

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

**January 16, 2020
5:00 P.M.**

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

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

5. APPROVAL OF CONSENT AGENDA (TAB 1)

- A. Minutes: December 12, 2019 Board Meeting
December 14, 2019 Board Meeting
December 19, 2019 Special Called Board Meeting**
- B. Community Use of Facilities**
- C. Title I Contracts**
 - Missouri Community Action Network Agreement**
 - CasasLWP, LLC Contract**
 - ACT College and Career Readiness Master Services Agreement**
 - 2020 RCS Summer Conference Contract**
- D. Out of County Transfer (1)**
- E. Routine Bids**
 - Bid #3446 – Door Replacements**
 - Bid #3449 – 90 Passenger Bus (Siegel High)**
 - Bid #3451 – Secure Vestibules**

Request to Purchase:

Rutherford County Board of Education request to use Williamson County RFB #1180-D for Doors and Related Hardware through McCarthy, Jones and Woodard, LLC

F. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Miranda Allen *1	NTE \$300.00	Blackman Middle	School Funds- Track	Work Track Meets
Jessica Hampton	NTE \$1,000.00	LaVergne High	School Funds- Softball	Assistant Softball Coach
Boone Benson *5	NTE \$430.00	Rock Springs Middle	School Funds- Football + Basketball	Football Game Announcer + Basketball Tournament Scoreboard/Announcing sub
Ashley Caldwell *5	NTE \$330.00	Rock Springs Middle	School Funds- Boys and Girls Basketball	Tournament Score Books-sub
Chris Gray	NTE \$680.00	Rock Springs Middle	School Funds- Boys and Girls Basketball	Scoreboard/Announcing- Regular season + Tournament
Matt Kovach	NTE \$630.00	Rock Springs Middle	School Funds- Football + Basketball	Official Score Keeper- Regular season + Basketball Tournament
Brilynn Carter	NTE \$900.00	Siegel Middle	School Funds- Volleyball	Assistant Volleyball Coach
Craig Dziduch	NTE \$800.00	Siegel Middle	School Funds- Volleyball	Assistant Volleyball Coach
Caitlin Wester	NTE \$1,500.00	Smyrna High	School Funds- Volleyball	Assistant Volleyball Coach
Toney Neal *6	NTE \$2,000.00	Stewarts Creek High	School Funds- Various	Bus Driver
Andrea Jones	NTE \$2,000.00	Blackman High	School Funds- Wrestling	Girls Wrestling Coach
Iva Sumner Guse *4	NTE \$500.00	Central Magnet	School Funds- HS Cross Country	Assistant HS Cross Country Coach-Total approved will be \$2,500
Eric Pangborn	NTE \$1,300.00	Oakland High	School Funds- Tennis	Assistant Tennis Coach
Madison Schrock	NTE \$1,500.00	Oakland High	School Funds- Girls Soccer + Girls Soccer SSG	Assistant Girls Soccer Coach
Kyle Tate	NTE \$1,000.00	Oakland High	School Funds- Wrestling	Assistant Wrestling Coach
Dakota Crane	NTE \$1,000.00	Rockvale High	School Funds- Football	Assistant Football Coach
Morgan Davis	NTE \$1,000.00	Rockvale High	School Funs- Volleyball	Assistant Volleyball Coach

William Holliday	NTE \$1,000.00	Rockvale High	School Funds-Football	Assistant Football Coach
Morgan Knoblett	NTE \$1,000.00	Rockvale High	School Funds-Volleyball	Assistant Volleyball Coach
Lance Pawloski	NTE \$1,000.00	Rockvale High	School Funds-Football	Assistant Football Coach
Mya Haynes	NTE \$1,000.00	Stewarts Creek High	School Fund-Half Timers	Choreography
Abby Hutchins	NTE \$1,200.00	Stewarts Creek High	School Funds-Dance Team	Choreography for National Championship
Rayshawn Frazier *2	Hourly	Blackman High	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year
Julie Glass *2	Hourly	Blackman Middle	School Funds-Track Account	Work Track Meets
John Nicosia *2	Hourly	Stewarts Creek High	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year

** Unless listed as an hourly rate

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

G. Non-Faculty Volunteer Coaches:

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

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

<u>Name</u>	<u>School</u>	<u>Sport</u>
Emma McClung	Stewarts Creek High School	Baseball
Maddox Vondohlen	Smyrna Middle School	Softball
Mark Meshotto	Blackman High School	Trap
Teresa Reed	Blackman High School	Archery
Haley Randolph	Rocky Fork Middle School	Softball
Haneef Sharif	Rockvale Middle School	Baseball

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

6. VISITORS

7. SPOTLIGHT

Smyrna West Alternative School Presentation

8. NFHS NETWORK PROPOSAL

Rockvale High School, Riverdale High School, Central Magnet School, Eagleville School, Siegel High School and Stewarts Creek High School would like to enter into a No Cost Special Agreement to broadcast certain sports games on the NFHS Network, powered by PlayOn! Sports using a Pixellot camera system. Use of the equipment and support is at no cost to the schools. This contract is for five years. At the fourth year of the agreement, the schools will receive 10% revenue sharing attributed to the school's content. If the school pays a one-time \$1,000 fee at the beginning of the contract, schools will receive a 10% revenue share beginning in the first year.

Recommended Approval---motion to approve the NFHS Networks Proposal as presented.

9. STEWARTS CREEK HIGH SCHOOL HITTING FACILITY BOOSTER CLUB APPROVAL (TAB 2)

Stewarts Creek High School's Baseball and Softball teams have completed the necessary steps to form a booster club with the purpose of raising funds to construct a new hitting facility for both teams. They are requesting formal Board approval to begin fundraising and planning for the project as an officially recognized booster club.

Recommended Approval---motion to approve the SCHS Baseball/Softball Booster Club as a recognized RCS booster club.

10. POLICY ADOPTION (TAB 3)

The policy changes below are recommended for adoption by the Policy Committee:

1. Policy Changes

- a. Policy 1.703: School Attendance Zones and Exemptions**
Amended to create a renewal requirement for students granted zone exemptions for a particular program of study.
- b. Policy 1.806: Advertising and Distribution of Materials in the Schools**
Amended to allow the Board the option to limitedly approve certain commercial advertising.

- c. **Policy 1.802: Section 504 and ADA Grievance Procedures**
Updated to reflect the full Section 504 and ADA grievance procedures and due process under the law.
- d. **Policy 3.201: Safety**
Amended to reflect the legal requirement to provide school safety and security plans to law enforcement.
- e. **Policy 3.500: Student Nutrition Management**
Amended to shorten the period of time in which an employee may charge for meals from a month to a week.
- f. **Policy 3.600: Insurance Management**
Amended to add requirements for HIPAA procedures.
- g. **Policy 4.100: Instructional Program**
Amended to incorporate non-discrimination language from the previous edition of 4.201. The language is required by law.
- h. **Policy 4.201: Class Size Ratio**
Replaced previous Basic Program with legally required class size ratio language. The language previously in this policy is duplicative and located in other policies as confirmed by the TSBA.
- i. **Policy 4.501: School Volunteers**
Added to give fundamental guidance to administrators and volunteers on the role of volunteers in schools.
- j. **Policy 4.6041 Testing for Credit**
Amended to limit the language to ensure this tool is not too widely utilized, but still can be an option for high-performing students seeking to create room in their schedules later for dual enrollment and CTE courses.
- k. **Policy 4.606: Graduation Activities**
Added in all recognitions as mandated by the State Board of Education.
- l. **Policy 6.404: Acquired Immune Deficiency Syndrome**
Updated to include TSBA model language on infection control.
- m. **Policy 6.300: Code of Conduct (Policy 6.313 Disciplinary Procedures)**
Amended to incorporate legally required references to trauma-informed disciplinary practices and align with TSBA model policy. Combined with previous Policy 6.313 Disciplinary Procedures to create one unified policy. Policy 6.313 will be deleted, if change to 6.300 is approved.

- n. **Policy 6.309: Zero Tolerance Offenses**
Electronic Threats are removed due to the repeal of the applicable law requiring that language.
- o. **Policy 6.402: Physical Examinations and Immunizations**
Amended to require physicals from students prior to conditioning or any other athletic team participation.
- p. **Policy 6.600: Student Records**
Incorporated Policy 6.603 Use of Records to condense policies and align language to the TSBA model policy.
- q. **Policy 6.603: Use of Records**
The TSBA recommended deletion of this policy because the terms are duplicative with Policy 6.600 Student Records.

2. Policies for Consideration

- a. **Policy 4.211: Work-Based Learning Program**
Legally required policy mandating the creation of procedures for review of Work-Based Learning in the District.
- b. **Policy 4.604: Credit for Prior Courses**
Adopts TSBA model policy to create guidance for courses in which a student transfers in but did not receive high school credit. Replaces 4.604 to align with TSBA policy.
- c. **Policy 5.602: Staff Time Schedule**
Adopted to reflect required labor matters already adopted as procedure.

Recommended Approval---motion to approve the above changes as recommended by the Policy Committee on first reading

11. JOB DESCRIPTIONS-FOR INFORMATION ONLY (TAB 4)

- 1. **Professional Development Specialist (260 Days)**
- 2. **Federal Programs Specialist (260 Days)**
- 3. **Federal Programs Specialist (260 Days)**

12. FACILITIES USE APPROVED FOR EXEMPTION

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

NONE LISTED AT PRESENT TIME

Note: Facility use for 01/16/20 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.

13. FACILITIES

LaVergne High School

LaVergne High School principal Dirk Ash has requested permission to renovate the LHS Letters on the hill in front of the school. Engineering and Construction has reviewed the request and finds the letters in disrepair. Mr. Ash has contacted with MTSU CIM department and found local contractors to work with the school at a discounted rate. Cost not to exceed \$13,000.00

Recommended Approval---motion to approve LHS request to replace the letters on the hill in front of the school, not to exceed \$13,000.00

14. FINANCIAL MATTERS (TAB 5)

1. BUDGET AMENDMENT FOR ADDITIONAL CLERICAL POSITION FOR ATTENDANCE OFFICE

Budget amendment for half a fiscal year salary and benefits of one additional clerical position in the school attendance office to funded from realized mixed drink tax revenue over original budget amounts. This position is the first new clerical position for the attendance office in over a decade and is greatly needed due to increased work load in this department, as well as a need to have time to train new staff as the current staff retires.

Recommended Approval---motion to budget for one FTE clerk in the school attendance department for the remainder of FY 19-20 as presented

2. BUDGET AMENDMENT FOR ADDITIONAL EXPENDITURES OF THE CCEIS (COMPREHENSIVE COORDINATED EARLY INTERVENTION SERVICES)

Budget amendment for additional software and training expenditures and to true up payroll budget line item expenditures (no additional positions) for the CEIS federal mandate. Funding to come from a reserve set up earlier in the fiscal year in the general-purpose school fund balance from a previously approved transfer of federal funds.

Recommended Approval---motion to approve budget amendment for the CCEIS federal mandate as presented

- 15. INSURANCE UPDATE**
- 16. DIRECTOR'S UPDATE**
- 17. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**
- 18. FEDERAL RELATIONS NETWORK (FRN) UPDATE**
- 19. GENERAL DISCUSSION**
- 20. ADJOURNMENT**
- 21. EXECUTIVE SESSION**

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

Minutes of December 12, 2019

Board Members Present

Jim Estes, Board Chairman
Coy Young, Vice-Chairman
Terry Hodge
Tiffany Johnson
Jeff Jordan
Tammy Sharp
Bill C. Spurlock, Director of Schools

Absent

Lisa Moore

1. CALL TO ORDER

The Board Chairman called the meeting to order at 5:00 P.M. The Storm Robotics' Team led in the Pledge of Allegiance.

2. MOMENT OF SILENCE

The Chairman called for a moment of silence.

3. APPROVAL OF AGENDA

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

Vote: All Yes

Mrs. Moore was not present for vote.

5. APPROVAL OF CONSENT AGENDA

A. Minutes: November 13, 2019 Board Meeting

B. Community Use of Facilities

C. Transportation: Bus #180 Requesting voluntary termination of contract
Bus #285 Requesting voluntary termination of contract
Bus #171 Requesting voluntary termination of contract
Bus #273 Requesting voluntary termination of contract

D. Title I Contracts

- **35 Hour-Title I Funded-Extended Contract at LaVergne Middle School (Brittany Bumbalough)**
- **35 Hour-Title I Funded-Extended Contract at LaVergne Middle School (Sandra Gardner, Anastasia Parrish and Janice Brown-Adams)**
- **35 Hour-Title I Funded-Extended Contract at Smyrna Elementary (Jill Lester)**

E. Out of County Transfer Student (1)

F. Routine Bids

Bid #3447-Amatrol Electrical Learning System (Oakland High)

Request to Purchase:

Rutherford County Board of Education request to use Bedford County Bid Contract #1729 for access control doors through System Integrations.

Request to Purchase:

Rutherford County Board of Education request to use Knox County Bid Contract #15-647/2282 for bleacher repair services through Charron Sports Services.

G. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Lance Kelly	NTE \$2,000.00	Blackman High School	School Funds-Football	Assistant Football Coach
Angela Jackson	NTE \$1,800.00	Blackman Middle School	School Funds-Track	Assistant Track Coach
Jay Windham	NTE \$3,000.00	Central Magnet	School Funds-Cross Country	Assistant HS Cross Country Coach
Michael Stevenson *1	NTE \$200.00	Christiana Middle School	School Funds-Winter Marketplace	Clean up after Winter Marketplace
Micah Baldree	NTE \$1,000.00	Oakland High School	School Funds-Wrestling	Assistant Wrestling Coach
Justin Stanford	NTE \$1,400.00	Oakland High School	School Funds-Football	Gate Manager for Football

Kevin Wright *6	NTE \$4,000.00	Oakland High School	School Funds- Football and Basketball	Bus Driver for Football, Announcer for Football and Basketball
Rae Clark- Boutte	NTE \$1,000.00	Oakland Middle School	School Funds- Dance Team	Choreography
Brandon Thomas	NTE \$500.00	Oakland Middle School	School Funds- Basketball Tournament	Co-Director of Christmas Tournament
Lauren Wasson	NTE \$800.00	Oakland Middle School	School Funds- Basketball Tournament + Girls Basketball	Tournament Director/Assistant Girls Basketball Coach
Marlene Pannell *6	NTE \$1,000.00	Rock Springs Middle	School Funds- Various	Bus Driver
Angela Givens *3	NTE \$250.00	Rockvale High School	School Funds- Boys Basketball	Basketball Book
Russ James *3	NTE \$250.00	Rockvale High School	School Funds- Girls Basketball	Basketball Book
James Kendrick	NTE \$500.00	Rockvale High School	School Funds- Boys and Girls Basketball	Basketball Clock
Raymond Shutt	NTE \$1,500.00	Rockvale High School	School Funds- Winter Sports	Concessions Manager
Katherine Smith	NTE \$1,200.00	Siegel High School	School Funds- Girls Soccer	Assistant Girls Soccer Coach
Sarah Wells	NTE \$1,000.00	Siegel High School	School Funds- Girls + Boys Basketball, Football + FB Boosters	Ticket Sales
Bret Arkelian	NTE \$1,850.00	Smyrna High School	School Funds- Football	Assistant Football Coach
Steve Carson	NTE \$1,000.00	Smyrna High School	School Funds- Football	Assistant Football Coach
Jason Pitts	NTE \$3,650.00	Smyrna High School	School Funds- Football	Assistant Football Coach

Steve Williams	NTE \$1,000.00	Smyrna High School	School Funds-Football	Assistant Football Coach
Christopher Bissinger	NTE \$3,300.00	Stewarts Creek High School	School Funds-Football	Video Coordinator
Kevin Gregory *6	NTE \$8,000.00	Blackman High School	School Funds-Variou	Bus Driver
Sidnee Mitchell	NTE \$1,000.00	Rockvale High School	School Funds-Girls Soccer	Assistant Girls Soccer Coach
Morgan Nelson	NTE \$500.00	Rockvale High School	School Funds-Boys and Girls Basketball	PA Announcer
Nikolas Hmeljak	NTE \$500.00	Siegel High School	Siegel High Band Boosters	Visual Tech/Music for Winter Groups
Jeff Shipley	NTE \$1,000.00	Smyrna High School	School Funds-Football	PA Announcer
Kim Yates *2	Hourly	Stewarts Creek Middle	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year

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

H. Non-Faculty Volunteer Coaches:

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

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

<u>Name</u>	<u>School</u>	<u>Sport</u>
Jason Finley	Siegel High School	Soccer/Boys
Matt Powell	Rocky Fork Middle School	Baseball
Joseph Huddleston	Thurman Francis Arts Academy	Baseball
Ashley Paseka	Riverdale High School	Archery

**Alexis Meyer
Eric Pangborn
Ramy Ibrahim
Owen (Meredith)Barker**

**Oakland Middle School
Oakland High School
Stewarts Creek High School
Oakland High School**

**Softball
Tennis
Soccer/Archery
Track**

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

Vote: All Yes

Mrs. Moore was not present for vote.

6. VISITORS - No visitors.

7. SPOTLIGHT

- **Riverdale High School Singers**

The Riverdale High School singers sang Christmas songs.

- **Rutherford County Robotics**

Ms. Stephanie Finley, STEM Coordinator, presented the Robotic teams. The leader from each team addressed the Board. She also recognized Central Magnet School as being STEM Accredited by Advanced Education.

Mr. Kevin Welch, Stewarts Creek Middle School, was selected as Teacher of the Year at South's BEST Robotics competition.

8. RECOGNITION

The Seigel High School Boys Cross Country Team was recognized for winning TSSAA State Champions for the third consecutive year. The Head Coach is Mr. Phil Young

9. ESL EXTENDED CONTRACT

The ESL Department will be conducting an after-school extended day program at Smyrna High School funded completely by Title III funds. These funds will provide 1 bilingual educational assistant extended contract. The schedule for the extended school day will run for both semesters: Monday through Wednesday from 3:45-6:15. The EA will receive \$21.00 per hour paid by Title III funds.

The ESL Department uses Title III funds to develop curriculum supports and aids. Two extended contracts are being presented for time spent in curriculum development.

Motion made by Mr. Hodge, seconded by Mr. Young, to approve a Rutherford County Schools Title III funded extended contract for a bilingual educational assistant for the extended day program to be held at Smyrna High School and two extended contracts for teachers working on curriculum development.

Vote: All Yes

Mrs. Moore was not present for vote.

10. CONTRACTUAL AGREEMENT WITH RIPPLE EFFECTS WHOLE SPECTRUM LEARNING SYSTEM

The contract with Ripple Effects is for addressing behavior problems and underlying risks. This purchase is for devices per school and 50 licenses for Pre-K, K, and 1st grade. It is an evidenced based and research based social emotional learning tool. The total cost not to exceed \$98,900 during the 2019-2020 school year with a 10% maintenance fee in the following years and will be paid from required allocations from IDEA Disproportionality funds.

Motion made by Mr. Young, seconded by Mrs. Johnson, to approve the Contractual Agreement with Ripple Effects not to exceed \$98,900 during the 2019-2020 school year, paid from required allocations from IDEA Disproportionality funds.

Vote: All Yes

Mrs. Moore was not present for vote.

11. REDSTONE FEDERAL CREDIT UNION AFFINITY AGREEMENT

Redstone Federal Credit Union (RFCU) has requested to enter into an agreement related to their affinity card program. The program consists of RFCU issuing debit cards with the logo of the school. If a customer uses the card on any purchase, a percentage of that sale will be collected and paid monthly to the school. This agenda item is present for the Board to learn about the program and decide whether it wishes to explore this program for future implementation. If so, final negotiated contracts shall be brought to the Board for formal approval.

Staff Attorney Sara Page explained to the Board that a change to Policy 1.806 may be necessary in order to fully implement the program.

Motion made by Ms. Sharp, seconded by Mr. Jordan, to approve exploration of Redstone Federal Credit Union as a potential fundraiser for Rutherford County Schools.

Vote: All Yes

Mrs. Moore was not present for vote.

12. BEHAVIOR INTERVENTION EDUCATIONAL ASSISTANT-JOB DESCRIPTION FOR INFORMATION ONLY

A Behavior Intervention Educational Assistant job description was provided for information only.

13. NFHS NETWORK PROPOSAL

Rockvale High School, Riverdale High School, Central Magnet School, Eagleville School, Siegel High School, and Stewarts Creek High School would like to enter into a No Cost Special Agreement to broadcast certain sports games on the NFHS Network, powered by PlayOn! Sports using a Pixellot camera system. Use of the equipment and support are no cost to the schools. This contract is for five years. At the fourth year of the agreement, the schools will receive 10% revenue sharing attributed to the school's content. If the school pays a one-time \$1,000 fee at the beginning of the contract, schools will receive a 10% revenue share beginning in the first year.

Mr. Tim Tackett, Athletic Coordinator, reviewed the proposal and answered questions. There was a lengthy discussion.

Motion made by Mr. Jordan, seconded by Ms. Sharp, to table until January 2020.

**ROLL CALL VOTE: Yes – Ms. Sharp, Mrs. Johnson, Mr. Young, Mr. Jordan, Mr. Hodge, Mr. Estes
Mrs. Lisa Moore was absent for vote.**

Motion passed.

14. JOHN COLEMON ANNEX/HEAD START

Currently, Rutherford County Schools house a Head Start program in around half of the John Colemon Elementary Annex Building under a lease agreement held by Mid-Cumberland Head Start. On October 31, 2019, Mid-Cumberland Head Start passed operation responsibilities to a new interim management group, CDI. CDI has requested that RCS enter a lease with CDI containing the same or similar terms as that in place with Mid-Cumberland Head Start. It is within the Board's discretion to start the process of terminating the lease with a 90-day notice, ending it at the end of the current school year or extending a new lease.

Mr. Jerome Lee, representing CDI, addressed the Board concerning the continuation of the Head Start program at John Colemon Annex. He explained the services Head Start offers. In response to a question on how long they would need to find space, Mr. Lee stated that it would be better for Head Start to have until the end of the school year to avoid disrupting services in place for families. Mr. Lee stated that he would review any invoices we had for CDI to determine payment.

Motion made by Mr. Hodge, seconded by Mr. Jordan, to terminate the lease with the Head Start Program at John Colemon Annex at the end of the current school year.

**ROLL CALL VOTE: Yes – Mr. Young, Mrs. Johnson, Ms. Sharp, Mr. Jordan, Mr. Hodge, Mr. Estes
Mrs. Moore was absent for vote.**

Motion passed.

15. FACILITIES USE APPROVED FOR EXEMPTION

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

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

Cystic Fibrosis Foundation	Awareness Walk (Central Magnet)
Girl Scouts Troops	Meetings (Siegel High)
Smyrna Lions Club	Fundraiser Car Show (Smyrna High)
Smyrna Junior Basketball League TFAA)	2019-2020 Season (games, practices-

Note: Facility use for 12/12/19 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00) if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise approval is terminated at the end of the policy period. All approvals are for no more than a 1-year period.

Vote: All Yes

Mrs. Moore was absent for vote.

16. FACILITIES

Tan Oaks Three School Site:

Extension of off-site water utilities to the Tan Oaks School Site. The construction of the schools on the Tan Oaks School site will require certain improvements to the water lines serving the area. Consolidated Utility District has agreed to provide the engineering and design for the off-site water improvements needed, acquire the easements needed for the water utilities, and to be responsible for the off-site costs of upsizing any lines over 12-inch lines. The agreement provides for the improvements to the water lines needed for the off-site water line improvements to serve the site. Consolidated Utility District will be responsible to maintain the off-site water lines after inspecting and accepting the same. Water lines on the school site will not be governed by this agreement and will be the responsibility of the Board of Education.

Motion made by Mr. Hodge, seconded by Mr. Young, to approve the agreement with Consolidated Utility District for the off-site water utility improvements needed for the Tan Oaks Farm school site at a cost of \$759,000.00.

Vote: All Yes

Mrs. Moore was absent for vote.

McFadden School Sun Shade:

Principal Dr. Clark Blair has requested permission to install a sun shade on the front playground. The sunshade will be paid through PTO funds at a cost of \$11,963.00. Engineering and Construction has reviewed this request and finds it acceptable.

Motion made by Mr. Young, seconded by Mr. Jordan, to approve the installation of a sun shade at McFadden School at no cost to the Board.

Vote: All Yes

Mrs. Moore was not present for vote.

17. BUILDING PROGRAM

Mr. Trey Lee, Assistant Superintendent of Facilities and Engineering, reviewed the building program as presented.

18. 2019-2022 RCS STRATEGIC PLAN

Motion made by Mr. Young, seconded by Mr. Hodge, to approve the 2019-2022 Rutherford County Schools' Strategic Plan as presented.

Vote: All Yes

Mrs. Moore was not present for vote.

19. INSURANCE UPDATE – The next Insurance Meeting will be Thursday, December 19, 2019.

20. DIRECTOR'S UPDATE

The Director reviewed plans for rezoning Seigel Middle School.

He also praised the school system for having zero audit findings.

21. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE – No report.

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

There being no further business, the meeting adjourned at approximately 6:35 P.M.

Jim Estes, Board Chairman

Date

Bill C. Spurlock, Director

Date

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

**Special Called Board Meeting
Minutes of December 14, 2019**

Board Members Present

Jim Estes, Board Chairman
Terry Hodge
Tiffany Johnson
Jeff Jordan
Lisa Moore
Bill C. Spurlock, Director of Schools

Absent

Tammy Sharp
Coy Young

The Board toured potential property for school sites possibly a middle and high school on the northwest end of the county (Highway 96). The site would be suitable to build a two-school complex, possibly a middle and high school.

The Board met at central office at 8:00 A.M.

Jim Estes, Board Chairman

Date

Bill C. Spurlock, Director

Date

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

Special Called Board Meeting

December 19, 2019

Board Members Present

Jim Estes, Board Chairman

Coy Young, Vice Chairman

Terry Hodge

Tiffany Johnson

Jeff Jordan

Lisa Moore

Tammy Sharp

Bill Spurlock, Director of Schools

CALL TO ORDER

The Chairman called the meeting to order at 5:00 P.M. Doug Bodary led the Pledge of Allegiance.

LAND PURCHASE

The Board discussed the purchase of land on Highway 96 for the purpose of building two schools, a middle school and a high school.

There were questions and answers expressed by the Board about the proposed property.

Motion made by Mr. Young, seconded by Mr. Jordan, to approve proceeding with the vetting of the City of Murfreesboro property for the possible purchase as a potential school site.

**ROLL CALL VOTE: Yes - Ms. Sharp, Mrs. Johnson, Mr. Young, Mrs. Moore,
Mr. Jordan, Mr. Hodge, Mr. Estes**

Motion passed.

**There being no further business the meeting adjourned at approximately 5:35
P.M.**

Jim Estes, Board Chairman

Date

Bill C. Spurlock, Director

Date

FACILITIES USE

January 16, 2020

Barfield Elementary	Fine Arts Matter, Guitar Club (2 nd -5 th grade) & KidzKeys (K-2 nd), 2/6/20-5/7/20 2:30-3:20pm Thursdays, Computer Lab & Library, \$360
Barfield Elementary	Fine Arts Matter, Soundtek Studio(2 nd -5 th grade), 2/5/20-4/29/20 2:30-3:20pm Wednesdays, Computer Lab, \$180
Blackman High	Reigning Champs LLC, High School Football Combine, 4/19/20 8am-2pm, football field, \$600
Buchanan Elementary	Cub Scout Pack 92, carwash, 1/18/20 8am-3pm, parking lot, no fee
Cedar Grove Elementary	Smyrna Jr. Basketball League, 2019-2020 season games, 12/7/20-2/28/20 8am-9pm, gym, \$3560 fee waived with MOU, Custodial Services fee of \$34.67/hr
Central Magnet	Boy Scouts Troop 197, BSA Badge University, 2/15/20 5:30am-7:30pm, classroom 18 and cafeteria, no fee
Central Magnet	Main Street Murfreesboro, JazzFest back-up location in the event of inclement weather, 5/2/20 8am-10pm, auditorium/cafeteria/ bandroom, no fee
Christiana Middle	Believers Faith Fellowship, community year end service, 12/28/19-12/29/19 Sat 10-12pm & Sun 7am-2pm, auditorium & gym & cafeteria, \$705
Lascassas Elementary	Girl Scouts, meetings, 1/23/20-5/14/20 2 nd & 4 th Thursdays 6-7:30pm, cafeteria, no fee
Oakland High	United Way of Rutherford & Cannon Counties, Dodgeball fundraiser, 3/7/20 7am-1pm, gyms, no fee
Oakland High	Tennessee Force Softball, fastpitch softball practice, 1/16/20-12/31/20 when available, field and indoor facilities, \$18/hr
Rock Springs Elementary	Fine Arts Matter, Soundtek Studio(2 nd -5 th grade), 2/4/20-5/5/20 2:30-3:20pm Tuesdays, B05, \$180
Rock Springs Elementary	Fine Arts Matter, Guitar Club (2 nd -5 th grade) & KidzKeys (K-2 nd), 2/7/20-5/8/20 2:30-3:20pm Fridays, B05 & Library, \$360

Roy Waldron Elementary	LaVergne Parks & Recreation, Father-Daughter Winter Formal, 2/1/20, gym, no fee
Stewartsboro Elementary	Solomon's Porch Christian Community, church meeting, 1/12/20 5-5pm, cafeteria, \$54
Whitworth-Buchanan Middle	615 Elite Basketball, AAU basketball practices, 1/20/20-6/31/20 Su/M/W 5-7pm, gym, \$18/hr
Whitworth-Buchanan Middle	Lady Impact, Girls AAU basketball practices, 2/11/20-7/30/20 Su 2-5pm/Tu&Th 5-7pm, gym, \$18/hr

Note: Facility use for 1/16/20 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.**

Title I Motion

Missouri Community Action Network

(Community Action Poverty Simulation)

Poverty is a reality for many individuals and families. But unless you've experienced poverty, it's difficult to truly understand. The Community Action Poverty Simulation (CAPS) bridges that gap from misconception to understanding. CAPS is an interactive immersion experience. It sensitizes community participants to the realities of poverty.

CAPS is not a game. It is based on real Community Action clients and their lives. CAPS exists to: promote poverty awareness, increase understanding, inspire local change, transform perspectives

The goal of CAPS is to shift the paradigm about poverty away from being seen as a personal failure and toward the understanding of poverty as structural, a failure of society.

Total Cost= \$2,300.00 for the licensed material and the CAPS kit

Motion to approve agreement between Rutherford County Schools Title I Department and Missouri Community Action Network for the license and Poverty Simulation training kit. 100% of the cost will be paid with Title I Administrative Funds.

**AGREEMENT
COMMUNITY ACTION POVERTY SIMULATION (CAPS)**

This Agreement is entered into as of the last date indicated in the signature block below (the “Effective Date”), between Rutherford County Schools,
a _____ whose address is 2240 Southpark Dr. Murfreesboro TN 37129
 (“Licensee”), and **Missouri Community Action Network**, a Missouri nonprofit corporation whose address is 2014 William Street, Jefferson City, Missouri, USA 65109 (“Missouri CAN”).

Licensee desires to obtain from Missouri CAN a license to use privately: Missouri Community Action Poverty Simulation (“CAPS”) and ancillary materials to promote Licensee’s use of CAPS (the “Licensed Material”), and Missouri CAN desires to grant Licensee the right to use privately the Licensed Material, subject to the limitations set forth herein.

NOW THEREFORE, the parties, intending legally to be bound, agree as follows:

1. **LICENSE GRANT.** Missouri CAN hereby grants Licensee a non-transferable, non-exclusive perpetual right and license to use privately the Licensed Material solely for educational purposes. Licensee shall have no right to sell, rent, encumber, sublicense, transfer, or convey the Licensed Material. In addition, Licensee agrees that it will not charge participants in any program using the Licensed Material any more than is necessary to recover Licensee’s direct, marginal costs (such as the cost of the facility, any stipends paid to participants, meals, etc.) in conducting the program.
2. **LICENSED MATERIAL.** All Licensed Material furnished under this Agreement shall remain the sole and exclusive property of Missouri CAN. This is a license agreement only, and Missouri CAN is not furnishing title to any of the Licensed Material to Licensee. Licensee shall have no right to make modifications to any of the Licensed Material. Licensee shall not add or remove any trademark, service mark, logo, copyright notice, or digital rights management protection from the Licensed Material without the express written permission of Missouri CAN.
3. **RECOGNITION OF MISSOURI CAN.** When promoting use of the CAPS or providing the CAPS experience, Licensee shall give credit to Missouri Community Action Network as the copyright owner of the CAPS. This includes, but is not limited to, brochures, posters, flyers, website pages, and Prezi or PowerPoint presentations created by Licensee.
4. **TERM.** The license granted in **Section 1 (License Grant)** shall commence on the Effective Date and shall be perpetual until terminated in accordance with **Section 9 (Breach)** below or the Licensed Material is all returned to Missouri CAN.
5. **COMPENSATION.** The total price of the license for the Licensed Material, including the CAPS kit, is \$2,300 (“Standard Price”). In some limited circumstances, the Standard Price may be adjusted (“Adjusted Price”). Licensee shall pay Missouri CAN the Standard Price plus shipping costs, or the Adjusted Price plus shipping costs, before the Licensed Material is shipped. In the event Licensee pays via purchase order, Missouri CAN will invoice Licensee and Licensee shall remit payment within 30 days of invoice. Any past due amount will bear a late charge computed at the rate of one and one half percent (1.5%) per month.

6. **BINDING EFFECT.** This Agreement shall be binding upon all heirs, successors, and permitted assigns of both parties.
7. **INDEMNIFICATION.** Licensee shall defend, indemnify, and hold Missouri CAN harmless from and against any loss, cost, or damage (including attorney's fees and cost of suit) arising out of or in any way related to any claim, demand, action, or proceeding arising out of or related to the Licensed Material, except for those claiming that the Licensed Material, when used by Licensee for their intended purpose, infringe the rights of any third party under any United States patent, copyright, or trade secret law.
8. **DELIVERY.** Missouri CAN shall ship the Licensed Material to Licensee in useable condition within ten weeks following execution of this Agreement by both parties and receipt of payment or purchase order by Missouri CAN.
9. **BREACH.** If Licensee breaches any part of this Agreement, including, for example, removing any logo or copyright notice, Licensee's right and license to use the Licensed Material is automatically and immediately terminated.
10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified except by written instrument executed by duly authorized officers of both parties.
11. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which being considered an original, but all of the same being considered but one single agreement.
12. **SEVERABILITY.** If any provision hereof is determined by any court of competent jurisdiction to be void, invalid, or unenforceable, the offending provision shall be deemed stricken, and the remainder of this Agreement shall continue in full force and effect as if the offending provision had never been contained herein.
13. **CONTACT.** Missouri CAN may share information relating to Licensee's Primary Contact from time to time, for example, with prospective licensees. Licensee's Primary Contact is:

Name: Laura Schofield
 Title: Federal Programs
 E-mail address: SchofieldL@rcschools.net
 Phone number: 615.893.5815

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

LICENSEE

Signature: _____
 Printed Name: Bill Spurlock
 Title: Director of Schools
 Date: _____

MISSOURI COMMUNITY ACTION NETWORK

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

To: Rutherford County Board of Education

Re: CasasLWP, LLC

The Instructional Department is requesting the approval of a contract with Jimmy Casas and Associates for a presentation/ consultation fee with LaVergne High School .

Jimmy Casas will share insights into what it takes to cultivate a community of learners who embody the human traits our world desperately needs, such as kindness, honesty, and compassion. His stories reveal how these “soft skills” can be honed while meeting and exceeding academic standards of twenty-first-century learning. His presentation includes how to reach those who seem unreachable, what to do when students disengage, how to ensure your learners feel cared for and empowered, and how to create an environment where all learners are challenged and inspired to be their best.

CasasLWP, LLC will provide training for all teachers at LaVergne High School:

1. The presentation from educational author, Jimmy Casas will be 12:00-3:00 on March 2, 2020 at LaVergne High School in Rutherford County Schools. Training follows District Goal 3: increasing achievement scores and reaching AMO targets and Goal 4: training effective teachers and district instructional leaders. Instructional coaches will disperse training into each of their schools. Training includes Math, English, and Science content specific training.

The total Title II contract expenditure is \$5,000

Recommend a Motion to approve, a contract between CasasLWP, LLC and Rutherford County Schools, at the cost of \$5,000. Title II funds will pay for 100% of the cost.



Jimmy Casas
Business Address: 118 Parkhurst Lane, Allen, TX 75013
Mailing Address: PO Box 308, Bettendorf, IA 52722
info@jcasasandassociates.com | Phone: (563) 447-5776
TAX ID: 81-3906256



Professional Services Contract

Be it known, that on the Dec 12, 2019, J Casas & Associates (hereinafter referred to as "contractor") and Rutherford County Schools (hereinafter sometimes referred to as "contractee"), do hereby enter into contract under the following terms and conditions.

1. STATEMENT OF WORK

Date: Mar 2, 2020
Service Provided: Half day (not to exceed 3 hours)
Presenter: Jimmy Casas
Fee: \$5,000 Contractor will be responsible for all travel expenses

2. PAYMENT: Contractee will make all payments not more than 21 days after the date identified in Provision 1. Make check payable to CasasLWP, LLC (Tax Identification Number: 81-3906256).

3. TECH & SET-UP REQUIREMENTS: The contractee will provide the following equipment and furniture for Speaker during the Keynote program(s):

- LCD projector/screen
- lapel wireless microphone (40+ people)
- small table (front of room)
- laptop speakers or surround sound
- one table to be placed in the back of the room next to where attendees will be exiting the presentation(s) as speaker can make continuing educational learning materials (books) available.

*Should any of the supplies be an issue, let J Casas & Associates know at least 2 weeks in advance

*Preferred room set-up- in groups. If there are long tables, please set up Chevron style where the tables point to the middle of the front of the room.

4. RECORDINGS: Audio or video taping of the speaker's (contractor) program(s) is not permitted in any means whatsoever by contractee or any audience member, unless agreed upon after contractee makes the request to the speaker in writing and receives written authorization from the speaker.

5. ACT OF GOD: If the engagement(s) are canceled due to an Act of God or dangerous situation, both parties agree to reschedule the event with the same terms stated in the initial contract. In the event of an emergency situation that causes contractor to cancel the scheduled speaking engagement(s), contractee and contractor may reschedule the speaking engagement(s) not to exceed 1 calendar year from initial date contracted, if possible.

6. CANCELLATION: If the contractee cancels a scheduled speaking engagement(s), the contractee is

responsible for reimbursing contractor for any travel, including night expenses, plus one-half of the contracted fee. If contractee cancels within 30 days of event, contractee pays contractor in full, unless event is re-scheduled for a date/time agreed upon by both parties.

By signing this contract or by expressing your confirmation in writing (on paper or in electronic form), you agree to all the terms and conditions of this contract, which is effective from the most recent date that appears in the signing page or email.

Contractor: J Casas & Associates

Name of Contractor: Jimmy Casas

Jimmy

Casas

12/12/19

Jimmy Casas

Contractee: Rutherford County Schools

Contractee:

First Name

Last Name

Select Date

Signature

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Jimmy Casas	
2 Business name/disregarded entity name, if different from above CasasLWP, LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>Applies to accounts maintained outside the U.S.</small>
5 Address (number, street, and apt. or suite no.) See instructions. 118 Parkhurst Lane	Requester's name and address (optional)
6 City, state, and ZIP code Allen, TX 75013	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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8	1		-	3	9	0	6	2	5	6		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 10-1-19
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

To: Rutherford County Board of Education

Re: ACT College and Career Readiness Master Services Agreement

The Instructional Department is requesting the approval of a contract with ACT for ACE Certification and training.

ACT will provide training for specified teachers in the Rutherford County School district:

1. ACT (ACE Certification Training) will occur on Monday, June 15- Thursday June 18, 2020. This training follows District Goal 3: increasing achievement scores and reaching AMO targets and Goal 4: training effective teachers and district instructional leaders. Instructional coaches will disperse training into each of their schools. Training includes Math, English, and Science content specific training.

The total Title II contract expenditure is \$25,400

Recommend a Motion to approve, a contract between ACT and Rutherford County Schools at the cost of \$25,400. Title II funds will pay for 100% of the cost.

ACT Certified Educator Description of Services

This Description of Services is incorporated into the ACT College and Career Readiness Master Services Agreement ("Agreement") having an Effective Date of December 12, 2018, by and between ACT, Inc. ("ACT") and RUTHERFORD COUNTY SCHOOL DISTRICT ("Customer"). This Description of Services shall be incorporated into and governed by the terms of the Agreement.

1. **Term.** This ACT Certified Educator Description of Services ("DOS") shall be effective from date of last signature through August 31, 2020, and may be extended by mutual agreement of the parties through a written amendment.

2. **ACE Program Summary.**

a. **ACT Certified Educator ("ACE") Program:** Through the ACT Certified Educator™ program (the "ACE Program"), individuals sponsored by the Customer ("Customer ACE Candidate") can apply to take ACE training and earn a certificate in six different subject areas: ACT basics, English, math, reading, science, and writing ("ACE Training Course"). The ACE basics, ACE Science and ACE writing courses each consist of one day of training, while the other subject-specific courses each consist of one or two days of training; certification exams are administered at the end of each ACE Training Course to the Customer ACE Candidate. With the sole exception of ACE basics, the ACE Program first validates content area expertise of the Customer ACE Candidate by testing the individual's content knowledge in the specific ACT test subject area. The ACE Training Course teaches learning strategies, as well as a professional approach to education, and finally tests the Customer ACE Candidate to ensure successful knowledge growth. Customer ACE Candidates who take the ACE Training Course(s) and pass its end-of-course exam will receive an electronic credential confirming their status as ACT Certified Educators, which may be verified in ACT's online credential management system. ACT Certified Educators may choose to use the credential to tutor students preparing for the ACT in their respective certified subjects.

b. **Ongoing Certification Requirements:** The ACE credential is valid for two years from the date of issuance. Prior to the expiration of a credential, the holder will be invited by ACT to complete the requirements for ongoing certification. Upon completion of these requirements, and a payment of a Recertification Fee at the applicable rate as required by ACT (per certification), the credential(s) will be renewed.

3. **Customer Sponsored ACE Training Courses.**

a. **ACE Candidate Application:** Under this DOS, Customer will provide ACT with a list of the Customer ACE Candidates which it proposes to enroll in the ACE Training Courses. Each Customer ACE Candidate must qualify for the ACE Training Course by filling out a form on the ACT registration portal and providing personal information as required by ACT to verify eligibility for the ACE Program. Customer ACE Candidates will also be required to agree to the terms of the ACT Certificated Educator Program Agreement. Customer will provide the link to the ACT online registration portal to Customer ACE Candidates. ACT will review the Customer ACE Candidate applications, conduct a background check, and will determine, at ACT's sole discretion, if the Customer ACE Candidate meets ACT's requirements for participation in the ACE Program. Customer will receive notification from ACT regarding any Customer ACE Candidates who are not approved for the ACE Program. Customer may propose alternate Customer ACE Candidates in the event other Customer ACE Candidates are not approved for the ACE Program. Unless otherwise indicated by ACT, a maximum of 30 Customer ACE Candidates will be approved for registration for each ACE Training Course. ACT reserves the right to immediately deny, suspend, reschedule or terminate any ACE Training Course, or any Customer ACE Candidate's participation in an ACE Training Course based on a violation of the terms of the Program, in ACT's discretion.

b. **ACE Training Course Responsibilities of Customer:** Customer will be responsible for all logistical arrangements related to delivering the ACE Training Course(s) to the Customer's ACE Candidates, including providing computers, hardware, software, and Official ACT Prep Guide and training facility/venue reservation. In addition, Customer shall be responsible for the following requirements:

- i. All costs and expenses which Customer will incur for sponsoring the ACE Training Courses, including rental fees for any necessary equipment (i.e., projector and computer) for the Course, as applicable; labor related expenses for all Customer personnel, as applicable;
- ii. Providing high speed internet access and sufficient network bandwidth to allow for use of the required Program online testing platforms;
- iii. Any other expenses which Customer deems necessary to host the ACE Training Course(s) (i.e.,

- iv. food, beverage, etc.);
- v. Providing the Customer ACE Candidates with a link to the ACE online registration system;
- vi. Complying with ACE Training Course requirements, as communicated by ACT;
- vii. Attending all applicable ACE Training Course planning, set-up and implementation meetings;
- viii. Resolving any technical issues related to the internet or technology utilized for the ACE Training Course(s), as applicable;
- ix. Identifying an on-site ACE Training Course coordinator responsible for all aspects of managing the ACE Training Course and communicating with ACT and its service provider, if applicable, regarding the ACE Training Course(s).
- x. Ensuring each Customer has a copy of the ACT Official Prep Guide to use as the course book.

c. **ACE Training Course Responsibilities of ACT:** ACT, or its service provider, if applicable, will be responsible for providing the following services and support for the Customer:

- i. Provide a Certified ACT Trainer to deliver the ACE Training Courses, and all related materials except Official ACT Prep Guide, to Customer's qualified Customer ACE Candidates at mutually agreed dates and times.
- ii. Provide the online system through which Customer ACE Candidates will apply and register for ACE Training Courses (ACE Portal).
- iii. Review the eligibility of Customer ACE Candidates and notify such Customer ACE Candidate, and the Customer, of ACT's eligibility decision.
- iv. Proctor the certification exam through an online ACT assessment platform, and score the certification exam.
- v. Provide successful Customer ACE Candidates with the certification as set forth in the ACT Certified Educator Program Agreement.
- vi. Provide Customer and all Customer ACE Candidates with customer service support as needed. This support will be provided remotely from the U.S., Central Standard Time, Monday through Friday, excluding ACT-observed holidays.

4. **Fees and Invoicing.** As compensation for providing the ACE Training Courses for the maximum number of Customer ACE Candidates proposed by Customer, Customer will compensate ACT the a fixed fee the amount of \$25,400.00. ACT will invoice the fee upon completion of the ACE Training Course(s). Customer is not entitled to any proration of the fee, refund, or any adjustment in the fee for any reason, including but not limited to: (a) less than the Maximum Number of ACE Candidates participates in the ACE Training Course(s); (b) any Customer ACE Candidates are deemed not qualified to participate in the ACE Program; (c) Customer ACE Candidates fail the certification exam, or (d) Customer ACE Candidates do not complete the ACE Training Course or Program.

5. **Authorization.** Each party represents and warrants (a) that it has the requisite authority to enter into this DOS; and (b) that the individual(s) signing this Agreement on behalf of such party is (are) authorized to do so.

ACT, Inc.

Charlie Astorino

Name: Charlie Astorino

Title: Vice President

Date: 12/23/2019

RUTHERFORD COUNTY SCHOOL DISTRICT

Name: Bill Spurlock

Title: Director of Schools

Date:

Name:

Title:

Date:



Company Address 101 ACT Drive
Iowa City, IA 52243
US

Created Date 12/14/2019
Expiration Date 1/31/2020
Quote Number 00000090

Prepared By Nivia Serrano
Email nivia.serrano@act.org

Account Name RUTHERFORD COUNTY SCHOOL DISTRICT

Product	List Price	Quantity	Total Price
ACE BASICS TUITION: 3-DAY PACKAGE (PER CANDIDATE)	\$175.00	30.00	\$5,250.00
ACE ENGLISH TUITION: 3-DAY PACKAGE (PER CANDIDATE)	\$350.00	10.00	\$3,500.00
ACE MATERIALS FEE (PER CANDIDATE PER COURSE)	\$50.00	60.00	\$3,000.00
ACE MATH TUITION: 3-DAY PACKAGE (PER CANDIDATE)	\$350.00	10.00	\$3,500.00
ACE ON-SITE FEE: 3-DAY PACKAGE	\$8,400.00	1.00	\$8,400.00
ACE SCIENCE TUITION: 3-DAY PACKAGE (PER CANDIDATE)	\$175.00	10.00	\$1,750.00
	Subtotal		\$25,400.00
	Grand Total		\$25,400.00

Monday, June 15 30 Participants (10 English, 10 Math, 10 Science) - Basic Training
Tuesday, June 16 10 Participants (English) - English Training
Tuesday, June 16 10 Participants (Math) - Math Training
Wednesday, June 17 10 Participants (English) - English Training
Wednesday, June 17 10 Participants (Math) - Math Training
Thursday, June 18 10 Participants (Science) - Science Training

This Quote is not a contract or invoice. It is provided for informational purposes only, does not constitute an offer, expires on the date set forth in the Quote, and may be reinstated after expiration only by written confirmation of ACT. Stenographic and clerical errors are subject to correction. Any order or purchase of the products or services set forth in this Quote shall be subject to execution of a written agreement between ACT and Customer. Any terms proposed by Customer in response to this Quote are rejected unless otherwise set forth in the written agreement between the parties.

To: Rutherford County Board of Education

Re: 2020 RCS Summer Conference

The Instructional Department is requesting the approval of a contract with Staff Development for Educators (SDE) for the annual teacher professional development conference.

SDE will contract national presenters, design and maintain a website with registration, and manage online handouts for all sessions for a two-day conference for the Rutherford County School district:

1. Conference will occur on July 22nd -23rd, 2020. This training follows District Goal 3: increasing achievement scores and reaching AMO targets and Goal 4: training effective teachers and district instructional leaders. Instructional coaches will disperse training into each of their schools.

The total Title II contract expenditure is \$165,000.

Recommend a Motion to approve, a contract between SDE Staff Development for Educators for the 2020 RCS Summer Conference, at the cost of \$165,000. Title II funds will pay for 100% of the cost.

Rutherford County Schools Summer Conference 2020
“Empower today’s students to grasp tomorrow’s opportunities”
Itemized Customized Conference Contract

This contract assumes that Rutherford County Schools’ conference:

1. Will be a two-day conference held on July 22-23, 2020
2. Will have an audience of up to 900 Rutherford County Schools educators and administrators from grades Pre-K through 12.

CONFERENCE PRICING

<p>Conference Presenters</p> <ul style="list-style-type: none"> • 10-12 National Presenters recommended by RCS Central Office staff, participants from last year’s conference, and SDE program planners. • Presenter stipend, travel fees and meals are included in the above pricing. All presenters will be contracted by SDE. All presenter travel will be booked by SDE, unless other arrangements are made with the presenter. Also included in the presenter fees are the program planning/project management costs associated with communicating with district staff and the presenters to develop conference sessions and to collect session handouts specific to the identified needs of RCS. • RCS will provide RCS practitioners to present roughly 28-35 sessions (4-5 sessions per session time slot- 7 session time slots over 2 days) in addition to the National Presenters. RCS will provide SDE the practitioner names, e-mails, photos for the website, session titles & session description including the appropriate grade band, before January 31, 2020. SDE will incorporate the practitioner sessions into the conference while maintaining the content and grade level balance of the overall program. 	<p>\$140,000</p>
<p>SDE Marketing Team</p> <p>Pricing includes the following:</p> <ul style="list-style-type: none"> • Design a custom Conference logo. Colors chosen by RCS are “Twitter blue, black & white” • Design & Maintain a conference website (via CVENT) with all pertinent conference information 	<p>\$7,585</p>

<ul style="list-style-type: none"> • Design all email communications for RCS educators- e-mail deployed internally by RCS. • Design & Deploy a postcard mailing as a reminder for all registered participants in mid-June. 1,100 6" x 4.25" color printed "reminder" postcard mailed in mid-June to remind registrants about the conference dates & details, and to remind them to download the Conference App and sessions handouts from the handout site. Print, address, sort & mail (1,100 x .35= \$385, color printing of postcard \$100, printing address labels for registrants \$100) • Design an event Program Guide with all conference details- RCS will print • Interactive Customized Conference Event App (via Crowd Compass) through which notifications and updates can be pushed and through which registered participants can see their schedule, interact with speakers & other attendees, access session handouts, individual session surveys and an overall conference survey. 	
<p>Registration</p> <p>Pricing includes the following:</p> <ul style="list-style-type: none"> • Online pre-registration for RCS staff • Weekly Registration/Attendance Reports • Customer Service call center provided by SDE's Customer Satisfaction Department to provide assistance to registrants and to call registrants in advance of the conference to confirm registration. • 900 Color-printed customized name badges, plastic name badge holders and coordinating colored lanyards to identify the participant's full name, school, lunch choice, and session choices with room assignments shipped 1 week in advance of the conference • Certificates of attendance e-mailed to participants after the conference • TASL Certificates e-mailed to administrators after the conference (RCS provides a confirmed administrator attendee list) • Compiled In-App session and conference evaluation report post conference 	\$15,000
<p>Online Session Handout Site</p> <ul style="list-style-type: none"> • Online handouts for all sessions (SDE presenters & RCS practitioners) hosted on-line and accessible through the Conference App for one year, post conference 	\$2,000
<p>TOTAL</p>	\$164,585

STANDARD TERMS

PAYMENT

SDE requires Rutherford County Schools to provide a signed contract with a purchase order for the full amount for all products and services. This contract will be e-mailed to Rutherford County Schools upon approval of this proposal.

If Rutherford County Schools does not have 900 attendees at the conference, the total cost for the conference will remain the same.

CANCELLATION POLICY

Because SDE will dedicate both internal resources and allocate a host of high-value presenter talent in support of this proposed Rutherford County Schools conference, SDE must enforce the following policy:

- For a cancellation 60 or more days prior to the start of the event and after signing this contract: If Rutherford County Schools cancels this conference for any reason, they are responsible for a cancellation fee of 15% of the total amount of the contract.
- For a cancellation 30 - 59 days prior to the start of the event: If Rutherford County Schools cancels this conference for any reason, they are responsible for a cancellation fee of 35% of the total amount of the contract.
- For a cancellation of 29 days or less prior to the start of the event: If Rutherford County Schools cancels this conference for any reason within this timeframe, they are responsible for a cancellation fee of 50% of the total amount of the contract.
- For a cancelled conference that is rescheduled for a later date: If Rutherford County Schools commits to rescheduling the cancelled event, SDE will agree to apply any paid cancellation fees, less the amount of our direct expenses for the cancelled conference that we cannot recoup, towards the cost of their rescheduled event.

RESPONSIBILITIES OF RUTHERFORD COUNTY SCHOOLS

In order for this conference to be a success, Rutherford County Public Schools must:

1. Have a lead contact person available onsite during all conference hours.
2. Provide the necessary equipment in each presenting room as indicated on a presenter needs spreadsheet that will be provided, such as an LCD projector, document camera, overhead projector, 8' screen, 3 tables in the front of the room, materials for "make & take" sessions, water for the presenters, and a wireless lapel microphone if the room is large. This list is not all inclusive.
3. Proofread all conference materials and communications designed by SDE including but not limited to conference email communications, program content, reminder postcard, program guide, app and website- designed by SDE and then, after suggested edits, approve the final draft.

4. Provide contact information for the RCS Practitioners as well as information about their sessions, AV requirements and supply needs to the SDE Programmer by the deadline set and communicated to RCS by SDE.
5. Provide classroom-style seating in all rooms except the auditoriums.
6. Provide brief opening remarks before the keynote addresses.

Bill C. Spurlock
Rutherford County Schools
Director of Schools

Date

Jim Estes
Rutherford County Schools
Chairman of the Board

Date

Monica Riffle

Monica Riffle, SDE, Inc
Staff Development for Educators, SDE Inc.
TN Account Executive

12/12/2019

Date

MEMORANDUM

DATE: January 10, 2020
TO: Bill C. Spurlock
FROM: Sara R. Page
RE: Transfer Student Under Discipline

The Board has been requested to admit a transfer student under discipline from another school system. The student was previously expelled and allowed to attend alternative school in Davidson County.

The student was expelled for marijuana possession at school.

According to Policy 6.318, the Board must approve all admissions when a student transfers from another school system while under suspension or expulsion. I recommend that the student be admitted and placed in alternative school.

Bid #3446
Door Replacements

Item #	Door Replacements	Isenhour Door Products	*McCarthy, Jones and Woodard, LLC
A.	LaVergne High	\$ 147,070.00	\$ 99,949.00
B.	Smyrna High	\$ 87,902.70	\$ 59,025.00
C.	Wilson Elem.	\$ 58,707.93	\$ 38,942.00
D.	Central Magnet	\$ 82,925.63	\$ 60,750.00
E.	Rock Springs Elem.	\$ 62,078.22	\$ 46,039.00
F.	Rock Springs Middle	\$ 84,512.89	\$ 68,092.00
G.	Christiana Middle	\$ 76,048.90	\$ 60,030.00
H.	McFadden School	\$ 65,549.62	\$ 49,776.00
I.	Siegel Middle	\$ 71,852.04	\$ 64,056.00
J.	LaVergne Middle	\$ 93,274.33	\$ 72,068.00
K.	Blackman Middle	\$ 77,914.44	\$ 59,755.00
L.	Riverdale Middle	\$ 91,252.00	\$ 56,665.00
M.	Blackman High	\$ 98,364.46	\$ 79,783.00
N.	Stewartsboro Elem.	\$ 101,868.80	\$ 107,959.00
O.	Total Bid for All Fourteen Schools	\$ 1,199,322.00	\$ 922,833.00

*Bidder did not hold a general contractor's license

Mailed to 32 vendors
30 vendors did not respond

Recommend: Motion to award to Isenhour Door Products as overall best bid as shown.

To be funded through 2019-2020 Capital Projects for Blackman High, LaVergne High, Smyrna High, and Stewartsboro.

**Bid #3449
90 Passenger Bus
Siegel High School**

Company Name	90 Passenger Multi Functional Bus	Optional Luggage - 20Cu ft.	Make, Model, Year
Mid-South Bus	\$ 105,375.00	\$ 1,000.00	Thomas, 1418S EFX, 2021 or newer

Mailed to 12 vendors

11 vendors did not respond

Recommend: Motion to award to Mid-South Bus Center for overall lowest and best bid.

To be funded through Siegel High School Driver's Ed Funds

Bid #3451 - Secure Vestibules

Location	Orion Building Corporation
Blackman High	\$ 40,168.00
Smyrna Primary	\$ 42,005.00
Walter Hill Elementary	\$ 61,492.00
Total Bid for All Three Schools	\$ 143,665.00

Mailed to 18 vendors
17 vendors did not respond

Recommend: Motion to award to Orion Building Corporation for overall lowest and best bid.

To be funded from Safe Schools Funding.



001064727

**CHARTER
NONPROFIT CORPORATION**

SS-4418



Tre Hargett
Secretary of State

**Division of Business Services
Department of State
State of Tennessee**
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

For Office Use Only
-FILED-
Control # 001064727

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: Stewarts Creek High School Dugout Boosters

2. Name Consent: (Written Consent for Use of Indistinguishable Name)

This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: School Organization - Exempt

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:

KIMBERLY DAWN VONDOHLEN
KIM VONDOHLEN
301 RED HAWK BLVD
SMYRNA, TN 37167-6756
RUTHERFORD COUNTY

5. Fiscal Year Close Month: June

Period of Duration: Expires: 12/01/2023

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:

(none) (Not to exceed 90 days)

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:

This corporation is a public benefit corporation / mutual benefit corporation.

This corporation is a religious corporation / not a religious corporation.

This corporation will have members / not have members.

9. The complete address of its principal office is:

KIM VONDOHLEN
301 RED HAWK BLVD
SMYRNA, TN 37167-6756
RUTHERFORD COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

B0782-8318 12/01/2019 6:11 PM Received by Tennessee Secretary of State Tre Hargett



**CHARTER
NONPROFIT CORPORATION**

SS-4418



Tre Hargett
Secretary of State

**Division of Business Services
Department of State
State of Tennessee**
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

For Office Use Only
-FILED-
Control # 001064727

The name of the corporation is: Stewarts Creek High School Dugout Boosters

10. The complete mailing address of the entity (if different from the principal office) is:

KIM VONDOHLEN
301 RED HAWK BLVD
SMYRNA, TN 37167-6756

11. List the name and complete address of each incorporator:

Title	Name	Business Address	City, State, Zip
Incorporator	Kimberly D Vondohlen	7023 ALEXANDRIA DRIVE	MURFREESBORO, TN 37129

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

- I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the \$100 filing fee required by T.C.A. §48-51-303(a)(1).
- This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).
- This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:

In the event of dissolution of the Corporation, the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.

14. Other Provisions:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Electronic Signature	Incorporator Title/Signer's Capacity
Kimberly D Vondohlen	Dec 1, 2019 6:11PM
Printed Name	Date

B0782-8319 12/01/2019 6:11 PM Received by Tennessee Secretary of State Tre Hargett



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Stewarts Creek High School Dugout Boosters
KIM VONDOHLEN
301 RED HAWK BLVD
SMYRNA, TN 37167-6756

December 1, 2019

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

SOS Control # :	001064727	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	12/01/2019
Filing Date:	12/01/2019 6:11 PM	Fiscal Year Close:	6
Status:	Active	Annual Report Due:	10/01/2020
Duration Term:	Expires: 12/01/2023	Image # :	B0782-8318
Business Type:	School Organization - Exempt		
Public/Mutual Benefit:	Mutual		
Business County:	RUTHERFORD COUNTY		

Document Receipt

Receipt # : 005125717

Filing Fee: \$0.00

Registered Agent Address:
KIMBERLY DAWN VONDOHLEN
KIM VONDOHLEN
301 RED HAWK BLVD
SMYRNA, TN 37167-6756

Principal Address:
KIM VONDOHLEN
301 RED HAWK BLVD
SMYRNA, TN 37167-6756

Congratulations on the successful filing of your **Charter** for **Stewarts Creek High School Dugout Boosters** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (www.tn.gov/revenue) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.


Tre Hargett
Secretary of State



MEMBERSHIP AND TAX EXEMPT STATUS CERTIFICATE

This document certifies that

is a subordinate member in good-standing of Parent Booster USA, Inc. through

and as a result is recognized by the Internal Revenue Service as tax-exempt
under section 501(c)(3) of the Internal Revenue Code.

Membership in Parent Booster USA must be renewed annually to maintain tax-exempt status. To renew membership, visit:
parentbooster.org/renew.

Parent Booster USA, Inc. is a North Carolina nonprofit corporation recognized by the IRS as tax-exempt under section 501(c)(3) of the Internal Revenue Code. Parent Booster USA, Inc. has also been issued a group exemption letter by the IRS that recognizes Parent Booster USA's subordinate organization members as tax-exempt under section 501(c)(3). Parent Booster USA quarterly provides the IRS with an updated list of its subordinate organizations in good standing. Subordinate organizations in good standing are provided with this certificate to confirm their federal tax-exempt status.

Parent Booster USA's federal tax-exempt status and group exemption letter may be confirmed on the IRS website as follows:

1. Go to www.irs.gov or visit apps.irs.gov/app/eos and skip to step 5
2. At the top the page under _____, or under _____ on mobile, click _____
3. Click the link for the _____
4. Down the page, click the blue button for the _____
5. Enter Parent Booster USA's EIN: _____
6. Click _____

Under _____, it says _____. If you click on _____, an explanation regarding the group letter ruling that exempts PBUSA's subordinates appears.



Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: June 27, 2019

PARENT BOOSTER USA INC
3554 W ORANGE COUNTRY CLUB DR
WINTER GARDEN FL 34787

Person to Contact:

Mrs. Brown # 02-02975

Employer Identification Number:

30-0281785

Group Exemption Number:

5271

Dear Sir or Madam:

This is in response to your request dated June 24, 2019, for information about your tax-exempt status.

Our records indicate we issued a determination letter to you in October 2005, and that you're currently exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also recognized the subordinates on the list you submitted as exempt from federal income tax under IRC Section 501(c)(3).

For federal income tax purposes, donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106 and 2522.

Because IRC Section 170(c) describes your subordinate organizations, donors can deduct contributions they make to them.

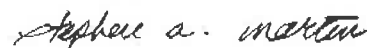
Please refer to www.irs.gov/charities for information about filing requirements. Specifically, IRC Section 6033(j) provides that, if you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

In addition, each subordinate organization is subject to automatic revocation if it doesn't file a required return or notice for three consecutive years. Subordinate organizations can file required returns or notices individually or as part of a group return.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Sincerely yours,



Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Date of this notice: 12-06-2019

Employer Identification Number:
84-3889848

Form: SS-4

Number of this notice: CP 575 E

STEWARTS CREEK HIGH SCHOOL DUGOUT
BOOSTERS
301 RED HAWK BLVD
SMYRNA, TN 37167

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-3889848. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is STEW. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.

Keep this part for your records.

CP 575 E (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 E

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 12-06-2019
EMPLOYER IDENTIFICATION NUMBER: 84-3889848
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
██

STEWARTS CREEK HIGH SCHOOL DUGOUT
BOOSTERS
301 RED HAWK BLVD
SMYRNA, TN 37167

**BY-LAWS
OF
STEWARTS CREEK HIGH SCHOOL DUGOUT BOOSTERS
ORGANIZATION**

**ARTICLE I
NAME AND NATURE OF CORPORATION**

Section 1: Name

The name of this organization is the Stewarts Creek High School Dugout Boosters, also referred to as SCHS Dugout Boosters.

Section 2: Nature of Corporation

The organization is a nonprofit corporation formed under the Tennessee Nonprofit Corporation Act as a “School Support Organization” or SSO in the state of Tennessee and is organized and shall be operated in accordance with the meaning and provisions of Section 501(c)(3) of the Internal Revenue Code and the regulations issued there under.

**ARTICLE II
PURPOSE AND FUNCTION**

Section 1: Purpose and Function

The SCHS Dugout Boosters is organized exclusively for charitable and educational purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code. The organization’s purpose and function is to encourage, promote, and provide financial support for the baseball and softball programs at Stewarts Creek High School in the endeavor to build a hitting facility.

**ARTICLE III
BASIC POLICIES**

Section 1

The organization shall be non-commercial, nonsectarian, and nonpartisan.

Section 2

The name of the organization or the names of the members in their official capacities shall not be used in connection with a commercial concern or with any partisan interests.

Section 3

The organization shall cooperate with the school in ways that will not interfere with the administration of the school and not subordinate, control, or otherwise undermine the authority and/or decisions of school personnel.

Section 4

The organization is not formed for pecuniary or financial gain, and no part of the assets, income, or profit of the organization is distributed to, or inures to the benefit of its members or officers.

Section 5

The organization is subject to the policies of the Rutherford County Board of Education and Stewarts Creek High School regarding booster organizations, and such policies and procedures will be followed.

**ARTICLE IV
MEMBERSHIP AND DUES**

Section 1

Membership shall be open to any person who subscribes to the purpose and function of the organization, subject only to compliance with the provisions of these by-laws.

Section 2

Annual dues, membership levels, and privileges for membership shall be determined by the Executive Committee at their first meeting of the year.

**ARTICLE V
OFFICERS AND ELECTIONS**

Section 1: Officers

The officers of the organization shall consist of a President, Vice-President, Secretary, and Treasurer.

Section 2: Elections

- a. Initial officers shall be elected at the first meeting after the booster club has been approved by the school board.
- b. Each subsequent year, officers will be nominated and elected at the May general meeting by the general membership. If any officer positions remain vacant after the May meeting, a nominating committee, appointed by the Executive Committee, will seek out interested nominees.
- c. Only those nominated persons who have signified their consent to serve if elected shall be considered for election.
- d. A vacancy occurring in an office shall be filled by the Executive Committee for the fulfillment of the unexpired term.

**ARTICLE VI
DUTIES OF OFFICERS**

Section 1: President

- a. Shall preside at all meetings of the organization as well as Executive Committee meetings.
- b. Shall perform such other duties as prescribed in these by-laws or as assigned by the Executive Committee.
- c. Shall appoint committees and committee chairpersons.
- d. Shall ensure compliance with the rules, regulations, and policies of the Rutherford County School Board and Stewarts Creek High School regarding booster organizations.

Section 2: Vice-President

- a. Shall have such powers and perform such duties as delegated by the President.
- b. In the absence or disability of the President, shall perform the duties and exercise the powers of the President.

Section 3: Secretary

- a. Shall keep minutes of all general and Executive Committee meetings.
- b. Shall keep such other records as directed by the Executive Committee.
- c. Shall keep a database of past and present members.
- d. Shall perform all the duties usually incident to the office of Secretary, subject to the control of the Executive Committee.

Section 4: Treasurer

- a. Shall keep the financial records of the club, collect dues, and authorize payment upon approval of the Executive Committee.
- b. Shall receive all monies of the organization.
- c. Shall perform all the duties usually incident to the office of the Treasurer, subject to the control of the Executive Committee.
- d. Shall present a statement of accounts at every meeting of the organization and every meeting of the Executive Committee.
- e. Shall, at the end of each fiscal year, prepare a year-end financial statement for review by the members of the organization.
- f. Shall submit to the school bookkeeper appropriate monthly and annual financial statements (including bank statements and cancelled checks).

**ARTICLE VII
MEETINGS**

General Meetings of the organization shall be held monthly with dates and times to be fixed by the Executive Committee at the year’s first meeting. Additional meetings shall be called at the discretion of the Executive Committee. A quorum is present in any meeting in which reasonable notification is given to interested parties.

**ARTICLE VIII
EXECUTIVE COMMITTEE**

Section 1: Executive Committee

The Executive Committee shall be composed of the elected officers.

Section 2: Duties of the Executive Committee

The duties of the Executive Committee shall be:

- a. To transact necessary business in the intervals between regular meetings and such other business as may be referred to it by the membership.
- b. To approve the plans of work of any committees.
- c. To present a report at the regular meetings of the organization.
- d. To approve routine bills, within the limits of the budget.

Section 3: Guidance from School Officials

The duty of the Executive Committee shall be, through the suggestions of the principal and school personnel, to determine the needs of the school, and applicable programs within the school, so as to attain the objectives set forth in Article II.

Section 4: Executive Committee Meetings

Regular meetings of the Executive Committee shall be held monthly, or at the time to be fixed by the committee at its first meeting of the year. A majority shall constitute a quorum. A special meeting of the Executive Committee may be called by the President or a majority of the members of the committee.

**ARTICLE IX
AMENDMENTS**

These by-laws may be amended at any regular meeting of the organization by a two-thirds (2/3) affirmative vote of the members present, provided due notice of the proposed amendment(s) has been given in writing to members at least seven (7) days prior to the meeting.

**ARTICLE X
PARLIAMENTARY AUTHORITY**

Robert’s Rules of Order shall be the authority on all questions of procedure not specifically stated in these by-laws.

**ARTICLE XI
DISSOLUTION CLAUSE**

If the organization is dissolved or ceases to exist, the money and assets of the organization shall be distributed to Stewarts Creek High School in accordance with current Internal Revenue codes.

Officer _____ Date _____

Officer _____ Date _____

Rutherford County Board of Education

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

1 Residence

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

9 II. Attendance Areas

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

14 III. Transfers

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

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

20 IV. Zone Exemptions

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

24 B. From February 1 through April 15 of each school year, parents/guardians may request that
25 his/her child attend a school within the system other than the one which the child is zoned.
26 After this, the designated period zone exemptions may be considered by the Director on a
27 case by case basis. In reaching a decision for exemption, the Director of Schools or his/her
28 designee may consider:
29

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

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

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

11 D. No one is authorized to grant an exemption to applicable school zone lines other than those

12 specified in this policy.

13 E. If an attendance zone exemption is granted, transportation must be provided by the

14 custodial parents or legal guardian to the school outside the attendance transportation zone.

15 Bus transportation will not be provided to or from the out-of-zone school.

16 F. This policy does not in any way prohibit an M-team, the childcare development advisory

17 committee, or the disciplinary hearing committee from making program recommendations

18 for students at any time during the school year.

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

20 to suspension.

21 H. School personnel who knowingly allow or encourage a student to violate the school zone

22 line without an exemption having previously been granted shall be disciplined.

23 I. If a student is granted a zone exemption, the student will be permitted to continue to attend

24 the new school in subsequent years based upon the exemption **unless the exemption is**

25 **granted for a student to participate in a program of study. If the exemption was based on a**

26 **particular program of study, the student must resubmit a zone exemption annually. It is not**

27 **necessary that a zone exemption be applied for annually. However,** Any zone exemption

28 granted may be reviewed at any time by the Director of Schools, school principal(s) or any

29 other administrator. A granted zone exemption is subject to revocation upon the

30 recommendation of the principal(s) of the school. Factors to be considered in revoking a

31 zone exemption include, but are not limited to, disciplinary matters, transportation,

32 overcrowding, student attendance, academic progress and/or any other circumstance

33 affecting the good order and discipline of the school.

34 J. After a student has enrolled in one school, he **or she** will not be permitted to transfer to

35 another, unless there is a change in residence of the student's custodial parents or legal

1 guardian to a location outside the area in which the student first enrolled. Any deviation
2 from this must be brought before the Director of Schools or his/her designee.

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

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

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

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

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

16 V. Zone Exemption Procedure

17 A. The specific procedures will be developed and approved by the Director of Schools.

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

20 C. The Director of Schools or his/her designee reviews the recommendations of the principals,
21 the reasons for the transfer request and any supporting documentation, if provided, then
22 approves or denies the request.

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

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

27 A. Appeals to the Director of Schools

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

- 1 2. Upon timely receipt of the application for appeal, the Director of Schools shall
2 review the entire record and shall, without a hearing, render a decision in writing
3 on the appeal. Notice of the Director of Schools decision shall be mailed to the
4 parent or legal guardian within ten (10) days from the date of the Director of
5 Schools decision.

6 B. Appeals to the Board

- 7 1. Within ten (10) days from the date the Director of Schools order denying the
8 appeal is mailed to the parent or legal guardian, the parent or legal guardian may
9 make application to the Board for a hearing as to the reasonableness of the
10 assignment and as to the parent's request for a transfer. The application for
11 appeal must be in writing and shall state the specific reasons why the applicant
12 contends that the child should not attend the school assigned and the specific
13 reasons why the child should be assigned to the different school named in the
14 application.
- 15 2. Upon receipt of such application for hearing, the Board shall set a date for the
16 hearing of the appeal and such hearing shall be held within a reasonable time
17 after receipt of the written application for the hearing. Written notice of the date
18 and place of the hearing shall be given by the Board or its secretary to the parent,
19 legal guardian or legal custodian of such child by mailing a notice of hearing to
20 said party, by certified return receipt mail, at his/her last known address at least
21 ten (10) days before the date of the hearing. The applicant shall be entitled to
22 appear in his/her own behalf or be represented by counsel upon the hearing of
23 such protest.
- 24 3. The procedures governing the appeal, including, inter alia, the evidence to be
25 admitted, the obtaining of subpoenas and witnesses, the use of counsel and the
26 burden of proof shall be governed by Tennessee Code Annotated section 49-6-
27 3203.
- 28 4. As provided by Tennessee Code Annotated section 49-6-3204, the Board of
29 Education shall designate one (1) or more competent examiners to conduct any
30 such hearings, to take testimony, and to make a report of the hearings to the
31 entire Board for its determination. Before the Board shall enter a final order in
32 such cases, the members thereof shall personally consider the entire record and
33 the Board shall make its decision on the basis thereof.
- 34 5. Within a reasonable time after the completion of the hearing, the Board shall
35 enter the written order either granting or denying the protest. A copy of the order
36 and the findings of the Board shall be mailed by the Board or its secretary to all

1 parties appearing at the hearing, by certified return receipt mail, at their last
2 known mailing address within five (5) days from the date of such order.

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

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

6 VII. Private Schools

7 A. Students transferring into a Rutherford County school from a private school should do so
8 at the beginning of the fall or spring semester or immediately thereafter.

9 B. Students entering a Rutherford County school from a non-approved private school shall
10 be subject to the provisions of the Rules, Regulations and Minimum Standards of the
11 Tennessee State Board of Education.

Rutherford County Board of Education

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

- 1 No part of the school system, including the facilities, the name, the staff, and the students, shall be used
2 for advertising or promoting the interests of any commercial, political or other non-school agency or
3 organization except that:
- 4 1. The school may cooperate in furthering the work of any non-profit, community-wide social
5 service agency, provided that such cooperation does not restrict or impair the educational
6 programs of the schools;
 - 7 2. The school may participate in radio or television programs under acceptable commercial
8 sponsorship when such programs are educationally beneficial;
 - 9 3. Community, educational, charitable, recreational and other similar civic groups may advertise
10 event pertinent to students' interests or involvement. Such advertisement, including the
11 distribution of materials, shall be subject to any procedures related to time, place and manner
12 established by the principal;
 - 13 4. The principal shall screen all materials prior to distribution to ensure their appropriateness. The
14 principal may prohibit materials that:
 - 15 a. would likely to cause substantial disruption of the operation of the school;
 - 16 b. violate the rights of others;
 - 17 c. are obscene, lewd or sexually explicit; or
 - 18 d. students would reasonably believe to be sponsored or endorsed by the school.
 - 19 5. The school may, upon approval of the Director of Schools, cooperate with any governmental
20 agency in promoting activities which advance the education or other best interests of the students;
 - 21 6. Political literature shall not be distributed through the school to students, nor sent home to
22 parents, nor placed in teachers' mail boxes, lounges, or on school premises;
 - 23 7. Political signs for people who are running for public office shall not be allowed on school
24 property except those being held by poll workers on election day; and
 - 25 8. The Board may approve the use of school logos and names by private entities in limited
26 circumstances as a method of fundraising.
 - 27 9. School publications may accept and publish paid advertising under procedures established by the
28 Director of Schools.
 10. Schools may sell advertisements in the form of ads and/or signs as fundraisers for specific
school programs and/or interscholastic athletics.

Cross References

Board-Community Relations 1.500

Vendor Relations 2.809

Staff-Community Relations 5.606

Student Publications 6.704

Rutherford County Board of Education

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

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

3 **DEFINITION**

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

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

12 **COORDINATOR³**

13 The Board shall designate at least one (1) employee to coordinate its efforts to comply with and carry
14 out its responsibilities under the Americans with Disabilities Act (ADA) and Section 504, including
15 any investigation of any complaint alleging non-compliance with the Acts or alleging any actions that
16 would be prohibited by the Acts.

17 **NOTICE⁴**

18 The Board shall make available the name, office address, and telephone number of the ADA/Section
19 504 coordinator. Methods of initial and continuing notification may include the posting of notices,
20 publication in newspapers and student and employee handbooks, and distribution of memoranda or
21 other written communications.

22 **COMPLAINT PROCEDURE⁵**

23 The coordinator will hear ADA/Section 504 complaints. Complaints shall be submitted orally or in
24 writing to the coordinator who will endeavor to accomplish prompt and equitable resolution of
25 complaints alleging any action that would be prohibited by the ADA/Section 504. The coordinator will
26 respond to all complaints within twenty (20) days with a written response as well as information on
27 further grievance procedures that may be followed if the complaining party is not satisfied with the
28 coordinator's proposed resolution.

1 DUE PROCESS HEARING PROCEDURES

2 Section 504 of the Rehabilitation Act of 1973 provides the right to an impartial due process hearing if a
3 parent wishes to contest any action of the school system with regard to a child's identification,
4 evaluation, and placement under Section 504.⁶ If a parent/guardian requests a Section 504 hearing, the
5 parent/guardian has the right to personally participate and to be represented at the hearing by an
6 attorney or advocate at the parent's expense. Contested actions or omissions that are appropriate for a
7 Section 504 hearing should involve identification, evaluation, or placement issues involving a child
8 who has or is believed to have a disability.

9 *Request for Hearing*

10 A parent/guardian who wishes to challenge an action or omission with regard to the identification,
11 evaluation, or placement of a student who has or is believed to have a disability, as defined by Section
12 504, shall make an oral or written request for a due process hearing to the Section 504 coordinator. The
13 request shall be submitted on or reduced to writing on a form provided through the Central Office.

14 *Impartial Hearing Officer*

15 The Director of Schools/designee shall appoint an impartial hearing officer to preside over the hearing
16 and issue a decision. Such appointment will be made within fifteen (15) days of the date of receipt of a
17 request for a due process hearing. The hearing officer will be hired as an independent contractor at no
18 expense to the parent. The hearing officer that is appointed shall not be a current employee of the
19 school system and shall not be related to any member of the Board of Education. The hearing officer
20 need not be an attorney but shall be familiar with the requirements of Section 504 and the hearing
21 procedures under Section 504. The choice of an impartial hearing officer is final and may not be
22 presented as an issue at the due process hearing since such an issue would not relate to the
23 identification, evaluation, or placement of a disabled child under Section 504. If a parent/guardian
24 disputes the impartiality of the appointed hearing officer, he/she may raise such issue in a review of the
25 hearing officer's opinion by a court of competent jurisdiction or in a complaint to the Office for Civil
26 Rights.

27 Office for Civil Rights
28 U.S. Department of Education
29 61 Forsyth St. S.W., Suite 19T10
30 Atlanta, GA 30303-8927
31 Telephone: 404-974-9406
32 Email: OCR.Atlanta@ed.gov

33 *Scheduling of Hearing*

34 The appointed hearing officer shall set a date for the hearing within fifteen (15) days of his/her
35 appointment and provide this information in writing to the parent/guardian and the Section 504
36 coordinator. The hearing shall take place at a mutually agreeable time and place.

1 *Continuances*

2 Upon a showing of good cause, the hearing officer, at his/her discretion, may grant a continuance of
3 the hearing date and set a new hearing date.

4 *Legal Representation at Hearing*

5 If a parent/guardian is represented by a licensed attorney at the due process hearing, he/she must
6 inform the Section 504 coordinator and the appointed hearing officer of that fact, in writing, at least
7 seven (7) calendar days prior to the hearing date, or the hearing can be continued upon the
8 coordinator's request.

9 *Pre-Hearing Conference*

10 The hearing officer may order a Pre-Hearing Conference during which the parent/guardian or his/her
11 representative will state and clarify the issues to be addressed at the hearing. The Pre-Hearing
12 Conference will also serve to resolve preliminary matters, clarify jurisdictional issues, and answer the
13 parties' questions regarding the hearing process. The Pre-Hearing Conference can be held via
14 telephone or in person depending on the hearing officer's decision based on the convenience to both
15 parties.

16 *Dismissals*

17 If, after the Pre-Hearing Conference, the hearing officer finds that the parent/guardian, as a matter of
18 law, alleges and/or raises no factual claims or legal issues that come within his/her jurisdiction as a
19 Section 504 hearing officer, he/she may dismiss the hearing and issue an order to that effect explaining
20 the basis for such finding.

21 *Hearing*

22 The hearing shall be conducted in an informal, non-adversarial manner. The hearing shall be closed to
23 the public unless the parent/guardian requests an open hearing. The hearing officer may reasonably
24 limit testimony and introduction of exhibits for reasons or relevance.

25 *Recording*

26 Instead of a formal written transcript produced by a court reporter, the entire due process hearing will
27 be video recorded. The school system shall provide a copy of the recording to the parent/guardian upon
28 request. In order for an accurate recording to be made, the parties and witnesses shall introduce
29 themselves at the beginning of their presentations. If a parent/guardian appeals the decision of the
30 hearing officer to a court of competent jurisdiction, the school system shall prepare a written transcript
31 of the hearing to be offered to the court as an exhibit.

32 *Witnesses*

33 Witnesses will present their information in narrative form, without the traditional question and answer
34 format of legal proceedings. Cross-examination of witnesses will not be allowed, but a party may
35 request that the hearing officer, at his/her discretion, ask a witness a certain question.

1 *Format of Presentation*

2 Each side will have an equal amount of time to present their positions as determined by the hearing
3 officer. The parent/guardian will present his/her case first by making an opening statement outlining
4 the issues, calling witnesses, and making a closing argument. The school system will present its side
5 next.

6 At the end of the school system's presentation, the parent/guardian may offer a short response. Each
7 side may present personally or through their representatives.

8 *Submission of Exhibits*

9 As part of their presentations and at the discretion of the hearing officer, the parties may submit any
10 reports, evaluations, correspondence, notes, or any other documents that may support their positions.
11 Exhibits submitted to the hearing officer by either party must be marked. The hearing officer may, in
12 the exercise of his/her discretion, reasonably limit the number of documents to be submitted for his/her
13 review as well as the number of witnesses and the length and/or scope of their presentations or
14 statements.

15 *Closing Arguments*

16 The hearing officer may allow or request written closing arguments summarizing and characterizing
17 the information presented at the hearing.

18 *Decision*

19 The hearing officer may make an oral ruling at the conclusion of the hearing or take the case under
20 advisement and issue a written opinion. Such decision shall address all of the issues raised by the
21 parent/guardian as well as any corrective actions, if any, the school system must take. Any issue or
22 claim raised by the parent/guardian that is left unaddressed by the hearing officer in his/her decision
23 will be deemed to have been denied. The decision must be issued within forty-five (45) days after the
24 date the Request for a Due Process Hearing is received by the district. The hearing officer may not
25 award attorneys' fees as a part of the relief granted to a parent/guardian or the district.

26 *Review Procedure/Appeal*

27 If the parent/guardian is not satisfied by the decision of the hearing officer, he/she may seek review of
28 the decision in a court of competent jurisdiction.

Legal References

1. 34 CFR § 104.4(a)
2. 42 USCA §12112(a)
3. 28 CFR § 35.107
4. 28 CFR § 35.106; 34 CFR § 104.8
5. 28 CFR § 35.170, 35.172
6. 34 CFR §104.36

Cross References

School Board Meetings 1.400
Visitors to the Schools 1.501
Reporting Student Progress 4.601
Graduation Activities 4.606
Equal Opportunity Employment 5.104
Personnel Health Examinations/Communicable Diseases 5.400
Acquired Immune Deficiency Syndrome 5.401
Complaints and Grievances 5.501
Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304
Acquired Immune Deficiency Syndrome 6.404

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: <h2 style="margin: 0;">Safety</h2>	Descriptor Code: 3.201	Issued Date: Click here to enter a date.
		Rescinds: 7-28/Contract Art. 17	Issued: 01/15/09

1 The principal of each school shall develop procedures for keeping school facilities safe and free from
 2 hazards.¹

3 All employees shall report current and potential hazards to their immediate supervisor(s).

4 Each principal is responsible for seeing that safety is a part of the instructional program of the school as
 5 required by law.

6 The safety program shall include:

- 7 1. Fire prevention;
- 8 2. Accident prevention;
- 9 3. Warning systems;
- 10 4. Emergency drills;
- 11 5. Emergency closings;
- 12 6. Traffic safety;
- 13 7. Traffic and parking controls;
- 14 8. Safety inspections;
- 15 9. First aid; and
- 16 10. Disaster preparation.

17 Only students assigned to the school, the staff of the school, parent(s)/guardian(s) of students, and other
 18 persons with lawful and valid business shall enter onto the grounds or into the buildings of a school
 19 during the hours of student instruction. All staff shall report all persons appearing to be improperly on
 20 school premises to the principal.²

21 The principal shall secure assistance from law enforcement officials when he/she deems it necessary in
 22 order to maintain order or security. **In addition, the Director of Schools/designee shall provide the local**
 23 **law enforcement agency with all safety and security plans.³**

Legal References

1. TCA 49-6-804(a)
2. TCA 49-6-2008(a), (b)
3. TCA 49-6-804(c)

Cross References

- Visitors to the School 1.501
Emergency Preparedness Plan 3.202
 Care of School Property 6.311

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: School Nutrition Management	Descriptor Code: 3.500	Issued Date: 06/09/16
		Rescinds: 3.500	Issued: 06/16/11

1 The School Nutrition Program shall be operated on a nonprofit basis and shall comply with all rules
2 and regulations pertaining to nutrition, health, sanitation, internal accounting procedures, and service
3 of foods and will meet all state and federal and local requirements necessary for participation.¹

4 The system's food service supervisor will oversee the program. All products and services necessary for
5 the operation of the school nutrition department shall be procured using a procurement plan which
6 must comply with federal and state purchasing procedures.

7 School Nutrition may include the following programs: National School Lunch Program, Fresh Fruit
8 and Vegetable Program, School Breakfast Program, Seamless Summer Option and Afterschool Snack
9 Program. Meals and snacks that are offered shall meet the federal requirements for reimbursement as
10 defined by federal regulations.²

11 As required for participation in the School Nutrition Programs, the Board agrees to the following:

- 12 1. Meals must be made available to all students in attendance.
- 13 2. Free and reduced-price meals/snacks must be made available to students who are determined
14 eligible for these benefits.

15 Students will be permitted to bring their lunches from home and to purchase allowable beverages and a
16 la carte items at school.

17 The sale of competitive foods must be in compliance with all local procedures, but at a minimum must
18 be as stringent as the current state and federal regulations concerning competitive foods.³

19 Procedures for implementing guidelines established by the State Department of Education, School
20 Nutrition Program are on file in the district food service procedures manual.

21 **FREE OR REDUCED PRICE MEALS**

22 The criteria and procedures for determining a student's need and steps in securing for students no-cost
23 or reduced-cost lunches as established at the state/federal level will be outlined and made known by the
24 school nutrition department.

25 Students who participate in no-cost or reduced-cost meals will not be distinguished in any way from
26 students who pay the regular price. All federal guidelines and mandates will be followed with regard
27 to name disclosure.

1 **COMPETITIVE FOODS/VENDING MACHINES**

2 The sale of competitive foods must be in compliance with all local procedures, but at a minimum must
3 be as stringent as the current federal regulations concerning competitive food bids.

4 Vending machines in the schools will be controlled so that they will not offer competition to the school
5 lunch program or encourage poor eating habits. Machines will be serviced by the vending companies
6 with profits being run through the school books.

7 **SANITATION**

8 School Nutrition Managers shall be responsible for implementing regulations from the Department of
9 Health and assuring that school cafeterias meet acceptable standards of cleanliness at all times.
10 Inspections of food service facilities shall be conducted semi-annually in accordance with USDA
11 Guidelines. During the regular school day, authorized personnel will be allowed in the kitchen area.

12 **OFFER VS. SERVE**

13 An offer versus serve meal plan shall be available to all students. All grades may choose a minimum
14 three items at breakfast and lunch for a reimbursable meal.

15 **STUDENT CHARGE POLICY**

16 In the event a student does not have adequate funds on account or in hand at the point of sale they will
17 be allowed to charge their meal. There will be no limit to the amount of reimbursable meals provided.

18 No charges will be allowed for a la carte items.

19 ~~Employees will be allowed to charge meals not exceeding serving days in a month. All charges must~~
20 ~~be paid for at the end of the month. If charges are not paid during the month they are incurred the~~
21 ~~employee will no longer be permitted to charge.~~

22 Charge notifications will be sent home weekly from the school nutrition managers at their respective
23 schools. Alternative meal selection will not be offered. All students who have inadequate funds will
24 receive the regular reimbursable meal offered that day.

25 Any losses arising from uncollectible accounts and other claims, and related costs (i.e. bad checks, bad
26 debts, etc.) are unallowable. (Tennessee Internal Uniform Accounting Policy Manual-Section 8).

27 Every attempt to collect charges will be made by the school nutrition manager and principal.

28 **EMPLOYEE CHARGE POLICY**

29 **Employees will be allowed to charge lunch meals not exceeding serving days in a week. All charges**
30 **must be paid for at the end of the week. If charges are not paid during the week they are incurred the**
31 **employee will no longer be permitted to charge. The ability to charge shall be available for the months**
32 **of August through April. No employees can charge a meal during the month of May.**

Legal References

1. TCA 49-6-2302, 2303; TRR/MS 0520-01-06-.04
2. 7 CFR § 210.10-.13
3. 7 CFR § 210.11

Cross References

Deposit of Funds 2.500
Financial Reports and Records 2.701

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Insurance Management	Descriptor Code: 3.600	Issued Date: 02/09/17
		Rescinds:	Issued:

1 The insurance program shall provide coverages in a minimum of the following broad categories:

- 2 1. Property: Buildings and contents against fire, extended coverage, vandalism and malicious
3 mischief, boiler and machinery explosion; and vehicles;
- 4 2. Liability: Board members, Director of Schools and employees resulting from discharging their
5 duties;
- 6 3. Worker's compensation and/or other state equivalent; and
- 7 4. Fidelity: Blanket bond and fiscal agent's bond as required by statute.

8 The Director of Schools shall continually review the insurance program to ensure that adequate
9 protection is being provided at a reasonable price.

10 **GROUP HEALTH**

11 The Board may provide group health insurance for benefit eligible employees.¹ The Director of
12 Schools, after consultation with personnel, shall recommend carriers of insurance for programs in
13 which the board makes partial or full payments.

14 **The Director of Schools/designee shall develop procedures to ensure the privacy of HIPAA protected**
15 **information.**²

Legal References

1. TCA 49-2-209
2. 45 CFR § 164.306, 164.316

Cross References

Payroll Procedures 2.802

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Instructional Program	Descriptor Code: 4.100	Issued Date: Click here to enter a date.
		Rescinds: 4.100	Issued: 01/15/09

1 **General**

2 **The Board shall not discriminate on the basis of race, color, religion, sex, national origin, or disability**
3 **in its instructional program or activities.¹**

4 **GOALS**

5 The Board approves the following instructional goals for students:

- 6 1. To acquire the knowledge and attitude necessary to achieve and maintain good physical and
7 mental health;
- 8 2. To develop the skills necessary to function as a self-directed person;
- 9 3. To develop the capacity to cope with change through an understanding of the arts, humanities,
10 and scientific processes;
- 11 4. To know the principles involved in making moral and ethical choices;
- 12 5. To develop the basic skills of reading, writing, computation, spelling, speaking, and problem
13 solving;
- 14 6. To develop a positive attitude toward the lifelong endeavor of learning;
- 15 7. To learn to identify personal talents and interests, make appropriate career choices, and develop
16 career skills;
- 17 8. To acquire knowledge and to develop skills in the management of personal and public
18 resources necessary for meeting obligations to self, family, and society;
- 19 9. To learn to act in a responsible manner;
- 20 10. To learn of the rights and responsibilities of citizens of the community, state, nation, and world;
21 and
- 22 11. To learn to understand, respect, and interact with people of different cultures, generations, and
23 races.

Legal References

1. 42 USCA § 200e *et seq.*

Cross References

School District Goals 1.700

NEW TITLE IF AMENDED: CLASS SIZE RATIO

Rutherford County Board of Education			
Monitoring: Review: Annually, in November	Descriptor Term: Basic Program	Descriptor Code: 4.201	Issued Date: 01/15/09
		Rescinds: 6-21	Issued:

1 ~~The Board shall not discriminate on the basis of sex, race, national origin, creed, age, or marital status~~
2 ~~in its educational programs or activities.~~

3 ~~Curriculum material utilized shall reflect the cultural and racial diversity present in the United States and~~
4 ~~the variety of careers, roles and life styles open to women as well as men in our society. One of the~~
5 ~~objectives of the total curriculum and teaching strategies is to reduce stereotyping and to eliminate bias~~
6 ~~on the basis of sex, race, ethnicity, religion and disability. The curriculum shall foster respect and~~
7 ~~appreciation of the cultural diversity found in our country and an awareness of the rights, duties and~~
8 ~~responsibilities of each individual as a member of a pluralistic society.¹~~

9 ~~The course of study in the schools shall include those subjects required by the Legislature and Tennessee~~
10 ~~State Board of Education as follows: reading, writing, spelling, arithmetic, English, geography, hygiene,~~
11 ~~sanitation, music, drawing, black history and culture, physical education, character education and free~~
12 ~~enterprise. Specific topics required in the schools include: nature of alcoholic drinks, narcotics and~~
13 ~~smoking of cigarettes and their effect upon the human system; history of Tennessee and its Constitution;~~
14 ~~history of the United States and its Constitution; displaying of the American flag; highway safety; and~~
15 ~~defensive driving.²~~

16 ~~The Board reserves the right to add additional courses and to amend the content of prescribed courses as~~
17 ~~experience and the process of curriculum development indicate the desirability of such change.~~

18 ~~A listing of courses offered for credit in grades 9-12 will be approved annually by the Board. Students~~
19 ~~may earn a minimum of 1/2 unit of credit in all subjects approved by the Rutherford County Board of~~
20 ~~Education and by the State Department of Education. Schools must seek approval from the local board~~
21 ~~to exceed the designated maximum number of units.~~

22 **General¹**

23 **Pupil-teacher ratios shall not exceed the averages outlined in state law. Further, class sizes shall not**
24 **exceed the maximum allowed by state law.**

25 **WAIVERS**

- 26 The Director of Schools/designee may seek a waiver from the Commissioner of Education to extend
 27 the career and technical education (CTE) classes in grades nine through twelve (9-12) as long as these
 28 class sizes do not exceed the maximum.
- 29 If a natural disaster results in the enrollment of displaced students, the Commissioner of Education
 30 may grant a waiver from the maximum class sizes.

 Legal References:

1. 42 U.S.C. 12101; 34 CFR § 106.34
2. TCA 49-6-1001 through 49-6-1205; TCA 49-6-1301

 Legal References

1. TCA 49-1-104; TRR/MS 0520-01-03-.03(3)

 Cross References:

- Student Goals 6.100
 Complaints and Grievances 6.305

 Cross References

- Graduation Requirements 4.605
 Religious Content of Courses 4.804
 Student Goals 6.100
 Student Concerns, Complaints, and Grievances 6.305

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: School Volunteers	Descriptor Code: 4.501	Issued Date:
		Rescinds:	Issued:

- 1 All volunteers must be approved by the principal and shall serve under the supervision and direction of
- 2 the professional personnel of the school to which they are assigned. Volunteers shall assist professional
- 3 personnel in the performance of their teaching and administrative responsibilities. They may not teach,
- 4 but they may reinforce skills taught by the professional staff.

- 5 The principal shall identify appropriate tasks for volunteers and shall be responsible for planning and
- 6 conducting orientation programs and regular in-service training sessions.

- 7 Volunteers shall serve without compensation but shall be insured by the Board against loss or damage
- 8 in the performance of their duties.¹

- 9 The principal shall ensure that appropriate recognition of volunteer services is made annually.

- 10 The Director of Schools shall develop procedures to require the appropriate background checks for
- 11 volunteers.²

Legal References

1. TCA 29-20-310(e)
2. TCA 49-5-413

Cross References

- Visitors to the School 1.501
 Safety 3.201
 Background Investigations 5.118

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Testing for Credit	Descriptor Code: 4.6041	Issued Date: 01/15/09
		Rescinds: 6-19	Issued:

1 Students who are enrolled in grades 9-12 may earn credit in U.S. Government and Civics (.5 credit) and
2 Economics (.5 credit) through examination in lieu of attending a class. Any student seeking to earn
3 credits other than in U.S. Government and Civics or Economics must make a written request to the
4 Assistant Superintendent of Curriculum and Instruction and receive written permission. High school
5 credit may not be given by examination in American History or any EOC course,² and who have taken
6 the equivalent of high school level courses in elementary grades may earn high school credit(s) for these
7 courses may. Students will earn credits toward graduation upon passing a comprehensive written
8 examination.¹ The following standards should be followed:

- 9 1. A student must request permission to study for the course over the summer. No credit will be
10 offered to a student who does not secure permission prior to end of the school year leading into
11 the summer in which they intend to study.
- 12 2. A student must pass the comprehensive written examination (using a standardized currently
13 adopted textbook produced test whenever possible) with a grade of 70 or above.
- 14 3. Examinations must provide evidence that the student has mastered all of the terminal objectives
15 in the applicable curriculum framework(s) adopted by the State Board of Education.
- 16 4. The examination may be administered only once to each eligible student. The examination must
17 be taken on the date scheduled by the District. Rescheduling of the examination for an individual
18 student with a conflict shall only occur in extreme circumstances upon approval of the Director
19 of Schools or his/her designee.
20

21 The Director of Schools shall develop procedures for:

- 22 1. Making application for credit;
- 23 2. Administering and scoring the examination; and
- 24 3. Recordkeeping to ensure that proper credit is given.

Legal References:

1. TRR/MS 0520-1-3-.06(2)
2. TCA 49-6-1202

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Graduation Activities	Descriptor Code: 4.606	Issued Date: 02/09/17
		Rescinds: 4.606	Issued: 12/12/13

1 Students who have met all graduation requirements on the day of graduation may participate in
2 graduation ceremonies which are held at the end of the school year. Students who are within two (2) or
3 fewer credits of meeting all requirements¹ and can complete the requirements during the summer may
4 participate in graduation activities conducted at the end of the summer school session.

5 Students are expected to participate in all graduation activities, and graduation apparel shall be
6 determined by the administration of each school and shall be the personal expense of each student. Any
7 fees required for graduation ceremonies shall be waived for students who are eligible to receive free or
8 reduced price lunches, and in such cases, the school shall assume responsibility for payment of fees.²

9 Graduation ceremonies shall be physically accessible to all students, their parents and/or guardians, and
10 other interested citizens.³

11 Students who do not wish to participate in graduation activities shall notify the school principal in writing
12 at least five (5) days prior to the day of graduation. Non-participating students shall receive their
13 diplomas or certificates from the principal's office within one (1) week of the day of graduation.

14 The ceremony and all activities included shall not be religious in nature.⁴ The content of any students'
15 speeches shall not reflect the endorsement, sponsorship, position, or expression of the school, employees,
16 or board.

17 ~~Principals shall ensure that students graduating with distinction and state honors are recognized at~~
18 ~~graduation.⁵ Additionally, principals shall ensure that high school students who voluntarily complete at~~
19 ~~least ten (10) hours of community service each semester are recognized during the graduation ceremony.⁶~~

20 The Director of Schools shall develop procedures to ensure that students are recognized at graduation
21 ceremonies for the following achievements:⁵

- 22 • Honors;
- 23 • State Honors;
- 24 • State Distinction;
- 25 • District Distinction;
- 26 • Tri-Star Scholar;
- 27 • Students receiving a TN Seal of Biliteracy;
- 28 • Students voluntarily completing at least ten (10) hours of community service each semester the
29 student is in attendance at a public high school;
- 30 • Students receiving a gold or platinum medal on National Career Readiness Certificate; and
- 31 • Students graduating with a district-developed work ethic distinction.

Legal References

1. TCA 49-6-405(b)(2)
2. TCA 49-2-114
3. 28 CFR § 36.201
4. *Lee v. Weisman*, 505 U.S. 577(1992), 112 S. Ct. 2649, 120 L. Ed. 2d 467 (1992)
5. ~~TRR/MS 0520-01-03-06(1)(c); State Board of Education Policy 2.103~~
6. State Board of Education Policy 2.103; TCA 49-6-6010

Cross References

Section 504 & ADA Grievance Procedures 1.802
Student Fees and Fines 6.709

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Acquired Immune Deficiency Syndrome	Descriptor Code: 6.404	Issued Date:
		Rescinds: 5-26	Issued: 01/15/09

1 **LIABILITY AND NON-DISCRIMINATION**

2 Students infected with HIV shall not be denied enrollment in school. The Board shall not prevent an HIV
3 infected student from participating in the continuation of his/her education on the sole basis of HIV
4 infection. To the extent practical with medical and educational needs, the student shall be subject to the
5 same rules for class assignment, privileges, and participation in any school-sponsored activities as all
6 other students. The Board shall strive to maintain a respectful school climate for HIV infected students.

7 Mandatory screening for communicable diseases not spread by casual everyday contact, such as HIV
8 infection, shall not be a condition for school entry or attendance.¹

9 **ADMINISTRATIVE RESPONSIBILITIES FOR CONFIDENTIALITY**

10 If a student's parent(s)/guardian(s) choose to disclose the student's HIV status, all matters pertaining to
11 that student shall be directed by procedures initiated by the Director of Schools.

12 The Director of Schools shall be responsible for requesting medical records from the parent/guardian
13 and a statement from the student's physician regarding health status of the student reported to have
14 HIV/AIDS. In addition, the Director of Schools shall gather information regarding the student's
15 cumulative school record.

16 **CONFIDENTIALITY**

17 No information concerning an HIV infected student shall be divulged, directly or indirectly, to any other
18 individual or group without the written consent of the parent/guardian. All medical information and
19 written documentation of discussions, telephone conversations, proceedings, and meetings shall be kept
20 by the Director of Schools in a locked file. If the HIV infected student is under the age of eighteen (18),
21 access to this file shall be granted only to those persons who have the written consent of the infected
22 student's parent(s)/guardian(s).

23 Under no circumstances shall information identifying a student with AIDS be released to the public.^{2,3}

24 **APPROPRIATE ALTERNATIVE EDUCATION PROGRAMS**

25 In determining the educational placement of a student known to be infected with HIV, school authorities
26 shall follow established policies and procedures for students with disabilities. School authorities shall
27 reassess placement if there is a change in the student's need for accommodations or services.

28 **HIV PREVENTION EDUCATION/CURRICULUM^{1,4}**

1 The Director of Schools shall be responsible for developing instructional objectives to address each
 2 terminal objective in the state AIDS curriculum framework and provide each teacher responsible for
 3 teaching AIDS education with these objectives. Students shall further be taught universal precautions
 4 through the K-8 Healthful Living and Lifetime Wellness curricula and through the district's HIV
 5 prevention education program.

6 The state AIDS curriculum and related instructional objectives shall be used in grades K-12.
 7 Parent(s)/guardian(s) shall have convenient opportunities to preview all HIV prevention curricula and
 8 materials in accordance with the provisions of the Family Life Curriculum.

9 Students shall have access to voluntary and confidential counseling about matters related to HIV.
 10 Administrators shall maintain a list of counseling and testing resources for student use.

11 **INFECTION CONTROL**

12 The Director of Schools shall develop an Occupational Safety and Health Administration (OSHA)-based
 13 infection control plan in which each school will provide for:

- 14 1. Well-maintained and easily accessible materials necessary to follow universal precautions; and
- 15 16 2. Designate first responders responsible for implementing infection control guidelines, including
 17 investigating, correcting, and reporting on instances of exposure.

18 All schools shall further follow the most current Centers for Disease Control and Prevention (CDC)
 19 Universal Precautions for Prevention of Transmission of Human Immunodeficiency Virus, Hepatitis B
 20 Virus, and Other Blood Borne Pathogens in Health Care Settings and the OSHA blood borne pathogens
 21 standard.⁴

22 The Director of Schools shall develop procedures to implement this policy as well as the State Board
 23 of Education HIV/AIDS Policy for Employees and Students of Tennessee Public Schools.⁴

Legal References

1. TRR/MS 0502-01-03-.08(2)(g)
2. TCA 68-10-113
3. 20 USCA § 1232g; 34 CFR § 300.622, 623
4. State Board of Education Policy 5.300; Dept. of Labor OSHA Bloodborne Pathogens Standards 29 CFR 1910.1030(c)(1)(i)

Cross References

- Section 504 & ADA Grievance Procedures 1.802
 Special Education 4.202
 Homebound Instruction 4.206
 Student Records 6.600

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Code of Conduct	Descriptor Code: 6.300	Issued Date:
		Rescinds: 6.313	Issued: 06/05/19

~~The director of schools shall be responsible for the overall implementation and supervision of the Board's Code of Behavior and Discipline and shall ensure that students at all schools are subject to a uniform and fair application of the Code.~~

The Board delegates to the Director of Schools the responsibility of developing specific codes of conduct which are appropriate for each level of school. Codes of conduct for students in pre-kindergarten or kindergarten shall utilize alternative disciplinary practices such as restorative practices, RTI²B, multi-teared system of supports, and behavior intervention plans. Exclusionary discipline shall only be used as a measure of last resort. The development of each code shall involve principals and staff members of each level and shall be consistent with the relevant policies as adopted by the Board.¹

~~The Board delegates to the director of schools the responsibility of developing more specific codes of behavior and discipline which are appropriate for each level of school, namely, elementary, middle, junior high and senior high. The development of each code shall involve principals and faculty members of each level of school and shall be consistent with the content of the Board's Code.~~

The principal of each school shall be responsible for implementation and administration in his or her school and shall apply the Code uniformly and fairly to each student at the school. ~~without partiality and discrimination.~~

~~A copy of the Code shall be posted at each school and school counselors shall be supplied copies for discussion with students.~~ The Code shall be referenced in all school handbooks. All teachers, administrative staff, and parents shall be provided or made aware of copies of the Code electronically or in print.¹

- ~~1. Teachers and administrators shall strive to create school environments favorable to the development of self-discipline and self-direction. The Board believes that acceptable behavior is essential to an effective school program.~~
- ~~2. The principal is responsible for establishing and maintaining effective discipline within the school. This authority shall extend to all activities of the school, including all games and public performance of athletic teams, trips, excursions, transportation to and from school, and other school activities and groups.~~
- ~~3. Each teacher is responsible for and shall have such authority as is necessary for the maintenance of good order within the classroom for the promotion of an environment conducive to learning.~~

- 1 ~~4. Pupils shall comply with all school rules and regulations of the school system. Failure to comply~~
 2 ~~with such rules and regulations shall result in such punishment or suspension as may be prescribed~~
 3 ~~by teacher or principal.~~
 4 ~~5. Students facing disciplinary action shall be (1) given oral or written notice of the charges against~~
 5 ~~him/her, (2) if he/she denies them, an explanation of the evidence the authorities have, and (3)~~
 6 ~~he/she has an opportunity to present his/her side of the story.~~
 7 ~~6. Principals have the right to expect cooperation of all teachers, and it is the duty of all teachers to~~
 8 ~~assist in the discipline of the total school.~~

9 The following levels of misbehavior and disciplinary procedures and options are standards designed to
 10 protect all members of the educational community in the exercise of their rights and duties and to
 11 maintain a safe learning environment where orderly learning is possible and encouraged.² These
 12 misbehaviors apply to student conduct on school buses, on school property, and while students are on
 13 school-sponsored outings. Staff members shall ensure that disciplinary measures are implemented in a
 14 manner that:³

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

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

29 MISBEHAVIORS: LEVEL I

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

33 *Examples (not an exclusive listing)*

- 34 • Classroom disturbances
- 35 • Classroom tardiness
- 36 • Cheating and lying
- 37 • Abusive language
- 38 • ~~Non-defiant~~ Failure to do assignments or carry out directions

- 1 • Wearing, while on the grounds of a public school during the regular school day,
- 2 clothing that exposes underwear or body parts in an indecent manner that disrupts the
- 3 learning environment⁴
- 4 • **Victimization of any student** (harassment (sexual, racial, ethnic, religious), bullying,
- 5 cyber-bullying, and/or hazing)
- 6 • ~~Any of the above listed behaviors committed on a school bus or at a school bus stop~~

7 *Disciplinary Procedures*

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

15 *Disciplinary Options (not an exclusive listing)*

- 16 • Verbal reprimand
- 17 • Special assignment
- 18 • Restricting activities
- 19 • Counseling
- 20 • Withdrawal of privileges
- 21 • Issuance of demerits
- 22 • Strict supervised study
- 23 • Detention
- 24 • In-school suspension
- 25 • ~~Assigning work details~~ **Community service**
- 26 • **Reteaching of expectations**
- 27 • **Restorative practices**
- 28 • **Behavior contract**
- 29 • **Mediation**
- 30 • **Mentoring**

31 **MISBEHAVIORS: LEVEL II**

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

36 *Examples (not an exclusive listing)*

- 37 • Continuation of unmodified Level I misbehaviors
- 38 • School or class tardiness

- 1 • School or class truancy
- 2 • Using forged notes or excuses
- 3 • Disruptive classroom behavior
- 4 • Possession of a personal communication device (~~beeper, cellular phone, pagers~~) when
- 5 ~~not authorized~~, if not drug related
- 6 • ~~Use of tobacco, vaping, or nicotine in unauthorized areas~~
- 7 • ~~Victimization of any student~~ (harassment (sexual, racial, ethnic, religious), bullying,
- 8 cyber-bullying, and/or hazing)
- 9 • ~~Any of the above listed behaviors committed on a school bus or at a school bus stop~~

10 *Disciplinary Procedures*

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

18 *Disciplinary Options (not an exclusive listing)*

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

39 **MISBEHAVIORS: LEVEL III**

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

3 *Examples (not an exclusive listing)*

- 4 • Continuation of unmodified Level I and II misbehaviors
- 5 • Fighting
- 6 • Vandalism (minor)
- 7 • Use, possession, sale, distribution, and/or being under the influence of tobacco or
- 8 alcohol
- 9 • Use, possession, sale, or distribution of drug paraphernalia
- 10 • Use, sale, distribution, and/or being under the influence of drugs
- 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 *Disciplinary Procedures*

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

29 *Disciplinary Options (not an exclusive listing)*

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

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

4 MISBEHAVIORS: LEVEL IV

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

9 If a student's action poses a threat to the safety of others in the school, a teacher, principal, school
10 employee, or school bus driver may use reasonable force when necessary to prevent bodily harm or
11 death to another person.⁵

12 *Examples (not an exclusive listing)*

- 13 • Continuation of unmodified Level I, II, and III behaviors
- 14 • ~~Non-electronic~~ death threats (hit list)
- 15 • Extortion
- 16 • Vandalism
- 17 • Theft/possession/sale of stolen property
- 18 • Arson
- 19 • Sexual misconduct not resulting in a charge deemed a zero tolerance in Policy 6.309.
- 20 • Marketing/Possession/distribution/sale/transfer of any substance which is represented to
21 be or is substantially similar in color, shape, size or markings to a controlled substance
- 22 • Possession/use/sale/transfer of alcoholic beverages
- 23 • Possession/distribution of any drug paraphernalia
- 24 • Use/transfer of unauthorized substances
- 25 • **Victimization of any student** (harassment (sexual, racial, ethnic, religious), bullying,
26 cyber-bullying, and/or hazing)
- 27 • ~~Any of the above listed behaviors committed on a school bus or at a school bus stop~~

28 *Zero Tolerance Violations (further defined in Policy 6.309)*

- 29 • Assault that results in bodily injury upon any teacher, principal, administrator, any other
30 employee of the school, or a school resource officer
- 31 • Aggravated assault
- 32 • Bomb threat
- 33 • Possession/use/transfer of dangerous weapons
- 34 • Possessing unlawfully any narcotic or stimulant drug, prescription drug, or any other
35 controlled substance (including marijuana)
- 36 • Unlawfully using or being under the influence of any narcotic or stimulant drug,
37 prescription drug, or any other controlled substance (including marijuana)
- 38 • Sale/distribution/transfer of any narcotic or stimulant drug, prescription drug or any
39 other controlled substance (including marijuana)

- 1 • Vandalism of school property which results in the student being criminally charged with
- 2 vandalism over \$500 pursuant to TCA § 39-14-408
- 3 • Sexual misconduct that results in the student being criminally charged with sexual
- 4 battery, sexual assault, indecent exposure, rape or aggravated sexual battery
- 5 • ~~Electronic threat to cause bodily injury or death to another student or school employee.~~

6 *Disciplinary Procedures*

- 7 • The principal confers with appropriate staff members and with the student.
- 8 • The principal hears the accusations and allows the student the opportunity to explain
- 9 his/her conduct.
- 10 • The parent(s)/guardian(s) are notified.
- 11 • Law enforcement officials are contacted.
- 12 • The incident is reported, and recommendations are made to the Director of Schools.
- 13 • If the student's placement is to be changed, adequate notice of the charges shall be
- 14 given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a
- 15 hearing.
- 16 • ~~Complete and accurate reports are submitted to the Director of Schools.~~
- 17 • ~~The student is given a hearing before the disciplinary hearing authority.~~

18 *Disciplinary Options (not an exclusive listing)*

- 19 • Other hearing authority or Board action which results in appropriate placement
- 20 • Long term out-of-school suspension
- 21 • Expulsion
- 22 • Alternative schools
- 23 • Other hearing authority or Board action which results in appropriate placement
- 24 • **Zero Tolerance Violations:** Expulsion/Remand for a period of not less than one (1)
- 25 calendar year subject to modification by the Director of Schools on a case-by-case
- 26 basis.

27 **ADDITIONAL GUIDELINES:**

- 28 1. A student shall not be suspended solely because charges are pending against him/her in
- 29 juvenile or other court, unless the charge is one identified in Policy 6.309 as a zero-tolerance
- 30 offense.
- 31 2. A principal shall not impose successive short-term suspensions that cumulatively exceed ten
- 32 (10) days for the same offense.
- 33 3. A teacher or other school official shall not reduce or authorize the reduction of a student's
- 34 grade because of discipline problems except in deportment or citizenship.
- 35 4. A student shall not be denied the passing of a course or grade promotion solely on the basis
- 36 of absences except as provided by Board Policy.
- 37 5. A student shall not be denied the passing of a course or grade promotion solely on the basis
- 38 of failure to:
- 39 a. Pay any activity fee;
- 40 b. Pay a library or other school fine; or
- 41 c. Make restitution for lost or damaged school property.
- 42

Legal References

1. TCA 49-6-4005
2. TCA 49-6-4002 to 4005; 20 USCA § 7114, 7118
3. Public Acts of 2019, Chapter No. 421
4. TCA 49-6-4009
5. TCA 49-6-4008

Cross References

Traffic and Parking Controls 3.403
Procedural Due Process 6.302
Student Discrimination, Harassment, Bullying,
Cyber-bullying, and Intimidation 6.304
Bus Safety and Conduct 6.308
Zero Tolerance Offenses 6.309
Dress Code 6.310
Detention 6.315
Suspension 6.316
Safe Relocation of Students 6.4081

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Zero Tolerance Offenses	Descriptor Code: 6.309	Issued Date: 10/31/18
		Rescinds: 6.309	Issued: 08/15/13

1 In order to ensure a safe and secure learning environment, the following offenses shall not be tolerated:

2 **WEAPONS & DANGEROUS INSTRUMENTS**

3 Students shall not possess, handle, transmit, use, or attempt to use any dangerous weapon on school
4 buses, on school property, or while on school sponsored outings.¹

5 Dangerous weapons for the purposes of this policy shall include, but are not limited to, a firearm or
6 anything manifestly designed, made, or adapted for the purpose of inflicting death or serious bodily
7 injury or anything that in the manner of its use or intended use is capable of causing death or serious
8 bodily injury.²

9 Violators of this section shall be subject to suspension and/or expulsion from school.

10 *Firearms*³

11 In accordance with state law, any student who brings to school or is in unauthorized possession of a
12 firearm on school property shall be expelled for a period of not less than one (1) calendar year. The
13 Director of Schools shall have the authority to modify this expulsion requirement on a case-by-case
14 basis.⁴

15 **DRUGS**

16 In accordance with state law, any student who unlawfully possesses any drug, including any controlled
17 substance, controlled substance analogue, or legend drug on school grounds or at a school-sponsored
18 event, shall be expelled for a period of not less than one (1) calendar year. The Director of Schools
19 shall have the authority to modify this expulsion requirement on a case-by-case basis.⁴

20 **ASSAULT**

21 In accordance with state law, any student who commits aggravated assault⁵ or commits assault that
22 results in bodily injury⁶ upon any teacher, principal, administrator, any other employee of the school,
23 or school resource officer shall be expelled for a period of not less than one (1) calendar year. The
24 Director of Schools shall have the authority to modify this expulsion requirement on a case-by-case
25 basis.⁴

1 **VANDALISM OF SCHOOL PROPERTY OVER \$500**

2 Any student who commits vandalism of school property which results in the student being criminally
 3 charged with vandalism over \$500 pursuant to TCA 39-14-408 shall be expelled for a period of not
 4 less than one (1) calendar year. The Director of Schools shall have the authority to modify this
 5 expulsion requirement on a case-by-case basis.⁷

6 **OTHER OFFENSES**

7 Any student who makes bomb threats, commits sexual misconduct that results in the student being
 8 criminally charged with sexual battery, sexual assault, indecent exposure, rape or aggravated sexual
 9 battery, shall be expelled for a period of not less than one (1) calendar year. The Director of Schools
 10 shall have the authority to modify this expulsion requirement on a case-by-case basis.⁷

11 **ELECTRONIC THREATS**

12 ~~In accordance with state law, any student who transmits by an electronic device any communication~~
 13 ~~containing a credible threat to cause bodily injury or death to another student or school employee and~~
 14 ~~the transmission of such threat creates actual disruptive activity at the school that requires administrative~~
 15 ~~intervention shall be expelled for a period of not less than one (1) calendar year. The Director of Schools~~
 16 ~~shall have the authority to modify this expulsion requirement on a case-by-case basis.⁴~~

17 **NOTIFICATION**

18 When it is determined that a student has violated this policy, the principal of the school shall notify the
 19 student's parent(s)/guardian(s) and the criminal justice or juvenile delinquency system as required by
 20 law.⁸

Legal References

1. TCA 39-17-1309
2. TCA 39-11-106(a)(5)
3. 18 USCA § 921; 20 USCA § 7961(b)(3)
4. ~~TCA 49-6-4216(b-c); TCA 49-6-3401(g)~~
5. TCA 39-13-102
6. TCA 39-13-101(a)(1); Public Acts 2018, Chapter No. 958
7. TCA 49-6-3401(a)
8. TCA 49-6-4209; TCA 39-17-1312

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 April	Descriptor Term: Physical Examinations and Immunizations	Descriptor Code: 6.402	Issued Date: 07/28/10
		Rescinds: 6.402	Issued: 01/15/09

1 **PHYSICAL EXAMINATIONS**

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

- 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.¹ 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.²
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.³

13 In general, the school district will not conduct physical examinations of a student without parental
14 consent to do so or by court order, unless the health or safety of the student or others is in question.⁴

15 **IMMUNIZATIONS**

16 No students entering school, including those entering kindergarten or first grade, those from out-of-state
17 and those from nonpublic schools, will be permitted to enroll (or attend) without proof of immunization,
18 as determined by the Commissioner of Public Health.^{1,5} It is the responsibility of the parents or guardians
19 to have their children immunized and to provide such proof to the principal of the school which the
20 student is to attend.⁴

21 Exceptions, in the absence of an epidemic or immediate threat thereof, will be granted to any child whose
22 parent or guardian shall file with school authorities a signed, written statement that such measures
23 conflict with his/her religious tenets and practices; or due to medical reasons if such child has a written
24 statement from his/her doctor excusing him from such immunization.⁶ Furthermore, the enrollment of
25 any student deemed homeless may not be denied or delayed because of the student's lack of a medical
26 examination or immunization records.

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

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

Legal References:

1. TRR/MS 0520-1-3-.08(2)(a); TCA 49-6-5004(a)
2. TRR/MS 0520-1-3-.08(2)(b)
3. TCA 49-6-5001(b)(1)
4. P.L. 107-110 Part F § 1061 (1)(D); (2)(B) & (4)(B)
4. P.L. 107-110 Part F § 1061 (1)(D); (2)(B) & (4)(B)
5. TCA 49-6-5001(a)
6. TCA 49-6-5001(b)(2)

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Student Records	Descriptor Code: 6.600	Issued Date: Click here to enter a date.
		Rescinds: 6.600	Issued: 06/05/14

1 A cumulative record shall be kept for each student enrolled in school. The folder shall contain a health
2 record, attendance record, and scholarship record; shall be kept current; and shall accompany the student
3 through his/her school career.¹

4 The name used on the record of the student entering the school system must be the same as that shown
5 on the birth certificate unless evidence is presented that such name has been legally changed. If the parent
6 does not have or cannot obtain a birth certificate, then the name used on the records of such student shall
7 be as shown on documents which are acceptable as proof of date of birth.

8 The name used on the records of a student entering the system from another school must be the same as
9 that shown on records from the school previously attended unless evidence is presented that such name
10 has been legally changed as prescribed by law.

11 When a student transfers to another school within the system **or to a school outside of the system**, copies
12 of the student's records, including the student's disciplinary records, shall be sent to the transfer school.²

13 All records shall be remitted in accordance with the Family Education Rights and Privacy Act (FERPA).³

14 ~~When a student transfers to a school outside the system, copies of the student's records, including the~~
15 ~~student's disciplinary records, shall be sent to the transfer school. 1 No student will be allowed to~~
16 ~~handle his own record and no record will be transferred until a request is made.~~

17 ~~If a school closes, records of those students who continue to be enrolled in the system will be~~
18 ~~transferred to the receiving school.~~

19 ~~When a student graduates, drops out, or is deceased, the record remains in the school last attended.~~
20 ~~Attendance records kept on each student become permanent property of the school system.~~

21 ~~Student records shall be confidential. Only authorized school officials may have access to student in-~~
22 ~~formation for legitimate educational purposes without the consent of the student or parent/guardian.~~²

23 ~~A list of failures will be sent from the feeder school to the receiving school at the same time the~~
24 ~~cumulative records are sent for those students who passed.~~

25 **ACCESS TO STUDENT RECORDS**

1 Student records shall be confidential. Authorized school officials shall have access to and permit access
2 to student education records for legitimate educational purposes.⁴ A “legitimate educational interest” is
3 the official’s need to know information in order to:

- 4 1. Perform required administrative tasks;
- 5 2. Perform a supervisory or instructional task directly related to the student’s education; and
- 6 3. Perform a service or benefit for the student or the student’s family such as health care, counseling,
7 student job placement, or student financial aid.

8 Authorized school officials may release information from or permit access to a student’s education record
9 without the parent(s)/guardian(s) or eligible student’s* prior written consent in the following instances:

- 10 1. To comply with a judicial order or lawfully issued subpoena. The school district will make a
11 reasonable effort to notify the student’s parent(s)/guardian(s) or the eligible student before
12 making a disclosure;⁵
- 13
- 14 2. If the disclosure is an item of directory information;⁶
- 15
- 16 3. To comply with the requirements of child abuse reports to the extent known by the school
17 officials including the name, address, and age of the student; the name and address of the
18 person responsible for the care of the student; and the facts requiring the report;⁷
- 19
- 20 4. When certain federal and state officials need information in order to audit or enforce legal
21 conditions related to federally-supported education programs in the school district;⁸
- 22
- 23 5. When the school district has entered into a contract or written agreement for an organization to
24 conduct scientific research on the system’s behalf to develop tests or improve instruction,
25 provided that the studies are conducted in a manner which will not permit the personal
26 identification of students and their parent(s)/guardian(s) by individuals other than
27 representatives of the organization, and the information will be destroyed when no longer
28 needed for the purpose for which the study was conducted;⁹
- 29
- 30 6. To appropriate officials if the parent(s)/guardian(s) claim the student as a dependent as defined
31 by the Internal Revenue Code;¹⁰
- 32
- 33 7. To accrediting organizations to carry out their accrediting functions;¹¹
- 34
- 35 8. When a student seeks or intends to enroll in another school district or a post-secondary school.
36 Parent(s)/guardian(s) of students or eligible students have a right to obtain copies of records
37 transferred under this provision;¹²
- 38
- 39 9. To financial institutions or government agencies that provide or may provide financial aid to a
40 student in order to establish eligibility, to determine the amount of financial aid, to establish
41 conditions for the receipt of financial aid, and to enforce financial aid agreements;¹³
- 42

1 10. To make the needed disclosure in a health or safety emergency when warranted by the
2 seriousness of the threat to the student or other persons, when the information is necessary and
3 needed to meet the emergency, when time is an important and limiting factor, and when the
4 persons to whom the information is to be disclosed are qualified and in a position to deal with
5 the emergency;¹⁴

6
7 11. To the Attorney General/designee for official purposes related to the investigation or
8 prosecution of an act of domestic or international terrorism. An educational agency that, in
9 good faith, produces education records in accordance with an order shall not be liable to any
10 person for that production;¹⁵

11
12 12. To any agency caseworker or other representative of a state or local child welfare agency or
13 tribal organization authorized to access the student's educational records when such agencies or
14 organizations are legally responsible for the care and protection of the student.¹⁶

15 Authorized school officials may release information from a student's education record if the student's
16 parent(s)/guardian(s) or the eligible student gives written consent for the disclosure. The written consent
17 must include:¹⁷

18 1. A specification of the records to be released;

19
20 2. The reasons for the disclosure;

21
22 3. The person, organization, or class of persons or organizations to whom the disclosure is to be
23 made;

24
25 4. The signature of the parent(s)/guardian(s) or eligible student; and

26
27 5. The date of the consent, and if appropriate, a date when the consent is to be terminated.

28 The student's parent(s)/guardian(s) or the eligible student may obtain a copy of any records disclosed
29 under this provision.

30 The school district will maintain an accurate record of all requests to disclose information from or to
31 permit access to a student's education records. The district will maintain an accurate record of
32 information it discloses and access it permits. The district will maintain this record as long as it maintains
33 the student's education record.¹⁸

34 The record will include at least:¹⁸

35 1. The name of the person or agency that makes the request;

36
37 2. The interest the person or agency has in the information;

38
39 3. The date the person or agency makes the request; and

40
41 4. Whether the request is granted, and if it is, the date access is permitted, or the disclosure is made.

1 * The student becomes an "eligible student" when he/she reaches age eighteen (18) or enrolls in a post-
 2 secondary school, at which time all of the above rights become the student's right.

3 ~~RELEASE OF CONFIDENTIAL INFORMATION AND CUMULATIVE RECORDS~~
 4 ~~AND/OR STANDARDIZED TEST RESULTS~~

5 ~~Results of all standardized tests will be posted in the student's cumulative record and a copy~~
 6 ~~of all results will be retained in the office of the system testing coordinator.~~

7 ~~Guidance counselors will interpret the results in a meaningful manner only to the students~~
 8 ~~and/or their~~

9 ~~parents. Results, or copies of a students test results are not to be released except for the~~
 10 ~~educational or vocational guidance of a student, i.e., college entrance, scholarship~~
 11 ~~application, or employment application.~~

12 ~~Copies of a group's test results (class, school, or system wide) will not be released when~~
 13 ~~accompanied by any identifying information such as name of teacher, or names of pupils.~~

14 ~~Any release of information not covered by the above policy, will be upon approval of the~~
 15 ~~director of school or his designee.~~

Legal References

1. 20 USCA § 1232g; TRR/MS 0520-01-03-.03(11)
2. TCA 49-6-3001(c)(1)
3. TCA 49-1-701, *et seq.*
4. TCA 10-7-504(a)(4); 20 USCA § 1232g
5. 20 USCA § 1232g(b)(2)(B)
6. 20 USCA § 1232g(b)(2); TCA 10-7-504(a)(4)(A)
7. TCA 37-1-403
8. 20 USCA § 1232g(b)(3)
9. 20 USCA § 1232g(b)(1)(F)
10. 20 USCA § 1232g(b)(1)(H)
11. 20 USCA § 1232g(b)(1)(G)
12. TRR/MS 0520-01-03-.03(9)
13. 20 USCA § 1232g(b)(1)(D)
14. 20 USCA § 1232g(b)(1)(I)
15. 20 USCA § 1232g(j); USA Patriot Act of 2001 § 507
16. 20 USCA § 1232g
17. 34 CFR § 99.30
18. 34 CFR § 99.32(a)

Cross References

- School District Records 1.407
- Promotion and Retention 4.603
- Testing Programs 4.700
- Attendance 6.200
- Withdrawals 6.207
- Child Custody/Parental Access 6.209
- Bus Safety and Conduct 6.308
- Corporal Punishment 6.314
- Disciplinary Hearing Authority 6.317
- Admission of Suspended/Expelled Students 6.318
- AIDS 6.404

Rutherford County Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Student Records Use of Records	Descriptor Code: 6.603	Issued Date: 01/15/09
		Rescinds: 5-44	Issued:

~~Authorized school officials will have access to and permit access to student education records for legitimate educational purposes.¹ A “legitimate educational interest” is the official’s need to know information in order to:~~

- ~~1. Perform required administrative tasks;~~
- ~~2. Perform a supervisory or instructional task directly related to the student’s education;~~
- ~~3. Perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement, or student financial aid.~~

~~Authorized school officials may release information from or permit access to a student’s education record without the parent(s) or eligible student’s* prior written consent in the following instances:~~

- ~~1. To comply with a judicial order or lawfully issued subpoena. The school system will make a reasonable effort to notify the student’s parent(s) or the eligible student before making a disclosure;~~
- ~~2. If the disclosure is an item of directory information;~~
- ~~3. To comply with the requirements of child abuse reports to the extent known by the school officials including the name, address and age of the child, the name and address of the person responsible for the care of the child, and the facts requiring the report;²~~
- ~~4. When certain federal and state officials need information in order to audit or enforce legal conditions related to federally supported education programs in the school system;~~
- ~~5. When the school system has entered into a contract or written agreement for an organization to conduct scientific research on the system’s behalf to develop tests or improve instruction, provided that the studies are conducted in a manner which will not permit the personal identification of students and their parents by individuals other than representatives of the organization and the information will be destroyed when no longer needed for the purpose for which the study was conducted;³~~
- ~~6. To appropriate officials if the parent(s) claim the student as a dependent as defined by the Internal Revenue Code;~~
- ~~7. To accrediting organizations to carry out their accrediting functions;~~

1 ~~8. When a student seeks or intends to enroll in another school district or a post-secondary school,~~
2 ~~Parent(s) of students or eligible students have a right to obtain copies of records transferred under~~
3 ~~this provision;⁴~~

4 ~~9. To financial institutions or government agencies that provide or may provide financial aid to a~~
5 ~~student in order to establish eligibility, to determine the amount of financial aid, to establish~~
6 ~~conditions for the receipt of financial aid and to enforce financial aid agreements.~~

7 ~~10. To make the needed disclosure in a health or safety emergency when warranted by the~~
8 ~~seriousness, of the threat to the student or other persons, when the information is necessary and~~
9 ~~needed to meet the emergency, when time is an important and limiting factor and when the~~
10 ~~persons to whom the information is to be disclosed are qualified and in a position to deal with~~
11 ~~the emergency.~~

12 ~~11. To the Attorney General or his designee for official purposes related to the investigation or~~
13 ~~—prosecution of an act of domestic or international terrorism. An educational agency that, in~~
14 ~~—good faith, produces education records in accordance with an order issued under this Act~~
15 ~~—shall not be liable to any person for that production.⁵~~

16 ~~Authorized school officials may release information from a student's education record if the student's~~
17 ~~parent(s) or the eligible student gives written consent for the disclosure. The written consent must~~
18 ~~include:~~

- 19 ~~1. A specification of the records to be released;~~
- 20 ~~2. The reasons for the disclosure;~~
- 21 ~~3. The person, organization, or class of persons or organizations to whom the disclosure is to be~~
22 ~~made;~~
- 23 ~~4. The signature of the parent(s) or eligible student;~~
- 24 ~~5. The date of the consent and, if appropriate, a date when the consent is to be terminated. The~~
25 ~~student's parent(s) or the eligible student may obtain a copy of any records disclosed under this~~
26 ~~provision.~~

27 ~~The school system will maintain an accurate record of all requests to disclose information from or to~~
28 ~~permit access to a student's education records. The system will maintain an accurate record of~~
29 ~~information it discloses and access it permits. The system will maintain this record as long as it maintains~~
30 ~~the student's education record.~~

31 ~~The record will include at least:~~

- 32 ~~1. The name of the person or agency that makes the request;~~
- 33 ~~2. The interest the person or agency has in the information;~~
- 34 ~~3. The date the person or agency makes the request; and~~
- 35 ~~4. Whether the request is granted and, if it is, the date access is permitted or the disclosure is made.~~

Legal References:

1. ~~USCA 20-1232g; TCA 10-7-503; TCA 10-7-504~~
2. ~~TCA 37-1-403~~
3. ~~TRR/MS 0520-1-9-.14(7)(h)-(k)~~
4. ~~TRR/MS 0520-1-3-.03(11)(e)~~
5. ~~USA Patriot Act of 2001 § 507~~

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: <h2 style="text-align: center;">Work-Based Learning Program</h2>	Descriptor Code: 4.211	Issued Date:
		Rescinds:	Issued:

- 1 Students shall have access to a system of structured work-based learning (WBL) experiences that allow
- 2 them to apply classroom theories to practical problems as well as explore career options.

- 3 The Director of Schools shall develop administrative procedures to govern the efficient administration
- 4 of the WBL program. Such procedures shall include, among other things, a process for evaluation and
- 5 assessment of the program to ensure that it is of high quality and meets the needs of students.¹

Legal References

1. State Board of Education Policy 2.103(5)

Cross References

Insurance Management 3.600

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Credit for Prior Courses	Descriptor Code: 4.604	Issued Date:
		Rescinds: 4.604	Issued:

1 Students enrolled in grades nine (9) through twelve (12) who have taken the equivalent of a high
2 school level course in middle school may earn high school credit for graduation, except in American
3 History, under the following guidelines:¹

- 4 1. Students shall be given the same comprehensive examination for the course as required for
5 students in grades nine (9) through twelve (12) who earn credit for graduation;
- 6 2. The examination shall provide evidence that a student has mastered all of the terminal
7 objectives in the applicable curriculum framework adopted by the State Board of Education and
8 shall be scored and graded on the same scale as for students who are enrolled in the course;
- 9 3. Students must have earned a grade of “B” or better in the course in order to qualify to take the
10 examination; and
- 11 4. Students must score a “B” or better on the examination in order to receive credit toward high
12 school graduation.

13 The Director of Schools shall develop procedures for:

- 14 1. Making application for credit;
- 15 2. Administering and scoring the examination; and
- 16 3. Record keeping to ensure that proper credit is given.

Legal References

1. TRR/MS 0520-01-03-.06(2); TCA 49-6-1202; State Board of Education Policy 2.102

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Staff Time Schedules	Descriptor Code: 5.602	Issued Date:
		Rescinds:	Issued:

1 WORK SCHEDULES

2 The workday for full-time licensed and professional staff will be a minimum of seven hours and thirty
3 minutes¹ and will continue until professional responsibilities to the student and the school are completed.
4 Administrative meetings, curriculum development, student supervision, assigned duties, parent
5 conferences, group or individual planning, and extracurricular activities may require hours beyond the
6 stated minimum. Teachers shall be allotted an individual, duty-free planning period of two and one-half
7 (2 1/2) hours each week to provide time for planning, preparation for effective teaching, and attention to
8 major program improvement.² Work schedules for other employees will be defined by the Director of
9 Schools/designee, consistent with the Fair Labor Standards Act and provisions of this policy.

10 WORKWEEK DEFINED

11 Working hours for all employees not exempted under the Fair Labor Standards Act,³ including
12 secretaries, bus drivers, cafeteria, janitorial, and maintenance personnel, will conform to federal and state
13 regulations. The Director of Schools will ensure that job positions are classified as exempt or non-exempt
14 and that employees are made aware of such classifications. Supervisors will make every effort to avoid
15 circumstances which will require non-exempt employees to work more than forty (40) hours each week.
16 For purposes of compliance with the Fair Labor Standards Act, the workweek for school district
17 employees will be 12:00 a.m. Saturday until 11:59 p.m. Friday.

18 OVERTIME AND COMPENSATORY TIME⁴

19 The Board discourages overtime work by non-exempt employees. A non-exempt employee will not work
20 overtime without the express approval of his/her supervisor. All overtime work shall be expressly
21 approved in writing by the Director of Schools/designee. All supervisory personnel shall monitor
22 overtime on a weekly basis and report such time to the Director of Schools/designee. Principals and
23 supervisors will monitor employees' work, will ensure that overtime provisions of this policy and the
24 Fair Labor Standards Act are followed, and will ensure that all employees are compensated for any
25 overtime worked. Principals or supervisors may need to adjust daily schedules to prevent non-exempt
26 employees from working more than forty (40) hours in a workweek. Accurate and complete time sheets
27 of actual hours worked during the workweek will be signed by each employee and submitted to the
28 Director of Finance. The Director of Finance will review work records of employees on a regular basis
29 to make an assessment of overtime use.

30 In lieu of overtime compensation, non-exempt employees may receive compensatory time off at a rate
31 of not less than one and one-half (1 1/2) hours for one (1) hour of overtime worked, if such compensatory
32 time (1) is pursuant to an agreement between the employer and employee reached before overtime work
33 is performed and (2) is authorized by the immediate supervisor.

1 Employees will be allowed to use compensatory time within a reasonable period after requesting such
2 use if the requested use of the compensatory time does not unduly disrupt the operation of the school
3 district. Employees may accrue a maximum of 240 compensatory time hours before they will be provided
4 overtime pay at the rate earned by the employee at the time the employee receives such payment. In
5 addition, upon leaving the school district, an employee must be paid for any unused compensatory time
6 at the rate of not less than the higher of (1) the average regular rate received by the employee during
7 his/her last three (3) years of employment or (2) the final regular rate received by the employee.

8 Non-exempt employees whose workweek is less than forty (40) hours will be paid at the regular rate of
9 pay for time worked up to forty (40) hours. Such employees shall be provided overtime pay or
10 compensatory time as provided for working more than forty (40) hours in a workweek.

11 This policy shall be included in the staff handbook; however, employees will be provided with a copy
12 of this policy and will be required to sign this policy to acknowledge their understanding of overtime
13 and compensatory time provisions. Such signed policy shall be placed in the employee's personnel file
14 and shall constitute the written agreement in this section.

15 **ATTENDANCE EXPECTATIONS**

16 All employees are expected to be present during all work hours. Absence without prior approval, chronic
17 absences, habitual tardiness, or abuses of designated working hours are all considered neglect of duty
18 and will result in disciplinary action, up to and including, dismissal.

Legal References

1. TRR/MS 0520-01-03-.03(1)
2. TRR/MS 0520-01-03-.03(4); TCA 49-1-302(e)(2)
3. 29 CFR § 553.20—23
4. 29 CFR § 541.100—101, 200, 204, 300, 303

Cross References

- School Day 1.801
- Curriculum Development 4.200
- Reporting Student Progress 4.601

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Professional Development Specialist

Term of Employment: 260 days

Immediate Supervisor: Assistant Superintendent of Curriculum & Instruction

POSITION DESCRIPTION:

Under the direction of the Assistant Superintendent of Curriculum and Instruction-

- Provide and assist in the provision of professional development opportunities for all certified staff.
 - Oversee accounting of all in-service credit for certified employees and make reports available to individuals and administrators on a regular and timely basis through the online professional development program.
 - Oversee the daily operations of the Rutherford County Professional Development Center and the North Rutherford Teacher Center including supervision and evaluation of employees, maintenance of equipment, inventory, billing private members, depositing of funds and scheduling of regularly employed personnel to maximize hours available to teachers.
 - Submit yearly budget for both centers.
-

ESSENTIAL DUTIES:

- Stay informed of the trends in education and be able to interpret their implications for the school system's professional development programs
- Assist all instructional coordinators, specialists, and schools in planning and implementing school-wide and content area in-service sessions as requested
- Plan and present appropriate staff development activities, maintain attendance rosters, evaluations, inventory and other necessary paperwork
- Schedule and publicize staff development activities according to established guidelines for the purpose of promoting professional development
- Oversee the development of district professional development initiatives including the annual summer conference based on district data and achievement needs
- Serve as a liaison and maintain active participation with education leaders in professional development at the local, state, and national level

- Evaluate potential professional development opportunities for all district employees
 - Provide guidance to building level administrators and instructional coordinators on potential professional development opportunities to enhance teacher knowledge of best practices and current educational research based on district and school achievement data
 - Maintain the online professional development program database. Maintain an updated professional development center webpage on the Rutherford County Schools website
 - Conduct an annual needs assessment of school administrators on professional development needs
 - Evaluate and assist onsite professional development taking place in individual schools
 - Actively support the district mission “To empower today’s students to grasp tomorrow’s opportunities.”
 - Perform additional duties as assigned or needed by the Assistant Superintendent of Curriculum and Instruction
-

QUALIFICATIONS:

- Hold a current Tennessee teacher license.
 - Five years or more of successful teaching experience.
 - Demonstrate successful leadership in the area of professional development.
 - Possess good communication skills and leadership qualities.
 - Have a broad understanding of curriculum and staff development needs PK-12.
-

EVALUATION:

Conducted by the Assistant Superintendent of Curriculum and Instruction in accordance with the Rutherford County Board of Education policy on evaluation of certified personnel

RUTHERFORD COUNTY BOARD OF EDUCATION

JOB DESCRIPTION

Job Title: Federal Programs Specialist

Emphasis – Parent Engagement and Neglected/Delinquent Programs

Term of Employment: 260 days

Immediate Supervisor: Federal Programs Coordinator

POSITION DESCRIPTION:

Under the direction of the Federal Programs Coordinator-

- Support the Federal Programs in Rutherford County in accordance with local, state, and federal guidelines
 - Implement, direct and monitor the Title I parent engagement, Title I-N, and Title I-D program in Rutherford County in accordance with federal guidelines.
 - Manage and oversee procedure for Title I funded extended learning contracts
 - Assist in increasing parent engagement in Title I schools to educate and empower parents to support student learning to increase student achievement
 - Assist in managing procedure for Title II funded requests for staff development activities
-

ESSENTIAL DUTIES:

- Provide technical assistance to Title I schools for the development, review, and improvement of their schoolwide parent engagement programs
- Assist in increasing parent engagement in Title I schools to educate and empower parents to support student learning to increase student achievement
- Assist the coordinator with the monitoring of the Title I parent engagement program at the school level and ensure implementation of Federal requirements
- Manage and oversee procedure for ESSA funded extended learning contracts and oversee a system of monitoring ESSA funded extended contract applications, on-going time-logs/data, and payroll related documentation
- Coordinate with Adult Education and ESL, as needed for parent classes in Title I schoolwide schools
- Secure and implement annual Head Start collaborative agreement

- Provide and distribute required parental rights information
 - Provide regular communication to parents through producing and distributing the Title I parent newsletter a minimum of four times each year
 - Organize and conduct Title I district-wide parent meetings that model effective instructional strategies for use at home to increase student achievement
 - Work with school-wide coaches/interventionists to provide training for parents at the school level that supports and implements effective, research-based, best practices
 - Remain up-to-date in knowledge of instructional strategies and reauthorization requirements through research, workshops, and attending conferences
 - Attend school level parent engagement events with flexible scheduling
 - Review expenditures requests for Title I-N purchases, Title I-D purchases and Title I parent engagement learning opportunities
 - Manage a system of documentation for schoolwide parent trainings according to self-monitoring, state-monitoring, and federal-monitoring guidelines
 - Serve as director of Title II funds. Complete the project application for these programs and work with the accounting department to monitor fund balances of assigned programs and related financial activity for the purpose of ensuring that expenses are within budget limits and/or fiscal practices are followed
 - Oversee the development of the Title II budget for the district and maintain appropriate records and documentation needed for accountability and accounting purposes, ensuring coordination with other fund sources
 - Conduct a needs assessment and submit to immediate supervisor an annual budget and expenditure of requests for all programs under your assignment
 - Maintain supporting documentation for Title II funding including shared funds documentation, purchase orders, travel requests, and contracts. Perform other logistical functions for these programs as needed
 - Actively support the district mission “To empower today’s students to grasp tomorrow’s opportunities.”
 - Perform additional duties as assigned or needed by the Federal Programs Coordinator
-

QUALIFICATIONS:

- Hold a current Tennessee teacher license
 - Five years or more of successful teaching experience
 - Demonstrate successful leadership in the area of parent/family engagement
 - Possess good communication skills and leadership qualities.
 - Federal Programs experience preferred
-

EVALUATION:

Conducted by the Federal Programs Coordinator in accordance with the Rutherford County Board of Education policy on evaluation of certified personnel

RUTHERFORD COUNTY BOARD OF EDUCATION

JOB DESCRIPTION

Job Title: Federal Programs Specialist

Emphasis - Staff Development and Non-Public Schools

Term of Employment: 260 days

Immediate Supervisor: Federal Programs Coordinator

POSITION DESCRIPTION:

Under the direction of the Federal Programs Coordinator:

- Support the Federal Programs in Rutherford County in accordance with local, state, and federal guidelines
 - Provide staff development for Title I funded teachers and classroom teachers in the Title I schoolwide schools, as well as, needs of the ATLAS program
 - Assist in managing procedure for Title I and Title II funded requests for staff development activities
 - Support the implementation and guidance in maintaining required records and reports
-

ESSENTIAL DUTIES:

- Investigate and demonstrate ways to infuse Title I evidence-based researched methods, including technology, effective teaching strategies, techniques, and classroom management into the curriculum
- Conduct staff development/demonstrations with all Title I funded coaches, interventionist, and classroom teachers in Title I schoolwide schools on a prescribed basis.
- Support and promote the appropriate and ethical use of technology with regard to privacy, copyright issues, and the technology policies of the Rutherford County School System.
- Maintain the technology equipment and furniture inventory for the Title I office and submit state reports as required
- Remain up to date in knowledge of ESSA reauthorization, regulations, and instructional strategies through research, workshops, and attending conferences.
- Assist with informing, training, and supporting Title I parents.

- Recommend teaching strategies, instructional technology, equipment, and software to address instructional needs
 - Provide input in the planning and implementation of Title I funded staff development activities; including a procedure for review of requests and appropriate follow-up.
 - Manage the collection of schoolwide staff development documentation.
 - Monitor, evaluate, and train the Title I funded personnel on the content of evidence-based researched curriculum.
 - Contact, organize, and plan staff development with outside consultants that meet the SBR criteria for Title I expenditures as well as AMO needs
 - Assist in creating and conducting needs assessment surveys, yearly application, and budget for Non-Public programs to meet the needs of these programs.
 - Serve as director of Title II funds. Complete the project application for these programs and work with the accounting department to monitor fund balances of assigned programs and related financial activity for the purpose of ensuring that expenses are within budget limits and/or fiscal practices are followed.
 - Oversee the development of the Title II budget for the district and maintain appropriate records and documentation needed for accountability and accounting purposes, ensuring coordination with other fund sources.
 - Conduct a needs assessment and submit to immediate supervisor an annual budget and expenditure of requests for all programs under your assignment.
 - Maintain supporting documentation for Title II funding including shared funds documentation, purchase orders, travel requests, and contracts. Perform other logistical functions for these programs as needed.
 - Actively support the district mission “To empower today’s students to grasp tomorrow’s opportunities.”
 - Perform additional duties as assigned or needed by the Federal Programs Coordinator
-

QUALIFICATIONS:

- Hold a current Tennessee teacher license
 - Five years or more of successful teaching experience
 - Have successful experiences leading staff development training
 - Possess good communication skills and leadership qualities
 - Federal Programs experience preferred
-

EVALUATION:

Conducted by the Federal Programs Coordinator in accordance with the Rutherford County Board of Education policy on evaluation of certified personnel

Func	Func_obj				Disproportionality #2
		Amended Budget	Increases	Decreases	Amended Budget
141-34555-	IDEAB	438,511	-	438,511	-
49800		1,236,060	-	12,026	1,224,034
72130	72130-124	150,000	-	17,000	133,000
72130	72130-130	213,963	42,294	-	256,257
72130	72130-163	50,012	-	14,012	36,000
72130	72130-189	1,745,794	124,225	-	1,870,019
72130	72130-201	519,282	18,679	-	537,961
72130	72130-204	882,841	16,425	-	899,266
72130	72130-206	4,620	170	-	4,790
72130	72130-207	1,157,823	35,500	-	1,193,323
72130	72130-212	122,274	5,868	-	128,142
72130	72130-217	-	600	-	600
72130 Total		12,237,315			12,237,315
72210	72210-471	95,000	118,000	-	213,000
72210	72210-524	403,949	95,736	-	499,685
72210 Total		13,932,001			13,932,001
Grand Total		417,782,379	457,497	31,012	418,208,864

Budget amendment for additional expenditures of the CCEIS (Comprehensive Coordinated Early Intervention Services) to budget for additional program-related software and training expenditures (no additional positions) for the CCEIS federal mandate. Funding to come from reserve set up earlier in the fiscal year

Recommended Motion: To approve budget amendment for expenditures related to the CCEIS federal mandate

Bill C. Spurlock, Director of Schools

Jim Estes, Chairman

Approved by Rutherford County School Board January 16, 2020

Func	Func_obj				Attendance Clerk
		Amended Budget	Increases	Decreases	Amended Budget
40275		190,000	33,683	-	223,683
72110	72110-162	94,601	20,500	-	115,101
72110	72110-201	32,397	1,271	-	33,668
72110	72110-204	54,900	2,083	-	56,983
72110	72110-206	274	17	-	291
72110	72110-207	60,088	9,515	-	69,603
72110	72110-212	7,604	297	-	7,901
72110 Total		880,307			880,307
Grand Total		418,208,864	33,683		418,242,548

To budget for half of a year salary and benefits for one new attendance clerk for the central office attendance department. This is the first additional attendance clerk added to this department in over a decade and is greatly needed due to increased work volume in this department and need to have time to train new staff as current staff is retiring.

Recommended Motion: To budget for one new FTE clerk in the attendance office for the remainder of FY 19-20.

Bill C. Spurioc, Director of Schools

Jim Estes, Chairman

Approved by Rutherford County School Board January 16, 2020