

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

**January 5, 2021
5:00 P.M.**

AGENDA

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

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

5. APPROVAL OF CONSENT AGENDA (TAB 1)

- A. Minutes: December 17, 2020 Board Meeting**
- B. Community Use of Facilities**
- C. Routine Bids:**

**Bid #3500 – Cabling for Plainview Elementary
Bid #3501 – Toilet Partitions**

D. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Jacob Harper	NTE \$1,000.00	Central Magnet	School Funds – Boys Soccer	Assistant Boys Soccer Coach
Marcus Bryson	NTE \$900.00	Oakland High School	School Funds – Cross Country	Assistant Track/Cross Country Coach
Eric Smith *6	NTE \$3,000.00	Siegel High School	School Funds – Various	Bus Driver
Kailee Anthony	\$23.00/practice	Thurman Francis	School Funds – Swimming	Lifeguard
Andrea Orellana *2	Hourly	Rock Springs Elementary	Smyrna Junior Basketball League	Additional Custodial work for the 2020-2021 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.

E. 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 2020-2021 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Bobby Griggs	Central Magnet	Baseball
Logan Alexander	Stewarts Creek HS	Soccer/Boys

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

6. VISITORS

7. DISCUSSION ON PLAINVIEW REZONING (FOR INFORMATION ONLY)

8. SAM DAVIS HOME DAM REMOVAL (OLD BUSINESS)

There was lengthy discussion and information given on the Sam Davis Home Dam Removal at the December 17, 2020 Board Meeting. At which time a motion was made to table this matter until the January 5, 2021 Board Meeting or such time as the Army Corp. of Engineers made a decision.

Recommended Approval---motion to approve the request to remove the Dam at no cost to Rutherford County Schools or the School Board after approval by the US Army Corp. of Engineers as presented.

9. TRUE NORTH GEOGRAPHIC TECHNOLOGIES

True North Geographic Technologies was utilized last year to begin the process of documenting our schools so they can be viewed virtually by first responders in the event of an emergency. This year we propose adding four additional schools to continue this process. These monies were approved as part of the 2020-2021 Safe Schools Grant and are now ready to be deployed.

Recommended Approval---motion to approve \$49,920.00 for True North Geographic Technologies product.

10. PROPOSED HYBRID SYSTEM PLAN (TAB 2)

The School Board previously announced this proposal before winter break and has been reviewing various options since then. The proposal calls for student to attend school on alternating days depending on their last name. The reason for considering a hybrid schedule is an urgent need to reduce the number of students within school buildings at the same time. By doing so, it will increase the ability to social distance our students thereby helping us mitigate the spread of the virus.

Recommended Approval---motion to approve the proposed hybrid calendar for the first 4-weeks of the second semester and to move the report card date from January 7th to January 13th/14th when students would return to the buildings and re-evaluate after February 5, 2021 to determine if/when we can move back off the model as presented.

11. SUBSTITUTE TEACHER FILL RATE

12. NOVEMBER 10, 2020 BOARD RETREAT PAY

It has been requested that the Board consider whether or not it deems its November 10, 2020 Board Retreat as a “Board Meeting” mandating board member pay. The retreat, titled “School Board Academy Planning: A Joint Venture,” was hosted by the Tennessee School Board Association (TSBA). Board members received a \$75 stipend for attendance from the State of Tennessee in addition to credit hours towards training. During the retreat, the Board did conduct business in that it performed the review of the Director of Schools; however, historically the Board has not received pay for retreats.

Recommended---The Board, by vote should determine how to classify this retreat for pay purposes. It may also choose to determine the status of future TSBA retreats.

13. LEGAL (TAB 3)

1. POLICY COMMITTEE RECOMMENDATIONS

The following policy changes, additions, and deletions are recommended for adoption by the Board on second reading:

a. Policy 1.803: Tobacco and Vape-Free Schools

Removed language related to police action outside the school’s control at the recommendation of the TSBA Annual Policy Manual Audit.

b. Policy 4.400: Textbook and Instructional Materials

Combines the necessary/legally mandated portions of 4.400 and 4.401 and includes new waiver language allowed by the State Board.

c. Policy 5.202: Separation Practices for Non-Certified Employees

Removes language implying a due process right to non-certified, at-will employees.

d. Policy 5.302: Sick Leave

The policy is being amended to remove duplicative language found in Policy 5.305.

e. Policy 5.304: Long-Term Leaves of Absence for Professional Personnel

Removed duplicative language found in Policy 5.305.

f. Policy 6.200: Attendance

Removes language deeming “school-sponsored activities” excused absences. Under State Board Policy, students are now coded as “present” during such events.

g. Policy 6.303: Interrogations and Searches

Updated policy to more closely match TSBA policy due to evolving law related to search/seizures.

h. Policy 6.402: Physical Examinations and Immunizations

Clarified language to match TSBA model policy at its recommendation during the annual audit.

i. Policy 6.411: Student Wellness

Updated School Health Index to match State Board Policy, at TSBA recommendation.

j. Policy 6.503: Homeless Students

Full rewrite to match TSBA model policy and remove references to foster students.

k. Policy 4.209: Alternative Credit Options

This model policy sets out online alternative credits and course access program language. State Board Policy requires adoption of such a policy. This is the TSBA model policy.

l. Policy 4.6051: Substitutions for PE Credit

Clarifies means for students to earn ½ credit of PE from non-traditional methods.

m. Policy 5.3031: Leave for Religious Observance

Establishes process for employees to request religious leave, already required under federal law. Clarifies that such leave is unpaid unless approved from already banked leave.

n. Policy 3.405: Contracted Bus Service

Language of 3.405 has been merged into Policy 4.400, negating the need for this to be a standalone policy. (Only delete if Policy 3.400 is adopted).

o. Policy 4.401: Textbooks

Language of 4.401 has been merged into Policy 4.400, negating the need for this to be a standalone policy. (Only delete if Policy 4.400 is adopted).

Recommended Approval---motion to adopt the above-reference policy changes on second and final reading as presented.

2. EMERGENCY POLICY ADOPTION

Policy 3.400 is recommended for emergency adoption on one reading. This policy is an emergency due to the need to cover routes that have gone abandoned due to driver shortages, location, and COVID-19.

Recommended Approval---motion to adopt the above-referenced policy changes on first and final reading as an emergency policy.

14. FACILITIES (TAB 4)

TDS Equipment Right of Entry for Equipment Installation

TDS Telecommunications has submitted the first new access easement contract. Engineering and Construction would like the Board to authorize Mr. Spurlock to sign this agreement and all future agreements for equipment easement access to TDS.

Recommended Approval---motion to approve Mr. Spurlock to sign all new TDS Equipment Right of Entry for Equipment Installation Contracts.

15. INSURANCE UPDATE

16. DIRECTORS UPDATE

17. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

18. FEDERAL RELATIONS NETWORK (FRN) UPDATE

19. GENERAL DISCUSSION

20. ADJOURNMENT

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

Minutes of December 17, 2020

Board Members Present

Coy Young, Board Chairman
Tiffany Johnson, Vice-Chairman
Jim Estes
Claire Maxwell
Shelia Bratton
Lisa Moore
Tammy Sharp
Bill C. Spurlock, Director of Schools

1. CALL TO ORDER

The Board Chairman called the meeting to order at 5:00 P.M. The Oakland High School Football Team led the Pledge of Allegiance.

2. MOMENT OF SILENCE

The Board Chair called for a moment of silence and asked that the family of David Picklesimer be remembered in thought and prayer. Mr. Young also asked to keep our schools, employees, contractors, students and families in thought and prayer as everyone navigates these challenging times.

3. APPROVAL OF AGENDA

4. APPROVAL OF CONSENT AGENDA

**A. Minutes: November 5, 2020 Board Meeting
December 1, 2020 Policy Committee Meeting**

B. Community Use of Facilities

C. Routine Bids:

Bid #3497 – Fire Extinguisher Services
Bid #3498 – Floor Machines
Bid #3499 – Clock System Installation (Stewartsboro Elem.)

Request to Purchase:

Rutherford County Board of Education request to use Metropolitan Nashville Public Schools RFP 66150 for Sports Equipment Projects.

Request to Purchase:

The Maintenance Department would like to purchase from TN Statewide Contract #209 (4) Four 2021 Chevy Silverado 2500 HD (CC20903) 2WD Reg Cab work trucks with added service body and liftgate from Wilson County Motors at a cost of \$37,575.04 each for a total of \$150,300.16.

To be funded from Capital Projects and Maintenance Department.

The Maintenance Department would like to purchase from TN Statewide Contract #209 (1) One 2021 Chevy Silverado 1500 (CK10753) 4WD Double Cab Truck from Wilson County Motors at a cost of \$31,389.50.

To be funded from the Maintenance Department.

Request to Purchase:

Christiana Middle School would like to purchase a John Deere Z950M Ztrak 60” Deck Mower from the Sourcewell Grounds Maintenance Contract #062117-DAC (PG NB CG 70) from Deere & Company at a cost of \$9,720.48.

To be funded through Christiana Middle School.

Request to Purchase:

Rutherford County Board of Education request to use Middle Tennessee State University Bid #103484296 for Masonry Work through Wasco, Inc.

D. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Barry Wortman	NTE \$2,000.00	Blackman High School	School Funds- Boys Basketball	Individual Camp
Jay Windham	NTE \$3,500.00	Central Magnet	School Funds- HS Cross Country	Assistant Cross-Country Coach
Marcus Bryson	NTE \$1,000.00	Oakland High School	School Funds- Wrestling	Assistant Wrestling Coach
Forrest Freeman	NTE \$650.00	Oakland High School	School Funds- Boys Basketball	Bookkeeper at games
Justin Stanford	NTE \$1,400.00	Oakland High School	School Funds- Football	Lead Gate Worker

Mitzi Wilson *6	NTE \$1,060.00	Oakland High School	School Funds- Football	Bus Driver
Dean Kevin Wright *4	NTE \$200.00	Oakland High School	School Funds- Football	Bus Driver + Announcer for Football (Total approved is now \$2,100)
Stephanie Curfman	NTE \$3,000.00	Riverdale High School	School Funds- Cross Country	Assistant Cross-Country Coach
Tiffany Phillips	NTE \$1,500.00	Riverdale High School	Football Boosters	Football uniform cleaning
Seth Gregory *1	NTE \$49.00	Rock Springs Middle	School Funds- Chorus	Piano Accompaniment
Joshua Carroll	NTE \$2,000.00	Siegel High School	School Funds- Cross Country	Assistant Cross-Country Coach
Henry Fields	NTE \$1,500.00	Siegel High School	School Funds- Baseball	Off season filed maintenance
Katherine Smith	NTE \$2,000.00	Siegel High School	School funds- Girls Soccer	Assistant Girls Soccer Coach
Christopher Bissinger	NTE \$4,500.00	Stewarts Creek High School	School funds- General Athletics + Football	Film management, set up, uploading, and editing at all Athletic events
Ryan Bridges	NTE \$2,500.00	Stewarts Creek High School	School Funds- Football	Mowing
Dean Kevin Wright *1	NTE \$210.00	Stewarts Creek High School	School Funds- Girls Basketball	Announcer for Tournament

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5. Less than \$500 but part of event total
6. Pending approval by Transportation Dept.

E. 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 2020-2021 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Amy Caulkins	LaVergne High School	Swimming
Carissa Ott	Rockvale Middle School	Softball
Jill Speight	Central Magnet	Tennis/HS
Michael Stevenson	LaVergne High School	Track

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

Vote: All Yes

5. RECOGNITION

The following were introduced at the Board Meeting.

Oakland High School Football

The Oakland Patriots, led by Head Coach Kevin Creasy, completed a perfect 15-0 season, defeating Brentwood 56-33 on December 5th to win the TSSAA Division 6-A State Championship.

- **TSSAA 2020 Mr. Football Kicker of the Year Finalist**

Trey Turk – Oakland High School

- **TSSAA 2020 Mr. Football Semi-Finalist of the Year**

Raymond Banner – LaVergne High School

- **TSSAA 2020 Mr. Football Semi-Finalist Kicker of the Year**

Upton Bellenfant – Stewarts Creek High School

Eagle Scout Award

The Board of Education would like to congratulate and recognize the following Scouts on achieving the rank of Eagle Scout, Scouting's highest rank.

Taylor Bell – Rockvale High School

Lindsay Parker – Central Magnet School

Morgan Phillips – Eagleville

Mackenzie Neal – Stewarts Creek High School

6. SPOTLIGHT ON EDUCATION

Ms. Lindsey Halford, Fine Arts Coordinator, introduced Rutherford County Schools Music Students earning All-County, Mid-State and Honor Ensemble Honors.

7. VISITORS

Mr. Mike Waller spoke in regard to the Sam Davis Home Dam Removal.

Ms. Barbara Dillman prayed for our school system.

8. RAPID TESTING PILOT-VOLUNTARY PILOT PROGRAM FOR STAFF

The Superintendent gave information and data regarding testing, contact tracing, changes in CDC guidelines and current percentages of Covid-19 within our school system.

Rutherford County Schools would like to partner with the TDH in piloting a rapid testing program for staff who are out due to contact tracing. This would be voluntary only and testing would be done at the Central Office if approved.

Motion made by Mr. Estes, seconded by Mrs. Johnson to approve partnering with the Tennessee Department of Health to pilot rapid testing for staff only as presented.

Vote: All Yes

9. IMAGINE READING

The ESL Department is requesting approval to enter into a purchase contract with Imagine Learning for their Imagine Reading program. Imagine Reading is a research-based literacy curriculum that includes an online component designed to help students develop and strengthen language and literacy skills necessary to fully participate in academic settings and prepare for college and career readiness. The purchase agreement (contract) is for the 2021-2022 school year for the amount of \$37,500.00 and will be funded through Title III funds.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell to approve the purchase of Imagine Reading for \$37,500 through Title III funds for the 2021-2022 school year as presented.

Vote: All Yes

10. CURRICULUM AND INSTRUCTION

The Curriculum and Instruction Department is requesting to purchase *Learning Without Tears* as the resource for the requirement to teach cursive writing in elementary school (T.C.A. 49-6-1034). Our instructional team believes that the proposed resource offers more material for teacher/student use compared to our current offering. Additionally, the program includes a keyboarding component for use in K-5. The total cost for the handwriting/keyboarding resources would be \$80,683.40.

This is a savings of \$24,984.50 from what we are currently using and includes keyboarding. The cost for this purchase has already been budgeted for the 20-21 school year in the textbook line item.

Motion made by Mrs. Maxwell, seconded by Ms. Sharp, to approve the purchase of Learning Without Tears as a resource in teaching cursive writing and keyboarding in our K-5 schools at a cost of \$80,683.40 as presented

Vote: All Yes

11. CURRICULUM AND INSTRUCTION: ASSESSMENT AND DISTRICT BENCHMARK UPDATE

Dr. Sullivan started by thanking our educators and spoke on information regarding student assessment and providing skills to students to be successful. This is used as a data point to see where students are and to be able to move forward. He spoke on the completion of EOC testing and exemptions due to Covid related illness.

The Director spoke briefly on the State Department moving forward with holding harmless teachers, and students, as well as the school district due to challenges our educators face in providing effective instruction during these times.

12. LEGAL

1. POLICY COMMITTEE RECOMMENDATIONS

The following policy changes, additions, and deletions are recommended for adoption by the Board on first reading:

a. Policy 1.803: Tobacco and Vape-Free Schools

Removed language related to police action outside the school's control at the recommendation of the TSBA Annual Policy Manual Audit.

b. Policy 3.400: Student Transportation management*

Added a provision for the handling of unclaimed contracts/routes, and combined Policy 3.405 to make bus-related policies easier to locate. Some language was updated to match TSBA model policy. *Minor edits made since policy meeting to reflect input from bus contractors to clarify language*

c. Policy 4.400: Textbook and Instructional Materials

Combines the necessary/legally mandated portions of 4.400 and 4.401 and includes new waiver language allowed by the State Board.

d. Policy 5.202: Separation Practices for Non-Certified Employees

Removes language implying a due process right to non-certified, at-will employees.

e. Policy 5.302: Sick Leave

The policy is being amended to remove duplicative language found in Policy 5.305.

f. Policy 5.304: Long-Term Leaves of Absence for Professional Personnel

Removed duplicative language found in Policy 5.305.

g. Policy 6.200: Attendance

Removes language deeming “school-sponsored activities” excused absences. Under State Board Policy, students are now coded as “present” during such events.

h. Policy 6.303: Interrogations and Searches

Updated policy to more closely match TSBA policy due to evolving law related to search/seizures.

i. Policy 6.402: Physical Examinations and Immunizations

Clarified language to match TSBA model policy at its recommendation during the annual audit.

j. Policy 6.411: Student Wellness

Updated School Health Index to match State Board Policy, at TSBA recommendation.

k. Policy 6.503: Homeless Students

Full rewrite to match TSBA model policy and remove references to foster students.

l. Policy 4.209: Alternative Credit Options

This model policy sets out online alternative credits and course access program language. State Board Policy requires adoption of such a policy. This is the TSBA model policy.

m. Policy 4.6051: Substitutions for PE Credit

Clarifies means for students to earn ½ credit of PE from non-traditional methods.

n. Policy 5.3031: Leave for Religious Observance

Establishes process for employees to request religious leave, already required under federal law. Clarifies that such leave is unpaid unless approved from already banked leave.

Staff Attorney, Sara Page recommended to table item (b) Policy 3.400-Student Transportation Management due to collaboration with bus contractors on some language changes and bring this item back before the Board in January.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell to table Policy 3.400-Student Transportation Management due to collaboration with bus contractors on some language changes and bring this item back before the Board in January.

Motion made by Ms. Sharp, seconded by Mr. Estes to approve the adoption of the above-referenced policy changes on first reading as presented with the exception of tabled motion for Policy 3.400 -- Student Transportation Management.

Vote: All Yes

2. DISCIPLINARY HEARING APPEAL

The Board has been requested to review the November 12, 2020 decision of the Disciplinary Hearing Authority (DHA) to uphold the remandment of a student from Siegel High School. The student was expelled for one calendar year under the Board Policy 6.309 for possession and use of illegal drugs. This is a zero-tolerance offense. The Director of Schools modified the zero-tolerance to allow the student to attend alternative school in lieu of the one-year expulsion. Based on a review of the DHA's record, the Board may:

- A. Affirm the decision of the DHA;**
- B. Overturn the decision of the DHA; or**
- C. Grant a hearing before the Board.**

Attorney, Sara Page clarified a mistake and correction made to the above Disciplinary Hearing Appeal in regard to the student. The above reference appeal is regarding a Smyrna High School student instead of the above-mentioned Siegel High School student.

Motion made by Mrs. Moore, seconded by Mrs. Maxwell, to uphold the decision of committee as presented.

Vote: All Yes

13. FACILITIES

1. Rocky Fork Middle Baseball Request:

Principal Jennifer Clark has requested the baseball team be allowed to make alterations to the existing field back stop. The team would like to add a concrete block backstop at the bottom of the fence and pour a concrete slab behind the Homeplate. This is a similar look to many of our other schools. Baseball has raised the funds through various fundraisers and this request is at no cost to the Board. Engineering and Construction has reviewed the request and finds it to be acceptable.

Motion made by Mrs. Johnson, seconded by Mrs. Maxwell to approve the RFM Baseball teams request to install a concrete block backstop and concrete as presented.

Vote: All Yes

2. Daniel-McKee Sewer Easement Agreement:

Engineering has been working with Murfreesboro Water and Sewer Department to be able to tie in Daniel-McKee to the city sewer. As part of the project, a portion of this new line will be deeded over to MWSD and they require an easement. This is typical practice. Jeff Reed has reviewed this agreement and finds no issues.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell to approve the Sewer Easement Agreement with MWSD for Daniel-McKee Sewer connection as presented.

Vote: All Yes

3. Rock Springs Elementary Annex Final Change Order:

Boger Construction has submitted Change Order #1, the final Change Order, for a deduct of \$95,853.27. This Change Order will reduce the final construction cost for the project to \$8,023,946.13. Engineering has reviewed and agrees with the request.

Motion made by Mr. Estes, seconded by Mrs. Johnson to approve Change Order #1 for Rock Springs Elementary Annex for a deduct of \$95,853.27 as presented.

Vote: All Yes

4. Sam Davis Board of Directors Dam Removal Request:

The Board of Directors and the Board of Trustees of the Sam Davis Home has requested RCS to allow stream bank restoration and the removal of the Dam that adjoins the Sam Davis Home and RCS Property. We have had two separate presentations by the parties involved, for and against. At the request of the Board, Engineering and Construction has requested and received documents from the Sam Davis Home, TDEC, The US Army Corp of Engineers, The Cumberland River Compact and the Tennessee Historical Commission to make a recommendation to the Board. The Sam Davis Homes Board of Directors and Trustees voted in 2016 and again in 2020 to remove the Dam. TDEC has approved and issued the permit for the water quality portion of the work and the Army Corp of Engineers is in the final stages of approval. Based on the information we have received; it is the Sam Davis Homes wish to remove the Dam. This request is at no cost to Rutherford County Schools or the Board. Engineering recommends approval pending the final determination from the Army Corp of Engineers. Should any funds be remaining from the sale of the wetlands credit, funds should be split 50-50 between the Board and the Sam Davis Home.

Assistant Superintendent of Engineering and Construction, Trey Lee gave information regarding the Sam Davis Home Dam Removal and the Rutherford County Board of Education's position on this matter. There was lengthy discussion and information given on the matter from the Board as well as representatives and spokespersons from the Sam Davis Home.

Motion was made by Ms. Sharp, seconded by Mrs. Maxwell to table the Sam Davis Dam matter until the next Board meeting on Jan. 5, 2021 or such time as the Army Corp of Engineers makes a decision.

Ms. Sharp then amended her motion to table the Sam Davis matter until the next Board meeting on Jan. 5, 2021. Mrs. Maxwell seconded the amended motion.

A Roll Call vote was then taken on the motion to table the Sam Davis Dam matter to the next Board meeting on Jan. 5, 2021.

**Roll Call Vote: Yes – Mrs. Bratton, Ms. Sharp, Mrs. Moore, Mrs. Maxwell
No – Mr. Estes, Mrs. Johnson, Mr. Young**

Motion passed.

5. Wilson Elementary Property Request: (FOR INFORMATION ONLY)

Rutherford County Schools has been requested to sell the unused portion of the property at Wilson Elementary. The Board needs to decide if they wish to sell and if so, authorize Engineering and Construction to have the property appraised and bring the information back to the Board.

Mr. Lee stated Rutherford County Schools has approximately 16 unused acres at this location. They have been approached by family members of the landowners who sold the property to RCS and would like to purchase it back. This property is not being utilized by the school system because of the size, however there is a possibility of several homes that could potentially be built on this property if RCS considered selling.

6. LaVergne Middle Update:

The general contractor has completed the excavation and pouring of structural footings and elevator pad area. The concrete masonry contractor is currently constructing the east wall of the gymnasium and completing the laying of the bottom course of block and grouting. The concrete contractor is completing final grading in preparations of slab pours. Electrical and plumbing contractors have completed the underground rough in for all classroom areas.

7. Plainview Elementary and Site Update:

Building Construction

- Slabs are poured in areas A, B, C, and D. The office area and area E and F are being prepped and will be poured by Christmas. Exterior masonry walls are complete, except for the main entrance and area F. Interior masonry walls are completed in areas C and D, and ongoing in areas A and B. Under-slab plumbing is 90 % complete, the kitchen is the only area not finished. Under-slab electrical is complete and wall rough-in and overhead have begun. Light gauge trusses are being set. The wing of area C is complete and area D will begin this week. Roof framing and decking in the gym is complete.

Site Work

- Installation of the site storm pipe and on-site sewer are ongoing. Permanent roadway is at sub-grade. Work on temporary road will begin this week. Blasting for detention pond A is progressing. Geo-Thermal wells are progressing, over 100 wells (out of 256) are drilled.

14. FINANCIAL MATTERS

1. Budget Amendment for additional instructional technology services related to the COVID-19 Pandemic and high needs special education contracted services

This amendment is to budget for additional instructional technology and special education contract services that are necessary to maintain the delivery of instruction to our students during the ongoing COVID-19 Pandemic. Expenditures include \$1,588,600 for 4,700 additional student laptops for RCS distance learners, \$354,000 for additional content filter technology for online learning platforms and \$353,141 additional costs to deliver contracted therapy and distance learning services to our higher need special education students. Funding for these additional costs are derived from a \$814,607 Federal Remote Learning Technology Grant, \$353,141 in Federal IDEA High Cost Reimbursement Funds and \$688,795 of growth textbook budgeted funds. It should be noted that all local funding that is being utilized in this budget amendment will be in the second request to FEMA in a COVID-19 disaster grant program reimbursement request.

Motion made by Mrs. Bratton, seconded by Mr. Estes, to approve this budget amendment for additional instructional technology incurred from the COVID-19 pandemic and high need SPED contracted services costs as presented.

Vote: All Yes

2. Amendment to Budget for the Operating Costs to open Plainview Elementary

This amendment budgets \$90,629 for a short duration of the current fiscal year for a school principal, assistant principal, two clerical employees and a lead custodian to begin school operations for Plainview Elementary as it prepares to open for instruction in the upcoming school year. Additionally, this amendment moves \$1,500,000 from unassigned fund balance to committed fund balance to cover the first-year operating costs of Plainview Elementary School. It should be noted that the current State BEP funding structure will not pay for any of the new administrative costs related to this new school until FY 22-23 due to funding deficiencies in the BEP that penalizes growing counties.

Motion made by Mrs. Maxwell, seconded by Ms. Sharp, to approve to approve to decrease unassigned fund balance by \$1,590,629 to set aside funds and budget for start-up operating costs at the new Plainview Elementary School as presented.

Vote: All Yes

3. Amendment to Budget for the Payroll Expenses of the Emergency COVID-19 Temporary Custodians and Classroom Facilitators as well as additional needed custodial cleaning supplies

This GPS Fund amendment is to budget for payroll expenditures of \$156,093 for the temporary transfer of fifty-five full and part time school nutrition employees that was approved by the school board and presented to the county Health and Ed and Budget committees early in the school year. This temporary transfer of school nutrition employees was brought about due to a lack of cash flow in the school nutrition fund and from a need for substitute teachers and light duty custodians to cover for quarantined teachers and regular custodians in our schools. We are also requesting \$250,000 more in funds for additional cleaning supplies to cover costs related to sanitizing schools and increased cleaning of the school buildings, a need brought about directly by the ongoing COVID-19 Pandemic. It should be noted that reimbursement for these additional costs will be requested for in a FEMA disaster relief grant.

Motion made by Mr. Estes, seconded by Mrs. Maxwell, to approve to amend the General-Purpose School budget as presented for the payroll expenses of the Emergency COVID-19 Temporary Custodians and Classroom Facilitators as well as additional needed custodial cleaning supplies. Funds for this amendment to come from a portion of the local option sales tax funds being receipted over budget for the first part of the fiscal year. It is noted that this budget amendment will increase the local option sales tax annual budget line item to \$68,041,093, which is still \$49,012 less than actual collections of local option sales tax for last fiscal year and is still a conservative revenue budget for the current 2020-2021 fiscal year.

Vote: All Yes

4. Addendum to Substitute Teacher Contract with Hire Thinking, Inc. d/b/a Advantage XP

This proposed contract addendum will provide contracted substitute teachers, that meet certain criteria, their regular pay while they quarantine, should they be quarantined as a result of being a contact of an individual positive with COVID-19 virus as a direct result of substitute teaching in a Rutherford County School classroom during their official work assignment. Funding limit on this contract addendum not to exceed \$25,000 and to be funded from the current substitute teacher expenditure line items.

Motion made by Mr. Estes, seconded by Mrs. Bratton, to approve the proposed addendum to the Substitute Teacher Contract with Hire Thinking, Inc. d/b/a Advantage XP with a goal to increase the current fill rate of substitute teachers as presented.

Vote: All Yes

5. School Nutrition Milk Inventory on hand in School Cafeterias Surplus

Due to Rutherford County Schools moving to 100% distance learning for Wednesday to Friday of the current school week, the RCS School Nutrition Department will have surplus inventory of fresh milk on hand that will expire prior to students returning after the Winter Break. RCS would like to declare surplus and donate the remaining milk inventory, after all RCS distance learners have been served this week, to the local Nourish Food Bank.

Motion made by Mrs. Maxwell, seconded by Mrs. Moore, to approve to declare surplus and donate the remainder of 9,078 ½ pint cartons of milk to Nourish Food Bank after all RCS students have been served. Monetary value of milk is \$2,213.16.

Vote: All Yes

15. INSURANCE UPDATE

Dr. Anthony gave a brief Insurance update of the financials for Novembers Self Insured Funds and an update for the OJI report in which numbers are down.

16. DIRECTORS UPDATE

The Director started by recognizing Central Magnet School and Lauren Lane, who is one of four finalist of the Presidential Awards Excellence In Mathematics and Science.

Mr. Spurlock spoke on identifying one of the strategic goals discussed in the board retreat throughout the year and what comes next. Dr. Sullivan gave information on

Rutherford County Virtual Schools. Currently operating grades 6-12. Hesitation has been met from the State Department and getting approval to grow to accommodate K, 1-2 as well as grades 3-5. We are currently around 200 students for our Virtual School and would like to expand that, not only to provide an option, but also to keep our students who would like to utilize this option from having to go to other counties to do so.

Mr. Spurlock stated the receipt of a letter of intent for a Charter School. The College and Career Academy would be for grades K-8 opening in 2022-2023 and accommodating somewhere around 770 students. Dr. Sullivan stated the requirements and steps according to policy would be to review the Charters application as well as appoint a review board made up of community members, constituents, district officials as well as one board member. We then would have to appoint a chairperson. Applications would be accepted March 1st -April 1st according to policy, in which there will be 90 days to rule from there.

The Director reviewed Covid-19 data in which Rutherford County has an average of 458 cases over last 7 days. The spread rate is at .955 percent or 3,174 active cases. The positive rate is 22.22 percent.

Rutherford County Schools is considering an option to begin the second semester using a hybrid model to reduce the number of students in school buildings at the same time, which will improve the ability to social distance and reduce the number of quarantines as well as lessen how often schools are moved to all distance-learning because of the number of employees and students on quarantine.

Under the proposal, students in grades 7-12 would alternate in-person school days with asynchronous distance-learning days. Students whose last names start with A-L would attend in-person on Monday, Jan. 11, 2021, whereas students with last names beginning with M-Z would attend school in-person on Tuesday, Jan. 12, 2021. The two groups would then alternate in-person instruction every other day, reducing the number of students in a school on any given day. Schools would work with blended families who may have different last names to ensure all household children are in the same group.

The proposal calls for the hybrid system to be in place for four weeks, at which time it will be determined whether to continue the hybrid plan for another four weeks based on COVID-19 data, such as spread and positivity rate.

17. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Bratton reported information received from Senator Shane Reeves regarding Legislation and intentions to fully fund BEP and increasing funding for fast growing districts such as Rutherford County.

Discussion was held on meeting with Legislature after the first of the year.

18. FEDERAL RELATIONS NETWORK (FRN) UPDATE – No update at this time

19. GENERAL DISCUSSION – No discussion was held

20. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 7:04 P.M.

Coy Young, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

January 5, 2021

Fees

Oakland High Fury Softball-Lyons, travel ball practices, 1/5/21-1/5/22 when available, field and indoor facility, \$18/hr, ****subject to COVID-19 restrictions and updates.***

Rock Springs Middle Victory Church, church services, 1/5/21-1/5/22 Sundays, auditorium/gym/cafeteria, gym and cafeteria \$18/hr and auditorium \$285/day (approx. \$465/wk), ****subject to COVID-19 restrictions and updates.***

No Fees

Rocky Springs Elementary Smyrna Jr. Basketball League, youth basketball practices and game site, 1/5/21-3/20/21, gym, no fee, ****subject to COVID-19 restrictions and updates.***

Note: Facility use for 1/5/21 has been granted pending Board action. The COVID-19 CDC approved recommendations were reviewed by the requestor. 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.**

Bid # 3500
Low Voltage Cabling
Plainview Elementary School

Vendor	Low Voltage Cabling (Labor & Materials All Inclusive)
Beacon Technologies	\$ 158,625.00
Central Technologies Inc.	\$ 161,347.00
Institutional Network Communications	\$ 129,605.00
LanLink Communications	\$ 121,533.00
M3 Technology Group, Inc.	\$ 185,500.00
One Diversified LLC	\$ 102,070.24

Mailed to 38 vendors
32 vendors did not respond

Recommend: Motion to award to One Diversified LLC for overall lowest and best bid.

To be funded through Building Program.

Bid #3501 - Toilet Partitions

Descriptiton	Manning Materials Inc.	Ryzec Building Group
Oakland High	\$ 11,393.00	\$ 16,007.00
Riverdale High	\$ 10,965.00	\$ 14,742.00
LaVergne High	\$ 4,841.00	\$ 9,520.00
Smyrna High	\$ 4,827.00	\$ 7,763.00
Smyrna Middle	\$ 9,156.00	\$ 13,958.00
Individual Partition Price	\$ 1,085.00	\$ 1,500.00

Mailed to 9 vendors
7 Vendors did not respond

Recommend: Motion to award to Manning Materials, Inc. for overall lowest and best bid.

To be funded through the General Fund and Maintenance Department.

Rutherford County Hybrid Schedule



 = Asynchronous Learning at Home

 = Synchronous Learning at School

Extended Hybrid Schedule

Beginning January 5, 2021 through February 5, 2021

- Students in grades PreK-12 can choose the option to be a full time Distance Learner or Traditional Learner for the 3rd quarter.
- Beginning January 11- February 5, all PreK-5th grade students will attend classes in the school building every day unless the student has chosen the Distance Learner option.
- Students in grades 6th-12th who have chosen the option to be a Traditional Learner will attend school on a Hybrid schedule beginning January 11- February 5. Students with the last name A-L will attend in- person on Monday and Wednesday; students with the last name M-Z will attend in-person on Tuesday and Thursday.
- Distance Learner students in grade 6-12 will also follow the Hybrid schedule for instruction. Students with the last name A-L will attend synchronously on Monday and Wednesday, and students with the last name M-Z will attend synchronously on Tuesday and Thursday.

**Extended Hybrid Schedule
January 5 through February 5, 2021**

Monday	Tuesday	Wednesday	Thursday	Friday
4 No School for Students/ Teacher In-Service Day	5 All Students Learning at Home (Flex Day) 	6 All Students Learning at Home (Flex Day) 	7 All Students Learning at Home (Flex Day) 	8 All Students Learning at Home (Flex Day) 
11 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at School -Grades 6-12 Students with Last Name M-Z:  Learning at Home	12 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at Home -Grades 6-12 Students with Last Name M-Z:  Learning at School	13 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at School -Grades 6-12 Students with Last Name M-Z:  Learning at Home	14 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at Home -Grades 6-12 Students with Last Name M-Z:  Learning at School	15 All Students Learning at Home (Flex Day) 

<p>18 No School- MLK Holiday</p>	<p>19 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at Home -Grades 6-12 Students with Last Name M-Z:  Learning at School</p>	<p>20 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at School -Grades 6-12 Students with Last Name M-Z:  Learning at Home</p>	<p>21 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at Home -Grades 6-12 Students with Last Name M-Z:  Learning at School</p>	<p>22 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at School -Grades 6-12 Students with Last Name M-Z:  Learning at Home</p>
<p>25 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at School -Grades 6-12 Students with Last Name M-Z:  Learning at Home</p>	<p>26 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at Home -Grades 6-12 Students with Last Name M-Z:  Learning at School</p>	<p>27 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at School -Grades 6-12 Students with Last Name M-Z:  Learning at Home</p>	<p>28 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at Home -Grades 6-12 Students with Last Name M-Z:  Learning at School</p>	<p>29 All Students Learning at Home (Flex Day) </p>
<p>1 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at School -Grades 6-12 Students with Last Name M-Z:  Learning at Home</p>	<p>2 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at Home -Grades 6-12 Students with Last Name M-Z:  Learning at School</p>	<p>3 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at School -Grades 6-12 Students with Last Name M-Z:  Learning at Home</p>	<p>4 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at Home -Grades 6-12 Students with Last Name M-Z:  Learning at School</p>	<p>5 -PreK-5: Learning at School  -Grades 6-12 Students with Last Name A-L:  Learning at Home -Grades 6-12 Students with Last Name M-Z:  Learning at School</p>

January

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
For 6 th through 12 grade: A group (student last names A-L) B group (student last names M-Z)	4 In-Service Day for teachers. No School for Students	5 Distance Learning (asynchronous) Prek-12	6 Distance Learning (asynchronous) Prek-12	7 Distance Learning (asynchronous) Prek-12	8 Distance Learning (asynchronous) Prek-12	9
10 Legend: Gray: Pre-K through 5 th : in person/DL synchronous GREEN: All DL asynchronous Blue: in person/DL synchronous	11 PreK-5 traditional/DL (all) 6-12: A group (in person/DL Synchronous) B group (at home/DL asynchronous)	12 PreK-5 traditional/DL (all) 6-12: A group (at home/DL asynchronous) B group (in person/DL Synchronous)	13 PreK-5 traditional/DL (all) 6-12: A group (in person/DL Synchronous) B group (at home/DL asynchronous)	14 PreK-5 traditional/DL (all) 6-12: A group (at home/DL asynchronous) B group (in person/DL Synchronous)	15 Distance Learning (asynchronous) Prek-12	16
17 Synchronous- live lessons with educator Asynchronous- prepared lessons/activities/recordings for students. (not live/same time as in person)	18 MLK Holiday- No School	19 PreK-5 traditional/DL (all) 6-12: A group (at home/DL asynchronous) B group (in person/DL Synchronous)	20 PreK-5 traditional/DL (all) 6-12: A group (in person/DL Synchronous) B group (at home/DL asynchronous)	21 PreK-5 traditional/DL (all) 6-12: A group (at home/DL asynchronous) B group (in person/DL Synchronous)	22 PreK-5 traditional/DL (all) 6-12: A group (in person/DL Synchronous) B group (at home/DL asynchronous)	23
24	25 PreK-5 traditional/DL (all) 6-12: A group (in person/DL Synchronous) B group (at home/DL asynchronous)	26 PreK-5 traditional/DL (all) 6-12: A group (at home/DL asynchronous) B group (in person/DL Synchronous)	27 PreK-5 traditional/DL (all) 6-12: A group (in person/DL Synchronous) B group (at home/DL asynchronous)	28 PreK-5 traditional/DL (all) 6-12: A group (at home/DL asynchronous) B group (in person/DL Synchronous)	29 Distance Learning (asynchronous) Prek-12	30

February

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 PreK-5 traditional/DL (all) 6-12: A group (in person/DL Synchronous) B group (at home/DL asynchronous)	2 PreK-5 traditional/DL (all) 6-12: A group (at home/DL asynchronous) B group (in person/DL Synchronous) Board Meeting: 5:00 to continue, discontinue, or modify Hybrid Plan-Takes effect 2/8/20	3 PreK-5 traditional/DL (all) 6-12: A group (in person/DL Synchronous) B group (at home/DL asynchronous)	4 PreK-5 traditional/DL (all) 6-12: A group (at home/DL asynchronous) B group (in person/DL Synchronous)	5 PreK-5 traditional/DL (all) 6-12: A group (at home/DL asynchronous) B group (in person/DL Synchronous)	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: <h2 style="text-align: center;">Tobacco and Vape-Free Schools</h2>	Descriptor Code: 1.803	Issued Date: 09/18/19
		Rescinds: 1.803	Issued: 06/05/19

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

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

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

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

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

Legal References

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

Cross References

Community Use of School Facilities 3.206
Code of Conduct 6.300

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Textbooks and Instructional Materials	Descriptor Code: 4.400	Issued Date:
		Rescinds: 4.401	Issued:

1 **General**

2 All classrooms shall be equipped with the textbooks and instructional materials needed to provide quality
3 learning experiences for students in accordance with state law.¹ The Board shall provide a wide range of
4 textbooks and instructional materials that cover all levels of difficulty, generate critical thinking, and
5 support the educational programs.

6 **SELECTION²**

7 The responsibility to select textbooks and instructional materials, as recommended by the State Textbook
8 Commission, rests with the local textbook selection committees, subject to approval by the Board. Use
9 of textbooks and instructional materials not on the list approved by the State Textbook Commission is
10 permissible if the Board submits a waiver to the State Board of Education and such waiver is approved.

11 The Director of Schools, in consultation with the Assistant Superintendent of Curriculum and
12 Instruction, shall make a recommendation of the number of committee members needed and the
13 nominees based upon the subject matter field(s) and the grade levels for which the adoption includes.
14 Announcement of the Textbook Adoption Committee nomination shall be posted on the Rutherford
15 County Schools website at least thirty days prior to the committee nominations being presented to the
16 Board for review and approval.

17 *Committee Composition*

18 Review committees shall be set-up by grade-level groups and subject matter fields, and be composed of
19 teachers, supervisors, parents with children enrolled in Rutherford County Schools at the time of the
20 appointment to a committee, with the optional inclusion of experts in grade-level or subject matter field
21 for which the textbooks and instructional materials are to be reviewed. Each committee shall be chaired
22 by the Instructional Coordinator, Supervisor, or Specialist over the subject matter field for which the
23 review is covering. The committee shall be composed of the following percentages:

- 24 1. Teacher and/or Supervisor nominees shall include persons from at least 50% of Rutherford
25 County Schools in which the adopted materials will be used.
- 26 2. The number of parents on each review committee shall comprise no less than 10%, but no more
27 than 20%, of the committee total.
- 28 3. Principals in consultation with the Parent-Teacher Organization leadership shall submit up to two
29 persons for consideration.
- 30 4. Experts are optional. They may be college professors, or credentialed subject matter specialists.
31 Experts may comprise up to 10% of the committee total.

1 The members of the committee shall serve for the length of time the adoption process for which they are
2 appointed lasts.

3 **INSPECTION AND REVIEW**

4 The Director of Schools shall establish a procedure for providing citizens of the community with an
5 opportunity to examine proposed textbooks and instructional materials prior to their final adoption,³
6 including public notice of the time and location at which textbooks and instructional materials may be
7 examined. Once approved by the Board, the Director of Schools shall post the list of all approved
8 textbooks and instructional materials on the school district's website and send a copy of the list to the
9 Commissioner of Education.²

10 A list of textbooks and instructional materials shall be revised annually by principals under the direction
11 of the Director of Schools.

12 Upon request, parent(s)/guardian(s) shall have the ability to inspect any textbooks and instructional
13 materials including, but not limited to, teaching materials, handouts, and tests that are developed by
14 and graded by their child's teacher.

15 The Director of Schools shall develop procedures for the inspection of materials and distribute these
16 procedures to each principal.

17 **DISTRIBUTION**

18 The Director of Schools shall designate an employee to be responsible for the purchase and distribution
19 of textbooks and instructional materials in each school. Students shall receive these items at no cost.

20 **CARE OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS⁴**

21 Textbooks and instructional materials are property of the Board and shall be returned at the end of the
22 school year, upon completion of the course, or upon withdrawal from a course or school.
23 Parent(s)/guardian(s) are to sign an agreement stating they shall be responsible for the textbooks and
24 instructional materials received and used by their children.

25 The following reimbursement schedule shall be used as a guide for collecting fines for lost or destroyed
26 books:

27 <u>AGE OF BOOK</u>	28 <u>AMOUNT COLLECTED</u>
29 1—2 Years	100% Replacement Cost
30 3 – 4 Years	75% Replacement Cost
31 5 or More Years	50% Replacement Costs

32 The Board shall approve and periodically review a schedule of fines for damaged books. In cases where
33 the book is damaged to the extent it is no longer useable, the amount collected shall conform to the
34 reimbursement schedule for lost books. A fine may only be assessed in cases where the student or parent
35 damages, loses, or defaces the textbook either through willful intent or neglect.

36
37 Following an interview with parties and an investigation, if needed, the principal may assess the
38 appropriate fine and notify the parent in writing.

1 The principal may include with the notice a provision stating that failure to pay the fine imposed within
2 a reasonable time may result in the imposition of one of the following sanctions:

3
4 1. Refusal to issue any additional textbooks until restitution is made; or

5
6 2. Withholding all grade cards, **diplomas**, certificates of progress, or transcripts until restitution is
7 made.

8 The principal may waive the assessment of fines when, in his/her judgment, the student is the victim of
9 an uncontrollable circumstance and/or not responsible for the damage.

Legal References

1. TCA 49-6-2207; TCA 49-2-203(a)(3)
2. TCA 49-6-2207(c), (e), (f); TCA 49-6-2202(d);
TRR/MS 0520-01-18-.02
3. 20 USCA § 1232h(a); TCA 49-6-7003
4. TCA 49-3-310(1)(B); TRR/MS 0520-01-02-.16(2)

Cross Reference

- Surplus Property Sales 2.403
Reconsideration of Instructional Materials and Textbooks
4.403
Controversial Materials 4.801
Student Fees and Fines 6.709

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Non- Certified Employees	Descriptor Code: 5.202	Issued Date: 01/12/12
		Rescinds: 5.202	Issued: 01/15/09

1 **SUSPENSION**

2 A director of schools/designee may suspend an employee at any time when deemed necessary.¹ ~~Before~~
3 ~~an employee is suspended s/he shall be: (1) provided with reasons for the suspension; (2) given an~~
4 ~~opportunity to respond; and (3) given a written decision of the suspension.~~

5 Under no circumstances shall a director of schools suspend an employee with pay. If reinstated, the
6 employee shall be paid full salary for the period of suspension, unless suspension without pay is
7 deemed to be an appropriate penalty.

8 **DISMISSAL**

9 All non-certified (classified) employees are employed at the will of the director. The director of
10 schools may dismiss any non-certified employee during the contract year for any lawful reason.

11 **RESIGNATION**

12 Support personnel shall give the immediate supervisor written notice of resignation at least two (2)
13 weeks (ten (10) working days) in advance of the effective date of voluntary termination. The ten (10)
14 working days may be waived by the director of schools for justifiable reason.

15 The immediate supervisor shall forward copies the day received to the director of schools' office. The
16 payroll office will prepare final payment for the next appropriate scheduled pay day.

17 **RETIREMENT**

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

20 Employees eligible for retirement benefits may elect to retire at any age according to the provisions of
21 the retirement system.

22 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
23 responsibility of the retiring employee to provide verification of eligibility in writing from TCRS to the
24 central office. It shall be the responsibility of the retiring employee to file for benefits.

25 Employees who retire under TCRS may be employed up to one-hundred-twenty (120) days per year
26 without loss of retirement benefits.

Legal Reference:

1. TCA 49-2-301 (b)(1)(EE)(FF)

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Issued Date: 09/18/19
		Rescinds: 5.302	Issued: 10/31/18

1 PROFESSIONAL PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

14 **SUPPORT PERSONNEL**

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

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

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

20 **SICK LEAVE BANK**

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

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

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

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

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

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

Legal References

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

Cross References

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

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Long-Term Leaves of Absence for Professional Personnel	Descriptor Code: 5.304	Issued Date: 08/13/15
		Rescinds: 5.304	Issued: 11/20/14

1 All personnel holding a position that requires a teacher's license shall be granted leave for military
2 service, legislative service, maternity, adoption or recuperation of health without loss of accumulated
3 leave credits, tenure status or other fringe benefits. All leaves (military, legislative, maternity,
4 adoption and recuperation of health) shall be requested in writing at least thirty (30) days in advance
5 on forms provided by the Director of Schools. The thirty (30) day notice may be waived or reduced by
6 the director of schools upon submission of a certified statement by a physician. The application for
7 leave forms shall require:

- 8 1. A brief description of the type of leave requested;
- 9 2. The requested dates for beginning and ending leave; and
- 10 3. A statement of intent to return to the position from which leave is granted along with a
11 physician's statement releasing the employee to return to work;
- 12 4. A physician's statement supporting the initial request for leave and any extension requested.

13 Each applicant shall be notified in writing of the action of the director and the beginning and ending
14 dates of the leave which is granted. All leaves, except military leave, shall be from a specific date to a
15 specific date. However, any medical leave may be extended by the director of schools upon written
16 request from the employee. Military leave shall be granted for whatever period may be required. The
17 procedure and condition for extending leave are the same as those used when the original request was
18 granted. A maximum of two consecutive years of extended leave of absence for legislative service or
19 recuperation of health may be taken in a career with the Rutherford County Board of Education.

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

24 Any teacher on leave shall notify the director of schools at least thirty (30) days prior to the date of the
25 return if the teacher does not intend to return to the same position from which he or she is on leave.
26 Failure to give such notice shall be considered breach of contract.

27 **PAY AND BENEFITS**

28 All leave granted in conformance with this policy shall be without pay except as may be covered by
29 sick leave in the case of maternity and recuperative leaves. Employees shall have the opportunity to
30 continue participation, at their own expense, in group insurance plans subject to restrictions of the
31 insuring carrier. Arrangements for direct payment shall be made by the employee directly with the
32 insurance clerk.

1 ~~Employees who take leave under the provisions of the Family Medical Leave Act (FMLA) shall have~~
2 ~~the same portion of their insurance premiums paid by the Board as is paid for active employees. This~~
3 ~~leave is limited to twelve (12) weeks and subject to the restrictions and conditions of the Family~~
4 ~~Medical Leave Act (FMLA).~~

5
6

Legal References

1. TCA 49-5-702
2. TCA 49-5-703
3. TCA 49-5-704
4. TCA 49-5-705
5. TCA 49-5-706

Cross References

- Family and Medical Leave 5.305
- Military Leave 5.306
- Physical Assault Leave 5.307
- Sabbatical Leave 5.308
- Legislative Leave 5.309
- Interim Employees 5.700

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Attendance	Descriptor Code: 6.200	Issued Date: 07/28/20
		Rescinds: 6.200	Issued: 06/05/19

1 Attendance is a key factor in student achievement, and therefore, students are expected to be present
2 each day school is in session.

3 The attendance supervisor shall oversee the entire attendance program which shall include:¹

- 4 1. All accounting and reporting procedures and their dissemination;
- 5 2. Alternative program options for students who severely fail to meet minimum attendance
6 requirements;
- 7 3. Ensuring that all school age children attend school;
- 8 4. Providing documentation of enrollment status upon request for students applying for new or
9 reinstatement of driver's permit or license; and
- 10
11 5. Notifying the Department of Safety whenever a student with a driver's permit or license
12 withdraws from school.²

13 Student attendance records shall be given the same level of confidentiality as other student records. Only
14 authorized school officials with legitimate educational purposes may have access to student information
15 without the consent of the student or parent/guardian.³

16 Absences shall be classified as either excused or unexcused as determined by the principal/designee. If
17 an absence is unexcused, the work missed may be made up for credit within five (5) days of returning to
18 school from said absence.

19 Out-of-school suspension days will be considered unexcused absences and students absent for out-of-
20 school suspension shall be allowed to make up the work missed within five (5) days of returning to
21 school from said absence and receive eighty percent (80%) of the grade earned. If a grade was not taken
22 for the day missed, no deduction in grades will occur because of the absence.

23 Excused absences shall include:⁴

24 1. Personal illness/injury

- 25 a. A note from the student's parent/guardian or legal custodian will be required upon the
26 student's returning to school. The note should include the reason(s) for and the date(s)
27 of the absence. Upon returning to school, a student has five (5) school days in which

- 1 to submit a note. After that time period has elapsed, the absence(s) will become
2 permanently unexcused.
- 3 b. The school may accept a written note from a parent/guardian or legal custodian
4 verifying a student's illness for up to a total of eight (8) accumulated days during the
5 school year. However, if a student is absent due to illness more than a total of eight
6 (8) accumulated days, a doctor's note specifying inclusive dates for the illness must
7 be submitted in order for any subsequent absences due to illness to be excused.
8
- 9 2. Illness of immediate family member
- 10 a. A doctor's statement may be required after three (3) days. Immediate family member
11 is defined as a student's parent/guardian or sibling.
12
- 13 3. Death in the family
- 14 a. One day shall be excused for death of family members. Additional days will be
15 excused at the discretion of the principal.
- 16 b. If the death is not of a family member, the principal may approve as an unexcused
17 absence with appropriate documentation.
- 18 4. Extreme weather conditions
- 19 5. Religious observances⁵
- 20 6. Military Service of Parent/Guardian⁶
- 21 a. School principals shall provide students with a one-day excused absence prior to the
22 deployment of and a one-day excused absence upon the return of a parent/guardian
23 or immediate family member serving active military service.
24
- 25 b. Principals shall also allow up to ten (10) excused cumulative absences per year for
26 students to visit a parent/guardian during a deployment cycle. The student shall
27 provide documentation to the school as proof of his/her parent's/guardian's
28 deployment. Students shall be permitted to make up schoolwork missed during these
29 absences.⁶
- 30 7. Pregnancy
- 31 8. ~~School sponsored or school endorsed activities~~
- 32 9. Summons, subpoena, or court order
- 33 a. Written verification of the appearance and the time involved must be submitted
34 upon the student's return to school. These excuses may be obtained through the
35 Court Clerk's office.
36
- 37 10. Circumstances which in the judgment of the principal create emergencies over which the
38 student has no control.

1 The principal shall be responsible for ensuring that:⁷

- 2 1. Attendance is checked and reported daily for each class;
- 3
- 4 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent
- 5 for the majority of the day;
- 6 3. All student absences are verified;
- 7 4. Written excuses are submitted for absences and tardiness; and
- 8 5. System-wide procedures for accounting and reporting are followed.

9 **DISTANCE LEARNING ATTENDANCE**

10 All RCS attendance policies apply to students participating in distance learning. In order for distance
11 learning students to be considered present for the day, the student must be interacting and responding
12 to instruction. The teachers will take attendance for each class based on the following:

- 13 1. Submission of an assignment for the class;
- 14 2. Participation in an online discussion for the class;
- 15 3. Participation in synchronous learning in an online classroom;
- 16 4. Completion of an assessment for the class;
- 17 5. Discussion with the teacher/class via phone calls, email, or online meeting in a virtual format;
- 18 6. Other participation as determined by the principal.

19 Students with three unexcused absences shall be subject to the progressive truancy intervention
20 framework contained in this Policy.

21 **TRUANCY**

22 *General*

23 Students shall be present at least fifty percent (50%) of the scheduled school day in order to be counted
24 present. Students receiving special education services may attend part-time days, alternating days, or for
25 a specific amount of time as indicated in their Individualized Education Plan.

26 If a student is required to participate in a remedial instruction program outside of the regular school day
27 where there is no cost to the parent(s) and the school system provides transportation, unexcused absences
28 from these programs shall be reported in the same manner.⁸

29 Students who are absent five (5) days without adequate excuse shall be reported to the Director of
30 Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's
31 absence. The Director of Schools/ designee shall also comply with state law regarding the reporting of
32 truant students to the proper authorities. If a student accumulates a total of five (5) unexcused absences,
33 then he/she is subject to referral to juvenile court.⁸

1 The Director of Schools/designee shall develop appropriate administrative procedures to implement this
2 policy.

3 *Progressive Truancy Intervention Plan*⁹

4 Students with three (3) unexcused absences shall be subject to the progressive truancy intervention
5 framework outlined below.

6 **Tier I**

7 1. A conference with the student and the student's parent/guardian;

8

9 2. An attendance contract, based on the conference, signed by the student, the parent/guardian, and
10 an attendance officer. The contract shall include:

11

12 a. A specific description of the school's attendance expectations for the student;

13 b. The period for which the contract is effective. The term of the contract must not exceed
14 ninety (90) school days or continue beyond the last day of the semester, whichever comes
15 first; and

16 c. Penalties for additional absences and alleged school offenses, including additional
17 disciplinary action and potential referral to juvenile court; and

18

19 3. Regularly scheduled follow-up meetings to discuss the student's progress.

20 If the student accumulates additional unexcused absences in violation of the attendance contract, he/she
21 shall be subject to the additional intervention tiers.

22 **Tier II**

23 If a student accumulates additional unexcused absences in violation of attendance contract in tier one,
24 the student will be subject to tier two.

25 An individualized assessment by a school employee of the reasons a student has been absent from school.
26 This may result in referral to counseling, community-based services, or other services to address the
27 student's attendance problems.

28 **Tier III**

29 This tier will be implemented if the truancy interventions under tier two are unsuccessful.

30 The Director of Schools shall develop procedures for the implementation of a progressive truancy
31 intervention process under tier three.

32 **COLLEGE VISITS**¹⁰

33 Any high school student wishing to participate in a postsecondary school visit during the school year
34 shall submit to the principal/designee prior notice from the his/her parent/guardian specifying the date

1 of the school visit. The parent(s)/guardian(s) of the student shall be responsible for facilitating any
2 postsecondary school visits and for ensuring the safety of the student during the visit.

3 The principal/designee shall count a student present for no more than three (3) days each school year for
4 students participating in a postsecondary school visit. The student shall be counted present for the day
5 of the postsecondary school visit and shall not be counted present during any travel days.

6 In order to be counted present for the school day missed, the student shall submit to the
7 principal/designee a signed letter or form from a campus official verifying that the visit to the
8 postsecondary school occurred.

9 The student shall complete any school work missed due to the student participating in a postsecondary
10 school visit.

11 **PERFECT ATTENDANCE**

12 To be eligible for perfect attendance, a student must be in attendance for a length of time equal to the
13 state's minimum hourly requirement for a school day. To have perfect attendance in a particular class,
14 a student must be present every day for over half of the class period.

15 Any student who misses class or a day of school because of observance of a day set aside as sacred by
16 a religious denomination of which the student is a member or adherent, shall be deemed to have met
17 the requirements of perfect attendance if his/her only absences were related to such observance.

18 Any student who misses class or a day of school because of a scheduled visit to a college or university
19 shall be deemed to have met the requirements of perfect attendance if his/her only absences were
20 related to such visit. Any student who misses class or a day of school because of earning an exemption
21 from exams shall be deemed to have met the requirements for perfect attendance if his/her only
22 absences were related to the exemptions.

23 **POSITIVE INCENTIVES FOR PERFECT ATTENDANCE**

24 Grades K-8

25 Individual schools are encouraged to provide incentives for regular attendance.

26 Grades 9-12

27 Final Exam Exemptions (Other than state mandated End of Course Exams)-Eligibility for exam
28 exemptions (other than state mandated End of Course Exams) begins the first day of school. The final
29 decision regarding final exemption of any student will be determined by the principal/designee. Any
30 student who has been suspended (in-school or out-of-school) is not eligible for exemptions. The criteria
31 for final exam exemption are as follows:

32 Full Year Classes	One Semester Class
33 8 absences-A average	4 absences-A average
34 6 absences-B average	3 absences-B average

- | | | |
|---|----------------------|----------------------|
| 1 | 4 absences-C average | 2 absences-C average |
| 2 | 2 absences-D average | 1 absence-D average |

3 **ABSENCES MAY NOT BE MADE UP FOR THE PURPOSE OF QUALIFYING FOR EXAM**
4 **EXEMPTION.**

5 Any student in Rutherford County Schools with four (4) years perfect attendance will receive recognition
6 for this achievement.

7 **TARDIES K-12**

8 Being on time to school and class is essential for optimum teaching and learning. When a student is
9 tardy, he/she disrupts this process for others and loses important learning time for himself/herself. School
10 bus transportation is provided free of charge to students of Rutherford County. For this reason, tardies
11 related to car problems, traffic, oversleeping, etc. are not valid reasons for tardiness. To receive an
12 excused tardy when late to school, the student must either:

- 13
- 14 a. A doctor's statement;
 - 15 b. An official court notice; or
 - 16 c. A parent conference or a parent's telephone call and approval by the administration.
17 (Personal illness would be excused.)

18 **STATE-MANDATED ASSESSMENT**

19 Students who are absent the day of the scheduled EOC exams must present a signed doctor's excuse or
20 must have been given an excused release by the principal prior to testing to receive an excused absence.
21 Students who have excused absences will be allowed to take a make-up exam. Excused students will
22 receive an incomplete in the course until they have taken the EOC exam.

23 Students who have an unexcused absence shall receive a failing grade on the course exam which shall
24 be averaged into their final grade.

25 **CREDIT/PROMOTION DENIAL**

26 Credit/promotion denial determinations may include student attendance; however, student attendance
27 may not be the sole criterion.¹¹ If attendance is a factor, prior to credit/promotion denial, the following
28 shall occur:

- 29 1. The student and the parent/guardian shall be advised if student is in danger of credit/promotion
30 denial due to excessive absenteeism.
- 31
- 32 2. Procedures in due process are available to the student when credit or promotion is denied.

1 DRIVER'S LICENSE REVOCATION²

2 More than ten (10) consecutive or fifteen (15) reported unexcused absences by a student during any
3 semester renders a student ineligible to retain a driver's permit or license, or to obtain such if of age.

4 In order to qualify for reclaiming a driver's permit or license, the student must make a passing grade in
5 at least three (3) full unit subjects or their equivalency at the conclusion of a subsequent grading period.

6 ATTENDANCE HEARING¹²

7 Students with excessive (more than 5) unexcused absences or those in danger of credit/promotion denial
8 shall have the opportunity to appeal to an attendance hearing committee appointed by the principal. If
9 the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided written or
10 actual notice of the appeal hearing and shall be given the opportunity to address the committee. The
11 committee will conduct a hearing to determine if any extenuating circumstances exist or to determine if
12 the student has met attendance requirements that will allow him/her to pass the course or be promoted.
13 Upon notification of the attendance committee decision, the principal shall send written notification to
14 the Director of Schools/designee and the parent(s)/guardian(s) of the student of any action taken
15 regarding the excessive unexcused absences. The notification shall advise parents/guardian(s) of their
16 right to appeal such action within two (2) school days to the Director of Schools/designee.

17 The appeal shall be heard no later than ten (10) school days after the request for appeal is received.

18 Within five (5) school days of the Director of Schools/designee rendering a decision, the student's
19 parent(s)/guardian(s) may request a hearing by the board, and the board shall review the record.
20 Following the review, the board may affirm or overturn the decision of the Director of Schools/designee.
21 The action of the board shall be final.

22 The Director of Schools/designee shall ensure that this policy is posted in each school building and
23 disseminated to all students, parents, teachers, and administrative staff.

Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c)
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5); State Board of Education Policy 4.100
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3019
7. TCA 49-6-3007
8. TCA 49-6-3021
9. TCA 49-6-3007; TCA 49-6-3009
10. State Board of Education Policy 4.100
11. TCA 49-2-203(b)(7)
12. TRR/MS 0520-01-02-.17(7)

Cross References

- School Calendar 1.800
- Extracurricular Activities 4.300
- Interscholastic Athletics 4.301
- Field Trips/Excursions/Competitions 4.302
- Reporting Student Progress 4.601
- Promotion and Retention 4.603
- Recognition of Religious Beliefs, Customs, & Holidays 4.803
- Voluntary Pre-K Attendance 6.2011
- Homeless Students 6.503
- Students in Foster Care 6.505
- Students from Military Families 6.506
- Student Records 6.600

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Interrogations and Searches	Descriptor Code: 6.303	Issued Date: 07/20/11
		Rescinds: 5-11	Issued: 01/15/09

1 INTERROGATIONS BY SCHOOL PERSONNEL

2 ~~School personnel have a duty to report any reasonable suspicion that a student is carrying, or has~~
3 ~~carried, a weapon or is violating, or has violated, a provision of the Tennessee Drug Control Act to the~~
4 ~~principal, the principal's designee or, if the principal and the principal's designee are unavailable and~~
5 ~~the offense was committed on school property, to the appropriate authorities.[†]~~

6 ~~Students may be questioned by teachers or principals about any matter pertaining to the operation of a~~
7 ~~school and/or the enforcement of its rules. Questioning must be conducted discreetly and under~~
8 ~~circumstances which will avoid unnecessary embarrassment to the student being questioned. Any~~
9 ~~student answering falsely, evasively or refusing to answer a proper question may be subject to~~
10 ~~disciplinary action, including suspension.~~

11 ~~If a student is suspected or accused of misconduct or infraction of the student code of conduct, the~~
12 ~~principal may interrogate the student, without the presence of parent(s)/guardian(s) or legal custodians.~~
13 ~~and without giving the student constitutional warnings.~~

14 INTERROGATIONS BY POLICE AT ADMINISTRATOR'S REQUEST

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

22 ~~The use of police women or female staff members is desirable in the interrogation of female students.~~

23 POLICE-INITIATED INTERROGATIONS

24 If the police deem circumstances of sufficient urgency to interrogate students at school for unrelated
25 crimes committed outside of school hours, the police department shall first contact the principal
26 regarding the planned interrogation, inform him/her of the probable cause to investigate ~~within the~~
27 ~~school~~. The principal shall make reasonable effort to notify the parent(s)/guardian(s) or legal
28 custodians of the interrogation unless circumstances require otherwise. The interrogation may proceed
29 without attendance of the parent(s)/guardian(s) or legal custodians. The principal or his/her designee

1 shall be present during the interrogation, ~~unless instructed to leave the interrogation by local law~~
2 ~~enforcement officials.~~

3 **SEARCHES BY SCHOOL PERSONNEL**

4 *General*

5
6
7 Staff have the duty to report to the principal any reasonable suspicion that a student is in possession of
8 or is carrying a dangerous weapon on school grounds or within any school building or is using or in
9 possession of drugs.

10
11 The principal has the duty to report any violations to the appropriate law enforcement officer.

12 Any dangerous weapon or drug discovered by the principal or other staff member in the course of a
13 search shall be turned over to the appropriate law enforcement officer for proper disposal.

14 *Searches of Students*

15
16
17 A student may be subject to a physical search due to the results of a locker search or because of
18 information received by staff if such action is reasonable by the principal.

19 *Searches of Vehicles, Lockers, and Enclosures*

20
21
22 Depending on the circumstances, a principal may order that vehicles parked on school property by
23 students, lockers, or other enclosures used for storage by students and other areas accessible to students
24 be searched in the principal/designee's presence.

25
26 Lockers shall be assigned to each individual student at the beginning of the year. Students are not
27 permitted to change locker assignments unless permission is given by the principal. Students shall be
28 notified at the beginning of the school year that lockers are subject to being searched.

29
30 Individual circumstances requiring a search may include incidents on school property, including school
31 buses, involving, but not limited to, the use of dangerous weapons, drugs or drug paraphernalia by
32 students, information received from law enforcement indicating a pattern of drug dealing or drug use
33 by students of that school, any assault or attempted assault on school property with dangerous
34 weapons, or any other actions or incidents known by the principal that give rise to reasonable suspicion
35 that dangerous weapons, drugs, or drug paraphernalia are on school property.

36
37 The principal shall ensure that notice is posted on school campus that vehicles parked on school
38 property, lockers, or other enclosures used for storage by students are subject to being searched.

~~Any principal, or his/her designee, having reasonable suspicion may search any student, place or thing on school property or in the actual or constructive possession of any student during any organized school activity off campus, including buses, vehicles of students or visitors (*Notice shall be posted in the school parking lot that vehicles parked on school property by students or visitors are subject to search for drugs, drug paraphernalia or dangerous weapons*), and containers or packages if he/she receives information which would cause a reasonable belief that the search will lead to the discovery of:~~

- ~~1. Evidence of any violation of the law;~~
- ~~2. Evidence of any violation of school rules or regulations or proper standards of student or faculty conduct;~~
- ~~3. Any object or substance which, because of its presence, presents an immediate danger of harm or illness to any person.~~

~~A student using a locker that is the property of the school system does not have the right of privacy in that locker or its contents. All lockers or other storage areas provided for student use on school premises remain the property of the school system and are provided for the use of students subject to inspection, access for maintenance and search. *Notice shall be posted in each school that lockers and other storage areas are school property and are subject to search.*~~

~~A student may be subject to physical search or a student's pocket, purse or other container may be required to be emptied because of the results of a locker search, or because of information received from a teacher, staff member or other student if such action is reasonable to the principal. All of the following standards of reasonableness shall be met:~~

- ~~— 1. A particular student has violated policy;~~
- ~~— 2. The search could be expected to yield evidence of the violation of school policy or disclosure of a dangerous weapon or drug;~~
- ~~— 3. The search is in pursuit of legitimate interests of the school in maintaining order, discipline, safety, supervision and education of students;~~
- ~~— 4. The primary purpose of the search is not to collect evidence for a criminal prosecution; and~~
- ~~— 5. The search shall be reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student, as well as the nature of the infraction alleged to have been committed.~~

USE OF ANIMALS

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

USE OF METAL DETECTORS

1 ~~In view of the escalating presence of weapons in the schools, the Board of Education authorizes the use~~
2 ~~of hand held or walk through metal detectors to check a student's person or personal effects as~~
3 ~~follows:~~

4 ~~School officials or law enforcement officers may conduct metal detector checks of groups of~~
5 ~~individuals if the checks are done in a minimally intrusive, nondiscriminatory manner (e.g., on all~~
6 ~~students in a randomly selected class; or every third individual entering an athletic event). Metal~~
7 ~~detector checks of groups of individuals may not be used to single out a individual or category of~~
8 ~~individuals.~~

9 ~~If a school official or a law enforcement officer has reasonable suspicion to believe that a student is in~~
10 ~~possession of an illegal or unauthorized metal containing object or weapon, s/he may conduct a metal~~
11 ~~detector check of the student's person and personal effects.~~

12 ~~A student's failure to permit a metal detector check as provided in this policy will be considered~~
13 ~~grounds for disciplinary action including possible suspension.~~

14 ~~The director of schools shall develop procedures for use of metal detectors.~~

15
16 **Metal detectors may be used in searches, including hand-held models that are passed over or around a**
17 **student's body, and students, containers, and packages may be required to pass through a stationary**
18 **detector.**

19
20 **The principal shall ensure that all metal detectors are maintained and calibrated in accordance with the**
21 **manufacturer's directions and are stored appropriately.**

22
23 **Metal detectors shall be used at times as determined by the principal. Building administrators will be**
24 **present anytime the equipment is in use and will ensure that the equipment is being used appropriately.**

25
26 **Before scanning an individual, he/she will be asked to remove all metal objects. If a metal detector**
27 **activates on an item, the individual will be asked again to remove the item for inspection. If the**
28 **individual refuses to remove the item and police are not present, the police and the school resource**
29 **officer will be called, and the individual will be escorted from the building.**

30 **SEARCHES BY POLICE**

31 ~~If public health or safety is involved, upon request of the principal who shall be present, police officers~~
32 ~~may make a general search of students' lockers and desks, or students' or nonstudents' automobiles for~~
33 ~~drugs, weapons or items of an illegal or prohibited nature.~~

34 ~~If the principal has received reliable information which he/she believes to be true that evidence of a~~
35 ~~crime or of stolen goods, not involving school property of members of the school staff or student body,~~
36 ~~is located on school property and that any search for such evidence or goods would be unrelated to~~

1 ~~school discipline or to the health and safety of a student or the student body, he/she shall request police~~
2 ~~assistance; and procedures to obtain and execute a search warrant shall thereafter be followed.~~

3 ~~Anything found in the course of the search conducted in accordance with this policy which is evidence~~
4 ~~of a violation of the law or a violation of student conduct standards may be:~~

5 ~~1. Seized and admitted as evidence in any hearing, trial, suspension or dismissal proceeding. It~~
6 ~~should be tagged for identification at the time it is seized and kept in a secure place by the~~
7 ~~principal or the principal's designee until it is presented at the hearing. At the discretion of the~~
8 ~~principal, the items seized may be returned to the parent or guardian of a student or, if it has no~~
9 ~~significant value, the item may be destroyed, but only with the express written permission of~~
10 ~~the director of schools.~~

11 ~~2. Any seized item may be turned over to any law enforcement officer. Any dangerous weapon or~~
12 ~~drug as defined in TCA 49-6-4202 shall be turned over to an appropriate law enforcement~~
13 ~~official after completion of an administrative proceeding at which its presence is reasonably~~
14 ~~required.~~

15 ~~Whenever the possibility of uncovering evidence of a criminal nature exists, the principal or his/her~~
16 ~~designee may request the assistance of a law enforcement officer to:~~

17 ~~1. Search any area of the school premises, any student or any motor vehicle on the school~~
18 ~~premises; or~~

19 ~~2. Identify or dispose of anything found in the course of a search conducted in accordance with~~
20 ~~this policy.~~

21 ~~The involvement of law enforcement officials is encouraged when there is reasonable cause to suspect~~
22 ~~that criminal evidence is about to be uncovered.~~

Legal References:

1. TCA 49-6-4203(b)

Cross References:

- Procedural Due Process 6.302
Child Abuse and Neglect 6.409

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Physical Examinations and Immunizations	Descriptor Code: 6.402	Issued Date: 01/30/20
		Rescinds: 6.402	Issued: 07/28/10

1 PHYSICAL EXAMINATIONS¹

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.² This applies to kindergarten, first grade and other students for
4 whom there is no health record. However, the enrollment of any student deemed to be homeless
5 may not be denied or delayed because of the student's lack of a medical examination or
6 immunization records.
- 7 2. Participation as a member of any athletic team or in any other strenuous physical activity program.³
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.

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.~~
15 Screening tests as required by the Tennessee Department of Education and the Department of Health
16 will be conducted. Parent(s)/guardian(s) will receive written notice of any screening result that indicates
17 a condition that might interfere with the student's progress. The school district will not conduct physical
18 examinations of a student without parental consent or by court order, unless the health or safety of the
19 student or others is in question.⁴

20 IMMUNIZATIONS

21 No students entering school, including those entering kindergarten or first grade, those from out-of-state
22 and those from nonpublic schools, will be permitted to enroll (or attend) without proof of immunization,
23 as determined by the Commissioner of Public Health unless circumstances outlined in state or federal
24 law prevent a student from producing such records.^{1,5} It is the responsibility of the parents or guardians
25 to have their children immunized and to provide such proof to the principal of the school which the
26 student is to attend.⁵

27 Exceptions, ~~in the absence of an epidemic or immediate threat thereof,~~ will be granted to any child whose
28 parent or guardian shall file with school authorities a signed, written statement that such measures
29 conflict with one of the following:

- 1 1. His/her religious tenets and practices if in the absence of an epidemic or immediate threat of an
2 epidemic⁶; or
3
4 2. Due to medical reasons if such child has a written statement from his/her doctor excusing him
5 from such immunization.⁷
6

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

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

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

Legal References

1. 20 USCA § 1232h(c)
2. TRR/MS 0520-1-03-.08(2)(a)
3. TRR/MS 0520-01-03-.08(2)(b)
4. Tennessee School Health Screening Guidelines,
https://www.tn.gov/content/dam/tn/education/csh/csh_school_health_screening_guidelines.pdf
5. TCA 49-6-5001(a),(c)
6. TCA 49-6-5001(b)(2)
7. TCA 49-6-5001(c)(2)

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Student Wellness	Descriptor Code: 6.411	Issued Date: 08/16/17
		Rescinds: 6.411	Issued: 06/09/16

1 The Board recognizes the value of proper nutrition, physical activity, and other health conscious
2 practices and the impact that such practices have on student academic achievement, health, and well-
3 being. In order to provide an environment conducive to overall student wellness, this policy shall be
4 followed by all schools in the District.¹

5 **COMMITMENT TO COORDINATED SCHOOL HEALTH**

6 All schools shall implement the CDC's Coordinated School Health approach to managing new and
7 existing wellness related programs and services in schools and the surrounding community based on
8 State law and State Board of Education CSH standards and guidelines. The district's Coordinated
9 School Health Coordinator shall be responsible for overseeing compliance with State Board of
10 Education CSH standards and guidelines in the school district.

11 **SCHOOL HEALTH ADVISORY COUNCIL^{2,3}**

12 A district school health advisory council shall be established to serve as a resource to school sites for
13 implementing policies and programs and develop an active working relationship with the county health
14 council. The council shall consist of individuals representing the school and community, including
15 parents, students, teachers, school administrators, health professionals, school food service
16 representatives, and members of the public. The primary responsibilities of the council include but are
17 not limited to:

- 18 1. Developing, implementing, monitoring, reviewing and as necessary, making recommendations
19 as to physical activity and nutrition policies;
- 20 2. Ensuring all schools within the district create and implement an action plan related to all
21 School Health Index modules;
- 22 3. Ensuring that the results of the action plan are annually reported to the council; and
- 23 4. Ensuring that school level results include measures of progress on each indicator of the School
24 Health Index.

25 The State Board of Education's Coordinated School Health and Physical Activity Policies shall be used
26 as guidance by the Council to make recommendations. The Board will consider recommendations of
27 the Council in making policy changes or revisions.

28 Additionally, each school will have a Healthy School Team consisting of teachers, students, parents
29 and administrators.² The Team will be required to hold Healthy School Team meetings four (4) times
30 during the school year to assess needs and oversee planning and implementation of school health
31 efforts. The director of schools/designee will ensure compliance with the school Wellness Policy, to

1 include an assessment of the implementation of the Wellness Policy and the progress made in attaining
2 the policy goals. The assessment will be made open to the public.

3 **EVALUATION OF EFFECTIVENESS OF WELLNESS PROGRAM**

4 The Board shall monitor the effectiveness of the wellness program within a wide-range of student
5 constituency groups. Factors to be considered shall include but are not limited to:

- 6 1. Participation rates in school meal programs;
- 7 2. Nutrition satisfactory surveys;
- 8 3. Frequency and type of health problems which include medical issues, mental/emotional and
9 behavioral health;
- 10 4. Teacher surveys of student's classroom behavior, attention span, and memory; and
- 11 5. Test scores.

12 **COMMITMENT TO NUTRITION**

13 All schools within the District shall participate in the USDA child nutrition programs, including the
14 National School Lunch Program, the School Breakfast Program, the Summer Food Service Program,
15 and the After School Snack Program.^{4,5,6} The coordinated school health coordinator shall be
16 responsible for overseeing the school district's compliance with the State Board of Education Rules
17 and Regulations for sale of food items in the school district and that this Wellness Policy is being
18 fulfilled by all schools in the district.^{5,6}

19 Meals shall be accessible to all students in a non-stigmatizing manner. Students will be given adequate
20 time to enjoy healthy meals and relax in a pleasant environment. Good nutritional habits shall be
21 encouraged. All food including vending machines, fundraising items, and concessions must meet
22 guidelines set forth by the Healthy, Hunger-free Kids Act, 2010, Smart Snacks in Schools.^{4,5,6} The
23 school principal/designee shall be responsible for overseeing the school district's compliance with the
24 State Board of Education Rules and Regulations for sale of food items in the school district.

25 **DISTRICT GOALS**

26 The District will promote healthy nutrition through various activities, including nutrition related
27 newsletters, informational links on the district website, healthy eating posters and bulletin boards in
28 dining areas, and informational booths at various community functions. Nutrition Education will be
29 offered as part of a standards based program designed to provide students with the knowledge and
30 skills needed to promote and protect their health as outlined in the State Board of Education
31 Health Education and Lifetime Wellness Standards. Nutrition Education will discourage teachers
32 from using high fat, sugar, and sodium foods as rewards and encourage students to start each day with
33 a healthy breakfast.

34 **COMMITMENT TO PHYSICAL ACTIVITY AND PHYSICAL EDUCATION**

35 The Board recognizes that physical activity is extremely important to the overall health of a child.
36 Schools shall support and promote physical activity.

1 Physical activity may be integrated into any areas of the school program. Physical Education classes
2 shall be offered with moderate to vigorous physical activity being an integral part of the class. Students
3 shall be encouraged by staff whenever possible to be physically active. All physical education classes
4 shall comply with the State Board of Education's Physical Education Standards. In addition to the
5 district's physical education program, non-structured physical activity periods shall be offered as
6 required by law.

7 Schools shall continue to offer after school sports and activities. Physical activity shall not be
8 employed as a form of discipline or punishment.

9 **COMMITMENT TO CURRICULUM**

10 All applicable courses of study should be based on State-approved curriculum standards.

11 **SCHOOL HEALTH INDEX³**

12 All schools within the district shall annually administer a baseline assessment on each of the ~~three~~
13 recommended School Health Index modules. Results shall be submitted to the School Health Advisory
14 Council and reported to the State Department of Education.

15 **RECORD KEEPING COMPLIANCE**

16 The District's Coordinated School Health Coordinator shall ensure records demonstrating compliance
17 with community involvement requirements are maintained. The Coordinated School Health
18 Coordinator shall additionally document that the school wellness policy and triennial assessments are
19 made available to the public.

Legal References

1. TCA 49-1-1002
2. State Board of Education Policy 4.204
3. State Board of Education Policy 4.206
4. 42 U.S.C. 1758b (Section 204 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296))
5. TRR/MS 0520-1-6, Child Nutrition Programs
6. 7 C.F.R. 210 and 220
7. Public Acts of 2016, Chapter No. 669

Cross References

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Homeless Students	Descriptor Code: 6.503	Issued Date:
		Rescinds:	Issued:

1 A homeless student shall have equal access to the same free and appropriate public education as
2 provided to other children and youths.¹

3 Homeless students are individuals who lack a fixed, regular, and adequate nighttime residence.²
4 Homeless students include:²

- 5 1. Students sharing the housing of other persons due to loss of housing, economic hardship, or
6 similar reason; students living in motels, hotels, trailer parks, or camping grounds due to the
7 lack of alternative adequate accommodations; students living in emergency or transitional
8 shelters; or students abandoned in hospitals;
9
- 10 2. Students who have a primary nighttime residence that is a public or private place not designed
11 for or ordinarily used as a regular sleeping accommodations for human beings;
12
- 13 3. Students living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or
14 trains stations, or similar settings; and
15
- 16 4. Migratory students who are living in circumstances described above.

17 ENROLLMENT

18 Homeless students shall be immediately enrolled, even if the student is unable to produce records
19 normally required for enrollment (i.e. academic records, immunization records, health records, proof of
20 residency) or missed the district's application or enrollment deadlines.³ Parents/guardians are required
21 to submit contact information to the district's homeless coordinator.³

22 PLACEMENT

23 For the purposes of this policy, school of origin shall mean the school that the student attended when
24 permanently housed or the school in which the student was last enrolled, including a preschool/pre-k
25 program.⁴ School of origin shall also include the designated receiving school at the next grade level
26 when the student completes the final grade level served by the school of origin.⁴

27 Placement shall be determined based on the student's best interest.⁵ At all times, a strong presumption
28 that keeping the student in the school of origin is in the student's best interest shall be maintained,
29 unless doing so would be contrary to a request made by the student's parent/guardian or the student in
30 the case of an unaccompanied youth.⁶ When determining placement, student-centered factors,
31 including, but not limited to, impact of mobility on achievement, education, health, and safety, shall be

1 considered.⁶ The choice regarding placement shall be made regardless of whether the student lives with
2 their homeless parents/guardians or has been temporarily placed elsewhere.⁷

3 If it is not in the student's best interest to attend the school of origin or the school requested by the
4 parent/guardian or unaccompanied youth, the Director of Schools/designee shall provide a written
5 explanation of the reasons for the determination, in a manner and form that is understandable to the
6 parent/guardian or unaccompanied youth.⁶ The written explanation shall include a statement regarding
7 the right to appeal the placement decision.⁶ If the placement decision is appealed, the district shall
8 refer the parent/guardian or unaccompanied student to the homeless coordinator who shall carry out the
9 dispute resolution process as expeditiously as possible and in accordance with the law.⁸ Upon notice of
10 an appeal, the Director of Schools shall immediately enroll the student in the school in which
11 enrollment was sought pending a final resolution of the dispute, including all available appeals.⁸

12 **RECORDS**

13 Records ordinarily kept by the school shall be maintained for all homeless students. Information
14 regarding a homeless student's living situation shall be treated as a student education record and shall
15 not be considered directory information.⁹

16 **SERVICES¹⁰**

17 The Director of Schools shall ensure that each homeless student is provided services comparable to
18 those offered to other students within the district, including transportation, special education services,
19 programs in career and technical education (CTE), programs for gifted and talented students, and
20 school nutrition.

21 The Director of Schools shall designate a district homeless coordinator who shall ensure this policy is
22 implemented throughout the district. The homeless coordinator shall ensure:

- 23 1. Homeless students are quickly identified and have access to education and support services, to
24 include Head Start and district pre-k programs;
- 25
26 2. Coordination with local social service agencies and other entities providing services to
27 homeless students;
- 28
29 3. Coordinate transportation, transfer of records, and other interdistrict activities with other school
30 districts;
- 31
32 4. Coordinate transportation to the school of origin or choice for homeless students;
- 33
34 5. Refer homeless students and their families to health care services, dental services, mental
35 health and substance abuse services, and housing services;
- 36
37 6. Assist homeless students in obtaining immunizations, medical or immunization records, and
38 any additional assistance that may be needed;

1 7. Public notice of the educational rights of homeless students is disseminated in places
 2 frequented by parents/guardians of homeless students, including schools, shelters, public
 3 libraries, and soup kitchens; and

4
 5 8. Unaccompanied youth are enrolled and informed of their status as independent students.

6 The Director of Schools shall develop procedures to ensure that homeless students are recognized
 7 administratively, and that the appropriate and available services are provided for these students. The
 8 Director of Schools shall ensure professional development is provided to school personnel providing
 9 services to homeless students.

Legal References

1. 42 USCA §§ 11431 to 11435; McKinney-Vento Education Assistance Improvements Act of 2001, § 721; State Board of Education 2.103
2. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95), § 725
3. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95, § 722(g)(3)(C)(i), § 722(g)(3)(H)
4. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95, § 722(g)(3)(G)
5. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95, § 722(g)(3)(A)
6. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95, § 722(g)(3)(B)
7. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95, § 722(g)(3)(F)
8. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95, § 722(g)(3)(E)
9. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95, § 722(g)(3)(D)
10. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95, § 722(g)(4) - (6)

Cross References

Student Transportation Management 3.400
 Parent and Family Engagement 4.502
 Promotion and Retention 4.603
 Attendance 6.200
 School Admissions 6.203
 Student Assignments 6.205
 Transfers Within the System 6.206
 Migrant Students 6.504

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Alternative Credit Options	Descriptor Code: 4.209	Issued Date:
		Rescinds:	Issued:

1 ONLINE COURSES

2 High school students may earn credit to be applied toward graduation requirements by completing online
3 courses offered through agencies or institutions approved by the Board. Credit from these online courses
4 may be earned only in the following circumstances:

- 5 1. The course is not offered at the high school, or although the course is offered at the high school,
6 the student has an unavoidable scheduling conflict;
- 7 2. The course will serve as a supplement to homebound instruction;
- 8 3. The student has been expelled from a regular school setting, but educational services are to be
9 continued; or
- 10 4. The principal, with agreement from the student's teachers and parent(s)/guardian(s), determines
11 the student requires a differentiated or accelerated learning environment.

12 The express approval of the principal/designee shall be obtained before a student enrolls in an online
13 course. The school shall receive an official record of the final grade before credit toward graduation will
14 be recognized.

15 Through a supervision plan, the school shall be responsible for providing appropriate supervision and
16 monitoring of students taking online courses.

17 COURSE ACCESS PROGRAM

18 Students in grades seven through twelve (7-12) may participate in the statewide course access
19 program. To become eligible to participate, students shall:

- 20 1. Meet all prerequisite requirements for the course access course; and
21
- 22 2. Be unable to enroll in a comparable course at the student's school because:
 - 23 a. A comparable course is not offered; or
 - 24 b. A legitimate situation exists that prevents the student from enrolling in a comparable
25 course.¹

26 The Director of Schools shall develop administrative procedures to ensure that students and
27 parent(s)/guardian(s) are given written notice of their right to appeal any denial of a course access
28 course enrollment in a timely manner.² All appeals shall be submitted in writing to the Board within
29 fifteen (15) calendar days of a denial.

- 1 After a timely appeal is made, the Board will provide written notification to the student and
- 2 parent(s)/guardian(s) of the time, place, and date of the hearing. The hearing shall be held no later than
- 3 ten (10) days after the appeal is submitted. At the hearing, the Board shall determine whether there was
- 4 an error in denying the student the ability to participate in the course access program.³

Legal References

1. TRR/MS 0520-01-14-.03(1)
2. TRR/M 0520-01-14-.03(7)
3. TRR/MS 0520-01-14-.03(6)

Cross References

Homebound Instruction 4.206
Grading System 4.600
Graduation Requirements 4.605

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Substitutions for PE Credit	Descriptor Code: 4.6051	Issued Date: draft
		Rescinds:	Issued:

1 Students may meet their required one-half (½) credit of Physical Education by substituting documented
2 equivalent time of physical activity in the following activities:

- 3 1. Marching band;
- 4
- 5 2. JROTC;
- 6
- 7 3. Cheerleading;
- 8
- 9 4. Interscholastic athletics;
- 10
- 11 5. School sponsored intramural athletics;
- 12
- 13 6. Private or commercially sponsored physical activity programs conducted off-campus; or
- 14
- 15 7. Other areas approved by the board of education.

16 Documentation will be required that records the equivalent time of the substituting activity to a ½
17 credit of physical education.

18 The Director of Schools/designee shall be responsible for creating any necessary administrative
19 procedures to facilitate such substitutions.

Cross References

Graduation Requirements 4.605

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Leave for Religious Observance	Descriptor Code: 5.3031	Issued Date: draft
		Rescinds:	Issued:

1 *General*

2 To the extent that modifications in work schedules do not interfere with the efficient operation of the
3 school system, an employee whose personal religious beliefs require that he or she abstain from work
4 at certain times of the workday or workweek must be permitted to work alternative work hours so that
5 the employee can meet the religious obligation. Any hours worked in lieu of the normal work schedule
6 do not create any entitlement to overtime pay.

7 **PROCESS FOR REQUESTING A SCHEDULE ACCOMODATION**

8 An employee whose religious beliefs and/or practices conflict with their work schedule shall submit a
9 written request for an accommodation. The immediate supervisor will evaluate the request considering
10 whether a work conflict exists due to a sincerely held religious belief or practice and whether an
11 accommodation is available that is reasonable and that would not create an undue hardship. Employee
12 may be allowed to take unpaid leave or accrued vacation or personal leave.

13 The supervisor and employee will meet to discuss the request and decision on an accommodation. If
14 the employee accepts the proposed religious accommodation, the immediate supervisor will implement
15 the decision. If the employee rejects the proposed accommodation, he or she may appeal this decision
16 to the Assistant Superintendent of Human Resources and Support Services. Any denial of such
17 accommodation must be given to the employee in writing.

Legal References

1. Title VII, 42 U.S.C. Sec. 200e-1(a)

Cross References



Rutherford County Schools (Lavergne Lake Elementary) ("Owner" or "You")
201 Davids Way. Lavergne, TN 37086

RE: TDS Right of Entry for Equipment Installation

Dear Owner:

TDS is excited to offer cutting-edge technology for the delivery of internet, voice, and video services (the "Services") to your property located at 201 Davids Way, Lavergne, TN 37086 (collectively, the "Property"). TDS Telecommunications LLC, on behalf of itself and its affiliates (collectively, "TDS"), needs your permission to access the Property for purposes of installing, maintaining, and upgrading certain telecommunications and/or cable equipment, fiber, wiring and conduit on the Property that are necessary to provide the Services (collectively, the "System"). If you agree to the terms and conditions outlined below, please sign and return this letter (the "Agreement") to indicate your consent. TDS will then work with the representative you identify below to create a mutually acceptable work plan and schedule. By signing and returning this Agreement to TDS, you represent and warrant that you are the legal owner of the Property (or the legal owner's authorized representative) and that you have full authority to grant the requested rights to TDS.

Property Contact Name: Rick Foster

Phone: 6158935812
ext 22160

Email: fosterri@rcschools.net

TDS' Representations & Responsibilities

In exchange for the access rights granted herein, TDS agrees as follows:

1. TDS will work with Owner and/or its representative to identify an acceptable location for all System components.
2. TDS will provide advance notice to Owner before performing any construction work on the Property.
3. Any installation and construction work authorized by this Agreement will be performed in a safe, responsible and workmanlike manner using generally accepted construction standards and in accordance with all applicable laws. TDS will contact the appropriate underground utility location service (e.g., Digger's Hotline, 811) before digging or drilling anywhere on the Property.
4. TDS will, at its sole cost and expense, repair any damage to the Property that TDS or its agents cause during the installation of the System, except that TDS will not be liable or responsible for any damage, loss, or expense relating to private facilities buried on the Property that are not identified by Owner in accordance with Section 8 below.
5. TDS will maintain the following insurance at its own cost and expense: (a) workers' compensation insurance as required by law; and (b) comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence. Upon request, TDS will provide Owner with a certificate of insurance evidencing such coverage.
6. TDS will indemnify and hold Owner harmless from and against any third-party claims, damages and expenses, including reasonable attorneys' fees, for personal injury or damage to tangible property to the extent caused directly by negligence or intentional misconduct of TDS or its employees or agents (collectively, "Covered Claims"). To be entitled to indemnification under this section, Owner must: (a) provide written notice to TDS within 10 business days after becoming aware of a Covered Claim; (b) refrain from admitting any liability with respect to a Covered Claim or settling, compromising, paying or discharging a Covered Claim without TDS' written consent; (c) cooperate with TDS in its defense of the Covered Claim and provide all relevant information and documents in a timely manner; and (d) accept any settlement recommended by TDS if TDS is paying the settlement amount.

Owner Representations & Responsibilities

In exchange for TDS placing the System at no cost to Owner, Owner agrees as follows:

7. TDS and its agents may access the Property to the extent necessary to install and maintain the System and provide Services to the Property. This includes reasonable rights of ingress and egress, to, over, on, under and through the Property and the buildings located thereon, including but not limited to the non-exclusive use of and access to the

buildings' ground level and any subterranean levels, riser closets, telecommunications panels, chases, existing conduits, pathways and above-ceiling common areas. TDS also has the right to use the Property's electrical service and the right to provide adequate grounding to the extent required.

8. If TDS is installing any underground facilities on the Property, Owner will work with TDS to identify the location of any private underground facilities or utility lines, which are not covered by the local utility protection laws (e.g., sprinklers, drains, cables, pipes, electrical wires, etc.).

9. Owner will not engage in or permit others to engage in any activity on the Property that adversely affects the operation of the System or TDS's provision of Services.

10. Owner will not attach to, use, access, or knowingly allow anyone else to attach to, use, or access the System components installed by TDS without TDS' prior written consent.

General Terms & Conditions

11. The initial term of this Agreement will start on Owner's signature date and continue for a period of 5 years. Thereafter, this Agreement will automatically renew for successive one-year renewal terms. If TDS is no longer providing Services to any occupant of the Property, Owner may terminate this Agreement at the end of the then-current renewal term by providing at least 60 days' advance written notice to TDS.

12. Upon termination of this Agreement, TDS may remove all or part of the System in its sole discretion. TDS' right to access the Property for purposes of removing the System will survive termination of this Agreement for a period of 90 days.

13. Any part of the System not removed within 90 days after expiration or termination of this Agreement will become Owner's property. Except in this limited circumstance, TDS will remain the exclusive owner of the System and no portion of it will be deemed a fixture of the Property. Owner hereby waives, as against TDS and any lender of TDS, any landlord's lien, levy, claim, security interests or other interests Owner may now or hereafter have in or relating to any component of the System, including any of the foregoing which might otherwise arise or exist in Owner's favor pursuant to agreement, common law, statute (including the Federal Bankruptcy Code) or otherwise.

14. This Agreement contains the parties' entire understanding relating to the subject matter hereof and may not be modified without both parties' prior written consent. Each party may assign its obligations under this Agreement by providing written notice of such assignment to the other party. All obligations outlined in this Agreement will be binding upon a party's successors and assignees. This Agreement does not create a joint venture relationship or partnership; likewise, it does not give either party the right to bind the other party in contract or otherwise. Neither party will be liable if it fails to perform its obligations under this Agreement because of an event beyond its reasonable control.

By causing its authorized representative to sign below, each party indicates its acceptance of this Agreement.

OWNER

TDS

Signature – Authorized Representative
Rick Foster

Signature – Authorized Representative

Print Name

Print Name

Title

Title

Date (the "Effective Date")

Date