernalia
- 11 ● Stealing
- 12 ● Threats to others (including staff)
- 13 ● Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
14 cyber-bullying, and/or hazing)
- 15 ● Elopement from classroom/school building
- 16 ● Possession of fireworks not deemed an explosive by law enforcement

17 *Disciplinary Procedures*

- 18 ● The student is referred to the principal for appropriate disciplinary action.
- 19 ● The principal meets with the student and the staff member.
- 20 ● The principal hears the accusation and allows the student the opportunity to explain
21 his/her conduct.
- 22 ● The principal takes appropriate disciplinary action.
- 23 ● The principal may refer the incident to the Director of Schools and make
24 recommendations for consequences.
- 25 ● If the student's program is to be changed, adequate notice shall be given to the student
26 and his/her parent(s)/guardian(s) of the charges against him, his/her right to appear at a
27 hearing, and his/her right to be represented by a person of his/her choosing.
- 28 ● Any change in school assignment is appealable to the Board.
- 29 ● The record of offense and disciplinary action shall be maintained by the principal.

30 *Disciplinary Options (not an exclusive listing)*

- 31 ● In-school suspension
- 32 ● Detention
- 33 ● Restitution from loss, damage, or stolen property
- 34 ● Out-of-school suspension
- 35 ● Social adjustment classes
- 36 ● Transfer
- 37 ● Referral to Tier 2 or 3 behavioral supports
- 38 ● Restorative practices
- 39 ● Review and revision of a behavior plan

- 1 • Behavior contract
- 2 • Mentoring
- 3 • Community Service
- 4 • Development of a safety plan

5 MISBEHAVIORS: LEVEL IV

6 This level of misbehavior includes acts which result in violence to another's person or property or
 7 which pose a threat to the safety of others in the school. These acts are so serious that they usually
 8 require administrative actions which result in the immediate removal of the student from the school,
 9 the intervention of law enforcement authorities, and/or action by the Board.

10 If a student's action poses a threat to the safety of others in the school, a teacher, principal, school
 11 employee, or school bus driver may use reasonable force when necessary to prevent bodily harm or
 12 death to another person.⁷

13 *Examples (not an exclusive listing)*

- 14 • Continuation of unmodified Level I, II, and III behaviors
- 15 • Death threats
- 16 • Extortion
- 17 • Vandalism
- 18 • Theft/possession/sale of stolen property
- 19 • Arson
- 20 • Sexual misconduct not resulting in a charge deemed a zero tolerance in Policy 6.309.
- 21 • Marketing/Possession/distribution/sale/transfer of any substance which is represented to
 22 be or is substantially similar in color, shape, size or markings to a controlled substance
- 23 • Possession/use/sale/transfer of alcoholic beverages
- 24 • Possession/distribution of any drug paraphernalia
- 25 • Use/transfer of unauthorized substances
- 26 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
 27 cyber-bullying, and/or hazing)
- 28 • Off-campus criminal behavior that results in the student being legally charged and/or
 29 convicted with a felony or with what would have been a felony if the student were an
 30 adult, and the student's continued presence in school poses a danger to persons or
 31 property, or disrupts the educational process.⁶

32 *Disciplinary Procedures*

- 33 • The principal confers with appropriate staff members and with the student.
- 34 • The principal hears the accusations and allows the student the opportunity to explain
 35 his/her conduct.
- 36 • The parent(s)/guardian(s) are notified.
- 37 • Law enforcement officials are contacted.
- 38 • The incident is reported, and recommendations are made to the Director of Schools.

- If the student's placement is to be changed, adequate notice of the charges shall be given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a hearing.

Disciplinary Options (not an exclusive listing)

- Other hearing authority or Board action which results in appropriate placement
- Long-term out-of-school suspension
- Expulsion up to one (1) year
- Alternative schools
- Other hearing authority or Board action which results in appropriate placement

MISBEHAVIORS: LEVEL V (ZERO TOLERANCE OFFENSES)

The below offenses have been deemed zero tolerance offenses under state law and by Board Policy. Except offenses deemed reasoned judgment offenses, notated with an asterisk, the below offenses shall result in an expulsion for a period of not less than one (1) calendar year, subject to modification by the Director of Schools on a case-by-case basis.⁸ Reasoned judgment offenses allow the principal to take into consideration intent and other factors to determine the appropriate level of discipline. For additional information, see Board Policy 6.309.

- Unlawfully using or being under the influence of any narcotic or stimulant drug, prescription drug, or any other controlled substance, controlled substance analogue, or legend drug⁹
- Possessing unlawfully any narcotic or stimulant drug, prescription drug, or any other controlled substance, controlled substance analogue, or legend drug⁹
- Sale/distribution/transfer of any narcotic or stimulant drug, prescription drug or any other controlled substance, controlled substance analogue, or legend drug⁹
- Possession of a firearm¹⁰
- Assault that results in bodily injury¹¹ upon any teacher, principal, administrator, any other employee of the school, or a school resource officer
- Aggravated assault¹²
- Bomb threat
- Threat of mass violence on school property or at a school-related activity¹³
- Possession of substances or devices deemed to be explosives by law enforcement
- Students charged with committing an on-campus violent felony listed in Board Policy 6.309
- Possession/use/transfer of dangerous weapons other than firearms.*
- Possession/use/transfer of other instruments and substances with the intent to do harm to self or others or in a manner that renders the item dangerous.*

Disciplinary Procedures

- The principal confers with appropriate staff members and with the student.
- The principal hears the accusations and allows the student the opportunity to explain his/her conduct.

- 1 • The parent(s)/guardian(s) are notified.
- 2 • Law enforcement officials are contacted.¹³
- 3 • The incident is reported, and recommendations are made to the Director of Schools.
- 4 • If the student's placement is to be changed, adequate notice of the charges shall be
- 5 given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a
- 6 hearing.

7 *Disciplinary Options*

- 8 • For zero tolerance offenses, expulsion for no less than one (1) year. Student may make
- 9 application for modification to the Director of Schools.
- 10 • For reasoned judgement offenses marked with an asterisk:
 - 11 ○ Suspension
 - 12 ○ Remandment
 - 13 ○ Expulsion up to one (1) year, with ability to apply for modification.

14 **ADDITIONAL GUIDELINES:**

- 15 1. A student shall not be suspended solely because charges are pending against him/her in
- 16 juvenile or other court, unless the charge is one identified in Policy 6.309 as a zero-tolerance
- 17 offense.
- 18 2. A principal shall not impose successive short-term suspensions that cumulatively exceed ten
- 19 (10) days for the same offense.
- 20 3. A teacher or other school official shall not reduce or authorize the reduction of a student's
- 21 grade because of discipline problems except in department or citizenship.
- 22 4. A student shall not be denied the passing of a course or grade promotion solely on the basis
- 23 of absences except as provided by Board Policy.
- 24 5. A student shall not be denied the passing of a course or grade promotion solely on the basis
- 25 of failure to:
 - 26 a. Pay any activity fee;
 - 27 b. Pay a library or other school fine; or
 - c. Make restitution for lost or damaged school property.

Legal References

1. TCA 49-6-4005
2. TCA 49-6-3024
3. TCA 49-6-2801
4. TCA 49-6-4002
5. TCA 49-6-4109
6. TCA 49-6-4009
7. TCA 49-6-4008
8. TCA 49-6-3401(g)(2); TCA 49-6-3402
9. TCA 39-17-454; TCA 53-10-101
10. 18 USCA § 921(a)(3); 20 USCA § 7961
11. TCA 39-13-101(a)(1)
12. TCA 39-13-102
13. TCA 49-6-4209; TCA 39-17-13-12; 20 USCA § 7961(h)(1); Public Acts of 2023, Chapter No. 299

Cross References

Traffic and Parking Controls 3.403
Procedural Due Process 6.302
Student Discrimination, Harassment, Bullying,
Cyber-bullying, and Intimidation 6.304
Title IX & Sexual Harassment 6.3041
Interference/Disruption of School Activities 6.306
Bus Safety and Conduct 6.308
Zero Tolerance Offenses 6.309
Dress Code 6.310
Corporal Punishment 6.314
Detention 6.315
Suspension 6.316
Safe Relocation of Students 6.4081

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Questioning, Interrogations, and Searches	Descriptor Code: 6.303	Issued Date: 05/04/21
		Rescinds: 6.303	Issued: 01/05/21

INTERROGATIONS QUESTIONING BY SCHOOL PERSONNEL

If a student is suspected or accused of misconduct or infraction of the student code of conduct, the principal may **interrogate question** the student, without the presence of parent(s)/guardian(s) or legal custodians.

INTERROGATIONS BY POLICE AT ADMINISTRATOR'S REQUEST

If the principal has requested assistance by law enforcement to investigate a crime involving his/her school, the police shall have permission to interrogate a student suspect in school during school hours. The principal shall first attempt to notify the parent(s)/guardian(s) or legal custodians of the student of the intended interrogation unless circumstances require otherwise. The interrogation may proceed without attendance of the parent(s)/guardian(s) or legal custodians; however, the principal or his/her designee shall be present during the interrogation unless required to leave by law enforcement.¹

POLICE-INITIATED INTERROGATIONS

If the police deem circumstances of sufficient urgency to interrogate students at school for unrelated crimes committed outside of school hours, the police department shall first contact the principal regarding the planned interrogation, inform him/her of the probable cause to investigate. The principal shall make reasonable effort to notify the parent(s)/guardian(s) or legal custodians of the interrogation unless circumstances require otherwise. The interrogation may proceed without attendance of the parent(s)/guardian(s) or legal custodians. The principal or his/her designee shall be present during the interrogation unless required to leave by law enforcement.¹

SEARCHES BY SCHOOL PERSONNEL^{1,2}

General

Staff have the duty to report to the principal any reasonable suspicion that a student is in possession of or is carrying a dangerous weapon on school grounds or within any school building or is using or in possession of drugs.

The principal has the duty to report any violations to the appropriate law enforcement officer. Any dangerous weapon or drug discovered by the principal or other staff member in the course of a search shall be turned over to the appropriate law enforcement officer for proper disposal.

1 *Searches of Students*

2 A student may be subject to a physical search due to the results of a locker search or because of
3 information received by staff if such action is reasonable by the principal.

4 *Searches of Vehicles, Lockers, and Enclosures*

5 Depending on the circumstances, a principal may order that vehicles parked on school property by
6 students, lockers, or other enclosures used for storage by students and other areas accessible to students
7 be searched in the principal/designee's presence.

8 Lockers shall be assigned to each individual student at the beginning of the year. Students are not
9 permitted to change locker assignments unless permission is given by the principal. Students shall be
10 notified at the beginning of the school year that lockers are subject to being searched.

11 Individual circumstances requiring a search may include incidents on school property, including school
12 buses, involving, but not limited to, the use of dangerous weapons, drugs or drug paraphernalia by
13 students, information received from law enforcement indicating a pattern of drug dealing or drug use by
14 students of that school, any assault or attempted assault on school property with dangerous weapons, or
15 any other actions or incidents known by the principal that give rise to reasonable suspicion that dangerous
16 weapons, drugs, or drug paraphernalia are on school property.

17 The principal shall ensure that notice is posted on school campus that vehicles parked on school property,
18 lockers, or other enclosures used for storage by students are subject to being searched.

19 **USE OF ANIMALS**

20 When necessary, dogs or other animals trained to detect drugs or dangerous weapons may be used in
21 conducting searches, but the animals shall be used only to pinpoint areas which need to be searched and
22 shall not be used to search the persons of students or visitors.

23 **METAL DETECTORS**

24 Metal detectors may be used in searches, including hand-held models that are passed over or around a
25 student's body, and students, containers, and packages may be required to pass through a stationary
26 detector.

27 The principal shall ensure that all metal detectors are maintained and calibrated in accordance with the
28 manufacturer's directions and are stored appropriately.

1 Metal detectors shall be used at times as determined by the principal. Building administrators will be
2 present anytime the equipment is in use and will ensure that the equipment is being used appropriately.

3 Before scanning an individual, he/she will be asked to remove all metal objects. If a metal detector
4 activates on an item, the individual will be asked again to remove the item for inspection. If the individual
5 refuses to remove the item and police are not present, the police and the school resource officer will be
6 called, and the individual will be escorted from the building.

7

Legal References

1. TCA 49-6-4203(b)
2. TCA 49-6-4201 *et seq.*; Tenn. Op. Att’y Gen. No. 14-21 (February 24, 2014)

Cross References

Procedural Due Process 6.302
Reporting Child Abuse 6.409

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Zero Tolerance Offenses	Descriptor Code: 6.309	Issued Date: 03/08/23
		Rescinds: 6.309	Issued: 05/04/21

1 ZERO TOLERANCE OFFENSES¹

2 State law and/or the Rutherford County Board of Education has classified certain offenses as requiring
3 a mandatory minimum of one (1) calendar year suspension upon a determination by the Principal that a
4 student has committed one (1) of these offenses, commonly referred to as zero tolerance offenses.
5 These offenses are threats to the health and safety of staff and students and intolerably disruptive to the
6 educational process. The following are offenses that automatically result in a suspension of not less
7 than one (1) calendar year, except as otherwise prohibited by federal law for students with disabilities.
8 On a case-by-case basis, the Director of Schools may modify the suspension through a request for
9 modification:

- 10 1. **DRUGS.**² Students shall not unlawfully possess, handle, transmit, use, be under the
11 influence of, share, or sell any drugs, or any controlled substances, on school grounds, at
12 school-sponsored events, or on school buses. “Drug” means any controlled substance,
13 controlled substance analogue, marijuana, legend drug or any other substance whose
14 possession or use is regulated in any manner by any governmental authority. Exception:
15 Use of tobacco products is not a zero tolerance offense. See Board Policy 1.803
16 (Tobacco/Free Schools).
- 17 2. **FIREARMS.**³ Students shall not possess, handle, transmit, use, or attempt to use firearms
18 on school grounds, at school-sponsored events, or on school buses. This zero tolerance
19 policy applies irrespective of whether the firearm is loaded or unloaded.
- 20 3. **ASSAULT OF EMPLOYEE/SRO.** Students shall not commit aggravated assault⁴ or
21 assault that results in bodily injury upon any teacher, principal, administrator, any other
22 employee of the school, or school resource officer.⁴
- 23 4. **THREATS OF MASS VIOLENCE.** Students shall not make threats of mass violence on
24 school property or at a school-related activity.⁵
- 25 5. **BOMB THREATS.** Students shall not make, aid, or encourage the making of a bomb
26 threat or bomb threat hoax.
- 27 6. **POSSESSION OF EXPLOSIVES.** Any student found in possession of any destructive
28 device, which includes any explosive, incendiary device or poison gas, including bombs,
29 grenades, rockets, missiles, mines or similar devices shall be subject to the zero tolerance
30 policy. Possession of fireworks altered or modified to constitute an explosive may be
31 considered a zero tolerance offense only if the altered fireworks are identified as an
32
33
34
35
36

explosive by law enforcement officials. For general possession of fireworks not deemed an explosive by law enforcement, see Board Policy 6.300.

7. **ON-CAMPUS FELONIES.**⁶ Any student who commits any of the following felonies on school grounds, at school-sponsored events, or on school buses and is subsequently charged with said felony will be subject to the zero tolerance policy. These crimes inherently create a serious risk to the health and safety of staff and students, and extraordinarily disrupt the educational process. Off-Campus criminal behavior is addressed in Board Policy 6.300:

- a. Rape (including aggravated)
- b. Murder (including attempted)
- c. Robbery (including aggravated or especially aggravated)
- d. Kidnapping (including aggravated)
- e. Aggravated Assault (Student does not have to be charged to be a zero tolerance if elements of TCA 39-13-102 met)
- f. Felony Reckless Endangerment
- g. Sexual Battery (including aggravated)
- h. Carjacking

REASONED JUDGMENT OFFENSES

State law and the Rutherford County Board of Education has identified other zero tolerance offenses that, depending on the individual circumstances, may warrant a reasoned judgment by the Principal in assigning discipline. These offenses may result in suspension, remandment, or expulsion up to one (1) year. Students subject to expulsion may apply for modification to the Director of Schools utilizing the same process as zero tolerance offenses listed above:

- 1. **WEAPONS OTHER THAN FIREARMS.** State law allows the school administrator to use reasoned judgment when determining the punishment for the possession, use, handling and/or transmission of items that may be classified as weapons other than firearms. The definition of a weapon is broad since any object that could be used to inflict harm or injury to another falls into that category. In determining punishment, the Principal will consider the object determined to be the weapon, the circumstances surrounding the incident, and the intent of the student charged with the weapons offense when making his/her decision. The Principal may assign punishment, including remandment or suspension up to one (1) calendar year based on these considerations. If a student is suspended for the maximum time of one (1) year, the student and/or his/her parent/guardians may make application for modification to the Director of Schools.
- 2. **OTHER INSTRUMENTS AND SUBSTANCES.** Students are further forbidden to be in possession of or use any instruments or substances, including but not limited to nonprescription drugs, chemicals, inhalants, pencils, scissors, razors or compasses, with the intent to do harm to self or others or in a manner which renders the item dangerous in school buildings or on school grounds, or on any grounds used for school purposes at any

1 time, or in school vehicles and/or buses or off the school grounds at a school-sponsored
2 activity, function or event.

3

4 **NOTIFICATION**

5 When it is determined that a student has violated this policy, the principal of the school shall notify the
6 student's parent(s)/guardian(s) and the criminal justice or juvenile delinquency system as required by
7 law.⁷

Legal References

1. TCA 49-6-3401(g); TCA 39-17-1309; TCA 49-6-4209; 18 USC 921
2. TCA 49-6-4202; TCA 53-10-101
3. 18 USC 921
4. TCA 49-6-3401(g)(1)(B)
5. Public Acts of 2023, Chapter No. 299
6. TCA 49-6-3401(a)(14)
7. TCA 49-6-4209; TCA 39-17-1312; 20 USCA § 7961(h)(1)

Cross References

- Drug-Free Schools 6.307
- Discipline Procedures 6.313
- Suspension/Expulsion/Remand 6.316

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Alternative Education	Descriptor Code: 6.319	Issued Date: 03/08/23
		Rescinds: 6.319	Issued: 09/03/20

1 *General*¹

2 The Board shall operate an alternative school and/or program for students in grades seven through
3 twelve (7-12) who have been suspended or expelled from the regular school program. Additional
4 grades may also be served at the election of the Board.

5 An alternative school is a short-term intervention program designed to provide educational services
6 outside the regular school program for students who have been suspended or expelled. The alternative
7 school is located in a separate facility from the regular school program.

8 An alternative program is a short-term intervention program designed to provide educational services
9 outside the regular school program for students who have been suspended or expelled. Alternative
10 programs may be located within the regular school or be a self-contained program within a school.
11 Alternative programs shall include, but are not limited to, the following: in-school suspension, night
12 school, Saturday school, school-specific programs, etc.

13 The alternative school and/or program shall be operated in accordance with state laws and the rules of
14 the State Board of Education, and instruction shall proceed as nearly as practicable in accordance with
15 the instructional program at the student's regular school. The Director of Schools shall develop
16 procedures that provide appropriate educational opportunities for all students assigned to the
17 alternative school or program. These educational opportunities shall adhere to Tennessee's academic
18 standards.²

19 **ASSIGNMENT**

20 Students who have been suspended for more than ten (10) days or expelled shall be assigned to the
21 alternative school or program if there is staff and space available.³ Availability of staff and space shall
22 be determined at the time the disciplinary decision is rendered. The Director of Schools/designee shall
23 make this determination by evaluating factors including, but not limited to, the following:

- 24 1. Level of supervision available;
- 25 2. Safety considerations; and
- 26 3. Type of infraction.
- 27
- 28
- 29

1 The Director of Schools/designee is not required to assign a student to the alternative school or program
2 if the student committed one of the following:

3 1. A zero tolerance offense;⁴ or

4

5 2. An offense of violence or threatened violence, or an offense that threatened the safety of other
6 students at the school, if the location of the alternative school or program is on the same grounds
7 as the school from which the student was disciplined or assigning the student to that location
8 would endanger the safety of the students or staff.⁵

9 Consideration to assign these students to the alternative school or program will be determined by the
10 Director of Schools/designee on a case-by-case basis.

11 Prior to the assignment of the student to the alternative school or program, the Director of
12 Schools/designee shall provide written notice to the student's parent/guardian stating the reason for the
13 student's placement.

14 Placement in an alternative education setting shall be reserved for students who significantly disrupt
15 the educational process. If a student has an active Individualized Education Plan, a 504 plan, or is
16 suspected of having a disability, all state and federal laws and rules and regulations related to special
17 education shall be followed. The Director of Schools/designee shall develop procedures regarding
18 placement of students in the program, taking into consideration the impact of exclusionary discipline
19 practices.⁶

20 The Director of Schools/designee shall monitor and regularly evaluate the academic progress of each
21 student enrolled in the alternative school.

22 **REMOVAL⁷**

23 A student may be removed from the alternative school or program if:

24 1. He/she violates the rules of the alternative school or program; or

25

26 2. He/she is not benefitting from the assignment and all interventions have been exhausted
27 unsuccessfully.

28 **ADDITIONAL OFFENSES⁸**

29 Any new disciplinary offense committed during a student's original suspension or expulsion period
30 shall be treated as a new and separate offense. These offenses shall not constitute an extension of the
31 original suspension or expulsion.

32 **TRANSITION PLAN⁹**

33 The Director of Schools/designee shall develop procedures regarding the implementation of transition
34 plans for the integration of students assigned to the alternative school.

35

1

2

Legal References

1. TCA 49-6-3402(a); TRR/MS 0520-01-02-.09
2. TRR/MS 0520-01-02-.09(9)(a)
3. TCA 49-6-3402(c)(1)(A)
4. TCA 49-6-3402(c)(1)(B); TRR/MS 0520-01-02-.09(6)(a)
5. TRR/MS 0520-01-02-.09(9)(i); Public Acts of 2023, Chapter no. 279
6. TRR/MS 0520-01-02-.09(9)(h)
7. TCA 49-6-3402(c)(2)(B)
8. TRR/MS 0520-01-02-.09(9)(g)(2)
9. TRR/MS 0520-01-02-.09(m)

Cross References

Special Education 4.202
Suspension 6.316
Student Disciplinary Hearing Authority 6.317
Special Education Students 6.500

Rutherford County Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Student Surveys, Analyses, and Evaluations	Descriptor Code: 6.4001	Issued Date: 08/13/15
		Rescinds: 6.4001	Issued: 06/05/14

1 Surveys, analyses, and evaluations for research purposes shall be allowed by the Board when the
2 project is viewed as contributory to a greater understanding of the teaching-learning process, the
3 project does not violate the goals of the Board, and the disruption of the regular school program is
4 minimal. The director of schools shall develop administrative procedures for approving requests for
5 conducting surveys, analyses, or evaluations by agencies, organizations or individuals. The requests
6 shall outline what is to be done, who is to be involved and how the results will be used and
7 distributed.¹

8 Prior to the dissemination of a survey, analysis, or evaluation to students, parents/guardians shall be
9 notified of their ability to review the materials.¹ Such notification shall include information indicating
10 the purpose of the survey, analysis, or evaluation as well as who will have access to the results.
11 ~~Following such notification and prior to the administration of the survey, analysis, or evaluation,~~
12 ~~parents/guardians may opt their child out of participation.~~ The survey, analysis, or evaluation shall
13 only be administered to students under the age of eighteen (18) whose parent(s)/guardian(s) provide
14 written, informed, and voluntarily signed consent. A student who is eighteen (18) years of age or older
15 may participate after he/she provides written, informed, and voluntarily signed consent. The Director
16 of Schools shall develop procedures for granting such parental requests and to implement the other
17 provisions of this policy.⁵

18 No student shall be required, as part of any program, to submit to a survey, analysis or evaluation that
19 reveals information concerning:^{2,5}

- 20 1. Mental or physiological problems of the student or the student's family;
- 21 2. Sexual behaviors or attitudes;
- 22 3. Illegal, anti-social, self-incriminating, or demeaning behavior;
- 23 4. Critical appraisals of other individuals with whom respondents have close family relationships;
- 24 5. Legally privileged relationships;
- 25 6. Income; or
- 26 7. the collection of student biometric data involving the analysis of facial expressions, EEG brain
27 wave patterns, skin conductance, galvanic skin response, heart-rate variability, pulse, blood
28 volume, posture, and eye tracking.

29 without the prior consent of the student (if the student is an adult or emancipated minor), or in the case
30 of an unemancipated minor, without the prior consent of the parent.⁵

31 The collection of the following student data is strictly prohibited:

- 32 1. Political affiliation or voting history;

- 1 2. Religious practices; and
2 3. Firearm ownership.

3

4 **COLLECTING, DISCLOSING OR USING INFORMATION FOR MARKETING**³

5 In general, the district will not collect, disclose or use personal student information for the purpose of
6 marketing or selling that information or otherwise providing that information to others for that
7 purpose.

8 If any collected information is to be marketed or sold, parents will be directly notified at least annually
9 at the beginning of the school year of the specific or approximate dates when such information will be
10 collected. Parents, upon request, may inspect any instrument used to collect personal information for
11 the purpose of marketing or selling that information before the instrument is administered or
12 distributed to the student. All parents and students of appropriate age may decline to provide the
13 information requested.

14 This portion of the policy does not apply to the collection, disclosure or use of personal information
15 collected from students for the exclusive purpose of developing, evaluating or providing educational
16 products or services for or to students or educational institutions to the extent allowed by law, such as
17 the following:⁴

- 18 1. College or other postsecondary education recruitment or military recruitment.
- 19 2. Book clubs, magazines and programs providing access to low-cost literary products.
- 20 3. Tests and assessments used by elementary schools and secondary schools to provide
21 cognitive, evaluative, diagnostic, clinical, aptitude or achievement information about students
22 (or to generate other statistically useful data for the purpose of securing such tests and
23 assessments) and the subsequent analysis and public release of the aggregate data from such
24 tests and assessments.
- 25 4. The sale by students of products or services to raise funds for school-related or education
26 related activities.
- 27 5. Student recognition programs.

Legal References

1. TCA 49-2-211
2. 20 USCA § 1232h
3. No Child Left Behind, Part F § 1061 (1)(E) & (F) & (2)
4. No Child Left Behind, Part F § 1061 (4)(A)
5. TCA 49-2-211

Cross References

Testing Programs 4.700

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Physical Examinations and Immunizations	Descriptor Code: 6.402	Issued Date: 07/22/21
		Rescinds: 6.402	Issued: 01/05/21

1 **PHYSICAL EXAMINATIONS¹**

2 The principal shall ensure that there is a complete physical examination of each student prior to:²

- 3 1. Entering school for the first time. This applies to kindergarten, first grade and other students for
4 whom there is no health record. However, the enrollment of any student deemed to be homeless
5 may not be denied or delayed because of the student's lack of a medical examination or
6 immunization records.
- 7 2. Participation as a member of any athletic team or in any other strenuous physical activity program.
8 A physical shall be required prior to any level of participation on athletic teams including, but not
9 limited to, on- or off-season conditioning, practices, and/or games.

10 Cost of the examination shall be borne by the parent or guardian of the student and the exam must have
11 been completed within one year prior to the enrollment or participation. These records shall be on file
12 in the principal's office.

14 Screening tests as required by the Tennessee Department of Education and the Department of Health
15 will be conducted. Parent(s)/guardian(s) will receive written notice of any screening result that indicates
16 a condition that might interfere with the student's progress. ~~The school district will not conduct physical
17 examinations of a student without parental consent or by court order, unless the health or safety of the
18 student or others is in question.~~³ Parents will receive notification prior to any health screening.
19 Parent(s)/guardian(s) may excuse their student from participating in health screenings that are part of a
20 coordinated school health program by submitting a request in writing to the school nurse, instructor,
21 school counselor, or principal.³

22 **IMMUNIZATIONS**

23 No students entering school, including those entering kindergarten or first grade, those from out-of-state
24 and those from nonpublic schools, will be permitted to enroll (or attend) without proof of immunization,
25 as determined by the Commissioner of Health unless circumstances outlined in state or federal law
26 prevent a student from producing such records. It is the responsibility of the parents or guardians to have
27 their children immunized and to provide such proof to the principal of the school which the student is to
28 attend.⁴

1 Exceptions will be granted to any child whose parent or guardian shall file with school authorities a
2 signed, written statement that such measures conflict with one of the following:

- 3 1. His/her religious tenets and practices if in the absence of an epidemic or immediate threat of an
4 epidemic*; or
- 5
- 6 2. Due to medical reasons if such child has a written statement from his/her doctor excusing him
7 from such immunization.⁶

8 ~~*Regardless of epidemic or pandemic status, religious exemptions related to vaccinations for COVID-~~
9 ~~19 or any variants will be accepted by RCS in compliance with state law, if RCS ever required such a~~
10 ~~vaccine.⁵~~

11

12 Furthermore, the enrollment of any student deemed homeless may not be denied or delayed because of
13 the student's lack of a medical examination or immunization records.

14 Proof of exceptions will be in writing and filed in the same manner as other immunization records.

15 A list of transfer students shall be kept at each school throughout the school year in order that their
16 records can be monitored by the Department of Health.

Legal References

1. 20 USCA § 1232h(c)
2. TRR/MS 0520-1-13-.01(1)(a)
3. Public Acts of 2023, Chapter No. 353; Tennessee School Health Screening Guidelines,
https://www.tn.gov/content/dam/tn/education/csh/csh_school_health_screening_guidelines.pdf
; 20 USCA § 1232h(c)(2)(C)
4. TCA 49-6-5001(a),(c)
5. TCA 49-6-5001(b)(2), Public Acts of 2021, Chapter No. 513
6. TCA 49-6-5001(c)(2)

LEASE AND RENTAL AGREEMENT

Parties

This LEASE AGREEMENT made and entered into this 12th day of July 2023 by and between the Wesley Foundation at MTSU (hereinafter referred to as Wesley) and Rutherford County Schools — Transition Academy (hereinafter referred to as RCS).

WITNESSETH

That Wesley hereby leases unto RCS, and RCS leases from Wesley, the following described real property hereinafter sometimes referred to as the Premises.

Premises

Wesley House II
1607 Elrod Street, Murfreesboro, TN 37130

Term

That for and in consideration of the deposit and rent herein reserved and of the covenants herein contained, on the part of RCS to be paid, kept and observed and performed, Wesley does hereby, lease and rent unto RCS the above-described rental unit for the term 24 months commencing on August 1, 2023 and ending at noon on July 31, 2025. The monthly rental will be \$1,650.00 for August 2023 – July 2024 and will increase to \$1,800.00 for the remainder of the lease (August 2024 – July 2025). This rental includes unlimited temporary parking passes. A parking pass does not guarantee a space, but allows someone to park in the Wesley lot without receiving a ticket.

Rent

The first and all succeeding payments are to be made on or before the first day of the month in which they are due. Payments over 5 days late, by the close of regular office hours, shall include a service charge of \$25.00 payable in addition to the regular rent owed. Thereafter, there shall also be a service charge of \$3.00 per day until the rent is received. Late fee will start from the first day of the month and continue until rent is paid

USE

RCS will not do or suffer to be done in or upon said premises any act or thing which shall or become a nuisance or annoyance to the public or to adjoining neighbors. RCS shall not use or permit the use of the premises for any unlawful purposes.

Utilities

All utilities (electric, water & gas) are the responsibility and to be paid by RCS for deposits and all utility charges.

Lease Renewal

Written notice must be given to the Wesley by March 1, 2025 (during the academic year) of the RCSs desire to renew the lease. Verbal notice will not be acceptable. This agreement can be renewed by mutual consent of the Wesley and RCS. If not renewed by RCS in writing this becomes a month-to-month rental agreement.

Smoke Detector

It is the responsibility of the owner to furnish a smoke detector. RCS agrees there is one in the unit and that it was checked at the time it was leased. RCS agrees to keep the batteries updated in the smoke detector at his own expense.

Right to Inspect and Show Property

Wesley or their agent shall be permitted to enter the premises at reasonable times to inspect the condition of the property or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof. Wesley (or agent) will make a reasonable effort to contact the RCS prior to entering the premises. However, if the RCS was unable to be reached, or unresponsive, Wesley (or agent) shall be able to enter the property without notice for the purposes described above without trespass.

Assignment

RCS shall not assign this Lease Agreement, or any interest herein, and shall not sublet the said premises, or any part thereof, or any right or privilege RCS thereto, or suffer any other person (the agents, servants, customers of lessee excepted) to occupy or use the said premises, or any portion thereof.

Alterations

The RCS shall not make any alterations or additions to any of the premises without the written consent of the Wesley; and if any such are made, they shall be forfeited to the Wesley upon termination, unless otherwise agreed in writing.

Animals/Pets

Animals/Pets, except for service animals, are not allowed inside or outside of the house,

Binding Effect

The terms of this Lease Agreement shall be binding upon the heirs, representatives, and assigns of the parties hereto, and any pronoun or gender used herein shall apply to the parties as appropriate. The term "Wesley" shall also refer to Wesley's duly authorized agent.

Insurance

All personal property placed in or moved to the premises shall be at the risk of the RCS or owner of said personal property, and Wesley shall not be liable for any

damage to or loss of said personal property. IT IS SUGGESTED THAT RCS CARRIES RENTERS INSURANCE TO COVER PERSONAL PROPERTY.

Termination

If said premises are damaged by fire or by elements or by any act of God such as to make the premises untenable, this Lease Agreement shall be considered to be immediately terminated; in such case, Wesley shall prorate the rent and refund or collect the appropriate rent as may be due at the time of such termination.

Attorney's Fees

In the event of the employment by the Wesley of any attorney to collect any rents due or to protect the interest of Wesley in the event of a breach or default by the RCS of any of the terms and conditions of the Lease Agreement, RCS will pay to Wesley the reasonable fees of such attorney, court costs, collection agencies and such fee shall be forthwith due and payable upon demand, and shall constitute additional rent due and payable by the RCS hereunder.

Abandonment of Premises

If, upon the termination of this lease or abandonment of the premises by RCS, RCS abandons or leaves any property in or upon the premises, Wesley shall have the right, without notice to RCS, to store or otherwise dispose of the property at RCS's expense, without being liable in any respect to the RCS as regards to said property in any way.

Default

It is expressly agreed by and between the RCS and Wesley that, in the event the RCS defaults on the payment of the rental monies herein described, or shall make default or breach any covenant herein contained or incorporated herein by reference, and such default or breach shall not be remedied in one week, then Wesley, in addition to and not in limitation of any other rights and remedies available to the Wesley under applicable law, may declare this Lease Agreement and all rights of the RCS hereunder as terminated. Wesley may re-enter and re-take the premises without terminating this Lease Agreement and re-rent the same. RCS shall remain liable for any deficiency in the net rents thereafter received by Wesley for the remainder of the original term or renewal term hereof as the case may be. (In the event the RCS has created or allowed a situation to develop which, in the Wesley's opinion, places the premises in imminent danger of serious damage, then the one-week grace period to cure the default shall be reduced to whatever minimum amount of time, in the Wesley's opinion, is necessary to cure the problem, or waived entirely in favor of immediate re-taking of the premises to insure its protection.) Wesley shall also have the express right to remove any content from the premises and/or remove the RCS, and those claiming under RCS and their effects, without being guilty of any trespass. The RCS covenants that, in the event this lease is terminated, they will be liable for, and will indemnify and hold harmless Wesley against any loss of rent, damage to said premises, the cost of cleaning, moving and storing any of RCS's personal effects and/or other costs involved in getting premises in condition to re-lease. In this connection, the

RCS by this security agreement grants to the Wesley a security interest in and to all the personal property, including but not limited to, the furniture, appliances, personal effects and contents located upon or in said premises as collateral for the rents and fees due, and damage caused to the premises, and any other costs and fees due, any damage caused to the premises, and any other costs and fees involved in preparing the premises for re-lease and in re-leasing the same, all in accord with Tennessee Code Annotated Section 47-9-101 -et seq.

Maintenance

The RCS accepts the property in the present condition thereof, agrees to keep and maintain the same in as good a condition as at present, sanitary, and free from debris, danger of fire or any nuisance, to commit to no acts of destruction, or other acts tending to injure or deface the property, or which may invalidate the insurance or increase the rates thereon, and at the expiration of the lease will deliver the same without notice to the Wesley in as good a condition as when received; loss by acts of God and ordinary wear are expected.

Lawn Care

The Wesley Foundation will provide lawn care

Bad Checks

RCS agrees to pay a \$30.00 service charge to Wesley for any check made payable to Wesley that is returned unpaid. This is in addition to late charges for rent which shall not be considered paid until the check is made good. After one bad check has been tendered, the RCS can no longer pay rent by personal check. All future payments must be made by money order or cashier's check.

Lock Out Fee & Lost Keys

In the event RCS requires a key from Wesley due to not having access to his/her own issued keys, there will be a \$5.00 fee, plus an additional \$10.00 if Wesley is required to personally deliver key. There will be a \$15.00 charge for lost keys.

Condemnation

If the leased premises are condemned for public use, or if such a portion is condemned so as to prevent RCS from using the leased premises in substantially the same manner as heretofore used, this lease will terminate on the day prior to the vesting of title in the condemning authority. If a portion of the leased premises is taken or condemned, and if such taking does not prevent RCS from using the leased premises in substantially the same manner as heretofore used, then this lease shall terminate as to the portion of the leased premises taken on the day prior to the vesting of title in the condemning authority, but shall continue in effect as to the portion of the leased premises not taken. After the date RCS surrenders possession of the portion taken, the

rent payable hereunder will be reduced in proportion to the decrease in the fair rental value of the leased premises.

Headings

The heading of each section contained herein are used for quick reference purpose only and shall not be used to determine the obligation set out in each section.

Lease Rules

THE RENTAL RATE STATED IN THE LEASE IS BASED ON THE ASSUMPTION THAT RCS WILL BE RESPONSIBLE FOR THE FOLLOWING REQUIREMENTS WHERE APPLICABLE.

1. Damaged windows, doors and screens shall be RCS's financial responsibility.
2. Do not use "stick-ups" or adhesive tapes to put pictures, posters, small nails and tacks, etc. on the walls. Use only approved wall hangers.
3. Bugs: We will deliver to RCS a unit free of bugs. If RCS finds any active infestation during the first week of occupancy, we will re-treat. Afterwards, it is RCS's responsibility to keep the house bugs free. Do not use powdered poisons.
4. Wesley reserves the right to monthly inspections of premises.
5. There is to be a NO SMOKING rule in the house and grounds, in order that respect for the non-smoking will be maintained by anyone on the premises. This includes any type of tobacco and vaping.
6. RCS is responsible for stopped up drains and toilets because the reason for the stoppage is nearly always RCS caused. If the problem turns out to be obviously non RCS caused, such as tree roots clogging the sewer line, then Wesley will assume responsibility.
7. RCS is not to paint or change any colors without written permission from Wesley.
8. Filters: RCS must provide and regularly replace filters on air conditioning and/or central heat and air units. Filters should be cleaned or replaced once a month. Neglecting this could cause damage to the unit, unnecessary repair costs and also inconvenience to RCS. A clean filter will also save RCS fuel costs by keeping the unit working under optimum efficiency.
9. Parking: Do not park large trucks or vehicles in the yard overnight. Do not leave "Junker's" on the premises (vehicles that are inoperable for over one month). Parking is only for RCS's vehicles and staff vehicles.
10. All payments must be by good check or money order.... NO CASH. Cash payments increase our risk of theft, bookkeeping mistakes, insurance and/or bonding of employees, and irreplaceable loss.
11. RCS guest or other person under the RCS's control SHALL NOT engage in criminal activity, including drug-related criminal activity, on or near the dwelling unit, "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use

- a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- 12 RCS or guest or other person under the RCS's control SHALL NOT engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near the dwelling unit. RCS or guests WILL NOT permit the dwelling to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
 - 13 RCS WILL NOT engage in the manufacture, sale or distribution of illegal drugs, whether on or near the dwelling unit or otherwise.
 - 14 RCS, or guest or other person under the RCS's control SHALL NOT engage in acts of violence or threats of violence including, but not limited to, the unlawful discharge of firearms, on or near the dwelling unit.
 - 15 VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

Abandonment

RCS must notify Wesley of any anticipated extended absence from the premises in excess of seven (7) days. Notice shall be given on or before the first day of any extended absence. When away from the premises during the winter months RCSs are to leave sufficient heat on to prevent plumbing system from freezing. RCS's unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. Wesley is then expressly authorized to enter, remove and store all personal items belonging to RCS and others (at RCS's expense). If RCS does not claim said personal items within an additional thirty (30) days, Wesley may sell or dispose of said personal items and apply the proceeds of said sale to the unpaid rent, damage storage fees, sale costs, court costs, advertisements and attorney fees. Any balances are to be held by Wesley for the RCS for a period of six (6) months subsequent to the sale date and thereafter forfeited to the Wesley. Wesley reserves the right at any time to make additional rules and to make such changes to the rules and regulations as needed

Acknowledgment

RCS HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT AND THE RULES AND REGULATIONS. RCS UNDERSTANDS AND AFFIRMS THAT THE RCS WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT. RCS SHALL SAVE THE AGENT HARMLESS FROM ALL SUITS AND DAMAGES IN CONNECTION WITH THE BUILDING REGARDING PERSONAL SECURITY.

Use of Wesley Foundation Building

Wesley agrees to the use of the Wesley Foundation building at 216 College Heights Street by RCS for programming. The scheduling of all programming and activities will be coordinated with the Wesley staff.

Handicap Ramp

A handicap ramp may be constructed by Rutherford County Schools to the entrance of the house provided the ramp does not involve structural changes to the house. The design of the ramp will be approved by Wesley. Wesley does not offer any assurance that the house meets all requirements to be handicapped accessible. The ramp will be removed by RCS when RCS vacates the premises.

Summer Usage

To prevent damage to the house over the summer months, Wesley requests that RCS will either use the house over the summer or work out some way for it to be maintained during the summer months. Wesley is willing to discuss options and ways they can help with this.

Signed

WESLEY
Wesley Foundation Executive
Director

RUTHERFORD COUNTY
SCHOOLS

Title:

print name

print name

signature

signature

date

date

From: Trey Lee <leetr@rcschools.net>
Sent: Thursday, June 29, 2023 10:02 AM
To: Tammy Sharp <SharpT@rcschools.net>; Caleb Tidwell <TidwellC@rcschools.net>; Shelia Bratton <BrattonS@rcschools.net>; Katie Darby <DarbyK@rcschools.net>; Claire Maxwell <MaxwellC@rcschools.net>; Frances Rosales <RosalesF@rcschools.net>; Coy Young <youngco@rcschools.net>; James Sullivan <SullivanJa@rcschools.net>; jreed@mborolaw.com
Cc: Kelly Chastain <ChastainK@rcschools.net>; Brian Runion <RunionB@rcschools.net>; Andrea Anthony <AnthonyA@rcschools.net>; Monika Ridley <RidleyM@rcschools.net>; James Evans <evansj@rcschools.net>
Subject: 814 South Church street

Good morning to all,
Attached you will find the information requested from our review of the 814 South Church Building. The report from Frost showing active mold in the basement is not surprising. We encounter this throughout the spring and summer in our schools. We would recommend normal procedures for remediation to include cleaning, disinfecting and dehumidification. As part of the overall building HVAC requirements, we would address dehumidification for the basement as part of this replacement process. Overall the building is in good shape for its age. The following budget is for your use and questions:

Purchase	\$1,161,460.00
Roof	\$ 0.00 (10-15 years life left)
Structural	\$ 0.00
Plumbing	\$ 4,500.00
HVAC	\$ 595,573.00
Renovation	\$ 750,000.00 (Budget)
Flood Prevention	\$ 100,000.00 (Budget)

Total All in \$2,611,523.00 cost per square foot \$208.92 (Cost per square foot is less than the cost to build new)

Please let me know if there are any questions or additional information needed.

Trey Lee

Chief Operations Officer
Rutherford County Schools
2240 Southpark Drive
Murfreesboro, TN 37128
Phone: (615)893-5815 x 22027
Cell: (615) 416-4404
Fax: (615) 904-3775

From: dan@pbuildingservices.com
To: [Tony Faulk](#)
Cc: [Trey Lee](#)
Subject: 814 South Church Street - Inspection
Date: Thursday, June 29, 2023 9:30:20 AM

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Tony,

The following notes pertain to our meeting onsite this morning to inspect the roof @ 814 S. Church Street – M'boro, TN. The roofing membrane appears to be in good condition. There were no major defects, punctures or holes visible. There were no signs of major ponding on the roof. The roof mounted AC units might need some flashing work done in the near future, as well as some additional pourable sealer in the pitch pans. Overall, the roof appeared to be in good condition with years of life remaining. Please let me know if you have any questions regarding our inspection. I hope that this message finds you still doing well!

Dan Sinclair, Jr.
Owner, Pinnacle Building Services
615-907-1363 (office)
615-907-2348 (fax)

Structural
Engineering
Report

814 South Church Street Walk-Thru

Prepared for

**Rutherford County Schools
Murfreesboro, Tennessee**

May 1, 2023



220 Great Circle Road
Suite 106
Nashville, Tennessee 37228

p. 615.255.5537
f. 615.255.1486

May 1, 2023

814 SOUTH CHURCH STREET
MURFREESBORO, TENNESSEE
Prepared by: Structural Design Group

STRUCTURAL REPORT

On April 28, 2023, Joe Connor, P.E., of Structural Design Group performed a limited walk-through of the property at 814 South Church Street, Murfreesboro, Tennessee for the Rutherford County School District. The purpose of the walk-through was to observe the general condition of the structure and comment on the observed condition in the form of a report. The Rutherford County School Board is considering purchasing the property for use as administrative office space.



The building is a two-story structure with a half basement, which was reportedly constructed in 1976. The half basement walls are constructed with 8" CMU. The primary structure was constructed utilizing a structural steel. The first floor over the basement and the second floor are constructed with a concrete slab on metal form deck on bar joists at 2'-0" on center. The roof is framed using bars joists at 4'-0" on center, supporting Type B roof deck.

The structure is in very good condition. The CMU block walls that are exposed in the stairwells do not exhibit any cracking. The steel stair framing was in good condition. The basement walls are concealed in sheathing, however, no signs of movement or distress were noted.

The band of exposed aggregate panels just below the roof are showing their age, but are non-structural. The exterior columns are wrapped in a decorative rock veneer. These wraps are also non-structural, but they appear to be in very good condition. An exception to this is the stone veneer wrapping the wingwall of the stair at the front entrance. This appears to have been struck by a vehicle in the past and the damage appears to be isolated to the non-structural veneer. Although these elements are non-structural, if cracks or signs of movement are present, it can be indicative of underlying structural movement or settlement problems.

We would recommend that water be directed away from the foundation by extending gutter downspouts and minimal re-grading of the finish grade along south side of the building to allow for positive drainage away from the structure. There were also drill holes at close spacing just above grade on the south face of the building that we interpreted as a sign that the structure has been treated for termite damage in the past.

The physical observation of the structure was performed without damaging or removing any existing elements, and without examination of any concealed conditions. This office cannot speculate as to the adequacy of concealed and uninspected conditions of the structure since the conditions at the time of construction may vary. Structural Design Group (SDG) assumes that all design and construction was completed in accordance with all standards and practices representing reasonable professional engineering practice at the time of construction. An element-by-element inspection was not conducted, nor was any evaluation made to determine the adequacy under applicable building code statutes or governmental regulations.

In conclusion, we did not observe any deficiencies in the primary structure and found the structure in general to be in good condition.



Photo #1 – North Elevation of Structure



Photo #2 – South Elevation of Structure



Photo #3 – CMU in Stairwell



Photo #4 – Monumental Stairwell



Photo #5 – Above Ceiling Framing

Structural
Engineering
Report

814 South Church Street Walk-Thru

Prepared for

**Rutherford County Schools
Murfreesboro, Tennessee**

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220 Great Circle Road
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Photo #2 – South Elevation of Structure



Photo #3 – CMU in Stairwell



Photo #4 – Monumental Stairwell



Photo #5 – Above Ceiling Framing

JC Industrial LLC
9652 Concord Rd
Rockvale, TN 37153 US
+1 6154565990
jcindustrialllc@gmail.com



ADDRESS
RUTHERFORD COUNTY BOARD OF
EDUCATION
2240-B SOUTHPARK BLVD
MURFREESBORO, TN 37128

SHIP TO
RUTHERFORD COUNTY BOARD OF
EDUCATION
2240-B SOUTHPARK BLVD
MURFREESBORO, TN 37128

QUOTE 1179

DATE 03/29/2023

DATE	DESCRIPTION	QTY	COST	TOTAL COST
LAVATORY PACKAGE	AS 0355 WH LAV , 1-1/4 CHROME GRID DRAIN, SGL LEVER DELTA B501LF, (2) 20" BRD LAV SUPPLY, 1-1/4" CHROME P-TRAP, TRAP WRAP KIT, (2) COMP ANGLE STOP	5	324.28	1,621.40T
TOILET PACKAGE	KOH HIGHLINE ADA TANK AND BOWL OF LC TS, 20" BRD CLST SUPPLY LINE, JUMBO WAX RING, BRS CLOSET BOLTS, (2) ANGLE COMP STOP	4	354.00	1,416.00T
ELK LZS8WSLK	EZH2O Single ADA Water Fountain with Bottle Filler, Filtered, 8 GPH, Light Gray	1	1,452.00	1,452.00T

SUBTOTAL 4,489.40

TAX 0.00

TOTAL \$4,489.40

Accepted By

Accepted Date



Environmental Services, LLC.

339 Rockland Road, Suite E

Hendersonville, TN 37075

(615) 562-2669 Office

(615) 265-8623 Fax

info@frostenvironmental.com

www.frostenvironmental.com

April 26th, 2023

Bryan Yarbrough
Rutherford County Schools
Murfreesboro, Tennessee

MOLD / FUNGI AIR SAMPLING
814 S. CHURCH STREET
MURFREESBORO, TENNESSEE

Dear Mr. Yarbrough:

On April 21st, 2023 Frost Environmental Services, LLC (FES) performed mold/fungi air sampling at the building located at 814 S. Church Street in Murfreesboro, Tennessee. Sampling was performed after the owner had possible mold & Indoor Air Quality concerns within the building. Three air samples were collected within the building and one outside for comparison. Mold air samples were collected using Allergenco mold spore trap air samples. Samples are collected using a cassette with a grease plate that catches airborne particulates. Spore trap samplers cannot differentiate between viable (living) and non-viable (non-living) mold spores. Results of the samples are as follows:

The following are the results of the mold air samples:

Location	Concentration	Predominant Mold Type
Outside	5,930	Basidiospores (4,190)
Basement	5,570	Penicillium/Aspergillus (5,510)
Suite 220	80	Basidiospores (67)
Basement - Church	106	Basidiospores (40)

Typically, indoor mold spore counts should be less than and consistent to outside concentrations. Results indicated Stachybotrys Chartarum & Penicillium/Aspergillus type mold spores were higher than outside concentrations within the basement of the church, and therefore is *not within acceptable* indoor mold spore levels as compared to outside mold spore concentrations.

Page 2

April 26th, 2023

Since mold needs moisture to grow, it is essential that the moisture sources are corrected, and RH levels are reduced to less than 60% RH. FES recommends the basement be placed under negative air HEPA filtration to help lower mold spores.

It should also be noted that a visual inspection of the building was conducted to identify suspect materials for asbestos. The building was a 3-story block building with concrete foundation and rubber membrane roof. All TSI piping observed appeared to be fiberglass insulation. Suspect materials would include the following:

Drywall & Joint Compound
Carpet Glue

Ceiling Tiles

Covebase & Mastic

If you have any questions or comments, please do not hesitate to contact FES.

Sincerely,



Gary W. Grisham
Project Manager

Frost Environmental

Sample Delivery Group: L1608469
Samples Received: 04/24/2023
Project Number: 814 S CHURCH ST
Site: MURFREESBORO, TN

Report To: Seth Frost
339 Rockland Road Suite E
Hendersonville, TN 37075

AIHA-LAP, LLC Cert.#: 100789

Entire Report Reviewed By:



Darren Reeder
Project Manager

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace Analytical National is performed per guidance provided in laboratory standard operating procedures ENV-SOP-MTJL-0067 and ENV-SOP-MTJL-0068. Where sampling conducted by the customer, results relate to the accuracy of the information provided, and as the samples are received.

Pace Analytical National12065 Lebanon Rd Mount Juliet, TN 37122 615-758-5858 800-767-5859 www.pacenational.com

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Cn: Case Narrative	4	
Sr: Sample Results	5	³ Ss
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02 L1608469-02	5	⁴ Cn
03 L1608469-03	5	⁵ Sr
04 L1608469-04	6	
Gl: Glossary of Terms	7	⁶ Gl
Al: Accreditations & Locations	8	⁷ Al
Sc: Chain of Custody	9	⁸ Sc

SAMPLE SUMMARY

01 L1608469-01 Mold

Collected by Gary W Grisham Collected date/time 04/21/23 00:00 Received date/time 04/24/23 09:15

Method	Batch	Preparation date/time	Analysis date/time	Analyst	Location
Method ENV-SOP-MTJL-0235	WG2047689	04/24/23 14:40	04/24/23 14:40	CFM	Mt. Juliet, TN

¹Cp

²Tc

³Ss

02 L1608469-02 Mold

Collected by Gary W Grisham Collected date/time 04/21/23 00:00 Received date/time 04/24/23 09:15

Method	Batch	Preparation date/time	Analysis date/time	Analyst	Location
Method ENV-SOP-MTJL-0235	WG2047689	04/24/23 14:40	04/24/23 14:40	CFM	Mt. Juliet, TN

⁴Cn

⁵Sr

03 L1608469-03 Mold

Collected by Gary W Grisham Collected date/time 04/21/23 00:00 Received date/time 04/24/23 09:15

Method	Batch	Preparation date/time	Analysis date/time	Analyst	Location
Method ENV-SOP-MTJL-0235	WG2047689	04/24/23 14:40	04/24/23 14:40	CFM	Mt. Juliet, TN

⁶Gl

⁷Al

04 L1608469-04 Mold

Collected by Gary W Grisham Collected date/time 04/21/23 00:00 Received date/time 04/24/23 09:58

Method	Batch	Preparation date/time	Analysis date/time	Analyst	Location
Method ENV-SOP-MTJL-0235	WG2047689	04/24/23 14:40	04/24/23 14:40	CFM	Mt. Juliet, TN

⁸Sc

CASE NARRATIVE

All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.



Darren Reeder
Project Manager



Project Narrative

Non-Viable (Spore Trap) Mold Quantification

Blank corrections have not been applied.

Background debris is an indication of amount of non-fungal biological particulate matter present on the sample and is characterized as very light, light, moderate, heavy or very heavy. Heavy background debris may reduce readability so that spore counts should be considered minimal.

The calculation is based on the air volume and percent of slide read.

Background Debris Rating

Very light	< 5 %
Light	5 – 10 %
Moderate	10 – 25 %
Heavy	25 – 75 %
Very heavy	75 % +

01

Collected date/time: 04/21/23 00:00

SAMPLE RESULTS - 01

L1608469

Method ENV-SOP-MTJL-0235

Client ID	Lab Sample ID	Location	Analyzed date/time	Analyte	Raw Count	Result Spores/m3	Percent of Total %	AS Spores/m3	Percent of Slide Read %	Qualifier
01	L1608469-01	Outside	04/24/2023 14:40	Volume(liters)	75	-	-	-	-	
				Background Debris*	Heavy	-	-	-	-	
				Ascospores	22	293	4.94	13	100	
				Basidiospores	314	4190	70.7	13	100	
				Botrytis	2	27	0.455	13	100	
				Cladosporium	76	1010	17.0	13	100	
				Other Brown	1	13	0.219	13	100	
				Penicillium/Aspergillus	17	227	3.83	13	100	
				Rusts	1	13	0.219	13	100	
				Smuts,Myxomycetes,Periconia	11	147	2.48	13	100	
				Pestalotiopsis	1	13	0.219	13	100	
				Total		5930				

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Gl

7 Al

02

Collected date/time: 04/21/23 00:00

SAMPLE RESULTS - 02

L1608469

Method ENV-SOP-MTJL-0235

Client ID	Lab Sample ID	Location	Analyzed date/time	Analyte	Raw Count	Result Spores/m3	Percent of Total %	AS Spores/m3	Percent of Slide Read %	Qualifier
02	L1608469-02	Basement	04/24/2023 14:40	Volume(liters)	75	-	-	-	-	
				Background Debris*	Heavy	-	-	-	-	
				Alternaria	1	13	0.229	13	100	
				Basidiospores	6	80	1.41	13	100	
				Cladosporium	1	13	0.229	13	100	
				Other Brown	1	13	0.229	13	100	
				Penicillium/Aspergillus	413	5510	97.2	13	100	
				Smuts,Myxomycetes,Periconia	1	13	0.229	13	100	
				Stachybotrys chartarum	2	27	0.476	13	100	
				Total		5670				

8 Sc

03

Collected date/time: 04/21/23 00:00

SAMPLE RESULTS - 03

L1608469

Method ENV-SOP-MTJL-0235

Client ID	Lab Sample ID	Location	Analyzed date/time	Analyte	Raw Count	Result Spores/m3	Percent of Total %	AS Spores/m3	Percent of Slide Read %	Qualifier
03	L1608469-03	Sutie 220	04/24/2023 14:40	Volume(liters)	75	-	-	-	-	

03

Collected date/time: 04/21/23 00:00

SAMPLE RESULTS - 03

L1608469

Method ENV-SOP-MTJL-0235

Client ID	Lab Sample ID	Location	Analyzed date/time	Analyte	Raw Count	Result Spores/m3	Percent of Total %	AS Spores/m3	Percent of Slide Read %	Qualifier
				Background Debris*	Moderate	-		-		
				Basidiospores	5	67	83.8	13	100	
				Penicillium/Aspergillus	1	13	16.3	13	100	
				Total		80				

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Gl

7 Al

8 Sc

04

Collected date/time: 04/21/23 00:00

SAMPLE RESULTS - 04

L1608469

Method ENV-SOP-MTJL-0235

Client ID	Lab Sample ID	Location	Analyzed date/time	Analyte	Raw Count	Result Spores/m3	Percent of Total %	AS Spores/m3	Percent of Slide Read %	Qualifier
04	L1608469-04	Basement-Church	04/24/2023 14:40	Volume(liters)	75	-		-		
				Background Debris*	Moderate	-		-		
				Ascospores	1	13	12.3	13	100	
				Basidiospores	3	40	37.7	13	100	
				Other Brown	2	27	25.5	13	100	
				Penicillium/Aspergillus	1	13	12.3	13	100	
				Polythrincium	1	13	12.3	13	100	
				Total		106				

GLOSSARY OF TERMS

Guide to Reading and Understanding Your Laboratory Report

The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

Results Disclaimer - Information that may be provided by the customer, and contained within this report, include Permit Limits, Project Name, Sample ID, Sample Matrix, Sample Preservation, Field Blanks, Field Spikes, Field Duplicates, On-Site Data, Sampling Collection Dates/Times, and Sampling Location. Results relate to the accuracy of this information provided, and as the samples are received.

Abbreviations and Definitions

AS	Analytical Sensitivity - The lowest concentration that can be detected by the method calculated to reporting limits.
CFU	Colony Forming Units.
SDG	Sample Delivery Group.
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state "ND" (Not Detected) or "BDL" (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Uncertainty (Radiochemistry)	Confidence level of 2 sigma.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.

Qualifier	Description
-----------	-------------

The remainder of this page intentionally left blank, there are no qualifiers applied to this SDG.



ACCREDITATIONS & LOCATIONS

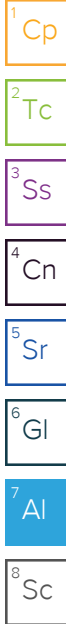
Pace Analytical National 12065 Lebanon Rd Mount Juliet, TN 37122

Alabama	40660	Nebraska	NE-OS-15-05
Alaska	17-026	Nevada	TN000032021-1
Arizona	AZ0612	New Hampshire	2975
Arkansas	88-0469	New Jersey-NELAP	TN002
California	2932	New Mexico ¹	TN00003
Colorado	TN00003	New York	11742
Connecticut	PH-0197	North Carolina	Env375
Florida	E87487	North Carolina ¹	DW21704
Georgia	NELAP	North Carolina ³	41
Georgia ¹	923	North Dakota	R-140
Idaho	TN00003	Ohio-VAP	CL0069
Illinois	200008	Oklahoma	9915
Indiana	C-TN-01	Oregon	TN200002
Iowa	364	Pennsylvania	68-02979
Kansas	E-10277	Rhode Island	LA000356
Kentucky ^{1,6}	KY90010	South Carolina	84004002
Kentucky ²	16	South Dakota	n/a
Louisiana	AI30792	Tennessee ^{1,4}	2006
Louisiana	LA018	Texas	T104704245-20-18
Maine	TN00003	Texas ⁵	LAB0152
Maryland	324	Utah	TN000032021-11
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	110033
Minnesota	047-999-395	Washington	C847
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	998093910
Montana	CERT0086	Wyoming	A2LA
A2LA – ISO 17025	1461.01	AIHA-LAP,LLC EMLAP	100789
A2LA – ISO 17025 ⁵	1461.02	DOD	1461.01
Canada	1461.01	USDA	P330-15-00234
EPA-Crypto	TN00003		

¹ Drinking Water ² Underground Storage Tanks ³ Aquatic Toxicity ⁴ Chemical/Microbiological ⁵ Mold ⁶ Wastewater n/a Accreditation not applicable

* Not all certifications held by the laboratory are applicable to the results reported in the attached report.

* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace Analytical.



Company Name/Address:
 Frost Environmental
 339 Rockland Road - Suite E
 Hendersonville, Tennessee

Billing Information:
 ON FILE:

Report to:
 Gary W. Grisham

Email To:
 Seth, Trey, Gary

Project Description:
 814 S. Church St. - Murfreesboro, Tenn.

Phone: 615-866-7778
 Fax:

Client Project #
 P.O. #

Collected by (print):
 Gary W. Grisham

Date Results Needed

Collected by (signature):
Gary W. Grisham

Rush? (Lab MUST Be Notified)
 Same Day200%
 Next Day175%
 Two Day150%

Email? No Yes
 FAX? No Yes

Analysis

Chain of Custody Page ___ of ___



12065 Lebanon Road Mt Juliet, TN 37122
 Phone: 615-758-5858 Alt: 800-767-5859
 Submitting a sample via this chain of custody constitutes acknowledgment and acceptance of the Pace Terms and Conditions found at:
<https://info.pacelabs.com/hubs/pas-standard-terms.pdf>

SDG # *1608469*

Table #

Acctnum:

Template:

Prelogin:

PM:

PB:

Shipped Via:

Rem./Contaminant Sample # (lab only)

Sample ID	Sample Description	Type *	Volume or Area	Date	Time	SPORE TRAP	DIRECT EXAM	QUANTITATIVE FUNGAL	CULTURABLE AIR FUNGI (ANDERSEN)	QUANTITATIVE BACTERIA	CULTURABLE AIR BACTERIA (ANDERSEN)	E. COLI / COLIFORM (presence/absence)	ENTEROCOCCUS (presence/absence)
01	Outside	ST	75LPM	4-21-23		<input checked="" type="checkbox"/>							
02	Basement	ST	75LPM	4-21-23		<input checked="" type="checkbox"/>							
03	Suite : 220	ST	75LPM	4-21-23		<input checked="" type="checkbox"/>							
04	Basement - Church	ST	75LPM	4-21-23		<input checked="" type="checkbox"/>							

* Type: **Tape** - Tapelift **Bulk** - Bulk **Swab** - Swab **CP** - Contact Plate **SS** - Soil **W** - Water **ST** - Spore Trap:Allergenco, Zefon, Air -O -Cell **AF** - Andersen Fungal **AB** - Andersen Bacterial

Remarks:
 Relinquished by: (Signature)
Gary W. Grisham
 Relinquished by: (Signature)
 Relinquished by: (Signature)

Date: 4-21-23
 Time:
 Received by: (Signature)
8178 2007 5385
 Received by: (Signature)
 Received for lab by: (Signature)
[Signature]

Hold #
 Condition: *sh* (lab use only)
 COC Seal Intact: ___ Y ___ N ___ NA
 pH Checked: NCF:

Samples returned via: UPS
 FedEx Courier _____
 Temp: *AMB* °C Bottles Received: *4*
 Date: *4/24/23* Time: *9:05*

PROPOSAL

Customer	Rutherford County Schools (Budget)	Date	3/27/2023
Site Address	814. South Church St. Mrufreesboro TN	Bid #	DB23-019
Site Contact	Paul Carol	Email	
Quoted By	Darren B	Phone	615-906-6750
Project	VRF Install		

Price and availability-Due to market volatility, the below pricing is valid for 48 hours from date of proposal. Lead times are estimates and are subject to change daily. If this proposal is approved 48 hours after the proposal date, a price update will be required for all material. We apologize for any inconvenience this may cause.

- This Porposal is for Budget Purposes Only
- Demo all if the existing Condensers from the roof and side
- Leave the existing duct work and AHU in their locations.
- This is based off of the square footage and tonnage of 400 sq ft per ton.
- This is also a base design to install LG VRF

- All condenser will be in the same locations of the existing units, reusing the roof and side wall penetration
- Electrical to new heads from subpanels and Old breakers
- Drain to be ran to location in the facility.

Exclusions

- All work that exceeds 45 days shall be billed monthly utilizing AIA702/703 documentation
- Any item not specifically noted, including overtime, is not included

Our price for the above scope of work: **Total** \$595,573.00

Approved

Print **Sign** **Date**

Customer Purchase Order

NOTE: ALL MATERIALS ARE GUARANTEED TO BE AS SPECIFIED OR GREATER IN QUALITY. ALL WORK WILL BE PERFORMED AS DESCRIBED AND IN A WORKMANLIKE MANNER. DEMAND MECHANICAL IS NOT RESPONSIBLE FOR DELAYS DUE TO WEATHER. CUSTOMER IS REQUIRED TO PROVIDE ADEQUATE ACCESS TO THE WORK DESCRIBED, RESTROOM FACILITIES, AND UTILITIES AS REQUIRED. BY ACCEPTING THIS PROPOSAL, YOU ARE CONFIRMING THAT YOU HAVE THE AUTHORITY TO APPROVE THE WORK AND AGREE TO THE PRICE AND THE SCOPE OF THIS DOCUMENT. ALL WORK IS GUARANTEED FOR 90 DAYS UNLESS NOTED. ALL MATERIALS CARRY MANUFACTURER WARRANTY. ALL MONIES DUE WILL BE BILLED NET 30 UNLESS OTHERWISE NOTED. CUSTOMER WILL BE