

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

**September 3, 2020  
5:00 P.M.**

**AGENDA**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOMENT OF SILENCE**
- 4. ELECTION OF 2020-2021 BOARD OFFICERS**

**A. Chairman**

**B. Vice Chairman**

- 5. APPROVAL OF AGENDA**

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

- 6. APPROVAL OF CONSENT AGENDA (TAB 1)**

**A. Minutes: August 11, 2020 Board Meeting**

**B. Community Use of Facilities**

**C. Out of County Transfer Student (1)**

**D. Transportation: Bus #88 Requesting voluntary termination of contract-Renee Patrick**

**E. Routine Bids**

**Request to Purchase:**

**LaVergne Middle School would like to purchase a Husqvarna MZ61 24-HP V-Twin Hydrostatic 61 in. Zero-Turn Lawn Mower from Omnia Partners Contract R192006 from Lowe's Home Centers, Inc. at a cost of \$5,399.95.**

**To be funded through LaVergne Middle School.**

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

<b>Name</b>	<b>Amount</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Richie L. Conner *6	NTE \$10,000.00	Blackman High School	School Funds-Variou s	Bus Driver
Courtney Gregory	NTE \$3,000.00	Blackman High School	Blackman Cheer Boosters	Competition Cheer Coach
Gregory Trent Jones *6	NTE \$5,000.00	Blackman High School	School Funds-Variou s	Bus Driver
Barry Marton *6	NTE \$4,000.00	Blackman High School	School Funds-Variou s	Bus Driver
Antonio Sheffield *6	NTE \$5,000.00	Blackman High School	School Funds-Variou s	Bus Driver
Heather Wortman	NTE \$3,000.00	Blackman High School	Blackman Cheer Boosters	Competition Cheer Coach
Miranda Allen *3	NTE \$280.00	Blackman Middle School	School Funds-Football	Football game filming
Josh Pope *3	NTE \$120.00	Blackman Middle School	School Funds-Football	Football Announcer
Dustin Stem *3	NTE \$120.00	Blackman Middle School	School Funds-Football	Football Clock Operator
Richard Bolden *6	NTE \$2,400.00	Eagleville School	School Funds-Variou s	Bus Driver
Jeramey Daniel Anderson	NTE \$3,750.00	Oakland High School	Oakland Endzone Club	Assistant Football Coach
Vladimir Borombozin	NTE \$1,000.00	Oakland High School	Oakland Endzone Club	Assistant Football Coach
Marcus Bryson	NTE \$3,000.00	Oakland High School	Oakland Endzone Club	Assistant Football Coach
Joshua P. Conner	NTE \$500.00	Oakland High School	Oakland Endzone Club	Assistant Football Coach
Kevin Creasy	NTE \$8,000.00	Oakland High School	Oakland Endzone Club	Head Football Coach
Larry Jason Dobbs	NTE \$3,500.00	Oakland High School	Oakland Endzone Club	Assistant Football Coach/Field Maintenance

Stephen Wayne Jackson	NTE \$5,500.00	Oakland High School	Oakland Endzone Club	Assistant Football Coach
Riley Harrison Malone	NTE \$2,500.00	Oakland High School	Oakland Endzone Club	Assistant Freshman Football Coach
Michael Matthew Parker	NTE \$500.00	Oakland High School	Oakland Endzone Club	Assistant Freshman Football Coach/Website
David Watson	NTE \$3,750.00	Oakland High School	Oakland Endzone Club	Assistant Football Coach
Tommy Entrekin *6	NTE \$5,000.00	Siegel High School	School Funds-Various Sports + Clubs	Bus Driver
Dallas Hill	NTE \$2,500.00	Siegel High School	School Funds-Admin	Bus Duty
Dallas Hill	NTE \$750.00	Siegel High School	School Funds-Football	Scoreboard Operator
Tristyn Renee Lozano	NTE \$1,831.00	Central Magnet School	School Funds-Volleyball	Assistant Volleyball Coach
Jacob Breed	NTE \$7,500.00	Oakland High School	School Funds-Band	Color Guard Instructor
Russel Clark III	NTE \$500.00	Oakland High School	Oakland Endzone Club	Assistant Freshman Football Coach
Daniel Percell	NTE \$7,500.00	Oakland High School	School Funds-Band	Color Guard Instructor
Carson Perry	NTE \$3,000.00	Oakland High School	Oakland Swim Boosters	Swimming Coach
Shantel Perry	NTE \$7,000.00	Oakland High School	Oakland Swim Boosters	Swimming Coach
Jessica McElderry	NTE \$3,500.00	Siegel High School	School Funds-Volleyball	Assistant Volleyball Coach
Jayla Walker	NTE \$2,000.00	Stewarts Creek High School	School Funds-Dance	Coaching/Choreography
Jeff Shipley	NTE \$500.00	Stewarts Creek High School	School Funds-Football + Basketball	Football + Basketball Announcer

Kayre Driver *2	Hourly	Eagleville	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Sheila Haley *2	Hourly	Eagleville	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
John Marlin *2	Hourly	Eagleville	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Dennis Pugh *2	Hourly	Eagleville	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Jimmie Shannon *2	Hourly	Eagleville	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Joh Smith *2	Hourly	Eagleville	Clubs, Athletics + Outside Groups	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.

#### **G. Non-Faculty Volunteer Coaches:**

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

**The following non-faculty volunteer coaches are for the 2020-2021 school year:**

<u><b>Name</b></u>	<u><b>School</b></u>	<u><b>Sport</b></u>
<b>Tim Pogue</b>	<b>Central Magnet</b>	<b>Soccer/Boys</b>
<b>Brian Derryberry</b>	<b>Thurman Francis</b>	<b>Tennis</b>
<b>Shayna Housley</b>	<b>Oakland High School</b>	<b>Track</b>
<b>Eric Pangborn</b>	<b>Oakland Middle School</b>	<b>Tennis</b>
<b>Alexandria Johnson</b>	<b>Oakland High School</b>	<b>Basketball/Girls</b>
<b>Joseph Moore</b>	<b>Riverdale High School</b>	<b>Basketball/Girls</b>
<b>Brett Hoehn</b>	<b>Riverdale High School</b>	<b>Swimming</b>
<b>Bobby Leathers</b>	<b>Eagleville</b>	<b>Basketball/Girls</b>
<b>Travarus Holloway</b>	<b>Oakland High School</b>	<b>Football</b>
<b>Chris Worley</b>	<b>Riverdale High School</b>	<b>Softball</b>
<b>Kelsey Dennis</b>	<b>Central Magnet</b>	<b>Volleyball</b>
<b>Matthew Leifheit</b>	<b>Siegel High School</b>	<b>Football</b>
<b>Sam Trubee</b>	<b>Smyrna Middle School</b>	<b>Football</b>
<b>Jacob Breed</b>	<b>Oakland High School</b>	<b>Band</b>
<b>Daniel Percell</b>	<b>Oakland High School</b>	<b>Band</b>

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

**7. VISITORS**

**8. RECOGNITION**

- **Palmer Wholesale, a local company, and a provider of product to the school system for decades, has generously donated 500 cases of disposable trays to the school system. The value of these trays is \$17,855. Rutherford County Schools would like to thank Palmer Wholesale for their generous donation.**
- **Rutherford County Schools would like to recognize Jeff Jordan, member of the Rutherford County Board of Education from September 2014 - August 2020 and Terry Hodge, member of the Rutherford County Board of Education from September 2004 – August 2020. For your unselfish devotion and service to the students, teachers and citizens of Rutherford County, we thank you.**

**9. EMPLOYEE RETENTION RATE – DR. ANDREA ANTHONY, HUMAN RESOURCES**

**\*FOR INFORMATION ONLY**

**10. CONTACT TRACING PROTOCOL – SARAH WINTERS, HEALTH SERVICES**

**\*FOR INFORMATION ONLY**

**11. TITLE IX MCKINNEY-VENTO GRANT (TAB 2)**

**Rutherford County Schools is seeking approval from the Board of Education for the McKinney Vento Grant in the amount of \$219,106.95 for the 2020-2021 school year as presented in the budget overview.**

**Recommended Approval---motion to approve the McKinney-Vento Grant in the amount of \$219,106.95 for the 2020-2021 school year.**

**12. 2020-2021 SAFE SCHOOLS GRANT BUDGET**

**The 2020-21 Safe Schools Budget is being completed with a breakdown as follows:**

<b>ITEM</b>	<b>COST</b>
Salaries – School Safety Administrator & Lead District Psychologist (all in)	\$126, 245.68
Postage	\$ 25.00
Travel related to Safety and Threat Assessments	\$ 300.00
GIS 3-D Image Mapping Continuation	\$ 50,000.00
AED for PD Center/Smyrna	\$ 2,700.00
Office Supplies	\$ 300.00

Training & Staff Development	\$ 5,000.00
Aviglon Cameras & DVR's – Remaining Schools	\$ 348,624.00
Motorola Apex Radios for CRT's, Repeaters & Vertex basic school radios	\$ 229,058.87
USA Software Threat Assessment Package	\$ 30,490.00
Entrance Control Vestibule – Smyrna Primary	\$ 88,300.00
Central Office Security Doors – Lobby to Halls	\$ 26,125.65
TOTAL 2020 – 2021 Safe Schools Grant	\$ 907,169.20

**Recommended Approval---motion to** approve 2020-2021 Safe Schools Budget which includes current grant of \$902,900 plus carryover from budget year 2019-2020 of \$4269.20 for a total of \$907,169.20.

### **13. MEMORANDUM OF AGREEMENT WITH STARS NASHVILLE (TAB 3)**

**Recommended Approval---motion to** approve the MOU between STARS of Nashville and the Rutherford County Board of Education. STARS agree to provide student assistance services addressing behavioral health issues and other social and emotional barriers to success at the following sites: LaVergne High School, Oakland High School, Oakland Middle School and Riverdale High School.

### **14. CURRICULUM AND INSTRUCTION (TAB 4)**

#### **Mobile Hotspots for RCS Families**

**The Tennessee State Department of Education has recently offered a connectivity grant for qualifying LEAs to extend internet connectivity to Tennessee students. The department will award LEAs the equivalent of \$150 per household. This grant application is due October 1, 2020 and will cover purchase orders between March 1-October 1, 2020. All of these funds used through the grant must be liquidated by December 31, 2020. RCS has received a quote from Verizon to support distance learning programs in K-12 public schools for 300 mobile hotspots and 6 months of service plans for a total of \$80,979.00. These mobile hotspots are \$149.99 and would be paid through the connectivity grant. The 6-month service plans for these 300 mobile hotspots would be paid by RCS not exceeding a total amount of \$35,982.00.**

**Recommended Approval---motion to** approve \$44,997.00 for 300 mobile hotspots to be paid through the approved Connectivity Grant and \$35,982.00 to be paid by RCS for 6 months of service plans for these 300 mobile hotspots.

## **Title II Funds for Supplementary Elementary ELA Specialist**

**Rutherford County Schools currently funds one Elementary ELA Specialist position that works with all elementary schools. We currently fund one additional Elementary ELA Specialist through Title II funds and these two positions share 25 elementary schools. For the 2020-2021 school year, Rutherford County Schools would like to use Title II funds to add one additional Elementary ELA Specialist. This position would provide training and support with Kiddom and our new ELA adoption Expeditionary Learning for all of our elementary schools**

**Recommended Approval---motion to approve Title II funds to pay for one additional Elementary ELA Specialist position for the 2020-2021 school year pending approval of the fiscal year 2021 revision from the Tennessee State Department of Education.**

### **15. ESL EXTENDED CONTRACT (TAB 5)**

**The ESL Department will be conducting an after-school extended day program for Smyrna High School, funded completely by Title III funds (In the event of school closure, the class will be conducted through distance learning). Title III funds will provide 2 teacher extended contracts and 1 bilingual educational assistant extended contract. The schedule for the extended school day will run for both semesters: Monday through Wednesday from 3:45 – 6:15. Each extended contract is for approximately \$2,400.**

**Recommended Approval---motion to approve the Rutherford County Schools Title III funded extended contract for 2 teachers and a bilingual educational assistant for the extended day program.**

### **16. LEGAL (TAB 6)**

#### **1. FACILITY USE FEE SCHEDULE ADDITION**

**The current fee schedule for facility use does not list baseball and softball fields with a specific rental fee. Rather, it has been billed as “outdoor space” at \$100 per hour. After discussion with the Assistant Superintendent of Engineering and Construction, \$18/hour with a maximum of \$290 per day would be a reasonable amount. This is an identical fee to the rental of a gymnasium to youth athletic leagues.**

**Recommended Approval---motion to approve a fee of \$18/hour with a maximum of \$290 per day for baseball/softball fields to be added to the facility use fee schedule.**

#### **2. POLICY ADOPTION**

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

- a. **Policy 1.400: School Board Meetings**  
Amended to prohibit board members and staff participating in board meetings from utilizing cell phones while the meeting is in progress to avoid conflicts with Sunshine laws.
- b. **Policy 4.700: Testing Programs**  
Amended to update test names and clarify which final grades are being referenced.
- c. **Policy 6.203: School Admissions**  
Amended to require all families to complete the Student Residency Questionnaire prior to being provided with an affidavit of residency or being denied enrollment to ensure compliance with Board Policy 6.502. This change is recommended by the Department of Education.
- d. **Policy 6.304: Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation**  
Rewritten to clarify process and definitions in light of Title IX rule changes.
- e. **Policy 6.319: Alternative Education**  
Amended to reflect changes made in the law under Public Acts of 2020, Chapter 603 and State Board of Education Rule.
- f. **Policy 6.503: Homeless Students**  
Amended to require all families to complete the Student Residency Questionnaire prior to being provided with an affidavit of residency or being denied enrollment to ensure compliance with Board Policy 6.502. This change is recommended by the Department of Education.
- g. **Policy 3.204: Threat Assessment Team**  
This policy enshrines the requirements of Public Chapter 394. This allows the creation of a district-level threat assessment team charged with overseeing threats and establishing procedures for the management of threats across the district.
- h. **Policy 4.205: Enrollment in College Level Courses**  
This policy acknowledges broadly the acceptance of a college-level course as possible grounds for high school credit. This is a TSBA model policy.

**Recommended Approval---motion to approve the above policy changes as recommended by the Policy Committee on second and final reading.**



## **17. FINANCIAL MATTERS (TAB 7)**

### **1. Approve School Activity Fund Auditor Contract**

**Recently the Purchasing Department solicited proposals for a contracted school activity fund audit. The Budget & Finance Office reviewed the submitted proposals and we are recommending to the Board to continue to engage the current contracted audit firm, Matlock Clements CPA's, for the annual financial and compliance audit of the school activity funds for Fiscal Year 2020-21 for an annual fee of \$62,908. This contract has an option to renew for another four additional fiscal years at the Board's discretion.**

**Recommended Approval---motion to approve the presented contract to retain Matlock Clements CPA's as the School Activity Fund contract auditors for Fiscal Year 2020-21.**

### **2. Budget Amendment for Additional Expenditures for the Federally mandated Comprehensive Coordinated Early Intervention Services (CCEIS) Program**

**This amendment budgets for additional funding as approved in the CCEIS program's plan with the State Department of Education to continue to address disproportionality in discipline issues identified in a prior year. Funding for these current expenditures are from 100% federal IDEA grant funds that are being transferred from the School Federal Projects Fund.**

**Recommended Approval---motion to approve the budget amendment for additional CCEIS program funding as approved by the State Department of Education as presented.**

### **3. Fund 177 Amendment to Move Funds Between Planned Capital Projects**

**A request to amend the Fiscal Year 2020-21 capital Project Fund planned projects to reallocate \$430,000 in funding from a back-up server project in order to renovate school restrooms at Smyrna Middle, Oakland High, Riverdale High, Smyrna High and LaVergne High Schools. Additionally, a request to reallocate \$75,000 in funds from the Life Safety-Security, rekey to Primus door replacement category to the Life Safety-Security Camera Program/DVR project category.**

**Recommended Approval---motion to approve the amendment between planned capital projects in the capital projects fund to address the presented capital improvement needs.**

**18 INSURANCE UPDATE**

**19. DIRECTORS UPDATE**

**20. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**

**21. FEDERAL RELATIONS NETWORK (FRN) UPDATE**

**22. GENERAL DISCUSSION**

**23. ADJOURNMENT**

**24. EXECUTIVE SESSION**

**RUTHERFORD COUNTY SCHOOL SYSTEM**

**Board of Education Meeting**

**2240 Southpark Drive**

**Murfreesboro, TN 37128**

**Minutes of August 11, 2020**

**Board Members Present**

**Jim Estes, Board Chairman**

**Coy Young, Vice-Chairman**

**Terry Hodge**

**Tiffany Johnson**

**Jeff Jordan**

**Lisa Moore**

**Tammy Sharp**

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

**1. CALL TO ORDER**

**The Chairman called the meeting to order at 5:00 P.M. Tiffany Johnson led the pledge of Allegiance.**

**2. MOMENT OF SILENCE**

**The Chairman called for a moment of silence.**

**3. APPROVAL OF AGENDA**

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

**Vote: All Yes**

**4. APPROVAL OF CONSENT AGENDA**

**A. Minutes: July 9, 2020 Board Meeting**

**July 21, 2020 Special Called Board Meeting**

**July 21, 2020 Special Called Zone Exemption Appeal Meeting**

**July 28, 2020 Special Called Board Meeting**

**July 28, 2020 Special Called Zone Exemption Appeal Meeting**

**July 28, 2020 Special Called Policy Committee Meeting**

**B. Community Use of Facilities**

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

The activity funds of various schools had \$2,465.45 in outstanding accounts receivable and \$15,235.85 in outstanding accounts payable as of June 30, 2020. These are routine accounting transactions that were incomplete as of June 30, 2020. They will be reflected in the school's audited financial statements and need Board approval each year.

### **D. Transportation: Bus #30 Voluntary Termination of Contract-Theresa Godbee Bus #85 Voluntary Termination of Contract-Teresa Lipetri Bus #88 Voluntary Termination of Contract-Henry Swader Bus #110 & 249 Voluntary Termination of Contract -Vickie Johnson Bus #137 Voluntary Termination of Contract-Donna Richardson Bus #229 Voluntary Termination of Contract-Brian Neal Bus #237 Voluntary Termination of Contract-Wayne Johnson Bus #252 Voluntary Termination of Contract-Wayne Johnson Bus #280 Voluntary Termination of Contract-Matthew Johnson**

### **E. Routine Bids**

**Bid #3479 – Non-Food Item  
Bid #3483 – Stage Curtains  
Bid #3484 – Laminating Film  
Bid #3485 – PE Uniforms**

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

<b>Name</b>	<b>Amount</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Robert Effler	NTE \$600.00	Blackman Middle School	School Funds-Football	Assistant Football Coach
Brydon Groves-Scott	NTE \$1,200.00	Blackman Middle School	School Funds-Cross Country	Assistant Cross-Country Coach
Jennifer Polston	NTE \$1,500.00	Blackman Middle School	School Funds-Basketball Cheer	Assistant Basketball Cheer Coach
Sedonia Thompson	NTE \$1,000.00	Blackman Middle School	School Funds-Girls Basketball	Assistant Girls Basketball Coach
Caroline (Kati)Vines	NTE \$1,500.00	Blackman Middle School	School Funds-Football Cheer	Assistant Football Cheer Coach
Richard Bolden *6	NTE \$2,400.00	Eagleville	School Funds-Variou	Bus Driver
Chad Leeman *6	NTE \$2,400.00	Eagleville	School Funds-Variou	Bus Driver
Chris Lynch *6	NTE \$2,400.00	Eagleville	School Funds-Variou	Bus Driver
Emily Marshall *6	NTE \$2,400.00	Eagleville	School Funds-Variou	Bus Driver

Michael McClaran *6	NTE \$2,400.00	Eagleville	School Funds- Various	Bus Driver
Joseph Reed *6	NTE \$2,400.00	Eagleville	School Funds- Various	Bus Driver
Josh Haley	NTE \$600.00	Riverdale High School	School Funds- Boys Basketball	Boys Basketball Weight Coach for 2019/2020 season
Josh Haley	NTE \$2,000.00	Riverdale High School	School Funds- Boys Basketball	Boys Basketball Weight Coach for 2020/2021 season
Greg Baughn *6	NTE \$5,000.00	Rockvale High School	School Funds- Various	Bus Driver
David Givens *6	NTE \$5,000.00	Rockvale High School	School Funds- Various	Bus Driver
Kevin Jones *6	NTE \$5,000.00	Rockvale High School	School Funds- Various	Bus Driver
Scott Kinney	NTE \$1,000.00	Rockvale High School	School Funds- Band	Band Sectionals
James Nelson *6	NTE \$5,000.00	Rockvale High School	School Funds- Various	Bus Driver
Jeff Pick *6	NTE \$5,000.00	Rockvale High School	School Funds- Various	Bus Driver
Athletic Trainers	\$25/hour	All Schools	School Funds and Booster Funds	Special Events coverage by Athletic Trainers
Robert Chandler	NTE \$500.00	Blackman High School	Blackman High Band Booster	Band Camp Instructor
Richard Hughes	NTE \$600.00	Blackman Middle School	School Funds- Volleyball	Assistant Volleyball Coach
Wilson B. Sharpe	\$25/half hour lesson	Blackman Middle School	School Funds- Band	Private Music Lessons
Megan manning	NTE \$5,000.00	Riverdale High School	School Funds- Dance	Dance Choreographer
Roland Fry	NTE \$1,000.00	Rockvale High School	School Funds- Band	Band Sectionals
Jessica Dunnavant	\$22 per lesson	Rocky Fork Middle School	School Funds- Band	Instrumental Music Lessons
Stephen Mark Morgan	\$25 per lesson	Rocky Fork Middle School	School Funds- Band	Instrumental Music Lessons
Jennifer Zimmerer	\$22 per lesson	Rocky Fork Middle School	School Funds- Band	Instrumental Music Lessons
Jacob Brashar	NTE \$3,000.00	Siegel High School	School Funds- Choir	Choir Choreography
Darryl Deason	NTE \$6,000.00	Siegel High School	School Funds- Choir	Choir/Spring Musical Stage Direction
Donna Groff	NTE \$6,000.00	Siegel High School	School Funds- Choir	Choir/Concerts/Performances Piano Accompanist

Kasey McCormick-Melberg	NTE \$2,500.00 Monthly	Siegel High School	School Funds-Choir	Choir Private Voice Instructor
Donna Shearron	NTE \$2,500.00 Monthly	Siegel High School	School Funds-Choir	Choir Private Voice Instructor
Angel Soto	NTE \$5,000.00	Siegel High School	Siegel Band Booster	March Band Tenor Drum Instructor
Regina Wilkerson Ward	NTE \$4,000.00	Siegel High School	School Funds-Choir	Choir Choreography
Charles Mitchell	NTE \$4,000.00	Stewarts Creek High	School Funds-Baseball	Assistant Baseball Coach
Maddox Vondohlen	NTE \$4,000.00	Stewarts Creek High	School Funds-Baseball	Assistant Baseball Coach
Silas Bain *2	Hourly	Rockvale High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Shelly Brewer *2	Hourly	Rockvale High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Matt Harris *2	Hourly	Rockvale High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Bob Heath *2	Hourly	Rockvale High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Lorraine Lozano *2	Hourly	Rockvale High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Wanda McCloud *2	Hourly	Rockvale High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Gavin McGoldrick *2	Hourly	Rockvale High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Tim Stach *2	Hourly	Rockvale High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year

Cynthia Tyler *2	Hourly	Rockvale High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
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4. Amend prior approval
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6. Pending approval by Transportation Dept.

### **G. Non-Faculty Volunteer Coaches:**

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

**The following non-faculty volunteer coaches are for the 2020-2021 school year:**

<u>Name</u>	<u>School</u>	<u>Sport</u>
Jacob Brasher	Siegel High School	Choir
Robert Chandler	Blackman High School	Band
Darryl Deason	Siegel High School	Choir
Jessica Dunnivant	Rocky Fork Middle School	Band
Kasey McCormick-Melberg	Siegel High School	Choir
Stephen Mark Morgan	Rocky Fork Middle School	Band
Wilson Sharp	Blackman Middle School	Band
Ben Shaw	Siegel High School	Band
Donna Shearon	Siegel High School	Choir
Regina Ward	Siegel High School	Choir
Jennifer Zimmerer	Rocky Fork Middle School	Band
Megan Manning	Riverdale High School	Dance
Lance Pawlowski	Rockvale High School	Football
Zachary Snider	Stewarts Creek High School	Football
Andrew Snider	Stewarts Creek High School	Football
Donald Shattuck	Oakland High School	Bowling
Caleb Spearing	Smyrna Middle School	Football
Bridget Robertson	Stewarts Creek High School	Agriculture
Rakel Hankins	Rockvale High School	Volleyball
Brittni Young	Rockvale High School	Swimming

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

**Vote: All Yes**

**5. VISITORS – no visitors**

**6. 2019-2020 – WAIVER TENURE RECOMMENDATION**

**The following teachers meet the criteria for tenure in accordance with the new tenure law:**

- **Hold a valid Tennessee teaching license**
- **Has served Rutherford County Schools for five years (45-months) within a seven-year period, the last two in a regular (not interim) position.**
- **Has demonstrated an overall performance of “above expectations” or “significantly above expectations” on the TEAM evaluation during the last two consecutive years of the five-year period.**
- **Or if held tenure under the previous guidelines, and returned to Rutherford County Schools, meets the two-year probationary period and tenure is reactivated.**
- **A waiver of T.C.A. § 49-5-503(4), which states that teachers who have received evaluations demonstrating an overall performance effectiveness level of “above expectations” or “significantly above expectations” as provided in the evaluation guidelines adopted by the state board of education pursuant to T.C.A. § 49-1-302, during the last two (2) years of the probationary period are eligible for tenure. LEAs granted this waiver may allow teachers who have met all other requirements for tenure eligibility but have not acquired an official evaluation score during the 2019-2020 school year due to COVID-19 school closures, to utilize the most recent two (2) years of available evaluation scores achieved during the probationary period for purposes of determining eligibility for tenure. The 2019-2020 school year will count toward a teacher’s five (5) year probationary period.**

<b>Name</b>	<b>Position</b>	<b>School</b>
John H. Pierce	Physical Education Teacher	Blackman Middle School
Brian E. Howard	History Teacher	Stewarts Creek High School
Alina Tompkins	English Teacher	Stewarts Creek High School

Motion made by Mr. Jordan, seconded by Ms. Sharp, to approve the recommendation to award tenure to the teachers who meet the criteria for 2019-2020 school year as presented.

**Vote: All Yes**



## **7. ATLAS PROGRAM MEMORANDA OF AGREEMENT**

**STARS (Students Taking a Right Stand) will provide a master's Level Specialist to work with Elementary ATLAS students and their parents in an effort to reduce chronic absenteeism and improve attendance of students experiencing homelessness**

**Endure Athletics will provide after school and summer programming, including transportation, at no cost to students living in motels and shelters.**

**The Boys & Girls Clubs will provide summer programming in Smyrna and Murfreesboro at no cost to students who qualify for the ATLAS program. Because we pay for the summer programming, they also do not charge ATLAS students for after school care during the school year.**

Motion made by Mrs. Moore, seconded by Mrs. Johnson, to approve the Memoranda of Agreement between STARS, Endure Athletics and The Boys & Girls Clubs and the ATLAS Program as presented.

**Vote: All Yes**

## **8. CONTRACT WITH SOLE SOURCE**

**This agreement is with PowerSchool to purchase online candidate assessments for both teachers and principals as they apply for vacant positions within our HR application system. This was previously presented last fall in conjunction with the 5 Year Plan and HR supporting goals. The cost is \$32,915.51 which also includes the implementation training. A sole source letter is provided.**

Motion made by Mr. Young, seconded by Ms. Sharp, to approve the contractual agreement with PowerSchool to provide candidate assessments for both teachers and principals paid from HR 2020-21 budgeted funds.

**Vote: All Yes**

## **9. COORDINATED SCHOOL HEALTH GRANT**

### **Coordinated School Health Grant**

**Coordinated School Health has received a grant in the amount of \$180,000 from the Tennessee Department of Education to be used for materials and programs that promote and support student and staff safety, health and wellness. The grant will be managed by the Coordinated School Health Supervisor, Jenna Stitzel.**

Motion made by Mrs. Johnson, seconded by Mr. Young to approve the Coordinated School Health Grant from the Tennessee Department of Education to be used for materials and programs that promote and support students and staff, health and wellness as presented.

**Vote: All Yes**

#### **Healthy Students Stronger Learners Grant**

**Coordinated School Health has received a grant in the amount of \$13,000 from the Tennessee Department of Education to be used for materials, supplies, training and programs that support student physical activity, physical education and health. This grant will be managed by the Coordinated School Health Supervisor, Jenna Stitzel**

Motion made by Mr. Young, seconded by Mr. Hodge, to approve the Coordinated School Health Grant from the Tennessee Department of Education to be used for materials, supplies, training and programs that support student physical activity, physical education and health as presented.

**Vote: All Yes**

#### **10. ESL EXTENDED CONTRACT**

**The ESL Department will be conducting an after-school extended day program for Smyrna High School, funded completely by Title III funds. (In the event of school closure, the class will be conducted through distance learning.) Title III funds will provide 1 ESL Teacher extended contract and 1 bilingual educational assistant extended contract. The schedule for the extended school day will run for both semesters: Monday through Wednesday from 3:45-6:15. Each extended contract is for approximately \$2,400.**

Motion made by Mr. Jordan, seconded by Ms. Sharp to approve the Rutherford County Schools Title III funded extended contract for an ESL teacher and a bilingual educational assistant for the extended day program.

**Vote: All Yes**

#### **11. AVID CONTRACT AGREEMENT-Smyrna High School**

**AVID is a program designed to close the achievement gap by preparing students for college readiness and success in a global society. Smyrna High School is requesting funding for this program for one more year to complete the program for this year's cohort of students in the 2021 graduating class. Payment for this program will be provided with general funds.**

Motion made by Mr. Hodge, seconded by Mr. Young to approve the contract with AVID to continue the program for the 2020-2021 school year at Smyrna High School as presented.

**Vote: All Yes**

## **12. CURRICULUM & INSTRUCTION**

### **A. Attendance/Instructional Technology**

**The Curriculum and Instruction Department seeks approval for a new 12-month teaching position, District Wide Technology Integration Coach. The funding for this position will come from the budgeted certified/administrative line item currently allocated for FY 21. Currently, all technology integration is addressed through the Technology Department, not Instruction, and a position is needed in Instruction to enhance efficiency between the various software programs utilized in RCS and the student management system, Skyward. This position will also support schools and parents with troubleshooting with Skyward, online textbooks, and software integration.**

Motion made by Mrs. Johnson, seconded by Mr. Jordan, to approve the District Wide Technology Integration Coach as presented.

**Vote: All Yes**

### **B. RutherfordWorks Ambassador**

**The Curriculum & Instruction CTE Department would like to allocate approximately \$15,000.00 of Perkins 2020-2021 funds to support RutherfordWorks Ambassador Leads at 22 of our Middle and High Schools. The purpose of this RW Ambassador Leads would be to develop the instructional capacity of teachers, counselors, and assistant principals within our district to support the Rutherford Works partnership. The Leads would be responsible for attending in-person/virtual meetings and implementing the following opportunities at their schools: Work Ethic Distinction, YouScience, WBL, Industry Tours, JumpStart Job Fair, 8<sup>th</sup> Grade Career Pathway Fair, and the ACT WorkKeys Assessment.**

**The allocations are:**

**Each participant receives a \$500.00 stipend for attendance and participation in Professional Development sessions led by RutherfordWorks and the CTE Curriculum & Instruction Department.**

Motion made by Mr. Young, seconded by Mr. Hodge, to approve allocating approximately \$15,000.00 of Perkins Funds to support RutherfordWorks Ambassador Leads at 22 of our Middle and High Schools. Each Participant will receive a \$500.00 stipend for attendance and participation in Professional Development sessions by

RutherfordWorks and the Curriculum & Instruction CTE Department. Schools allocated number of participants is 11 for Middle School and 11 for High School to support teacher and student success as presented.

**Vote: All Yes**

#### **C. EPP Cohort 1**

**The Curriculum & Instruction CTE Department would like to allocate approximately \$6,800 of EPIC grant funds to support Educator Preparation Provider (EPP) Mentors at eight of our High Schools. The purpose of this mentorship is to provide building level support for EPP participants enrolled in Cohort 1. These Mentors are responsible for attending EPP Mentor and TDOE Vision of Excellent Instruction training, conducting biweekly mentor/mentee meetings and completing mentor reflection forms, engaging in all mentor Dialogues included in the Southern Regional Education Board's Teaching to Lead Curriculum, and completing yearly exit survey assessments of their mentees.**

**The allocations are:**

**Each Mentor receives a \$400.00 stipend for completion of all required tasks to provide ongoing support to their EPP Mentee.**

Motion made by Mr. Hodge, seconded by Mrs. Moore, to approve allocating \$6,800.00 of EPIC Grant Funds to support EPP Mentors at seven High Schools. Each Mentor will receive a \$400.00 stipend for completion of all required tasks to provide ongoing support of their EPP Mentee. The allocated number of Mentor stipends is 17 for Cohort I as presented.

**Vote: All Yes**

#### **D. EPP Cohort 2**

**The Curriculum & Instruction CTE Department would like to allocate approximately \$3,600 of EPIC grant funds to support Educator Preparation Provider (EPP) Mentors at six of our High Schools. The purpose of this mentorship is to provide building level support for EPP participants enrolled in Cohort 2. These mentors are responsible for attending EPP mentor and TDOE Vision of Excellent Instruction training, conducting biweekly mentor/mentee meetings and completing mentor reflection forms, engaging in all Mentor Dialogues included in the Southern Regional Education Board's Teaching to Lead Curriculum, and completing yearly exit survey assessments of their mentees.**

**The allocations are:**

**Each Mentor receives a \$400.00 stipend for completion of all required tasks to provide ongoing support of their EPP Mentee.**

Motion made by Mrs. Moore, seconded by Mr. Hodge, to approve allocating \$3,600.00 of EPIC Grant Funds to support EPP Mentors at seven High Schools. Each Mentor will receive a \$400.00 stipend for completion of all required tasks to provide ongoing support of their EPP Mentee. The allocated number of Mentor stipends is nine for Cohort 2 as presented.

**Vote: All Yes**

### **13. THREAT ASSESSMENT TRACKING SYSTEM**

**Safety Coordinator, David Crim discussed details regarding the Threat Assessment System. He also introduced Devolla Moorman, our new lead district psychologist who will be supervising and working directly with this software in our school system.**

**USA Software, Inc. founded in 1989, has been a provider of Threat Assessment tracking and follow-up software since 2009. The product was developed using guidelines from several established behavioral threat assessment models recognized as standards in the industry. The USA Software, Inc. Threat Assessment package includes both front end and follow-up support, ability to assign and schedule tasks, reminder and notification processes, safety plans and associated follow-up, and analytics. It is available to use on computers, surfaces, and smart devices. The system provides the best coverage for the price, with competitors being as high as \$1,000,000 per year.**

Motion made by Ms. Sharp, seconded by Mrs. Johnson, to approve safe schools grant monies of \$28,495.00 for USA Software, Inc. Product package for one-year license, renewable annually, and a one-time software set up fee of \$1,995.00 for a total of \$30,490.00 as presented.

**Vote: All Yes**

### **14. LEGAL**

#### **1. BOARD RESOLUTION**

**The attached resolution is proposed to the Board for adoption. This resolution, adopted in Wilson County and shared broadly by the TSBA, would publicly express support for a moratorium on state standardized testing being used for rankings or scoring. The resolution does not dispute the need to test for data purposes and metrics but rather requests that the State consider holding districts harmless in light of the variety of challenges schools across the state are facing in light of COVID-19.**

Motion made by Mr. Young, seconded by Ms. Sharp, to approve the adoption of the resolution of the Rutherford County Board of Education in support of a Moratorium on State Standardized Testing for the 2020-2021 School Year as presented.

**Vote: All Yes**

## **2. POLICY ADOPTION**

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

**a. Policy 1.400: School Board Meetings**

**Amended to prohibit board members and staff participating in board meetings from utilizing cell phones while the meeting is in progress to avoid conflicts with Sunshine laws.**

**b. Policy 4.700: Testing Programs**

**Amended to update test names and clarify which final grades are being referenced.**

**c. Policy 6.203: School Admissions**

**Amended to require all families to complete the Student Residency Questionnaire prior to being provided with an affidavit of residency or being denied enrollment to ensure compliance with Board Policy 6.502. This change is recommended by the Department of Education.**

**d. Policy 6.304: Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation**

**Rewritten to clarify process and definitions in light of Title IX rule changes.**

**e. Policy 6.319: Alternative Education**

**Amended to reflect changes made in the law under Public Acts of 2020, Chapter 603 and State Board of Education Rule.**

**f. Policy 6.503: Homeless Students**

**Amended to require all families to complete the Student Residency Questionnaire prior to being provided with an affidavit of residency or being denied enrollment to ensure compliance with Board Policy 6.502. This change is recommended by the Department of Education.**

**g. Policy 3.204: Threat Assessment Team**

**This policy enshrines the requirements of Public Chapter 394. This allows the creation of a district-level threat assessment team charged with overseeing threats and establishing procedures for the management of threats across the district.**

**h. Policy 4.205: Enrollment in College Level Courses**

**This policy acknowledges broadly the acceptance of a college-level course as possible grounds for high school credit. This is a TSBA model policy.**

Motion made by Mr. Hodge, seconded by Mr. Young to approve the above policy changes as recommended by the Policy Committee on first reading as presented.

**Vote: All Yes**

**15. FINANCIAL MATTERS**

**Professional Services Contract between the Greater Nashville Regional Council and Rutherford County Board of Education**

**Rutherford County Schools has incurred a sizeable expense due to the purchase of additional COVID-19 related cleaning supplies, PPE, and additional food service and maintenance staff costs. This contract between Rutherford County Schools (RCS) and the Greater Nashville Regional Council (GNRC), is for the provision of grant writing and administration for the COVID-19 FEMA Declared Disaster Reimbursement Project. GNRC will assist the RCS Budget & Finance Department with preparing and submitting a FEMA Disaster Reimbursement grant application to maximize reimbursement of COVID-19 Disaster related costs that have not already been covered by Federal CARE Act, USDA Emergency feeding grant funds, or other Federal or State funds in an attempt to minimize the impact on local tax funds from this Federally declared disaster. This contract has been reviewed by the RCS legal department.**

Motion made by Ms. Sharp, seconded by Mr. Jordan to approve the Professional Grant writer contract with GNRC as presented.

**Vote: All Yes**

**2020/21 Capital Projects Budget Amendment #1 – Fund 177**

**Each July 1 outstanding purchase orders in this fund are liquidated. The funds go to fund balance which in this fund is account 34685, Committed for Capital Projects. These purchase orders are for projects that had not been finished by June 30. This amendment takes those funds out of 34685, Committed for Capital Projects and re-budgets the expenditures for the carry over projects that were approved last year, but haven't been completed. This year we have \$2,295,278.63 in funds to re-budget.**

Motion made by Mr. Hodge, seconded by Mr. Young to amend the 2020-2021 Capital Projects Budget, Fund 177, by reducing account 34685, Committed for Capital Projects by \$2,295,278.63 and by increasing Engineering Services, account 91300-321, Maintenance and Repair Services-Buildings, account 91300-335; and Other Contracted Services, 91300-399 for a combined total of the same \$2,295,278.63 as presented.

**Vote: All Yes**

#### **2020/21 Capital Projects Budget Amendment #2 – Fund 177**

**Last Fiscal Year (FY 19-20) the Board and Commission approved and allocated funding for the Daniel McKee School Sewer Tie-In as an approved project to remove this school from a sub-standard septic system. With a long turn-around time in environmental permitting and planning, this project was delayed, and a final bid was awarded after the unexpended expenditure budget was closed out to fund balance. This amendment moves funding for this prior approved project from fund balance to the proper expenditure line item.**

Motion made by Mrs. Moore, seconded by Mr. Young to approve to decrease fund balance and increase expenditure line items in Fund 177 as presented to budget for the Daniel McKee Sewer Tie-In project as presented.

**Vote: All Yes**

#### **Fund 141 GPS Amendment**

##### **1. Account Changes Per State**

**This amendment moves \$278,715 in already budgeted revenues and \$1,108,028 in already budgeted expenditures to the accounts the State Department of Education has asked us to use. This amendment has no new revenues or expenditures.**

**Recommended Approval---motion to amend the 2021 General Purpose School Budget by moving \$278,715 in already budgeted revenues and \$1,108,028 in already budgeted expenditures to the accounts prescribed by the State Department of Education as presented.**

Motion made by Mr. Young, seconded by Mr. Jordan to approve to amend the 2021 General Purpose School Budget by moving \$278,715 in already budgeted revenues and \$1,108,028 in already budgeted expenditures to the accounts prescribed by the State Department of Education as presented.

**Vote: All Yes**

#### **16. FACILITIES**

**Holloway High School: Principal Sumatra Drayton has requested that a local Church be able to paint a mural on the side of the gym. Engineering and Construction has reviewed the request, the proposed artwork and the location on the building and finds it acceptable. There will also be a second mural on the back wall of the gym. This mural will be a Hawks wings mascot, similar to other like schools.**



Motion made by Mrs. Moore, seconded by Ms. Sharp, to approve the request to have two murals painted on the gym at Holloway High School as presented.

**Vote: All Yes**

**Rock Springs Elementary Update: For Information Only**

The new annex addition Certificate of Occupancy was issued on Monday, August 10, 2020. This is later than the July 15 project deadline, but due to issues with COVID related delays, the contractor has made a good faith effort to complete the project. Some grading and exterior work will be completed in the next few weeks.

**Tan Oaks School Site Update: For Information Only**

MTEMC has completed their design and submitted fees. CUD has completed the upgrade up to our property and is designing the Master Meter assembly and will be submitting meter and tap fees soon. The sewer contractor has begun work and Jeff Reed's firm is working on acquiring sewer easements. RG Anderson mobilized and has completed installation of the erosion control barriers. TDEC has removed the NOC, TDEC Grading permit, for the project depending on the wetland's determination. We have employed Griggs and Maloney to assist in this process. RG Anderson has been on hold for three weeks now. Timely completion of the project is now uncertain. Once we are released to begin work, we will have a better determination of a completion date.

**Buchanan Elementary School Sewer:**

Rutherford County Schools is in the final stages of design and connection of a permanent sewer line from Buchanan Elementary to the MWSD system across Manchester Highway. TDOT is requiring a permit and a running surety to be able to cross the Highway as a private utility system. This is standard procedure and has been reviewed by Engineering and Construction and Jeff Reed Board attorney.

Motion made by Mr. Young, seconded by Mr. Estes to approve the TDOT permit and Running Surety for the new Buchanan Elementary Sewer line as presented.

**Vote: All Yes**

## **17. INSURANCE UPDATE**

**Budget and Finance Assistant Superintendent, Doug Bodary went over the July report from the Insurance Committee. The financial report list activity through the end of May for funds 264 and 266 as noted. There will be a meeting with the Insurance Committee in August with more information on the closing numbers and performance for the fiscal year for both of these funds.**

## **18. DIRECTORS UPDATE**

**Director Spurlock stated that currently, as of today's date we have 2,548 active cases of COVID-19 in Rutherford County, that is a spread rate of .766 which is the lowest in 21 days. There is a positivity rate of less than 14 percent and we are not seeing a huge increase in ages 5 through 18 years. Mr. Spurlock went over contact tracing and testing information and concerns.**

## **19. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**

**Mrs. Johnson stated the legislation has reconvened to address special sessions liability. Ms. Page, staff attorney briefly added the Governor proposed a compromised bill that addresses new language for the liability bill with two major changes that are noteworthy. One regarding when liability would apply and the other being the removal of language related to following the health guidelines.**

## **20. FEDERAL RELATIONS NETWORK (FRN) UPDATE –**

**Ms. Sharp stated there was no update at this time.**

## **21. GENERAL DISCUSSION**

**Mrs. Moore addressed how we determined the standards and practices we are currently using regarding the pandemic. Mr. Spurlock stated we are using the guidelines that are recommended from the state and health department. He also spoke on his concerns regarding the necessity of persons symptomatic and compromised to be tested in a timely manner and the impact on instructional and funding issues.**

**Mrs. Moore also asked what the procedure is for allowing teachers to work if students have been exposed yet are not sick and have been quarantined for the appropriate amount of time. Director Spurlock stated the allowance of teachers to work or telework but also the necessity and importance of leadership in our schools.**

**Mrs. Moore asked Dr. Sullivan to address the issues with Kiddom. Dr. Sullivan stated that the initial orientation overloaded their system. Since then, they have done a shut down and restart which seems to have corrected most support issues. He also addressed the fact that there are going to be challenges and issues that come up, but we are supporting and working with our coaches and teachers every day to address those issues as they arise.**

**Mr. Estes closed the meeting by thanking Mr. Terry Hodge and Mr. Jeff Jordan for their many years of service to Rutherford County Schools.**

**There being no further business, the meeting adjourned at approximately 6:08 P.M.**

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**Jim Estes, Board Chairman**

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**Date**

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

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**Date**

## FACILITIES USE

September 3, 2020

### Fees

Lascassas Elementary	Crusaders Athletics, practice and lessons, 9/3/20-11/30/20 Sa/Tu/W 6-8pm, ball fields, \$18/hr, <b><i>*subject to COVID-19 restrictions and updates.</i></b>
Oakland High	Alliance Volleyball Club, youth volleyball, 10/21/20-12/16/20 8pm-6pm, gym, \$18/hr, <b><i>*subject to COVID-19 restrictions and updates.</i></b>
Riverdale High	Outlaws Baseball Academy, 2 baseball tournaments, 9/25/20- 9/27/20 & 10/23/20-10/25/20, baseball field, \$1740, <b><i>*subject to COVID-19 restrictions and updates.</i></b>

### No Fees

Blackman Middle	Blackman Youth Football & Cheer; 2020 Season; 9/3/20- 11/30/20 M/Tu/Th; outside fields; no fee; <b><i>*subject to COVID-19 restrictions and updates.</i></b>
Siegel Middle	TN Force Softball, travel softball practice, 9/3/20-9/3/21 Su/Tu/Th 5-7pm, softball field, subject to IKA for maintenance of field up to \$2,500 then \$18/hr for remaining use, <b><i>*subject to COVID-19 restrictions and updates.</i></b>
Stewarts Creek High	Ethos Youth Ensembles; youth orchestra rehearsals and performances; 9/14/20-4/21/21 M/W 7-9 M and 5:30-7:45 W; choir room, band room, and auditorium; no fee pending receipt of approved IKA; <b><i>*subject to COVID-19 restrictions and updates.</i></b>

Note: Facility use for 9/3/20 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.

## **MEMORANDUM**

**DATE:** August 25, 2020  
**TO:** Bill C. Spurlock  
**FROM:** Sara R. Page  
**RE:** Transfer Student Under Discipline

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The Board has been requested to admit a transfer student under discipline from another school system. The student was previously remanded to attend alternative school in Bedford County.

The student was remanded for possession of marijuana.

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

## Transportation

Pursuant to Section 16.1 of the Rutherford County Board of Education Bus Contract, the transportation dept. has received a letter dated 8/14/2020 from Renea Patrick , contractor of bus #88, requesting voluntary termination of her contract with the Board. The transportation dept. is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Renea Patrick, bus #88, effective as soon as possible.

**Request to Purchase:**

LaVergne Middle School would like to purchase a John Deere Z915E Ztrak 60" Deck Mower from Sourcewell Contract for Grounds Maintenance Equipment #062117-DAC from Deere & Company at a cost of \$7,422.03.

To be funded through LaVergne Middle School.

# Budget Overview

## Budget Overview

Rutherford County (750) Public District - FY 2021 - Title IX McKinney-Vento - Rev 0 - Title IX McKinney-Vento

Go To

Indirect Cost

Total Contributing to Indirect Cost \$216,723.00

Indirect Cost Rate 1.10%

Maximum Allowed for Indirect Cost \$2,383.95

Filter by Location: All - \$219,106.95

Show Unbudgeted Categories

Account Number	2000 - Regular Instruction Program	2010 - Other Instructional Services	2020 - Support Services	2030 - Transportation	2040 - Information Technology	Total
161 - Secretary(s)		0.00	13,500.00			13,500.00
189 - Other Salaries & Wages	0.00	0.00	30,726.85	0.00		30,726.85
201 - Social Security	0.00	0.00	2,742.06	0.00		2,742.06
204 - State Retirement	0.00	0.00	3,155.65	0.00		3,155.65
206 - Life Insurance	0.00	0.00	38.20	0.00		38.20
212 - Employer Medicare	0.00	0.00	641.29	0.00		641.29
299 - Other Fringe Benefits	0.00	0.00	130.00	0.00		130.00
313 - Contracts with Parents				13,450.95		13,450.95
315 - Contracts with Vehicle Owners				20,036.05		20,036.05
355 - Travel		0.00	5,000.00	0.00		5,000.00
399 - Other Contracted Services	0.00	83,200.00	0.00	0.00		83,200.00
499 - Other Supplies and Materials	9,651.00	24,450.95	0.00	0.00		34,101.95
504 - Indirect Cost					2,383.95	2,383.95
524 - In-Service / Staff Development		0.00	10,000.00	0.00		10,000.00
<b>Total</b>	<b>9,651.00</b>	<b>107,650.95</b>	<b>65,934.05</b>	<b>33,487.00</b>	<b>2,383.95</b>	<b>219,106.95</b>
					<b>Adjusted Allocation</b>	<b>219,106.95</b>
					<b>Remaining</b>	<b>0.00</b>





**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE RUTHERFORD COUNTY BOARD OF EDUCATION  
AND  
STARS Nashville  
2020-2021 School Year**

This Agreement is between Rutherford County Board of Education (RCBOE) and STARS Nashville, 1704 Charlotte Avenue, Suite 200, Nashville, TN 37203. STARS agrees to provide Student Assistance services addressing behavioral health issues and other social and emotional barriers to success. Services will be provided to the following school sites:

LaVergne High School	5 days per week
Oakland High School	5 days per week
Oakland Middle School	1 days per week
Riverdale High School	4 days per week

- ❖ *Days of services may be moved between school sites without amending contract if total number of days of service does not change*

**NATURE OF SERVICE**

**DUTIES AND RESPONSIBILITIES OF STARS**

**A. Intervention/Prevention/Intervention**

- Provide and supervise STARS Counselors to serve designated Rutherford County Schools based upon the agreed level of service detailed above.
- Provide individual and group counseling support sessions for students affected by anxiety, depression, grief, loss, substance misuse, violence, anger, conflict management and other behavioral or mental health issues that interfere with students' abilities to thrive at school.
- Provide intervention and case management services as needed at selected school site(s).
- Provide classroom education and assist in securing assembly programs, as requested, to educate students about substance misuse, safety in relationships, suicide prevention, mental health awareness, healthy decision-making, and other relevant topics.
- Provide crisis intervention as needed.
- Conduct prevention activities as directed by SAP teams and/or Rutherford County Schools.
- Engage and collaborate closely with parents and guardians.
- Support student leadership teams in planning and implementing school-wide prevention activities.
- Conduct interventions on behalf of the school with students and families. In such cases, the results and recommendations are then given to the student and appropriate individuals with a release of information that is signed by the student's parent or guardian.

- Collaborate with appropriate Rutherford County staff to coordinate internal and external referrals for student services.
- Collaborate as appropriate with other school and community partners who are providing prevention and intervention activities in the school.
- Conduct peer mediation/conflict resolutions training, restorative circles and program implementation as requested.
- Communicate on a regular basis with designated administrative personnel in order to improve coordination of services.
- Conduct student group evaluations and staff satisfaction surveys.
- Provide annual progress reports to the designated Rutherford County Representative and school administrators.
- Services may be modified to adhere to the safety recommendations of the CDC, State of Tennessee and RCBOE to ensure the safety of students and staff. In the event of school closing, individual and group counseling support, case management services and classroom education may be provided via tele-health/tele-support services

#### **B. General Program Administration**

- Develop and implement program goals and objectives in consultation with the designated Rutherford County Representative.
- Comply with any grant requirements, which support the Rutherford County High Schools and STARS services.
- STARS shall safeguard all rights of the student as legally and ethically required in accordance with federal and state laws and regulations.
- STARS agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of race, religion, creed, color, sex, age, national origin, gender, sexual orientation, gender identity, marital status, veteran status, disability or any other classification protected by the Federal, Tennessee State constitutional or statutory law.
- STARS certifies that all staff working in Rutherford County Schools are in compliance with the terms of TCA§49-5-413 requiring criminal background checks for certain individuals working with students or appearing on the campus of a public school while students are present.

#### **C. Teacher Trainings and Volunteer Management**

- Identify and meet with the school SAP team at pre-arranged times.
- Conduct SAP overviews and SAP in-service presentations in all schools implementing STARS, as directed by the local school administration.

#### **D. Student Training**

- Provide support to student leadership activities.

#### **E. STARS Counselor Training and Staff Development**

- Provide opportunities for STARS Counselors to receive staff development and training regarding specific areas within student assistance.
- Training and staff development could include, but are not necessarily limited to the following trainings: SAP 101, Safety in Relationships, Substance misuse, DCS Reporting, Suicide Prevention, Bullying Prevention, Promoting Positive School Climate, SEL Topics, Mental Health Topics, Restorative Practices, Workplace Relationships, Title VI, Drug-Free Workplace, and others.
- Documentation of professional development and training materials will be provided to the designated Rutherford County representative if requested.

#### **F. Performance Evaluation**

- STARS conducts an annual performance evaluation for each STARS Counselor. The counselor is evaluated by the respective principal and/or his/her designees, such as school counselors and/or assistant principals.
- STARS Director of Prevention Services annually evaluates each employee based on feedback received from school sites, as well as from personal observation.
- Staff who do not meet the basic requirements of the position receive a performance improvement plan outlining what steps should be taken to improve performance. Monthly meetings occur until performance improves. Failure to meet minimum requirements may result in termination.
- Upon request, the designated Rutherford County representative may review the performance evaluation and feedback received on the Student Assistance Counselor.

#### **G. Maintenance of Records**

- STARS will maintain accounting records in accordance with generally accepted accounting principles.
- STARS shall comply with all applicable HIPAA and FERPA regulations.

#### **H. Contingent Fees**

- STARS will not be retained or retain any persons to solicit or secure a Rutherford County contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee.

#### **I. Conflicts of Interest**

- STARS warrants that no part of the contract amount shall be paid directly or indirectly to an employee or official of the Rutherford County Board of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to STARS in connection with any work contemplated or performed relative to this agreement.

### **RUTHERFORD COUNTY BOARD OF EDUCATION AGREES TO:**

#### **A. Counseling Services**

- Implement the behavior observation process for teacher, faculty referrals.
- Provide opportunities for students to participate in STARS, and small groups or individual counseling, which meet weekly, or as needed
- Provide opportunities for students and staff to understand how to access STARS services.
- Inform parents/guardians of the availability of STARS services

#### **B. General Administration**

- Provide for a secure and confidential office space and telephone or telephone access for the STARS Counselors.
- Ascertain that STARS personnel shall secure access to Student PIN Numbers for students who participate in the STARS program for compliance with Outcome Evaluation Measures.
- Agree to hold all information and data relating to a student's participation in STARS as confidential in accordance with Code of Federal Regulations (CFR 42 Part 2) as well as by any federal, state or county statute governing confidentiality.
- Secure commitments from each school to participate in Program Evaluation (student outcomes, school climate information, student and staff satisfaction).
- Provide feedback to STARS Executive Staff as needed or desired.
- Communicate additional funding opportunities to STARS as they become available.
- Comply with United Way funding requirements, as necessary.
- Provide evaluation feedback about STARS' staff members consistent with the STARS personnel evaluation process.
- STARS will provide a statistical compilation of student, faculty and parent participation, along with a narrative at the end of each school year.

### **C. Teacher Trainings and Volunteer Involvement**

- Secure commitment from SAP Teams to assist in the leadership, implementation and support of all Student Assistance services at each school, i.e., student and faculty training, prevention education, STARS Club, small support groups, (teachers, school counselors, administrators and other school personnel).
- In partnership with the STARS Counselors conduct principal requested or STARS recommended in-services for students and faculty about SAP services via classroom presentations, announcements, faculty meetings and administrative training days.

### **D. Parent Trainings**

- Inform parents of all aspects of SAP at the school and opportunities for parent education and involvement.

### **E. Non-Discrimination**

- RCBOE agrees to notify the STARS Chief Operating Officer (COO) of any compliant of unfair or discriminatory treatment by a STARS staff member on the basis of race, creed, color, religion, sex, age, national origin, marital status, veteran status, gender, sexual orientation or disability/exceptionality, or any other classification protected by the Federal, Tennessee State constitutional or statutory law.

### **F. Fraud, Waste and Abuse**

- RCBOE agrees to report any instance or suspicion of fraud, waste or abuse of STARS resources of any kind. Any knowledge or suspicion of fraud, waste, or abuse should be reported to the STARS (COO).

### **G. Workplace Injuries**

- RCBOE agrees to report any workplace injuries to the STARS COO. STARS staff who are injured are required to file a Worker's Compensation (WC) Claim with STARS Human Resources Department and use the panel of healthcare providers designated by the WC company. Workplace injuries may require the STARS staff member be drug tested.

## **TIME SPAN**

These services will be provided for the FY 20-21 School year. STARS staff will follow the faculty schedule per their designated school site, with exceptions approved by the principal or their designee.

## **FUNDING AND RATE**

These services are funded in part by the United Way of Rutherford and Cannon Counties, Tennessee Department of Mental Health and Substance Abuse Services. STARS reserves the right to restructure or change service levels within the contract period as funding constraints may require.

## **PUBLICATIONS**

All publications, press releases, or written descriptions of the program will state that funding is provided in part by the United Way of Rutherford and Cannon Counties and the State of Tennessee Department of Mental Health and Substance Abuse Services Prevention Network Funding.

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Both RCBOE and STARS acknowledge that both STARS and RCBOE are in a contractual relationship and this Agreement does not create an employer/employee relationship or allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employee or agents of one party shall not be deemed or construed to be the employees or agents for the other party

for any purpose. STARS being an independent contractor, agrees to carry workers' compensation insurance, and other appropriate forms of insurance for all its employees.

STARS agrees to indemnify and hold RCBOE, its members, employees and agents, harmless from any liability claim, including but not limited to attorney fees or other costs incurred, for any negligent or intentional act(s) or failure to act directly or indirectly attributable to STARS, its member, employees or agents, except when such claims arise out of any recklessness or intentionally tortious act of RCBOE.

RCBOE is a government entity existing under the laws of the state of Tennessee and may not indemnify any party from liability. RCBOE is governed by the Governmental Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that STARS has such liability.

## SIGNATURES



Rodger Dinwiddie, STARS

Rutherford County Schools

8/11/2020

(DATE)

(DATE)

# Tennessee Quote Form

## Distance Learning Program for K-12 Public Schools<sup>1</sup>

### Verizon Representative

Joseph DiFiore

joseph.difiore2@verizonwireless.com 6152025338

### Participating School District or School Name: Rutherford County Schools

Point of contact: Lynn Pater

Title: Procurement

Email: PaterL@rcschools.net

Phone: 6156312524

### Billing Information

Attention to: Rutherford County Schools

Street: 2240 Southpark Drive

City: Murfreesboro

State: TN

ZIP: 37128

### Shipping Information

Attention to: Lynn Pater

Phone: 6156312524

School District/Dept: Rutherford County Schools

Street: 2240 Southpark Drive

City: Murfreesboro

State: TN

ZIP: 37128

Equipment	Quantity	Unit cost	Total cost
Jet Pack 900L or comparable device	0		\$ 0.00
Jet Pack 8800L or comparable device	300	\$ 149.99	\$ 44,997.00
<b>Total equipment cost</b>	300		\$ 44,997.00

Service plan	Quantity	Unit cost	Total cost
Unlimited Data for tablets and MiFi (per month)	300		\$ 4,500.00
<b>Total service plan cost for six months<sup>*</sup> (Excludes required regulatory fees.)</b>			\$ 27,000.00

<sup>\*</sup>The service plan requires a minimum of 6 months of billed service per line.

Optional features	Quantity	Unit cost	Total cost
Verizon Mobile Device Management (per month)	300		\$ 447.00
Asavie MODA for CIPA Filtering (per month)	300		\$ 1,050.00
<b>Total optional features cost for six months</b>			\$ 8,982.00
<b>Grand total cost for six months – Equipment, service plan &amp; optional features</b>			\$ 80,979.00

### Naming Conventions

Indicate below how the District would like the individual devices named. Attach additional spreadsheet if needed.

Example 1: DOE jetpack 1, DOE jetpack 2, Example 2: School Staff, School Student

### For Verizon Use Only – Profile:

ECODE:

Order number:

Location Code:

Account Number:



<sup>1</sup> Sponsored by the Georgia Department of Education. Subject to the terms and conditions of the agreement entered into between Verizon and the Georgia Department of Education on June 2, 2020.

Equipment and Service Plan pricing provided above must be kept 100% confidential and not released publicly in any manner. © 2020 Verizon

**VERIZON WIRELESS LIMITED DISTANCE LEARNING  
AUTHORIZED CUSTOMER AGREEMENT**

This agreement ("Authorized Customer Agreement" or "Agreement") is made by and between Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and those of its affiliates providing services under this agreement ("Verizon Wireless") and Rutherford County Schools, having its principal place of business at Rutherford County Schools ("Authorized Customer" or "Customer"), a qualifying School in Alabama, Arkansas, Florida, Kentucky, Mississippi, New Jersey, North Carolina, Tennessee, Virginia, or West Virginia (each a "Member State").

Whereas, Verizon entered into an Agreement with the State of Georgia Department of Education where Verizon agreed to have qualifying schools from a Member State purchase "DISTANCE LEARNING DATA PLAN and EQUIPMENT OFFERING(S)" at discounted rates.

Whereas, Verizon and Authorized Customer have agreed to the sale of the discounted "DISTANCE LEARNING "DATA PLAN and EQUIPMENT OFFERING(S)" to Authorized Customer under the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

**Definitions:**

1. **Effective Date:** The date that this Agreement is signed by the last Party to sign below.
2. **Equipment:** Equipment necessary to provide the "DISTANCE LEARNING" DATA PLAN. Only the Equipment set forth in this Agreement is available for purchase from Verizon Wireless.
3. **Legal Notice:** A written communication given by one Party to the other that advises of a dispute under or termination of this Agreement, or that is otherwise required by this Agreement.
4. **Products and Services:** The plans, features, and products and services that Verizon Wireless will provide under this Agreement, as described in this Agreement.
5. **Wireless Service:** The "DISTANCE LEARNING" data service and plan.

**Term of Agreement:** This Agreement term shall commence on the Effective Date. The term shall continue until the end of the COVID-19 Declaration of Emergency, as determined by the Governor of the Member State where Authorized Customer is located, or June 30, 2021, whichever occurs last. It is expressly understood and agreed that neither Party has any right or expectation of renewal beyond the term of this Agreement as stated above and that either Party may decide in its sole discretion to not renew this Agreement.

**Purchases by Customer:** The Special Provisions of Amendment 3 to the Georgia Department of Education ("GA-DOE") Agency Agreement – Amendment 3, effective July 15, 2020 negotiated rates for the "DISTANCE LEARNING" DATA PLAN and EQUIPMENT OFFERING(S), and the rates may be made available to public kindergarten through 12th grade schools within a Member State subject to the following and the terms of this Agreement. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for Data Plan equipment and services provided under this Authorized Customer Agreement. GA-DOE will not be responsible for payments for Data Plan services provided to any individual Authorized Customer under this Authorized Customer Agreement. Authorized Customer understands and agrees that it is only a beneficiary of the pricing under the GA-DOE Agreement for the products and services described in this Agreement, and no other provision.

Purchases made under this Authorized Customer Agreement will only be used to support public kindergarten through 12th grade schools within the Member State where Authorized Customer is located. Verizon Wireless reserves the right to terminate this Authorized Customer Agreement if it is determined that the Authorized Customer does not qualify as a public kindergarten through 12<sup>th</sup> grade school within the Member State where Authorized Customer is located. Authorized Customer must provision the Data Plan with Mobile Device Management software to ensure CIPA Compliance.

In order for the Authorized Customer to benefit from pricing under the GA-DOE Agreement, the Authorized Customer agrees to the disclosure by Verizon of Authorized Customer account information as part of the contractual reporting requirements to GA-DOE.



Customer must provide to Verizon Wireless written notice of those individuals in Customer's agency that have legal authority to purchase Equipment, Wireless Service, and Products and Services under this Agreement (these are your "Points of Contact"). Unless Customer tells Verizon Wireless otherwise, these Points of Contact will have full authority to handle all matters related to this Agreement, including authorizing or blocking Customer's employees from purchasing particular Products and Services. The person signing this Agreement shall automatically be designated as a Point of Contact. Customer can designate a third party to act as its Point of Contact as long as Customer signs Verizon Wireless's letter of agency naming the third party and indicating the scope of its authority.

**Monthly Bills:** Customer's billing and shipping addresses must be in Verizon Wireless's licensed service area. Verizon Wireless will bill Customer monthly, and Customer is responsible for paying all fees, charges, Taxes and Surcharges (as defined in the "Taxes; Surcharges; Exemptions" section below). Verizon Wireless generally bills monthly access fees and feature charges for the current month of service, and airtime overage and other usage charges in arrears.

**Disputed Charges:** Customer must dispute any charges within 180 days of the due date of the bill by giving Verizon Wireless written notice, including the date of the bill, the disputed amount, the reason for the dispute, and any supporting documentation. Verizon Wireless will make a good faith effort to reconcile the dispute within 60 days of the date of Customer's notice.

**Payment Terms:** Customer is required to pay undisputed charges within 30 days of the date of each bill.

**Failure to Pay:** If Customer fails either to make a payment on time or to dispute charges as required, Verizon Wireless may block Customer's use of the Product and Service or take action as set forth in the applicable Service Attachment.

**Taxes; Surcharges; Exemptions:** If Verizon Wireless is legally required to collect taxes, fees, assessments or other charges, or if a roaming partner charges a tax (each, a "Tax"), then Verizon Wireless will bill Customer for those Taxes. If Verizon Wireless incurs an expense to comply with legal or governmental requirements, or to provide or improve service to our customers (other than a net income tax), Verizon Wireless may bill a surcharge to recover or offset that expense (a "Surcharge"). Taxes and Surcharges may change from time to time. If Customer provides Verizon Wireless with an official Tax exemption certificate or with other evidence of exemption that Verizon Wireless finds acceptable, then Verizon Wireless will not collect Taxes covered by the exemption, except those charged by a roaming partner. If, however, Customer asks Verizon Wireless to apply an exemption and the exemption is later found not to apply, Customer will be responsible to pay the uncollected Tax, plus interest and any penalties, to the extent permitted by applicable law, regulations and/or ordinances. Verizon Wireless does not issue credits for Taxes billed before Verizon Wireless receives evidence of exemption.

**LIMITATION OF DAMAGES:** NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHER THEORY, AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS APPLICABLE LAW FORBIDS A WAIVER OF SUCH DAMAGES. UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER, ITS EMPLOYEES OR AGENTS FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE EQUIPMENT; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE EQUIPMENT OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF); (3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR EQUIPMENT, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

**Confidentiality:** DATA PLAN and EQUIPMENT pricing provided by Verizon Wireless will be kept 100% confidential and not released publicly in any manner unless otherwise required by law. Release of DATA PLAN and EQUIPMENT pricing to Member State Schools is exempt from this Confidentiality provision, provided they are required to comply with this provision.

**Assignment:** Any assignment requires the Parties' prior written consent. The Parties agree that this Agreement shall be for the benefit of and binding on our respective successors and permitted assigns.





**Force Majeure:** Any failure by Verizon Wireless to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond Verizon Wireless's reasonable control.

**Notices:** Verizon Wireless will provide notice of most issues related to Customer's use of the Equipment, Wireless Service or the Products and Services via mail or e-mail to Customer's Point of Contact, or via a message with Customer's monthly bill. Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery. Legal Notice, should be sent to the following addresses

If to Customer:

**Customer**

Contact Name:

Title:

Address

Address

If to Verizon:

**Verizon Wireless**

Director- Contract Mgmt., State & Local Government

10170 Junction Drive, Floor 02

Annapolis Junction, MD 20701

**Governing Law; Venue; Jurisdiction:** Both Parties agree that the laws of the Member State where Authorized Customer is located shall govern the validity, construction and performance of this Agreement.

**Waiver; Severability; Survival:** No provision of this Agreement shall be considered waived unless both Parties agree in writing to such waiver. Either Party's forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.

**Counterparts:** Verizon Wireless and Customer can each execute a counterpart version of this Agreement. When delivered to the other Party, each shall be deemed to be an original and all versions together shall constitute one instrument. An electronic or facsimile copy of the executed Agreement shall be deemed, and shall have the same legal effect as, an original document.

**Entire Agreement:** The terms and conditions of this Agreement constitute the entire agreement between the Parties with respect to this subject matter. This Agreement, including any exhibits, schedules, and attachments, supersedes any and all prior agreements and understandings on the subject matter of this Agreement. There are no other oral or written understandings or agreements between the Parties relating to the subject matter of this Agreement. This Agreement shall not be amended or modified, including by a purchase order, unless both Parties agree in writing.

The undersigned is duly authorized by the Authorized Customer to designate the "Authorized Contacts" ("Exhibit C"), who are authorized to take action with respect to the account established with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service, and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Authorized Customer Agreement.



## SIGNATURES

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action to the extent applicable; and (c) the person signing this Agreement on its behalf is duly authorized to bind it to this Agreement.

<b>Customer:</b> <i>Rutherford County Schools</i>		<b>Cellco Partnership d/b/a Verizon Wireless</b>	
Signature:	Date:	Signature:	Date:
Printed Name:		Printed Name:	
Title:		Title:	

## Exhibit A

### DATA PLAN AND EQUIPMENT OFFERING(S)

#### DATA PLAN:

<b>Custom 4G Unlimited Machine-to-Machine Plan – COVID 19 Distance Learning</b>	
Government Liable Subscribers Only on Customer Provided Equipment	
The plan below reflects the monthly access charge and no additional discounts apply.	
Monthly Access Fee	<b>\$15.00</b>
Domestic Data Allowance	Unlimited
<b>NOTE:</b> Coverage includes the Verizon Wireless 4G network. Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event of network congestion data usage on a line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business/educational applications, video applications will stream at 480p. Only 4G LTE devices approved for use on Verizon Wireless' network can be activated on this plan. This plan is available until the Coronavirus (COVID-19) Pandemic National Emergency has been lifted. Customer Provided Equipment is limited to devices purchased directly through an Original Equipment Manufacturer or from Verizon Wireless as the cost designated in the Authorized Customer Agreement.	

Customer will be charged a monthly access of \$15.00 per device, per month, for EQUIPMENT that does not remain in service for a minimum of six (6) months.

#### EQUIPMENT OFFERING(S):

- Verizon 900L/900LS Jetpack or comparable device is available for \$60.00 per device ;
- Verizon 8800L Jetpack or comparable device is available for \$149.99 per device

#### OPTIONAL OFFERING(S):

The following solution exhibits are Optional Offering(s). These solutions are recommended by Verizon to provide filtering, security, and compliance functionalities. Please work directly with your Verizon Account Manager for ordering and implementation.

- **Asavie Moda** is a network-based "all-in-one" web portal security and data management solution that enables organizations to easily and effectively manage security and productivity, along with rich reporting insights on all their mobile devices.

The Asavie Moda solution extends the security provided by the customer's Mobile Device Management platform into the network by delivering real-time visibility, control and security of the data in transit for any mobile device.



Asavie Moda

Government Distance Learning Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

Description	SKU Name	Plan ID	Minimum Order Quantity	Annual	Monthly
'Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual)	1+	\$42.00	\$3.50
		677971 (Monthly)			

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

'Asavie Moda for MPN Gov Customers - **Does** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditions and can be viewed here: <https://support.moda.us.asavie.com/About/eulagreement-government.htm>. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

**Verizon Wireless Private Network (Private Network)** is a comprehensive solution that joins wireless devices to the organization's internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:

Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.

- Controlling which wireless devices can connect to the network.
- Controlling which network resources the wireless devices and machines can access.
- Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.

With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage, speed and reliability of Verizon. We can help organizations make the most of wireless communications to securely and cost-effectively power their networks.



Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA)  
Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]

The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.

**Mobile Broadband and metered data plans or features only**

Configuration	Cost			
Per Account FES Connect Set-Up (One time fee)	\$1500.00			
	Private Network Only	Private Network with DMNR	Private Network with SBA	Static IP Only
Per Account Level Set-Up (One time fee)	Waived	\$250.00	\$250.00	Waived
DMNR or SBA (Per build)	\$250.00 (Adding to existing Private Network Only)			

**Note:** Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited metered data plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to \$1500.00 Connect Fee in certain configurations. Does not include MPLS.

**Static IP:** Fees are per account level (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and metered data plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.

Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.



**Exhibit B**  
**WIRELESS SERVICE ATTACHMENT**

This Wireless Service Attachment to the Agreement (the "Wireless Service Attachment") sets forth additional terms and conditions specific to Wireless Services to be provided by Verizon Wireless to Customer hereunder, and is made part of the Agreement. Any capitalized but undefined terms used in this Wireless Service Attachment shall have the meanings given such terms in the Agreement.

Customer and Verizon Wireless agree that: (i) except to the extent expressly provided otherwise in this Wireless Service Attachment, all of the terms and definitions of the Agreement are applicable to Customer's use of the Wireless Service and are incorporated by reference into this Wireless Service Attachment and into any related exhibit, attachment, or schedule, and (ii) the Parties do not intend to modify the terms and conditions of the Agreement except as applicable to the Wireless Services hereunder.

**1. Definitions:** The definitions in the Authorized Customer Agreement are incorporated herein by reference.

**2. Line Term and Termination**

**2.1. Failure to Pay:** If Customer fails either to make a payment on time or to dispute charges as required under the Agreement, Verizon Wireless may upon notice suspend or terminate Wireless Service to some or all of Customer's M2M Lines or deny any new line activations.

**2.2. Termination of Agreement:** Verizon Wireless may at its sole discretion continue to provide Wireless Service to any M2M Lines still active after the Agreement has been terminated, but Verizon Wireless may remove any custom Products and Services, and other benefits of the Agreement. Any continuation of Wireless Service is subject to the terms and conditions of the Agreement and any Attachments on a month-to-month basis until such Wireless Service is terminated by providing the other Party with 30 days' prior Legal Notice

**3. Rates and Charges:** The rates and charges, the, data (including M2M service) and messaging allowances, and the Wireless Service coverage area for each M2M Line are determined by the Products and Services that Customer selects for each line. Verizon Wireless may offer Customer custom Products and Services, the terms and conditions of which are described in the Agreement. Some Products and Services may have restrictions on the type of Equipment that can be used with them. Unless Customer directs Verizon Wireless to switch the plan or feature, Verizon Wireless will not change the monthly access fees, or the non-promotional voice, data, and messaging allowances during the Line Term. Verizon Wireless may, however with 30 days' prior written notice, change rates, charges and fees, such as charges for options, features, and applications. If a line of Wireless Service is no longer under a Line Term, or if Customer changes or upgrades Equipment, or assumes liability for another line of Wireless Service, Customer will have to change to current Products and Services for that line. It may take us up to 90 days to implement this Agreement.

**4. Equipment**

**4.1. Equipment Purchased from Verizon Wireless:** Customer may purchase Equipment from Verizon Wireless at a discount, subject to the requirements for such discount. Equipment and accessories cannot be purchased at discounted prices for the purpose of resale. Customer must activate any discounted Equipment on Verizon Wireless's network within 30 days of receipt. Inappropriate reselling of discounted Equipment or accessories is considered a breach of the Agreement and this Attachment. Violation of this section may, in the sole discretion of Verizon Wireless, result in the (a) limitation or discontinuance of the sale of Equipment at a discount; (b) termination of M2M Lines; (c) termination of the Agreement upon Legal Notice; (d) charging of the difference between the discounted price Customer paid and the full retail price of the Equipment; and (e) pursuit of such other legal or equitable remedies.

**4.2. Shipping; Risk of Loss; Acceptance:** Title and risk of loss pass to Customer, and acceptance occurs, when Customer receives the Equipment at the address designated on an order. Verizon Wireless may charge Customer for shipping. Verizon Wireless will ship Equipment to Customer within five business days of receipt of an order, subject to availability. Customer may exchange any Equipment or return it for a refund within 30 days from acceptance.

**4.3. Equipment Purchased from Original Equipment Manufacturer (OEM):** Customer may activate Equipment that Customer purchases from OEMs, but that Equipment must be on Verizon Wireless' approved Equipment list when



Customer activates them. OEMs establish their own legal terms for the sale of Equipment, and Verizon Wireless has no control over their charges, terms or return policies. Verizon Wireless is not responsible for any claims related to such OEM Equipment or Customer's use of them. Equipment that Verizon Wireless has not approved may cause transmissions to fail, be blocked or misrouted, may use Wireless Service in a manner Customer does not intend, and may attempt to continue to register on Verizon Wireless's network after termination. Such activities may result in additional charges for which Customer will be responsible.

**4.4. Only Equipment purchased from Verizon Wireless or directly from OEMs may be placed on the Data Plan.**

**4.5. Lost or Stolen Equipment:** If Customer loses Equipment or it is stolen, Customer may request that Verizon Wireless suspend service and billing to the affected M2M Line for up to 30 days. Until a suspension begins, Customer is still responsible for charges. After the suspension ends, service and billing for the line will resume. The time of any suspension will not count toward satisfying the Line Term.

- 5. Wireless Service Availability:** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Equipment that is approved to operate on Verizon Wireless's network. In some areas, Wireless Service may be provided by a third-party roaming carrier. Customer must activate Equipment within the areas served by Verizon Wireless's owned and operated network. Verizon Wireless reserves the right to terminate any M2M Lines that roam permanently on a third-party carrier's network. Customer's lines that are in a fixed location must always be within the areas served by our owned and operated network.
- 6. Use of Wireless Service and Equipment; MTNs; SIMs:** In order to protect Verizon Wireless's network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines, deny activation of new lines or, upon Legal Notice, may terminate the Agreement, if Customer uses the Wireless Service or Equipment (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable Products or Services; or (c) in a manner that has an adverse impact on our network, operations or customers. Customer shall be solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to create, store, transmit or receive PHI. Verizon Wireless will assign one mobile telephone number ("MTN") to each line. Customer can port a MTN to another carrier, but Customer does not have any property right in the MTN. Verizon Wireless may change, reassign or eliminate a MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the Equipment requires a Subscriber Identity Module ("SIM") card provided by Verizon Wireless, Verizon Wireless owns any intellectual property or software on the SIM card at the time of delivery.
- 7. No Reselling or Purchases by Third Parties:** Unless Verizon Wireless agrees in writing, Customer cannot resell the Products and Services, or Wireless Service or bundle the Wireless Service with or embed it into products or services that Customer provides to its own customers or to any third parties. No third party, including Customer's agents, contractors, vendors, distributors, franchisees or contract employees, is permitted to purchase Equipment, Wireless Service, or Products and Services under this Agreement. Verizon Wireless may terminate Customer's M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if Customer violates this section.
- 8. DISCLAIMER OF WARRANTIES:** VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE EQUIPMENT. WITH RESPECT TO VERIZON WIRELESS, CUSTOMER PURCHASES THE EQUIPMENT "AS IS." EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO CUSTOMER BY THE EQUIPMENT MANUFACTURER.



**Exhibit C**  
**AUTHORIZED CONTACTS LIST**

**Customer FEIN Number:** \_\_\_\_\_

**Verizon Wireless Sales Representative Name/Phone/GID:** \_\_\_\_\_

Authorized Contact Name	Authorized Contact Title	Authorized Contact Phone	Authorized Contact Email





**Bill C. Spurlock**  
Director of Schools

## **Rutherford County Board of Education**

2240 Southpark Drive, Murfreesboro, TN 37128 Phone: 615.893.5812 [www.rcschools.net](http://www.rcschools.net)

To: Jennifer Hopkins  
From: Nona Hall  
Subject: Board Agenda  
Date: August 24, 2020

**EXTENDED CONTRACT**— The ESL Department will be conducting an after-school extended day program for Smyrna High School, funded completely by Title III funds. (In the event of school closure, the class will be conducted through distance learning.) Title III funds will provide 2 teacher extended contracts and 1 bilingual educational assistant extended contract. The schedule for the extended school day will run for both semesters: Monday through Wednesday from 3:45 – 6:15. Each extended contract is for approximately \$2,400.

**Recommend Approval** --- motion to approve the Rutherford County Schools Title III funded extended contract for 2 teachers and a bilingual educational assistant for the extended day program.

Director of Schools Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Chairman of Board of Education Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>School Board Meetings</b>	Descriptor Code: <b>1.400</b>	Issued Date: <b>06/05/14</b>
		Rescinds: <b>1.400</b>	Issued: <b>08/09/12</b>

The Board will transact all business at official meetings which may be either regular or special.

Every meeting of the board shall be open to the public, except for those meetings in which the law allows closed sessions.<sup>1</sup> Open meetings will be physically accessible to all students, employees, and interested citizens.<sup>3</sup> In order to ensure all elements of board meetings are open to the public, no board members or Rutherford County Schools support staff in attendance and participating in a board meeting shall utilize a cell phone during the meeting.

The Board may restrict the recording of Board meetings via camera, camcorder or other photographic equipment when such recording creates a threat to public safety and welfare or impedes the conducting of efficient and orderly public meetings.<sup>4</sup>

## SPECIAL MEETINGS

The Board shall hold such special meetings as necessary to transact the business of the Board. Such meetings shall be called by the chair whenever, in the chair's judgment, the interests of the schools require it, or when requested to do so by a majority of the Board.<sup>2</sup>

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

## ELECTRONIC ATTENDANCE<sup>5</sup>

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

### *General Requirements*

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

1. A quorum of the Board must be physically present at the meeting in order for any member to attend electronically.
2. Any member wishing to participate electronically must do so using technology which allows the Chair to visually identify the member.

3. The responsibility for the connection lies with the member wishing to participate electronically. No more than three (3) attempts to connect shall be made, unless the Board chooses to make additional attempts.

#### *Work Related Absence*

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

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

#### *Family Emergency*

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

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

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#### Legal References

1. TCA 8-44-102; TCA 49-6-804(b)
2. TCA 49-2-202(c)(1)
3. 28 CFR § 36.201(a); 36.202
4. OP Tenn. Atty. Gen. 95-126
5. TCA 49-2-203(c)

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#### Cross References

School Board Legal Status and Authority 1.100  
Section 504 & ADA Grievance Procedures 1.802

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term: <b>Testing Programs</b>	Descriptor Code: <b>4.700</b>	Issued Date: <b>09/18/19</b>
		Rescinds: <b>4.700</b>	Issued: <b>08/16/17</b>

## *General*

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

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

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

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

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

### 3 **WEIGHTING TCAP SCORES**

4 **TCAP**<sup>4</sup> and EOC<sup>5</sup> scores shall be included in students' second semester grades as follows:

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

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

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

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

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

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

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

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

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

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

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

- 1 5. The time and manner in which parent(s)/guardian(s) and students will be notified of the results  
2 of the test;  
3  
4 6. How parent(s)/guardian(s) can access the questions and answers on their student’s state-  
5 required tests; and  
6  
7 7. If a board mandated test, how the test complements and enhances student instruction and  
8 learning and how it serves a purpose distinct from state-required tests.
- 9 Testing information shall also be placed in student handbooks or other school publications that are  
10 assessible to parent(s)/guardian(s) on an annual basis.

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#### Legal References

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

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#### Cross References

Student Surveys, Analyses, and Evaluations 6.4001  
Student Records 6.600

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>School Admissions</b>	Descriptor Code: <b>6.203</b>	Issued Date: <b>01/15/09</b>
		Rescinds: <b>5-5/5-67</b>	Issued:

Any student entering school for the first time must present:

1. A birth certificate or officially acceptable evidence of date of birth at the time of registration;<sup>1</sup>
2. Evidence of a current medical examination.<sup>2</sup> There shall be a complete medical examination of every student entering school for the first time. This applies to kindergarten, first grade and other students for whom there is no health record; and
3. Evidence of state-required immunization.<sup>3</sup>

The name used on the records of a student entering school must be the same as that shown on the birth certificate unless evidence is presented that such name has been legally changed through a court as prescribed by law. If the parent does not have or cannot obtain a birth certificate, then the name used on the records of such student will be the same as that shown on documents which are acceptable to the school principal as proof of date of birth.

When enrolling students, all families must complete the Student Residency Questionnaire prior to being provided with an affidavit and/or prior to being denied enrollment for any other requirements for proof of residency to ensure compliance with Board Policy 6.502.

A student may transfer into the school system at any time during the year if his/her parent(s) or legal guardian moves his/her residence into the school system.

Parents, guardians, or legal custodians of students who enter school who have been judged delinquent for an offense involving murder, rape, robbery, kidnapping, aggravated assault or reckless endangerment shall notify the principal by providing the abstract of record required by law or other similar written information. This information shall be shared only with school employees who have responsibility for classroom instruction of the student. Such information is otherwise confidential and shall not be released to others except as required by law. The written notification shall not become a part of the student's record.<sup>4</sup>

## Legal References:

1. TCA 49-6-3008(b)
2. TRR/MS 0520-1-3-.08(2)(a); TCA 49-6-5004(a)
3. TCA 49-6-5001(c)
4. TCA 49-6-3051

# Rutherford County Board of Education

Monitoring:

Review: Annually, in  
March

Descriptor Term:

## **Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation**

Descriptor Code:

**6.304**

Issued Date:

**06/07/18**

Rescinds:

**6.304**

Issued:

**08/16/17**

In order to maintain a safe, civil, and supportive environment in school for students to learn and achieve high academic standards, acts of bullying, cyber-bullying, discrimination, harassment, intimidation, hazing, or any other victimization of students, based on any actual or perceived traits or characteristics, are prohibited.<sup>1</sup>

This policy shall be disseminated annually to all school staff, students, and parent(s)/guardian(s).<sup>2</sup> This policy shall cover employees, employees' behaviors, students, and students' behaviors while on school property, at any school-sponsored activity, on school-provided equipment or transportation, or at any official school bus stop. If the act takes place off of school property or outside of a school-sponsored activity, this policy is in effect if the conduct is directed specifically at a student and has the effect of creating a hostile educational environment or otherwise creating a substantial disruption to the education environment or learning process.

The principal/designee is responsible for educating and training respective staff and students as to the definition and recognition of discrimination/harassment.<sup>3</sup>

The Director of Schools shall develop forms and procedures to ensure compliance with the requirements of this policy and state law.

### **DEFINITIONS<sup>4</sup>**

“Bullying/Intimidation/Harassment” is an act that substantially interferes with a student’s educational benefits, opportunities, or performance, and the act has the effect of:

1. Physically harming a student or damaging a student’s property;
2. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student’s property;
3. Causing emotional distress to a student; or
4. Creating a hostile educational environment.

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

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

“Hazing” is an intentional or reckless act by a student or group of students that is directed against any other student(s) that endangers the mental or physical health or safety of the student(s) or that induces or coerces a student to endanger his/her mental or physical health or safety. Coaches and other employees of the school district shall not encourage, permit, condone, or tolerate hazing activities.<sup>5</sup>

Hazing does not include customary athletic events or similar contests or competitions and is limited to those actions taken and situations created in connection with initiation into or affiliation with any organization.

## COMPLAINTS AND INVESTIGATIONS

Any individual who has knowledge of behaviors that may constitute a violation of this policy shall promptly report such information to the principal/designee.<sup>6</sup>

While reports may be made anonymously, an individual's need for confidentiality shall be balanced with obligations to cooperate with police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough investigation, or to take necessary actions to resolve a complaint. The identity of parties and witnesses may be disclosed in appropriate circumstances to individuals with a need to know.

The principal/designee at each school shall be responsible for investigating and resolving complaints. Once a report is received, the principal/designee shall initiate an investigation within forty-eight (48) hours of receipt of the report. If an investigation is not initiated within forty-eight (48) hours, the principal/designee shall provide the Director of Schools with appropriate documentation detailing the reasons why the investigation was not initiated within the required timeframe.<sup>7</sup> The principal/designee shall immediately notify the parent(s)/guardian(s) when a student is involved in an act of discrimination, harassment, intimidation, bullying, or cyber-bullying. The principal/designee shall provide information on district counseling and support services. Students involved in an act of discrimination, harassment, intimidation, bullying, or cyber-bullying shall be referred to the appropriate school counselor by the principal/designee when deemed necessary.<sup>8</sup>

The principal/designee is responsible for determining whether an alleged act constitutes a violation of this policy, and such act shall be held to violate this policy when it meets one of the following conditions:

1. It places the student in reasonable fear or harm for the student's person or property;
2. It has a substantially detrimental effect on the student's physical or mental health;
3. It has the effect of substantially interfering with the student's academic performance; or
4. It has the effect of substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.



Upon the determination of a violation, the principal/designee shall conduct a prompt, thorough, and complete investigation of each alleged incident. All investigations shall be completed and appropriate intervention taken within twenty (20) calendar days from the receipt of the initial report.<sup>7</sup> If the investigation is not complete or intervention has not taken place within twenty (20) calendar days, the principal/designee shall provide the Director of Schools with appropriate documentation detailing the reasons why the investigation has not been completed or the appropriate intervention has not taken place.<sup>7</sup> Within the parameters of the federal Family Educational Rights and Privacy Act,<sup>9</sup> a written report on the investigation will be delivered to all involved parties and the Director of Schools.

## **RESPONSE AND PREVENTION<sup>10</sup>**

The principal/designee shall consider the nature and circumstances of the incident, the age of the individual, the degree of harm, previous incidences or patterns of behavior, or any other factors, as appropriate, to properly respond to each situation.

A substantiated charge against an employee shall result in disciplinary action up to and including termination. The employee may appeal this decision by contacting the Staff Attorney.

A substantiated charge against a student may result in corrective or disciplinary action up to and including suspension. The student may appeal this decision in accordance with disciplinary policies and procedures.

## **REPORTS**

When a complaint is filed alleging a violation of this policy where there is physical harm or the threat of physical harm to a student or a student's property, the principal/designee of each middle school, junior high school, or high school shall report the findings and any disciplinary actions taken to the Director of Schools and the Chair of the Board.<sup>11</sup>

By July 1st of each year, the Director of Schools/designee shall prepare a report of all of the bullying cases brought to the attention of school officials during the prior academic year. The report shall also indicate how the cases were resolved and/or the reasons they are still pending. This report shall be presented to the Board at its regular July meeting, and it shall be submitted to the state department of education by August 1st.<sup>12</sup>

## **RETALIATION AND FALSE ACCUSATIONS**

Retaliation against any person who reports or assists in any investigation of an act alleged in this policy is prohibited. The consequences and appropriate remedial action for a person who engages in retaliation shall be determined by the principal/designee after consideration of the nature, severity, and circumstances of the act.<sup>13</sup>

False accusations accusing another person of having committed an act prohibited under this policy are prohibited. The consequences and appropriate remedial action for a person found to have falsely accused another may range from positive behavioral interventions up to and including expulsion.<sup>14</sup>

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Legal References

1. TCA 49-6-4503(a), (b)(3)
2. TCA 49-6-4503(b)(11)
3. TCA 49-6-4503(b)(12)
4. TCA 49-5-503(b)(2), (13)
5. TCA 49-2-120
6. TCA 49-6-4503(b)(5)
7. TCA 49-6-4503(b)(6)
8. TCA 49-6-4503(b)(14)
9. 20 USCA § 1232g
10. TCA 49-6-4503(b)(4), (7)-(8)
11. TCA 49-6-4503(d)(3)
12. TCA 49-6-4503(c)(2)(B)
13. TCA 49-6-4503(b)(9)
14. TCA 49-6-4503(b)(10)
15. 20 USCA §§ 1681 to 1686

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Cross References

Appeals to and Appearances Before the Board 1.404  
Section 504 and ADA Grievance Procedures 1.802  
Staff-Student Relations 5.610  
Student Goals 6.100  
Title IX & Sexual Harassment 6.3041  
Student Complaints and Grievances 6.305  
Code of Conduct 6.300  
Child Abuse and Neglect 6.409  
Student Suicide Prevention 6.415

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Alternative Education</b>	Descriptor Code: <b>6.319</b>	Issued Date: <b>06/01/18</b>
		Rescinds: <b>6.319</b>	Issued: <b>01/15/09</b>

## General<sup>1</sup>

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

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

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

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

## ASSIGNMENT

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

1. Level of supervision available;

2. Safety considerations; and

3. Type of infraction.

Students who have committed zero tolerance offenses are not required to be assigned to alternative schools or programs.<sup>4</sup>

Prior to the assignment of the student to the alternative school or program, the Director of Schools/designee shall provide written notice to the student's parent/guardian stating the reason for the student's placement.<sup>5</sup>

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

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

### **REMOVAL<sup>7</sup>**

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

1. He/she violates the rules of the alternative school or program; or
2. He/she is not benefitting from the assignment and all interventions have been exhausted unsuccessfully.

### **ADDITIONAL OFFENSES<sup>8</sup>**

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

### **TRANSITION PLAN<sup>9</sup>**

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

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#### Legal References

1. TCA 49-6-3402(a); Public Acts of 2020, Chapter No. 603; TRR/MS 0520-01-02-.09
2. TRR/MS 0520-01-02-.09(9)(a)
3. Public Acts of 2020, Chapter No. 603
4. Public Acts of 2020, Chapter No. 603; TRR/MS 0520-01-02-.09(6)(a)
5. TRR/MS 0520-01-02-.09(9)(i)
6. TRR/MS 0520-01-02-.09(9)(h)
7. Public Acts of 2020, Chapter No. 603
8. TRR/MS 0520-01-02-.09(9)(g)(2)
9. TRR/MS 0520-01-02-.09(m)

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#### Cross References

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

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Homeless Students</b>	Descriptor Code: <b>6.503</b>	Issued Date: <b>08/16/17</b>
		Rescinds: <b>6.502</b>	Issued: <b>08/13/15</b>

Under federal law, homeless children must have access to an appropriate public education, including preschool, and be given a full opportunity to meet state and local achievement standards. They must be included in state and district-wide assessments and accountability systems.<sup>1</sup>

Information regarding this policy will be included in the Rutherford County Student Handbook which will be distributed and/or available online to all students annually and upon enrollment. Information about the rights of homeless children and youth will be posted in every school in the system as well as other places where homeless children and families receive services.

## A. Definitions

Homeless children and youth means children and youth who are otherwise legally entitled to or eligible for a free public education, including preschool, and who lack a fixed, regular, and adequate nighttime residence, including:

- Children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, campgrounds, or trailer parks due to lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; or awaiting foster care placement.
- Children and youth who have a primary nighttime residence that is a private or public place not designed for or ordinarily used as regular sleeping accommodation for human beings.
- Children and youth who are living in a car, public space, abandoned building, substandard housing, bus or train station, or similar setting.
- Migratory children and youth who are living in a situation described above.

A child or youth shall be considered to be homeless for as long as he or she is in living situation described that is not fixed, regular, and adequate. Eligibility for McKinney-Vento services will be evaluated at the beginning of every school year.

*Unaccompanied youth* means a youth not in the physical custody of a parent or guardian, who is also living in a homeless situation as defined above.

*Enroll and enrollment* mean attending school and participating fully in school activities.

*Parent* means a person having legal or physical custody of a child or youth.

*School of origin* means the school the child or youth attended when permanently housed, or the last school attended. This includes the designated receiving school at the next grade level for all feeder schools when a student completes the final grade level served by the school of origin. Preschools are also considered school of origin when they establish a feeder school pattern.

*Liaison* is the staff person designated by the Rutherford County School System as the person responsible for carrying out the duties assigned to the liaison by the McKinney-Vento Act. The liaison is to assist homeless children and youth to enroll and succeed in school and ensure that homeless children and families receive educational services for which they are eligible, including Head Start and Even Start programs, preschool programs (if offered to other), and referrals to health care, dental, mental health and other appropriate services. Each school shall also designate a person to serve as the homeless contact person who shall assist in carrying out this policy within the school.

## **B. Identification**

In collaboration with school personnel and community organizations, the liaison designated for the school system will identify homeless children in the district, both in and out of school. The liaison will train school personnel on possible indicators of homelessness, sensitivity in identifying homeless families and youth, and procedures for forwarding information indicating homelessness to the liaison. The liaison will also instruct school registrars and secretaries to inquire about possible homelessness upon the enrollment in school. Community partners in identification may include the following: family and youth shelters, soup kitchens, motels, campgrounds, drop-in centers, welfare departments and other social service agencies, street outreach teams, faith-based organizations, truancy and attendance officers, local homeless coalitions, and legal services.

When enrolling students, all families must complete the Student Residency Questionnaire prior to being provided with an affidavit and/or prior to being denied enrollment for any other requirements for proof of residency.

## **C. School Selection**

Each homeless child has the right to remain at his or her school of origin or to attend the school for which the child is zoned based upon where the child is actually living. Maintaining a student in his or her school of origin is important for both the student and our district. Therefore, in determining the school that is in the child's or youth's best interest to attend, school personnel must presume that staying in the school of origin is in the child's or youth's best interest unless it is against the wishes of the parent, guardian, or unaccompanied homeless youth. Student-centered factors must be considered, including factors related to the impact of mobility on the achievement, education, health, and safety of the student. Students may remain at their schools of origin the entire time they are homeless and until the end of any academic year in which they acquire stable housing. The same applies if a child or youth loses his or her housing between academic years.

In determining what is in the child's best interest, the school system will within parameters set forth by the McKinney-Vento Act comply with the request made by a parent or guardian or unaccompanied youth regarding school selection. If a school decides not to allow the child to enroll at the school selected by the parent, guardian, or unaccompanied youth, the school will provide a written explanation of the school's decision to the parent, guardian, or unaccompanied youth. The written explanation must also

inform the parent or guardian of his/her right to appeal the decision. The parent or guardian, or unaccompanied youth shall be referred to the liaison who shall carry out the dispute resolution process.

#### **D. Enrollment**

Consistent, uninterrupted education is vital for academic achievement. Due to the realities of homelessness and mobility, homeless students may not have school enrollment documents readily available. Nonetheless, the school selected for enrollment must immediately enroll any homeless child. Enrollment may not be denied or delayed due to the lack of any document normally required for enrollment, including:

- Proof of residency, including residency affidavit
- Transcripts/school records (The enrolling school must contact the student's previous school to obtain school records. Initial placement of students whose records are not immediately available can be made based on the student's age and information gathered from the student, parent, and previous schools or teachers.)
- Immunizations or immunization/health/medical/physical records. Health records may often be obtained from previous schools or state registries, and school- or community-based clinics can initiate immunizations when needed. Students coming from areas where natural disasters have occurred may never be able to provide immunization records, but it should be assumed that they had the immunizations necessary to attend public school in their state.
- Proof of custody or guardianship
- Birth certificate
- Any other document requirements
- Unpaid school fees
- Lack of uniforms or clothing that conforms to dress codes
- Missing application or enrollment deadlines during any period of homelessness
- Any factor related to the student's living situation

Homeless unaccompanied youth must also be immediately enrolled in school. They must either enroll themselves or be enrolled by a parent, non-parent caretaker, older sibling, or liaison.

The school at which the homeless student enrolls shall immediately contact the last school attended to obtain academic or relevant records. If the child needs immunizations or medical records, the school shall contact the liaison. The liaison shall assist in obtaining immunizations or medical records, as necessary.

#### **E. Transportation**

Without appropriate transportation, a student may not be able to continue attending his or her school of origin. To avoid such forced school transfers, at a parent's, guardian's or unaccompanied youth's request, transportation shall be provided to and from the school of origin for a homeless child. Transportation shall be provided for the entire time the child or youth has a right to attend that school, as defined above, including during pending disputes. The liaison shall request transportation to and from the school of origin for unaccompanied youth.

Schools contacts and the liaison shall assist in arranging transportation requests. If a homeless student is living and attending school in this district, the Rutherford County School System shall arrange transportation. If the homeless student is living in this district but attending school in another, or attending school in this district but living in another, the Rutherford County School System will seek a shared reimbursement of transportation expenses from the other school district or, if applicable, be financially responsible for a portion of the other school district's expenses in transporting the homeless student. Inter-district disputes shall not result in a student in transition missing school. If such a dispute arises, this district will arrange transportation and immediately bring the matter to the attention of the State Coordinator for the Education of Homeless Children and Youth.

Homeless students shall also be provided with other transportation services comparable to those offered to housed students.

#### **F. Services**

All homeless children and youth in Rutherford County schools will be enrolled and receive instruction in the same schools and classrooms as all other students enrolled. They will not be isolated or stigmatized by any activities of the school system. Homeless children shall be provided appropriate services comparable to services offered to other students in the school, including:

- Transportation
- Title I
- Educational services for which the student meets eligibility criteria, including special education and related services and programs for English language learners.
- Vocational and technical education programs
- Gifted and talented programs
- School nutrition programs
- Before and after school care (if offered and available to others)

The Rutherford County School System will follow state procedures to ensure that homeless children and youth who are out of school are identified and accorded equal access to appropriate secondary education and support services. School personnel shall refer homeless children to appropriate health care services, including dental and mental health services. The liaison will assist the school in making such referrals, as necessary.



1 The liaison and school personnel must inform unaccompanied homeless youth of their status as  
2 independent students for college financial aid and that they may obtain assistance to receive verification  
3 for the FASFA.

4 School personnel must also inform parents of all educational and related opportunities available to their  
5 children and provide parents with meaningful opportunities to participate in their children's education.  
6 All parent information required by any provision of this policy must be provided in a form, manner, and  
7 language understandable to each parent.

## 8 **G. Disputes**

9 If a dispute arises over any issue covered in this policy, including eligibility, the homeless student shall  
10 be immediately admitted to the school in which enrollment is sought, pending final resolution of the  
11 dispute. The student shall also have the right to all appropriate educational services, transportation, and  
12 school nutrition programs.

13 The school where the dispute arises shall provide the parent, guardian, or unaccompanied youth with a  
14 written explanation of its decision and the right to appeal and shall immediately refer the parent or youth  
15 to the liaison. The liaison shall ensure the student is enrolled in the school of his or her choice, within  
16 the parameters of the McKinney-Vento Act, and receiving other services to which he or she is entitled  
17 and shall resolve the dispute as expeditiously as possible. The parent, guardian, or unaccompanied youth  
18 shall be given every opportunity to participate meaningfully in the resolution of the dispute. The liaison  
19 shall keep records of all disputes in order to determine whether particular issues or schools are repeatedly  
20 delaying or denying the enrollment of children and youth in transition.

21 The parent, guardian or unaccompanied youth, or school district may appeal the liaison's decision as  
22 provided in the state's dispute resolution process.

## 23 **H. Free Meals**

24 To help ensure that children and youth in transition are available for learning, the U.S. Department of  
25 Agriculture has determined that all homeless children are automatically eligible for free meals. On the  
26 day a homeless child enrolls in school, the enrolling school must submit the student's name to the food  
27 services office.

## 28 **I. Title I**

29 Homeless children are automatically eligible for comparable Title I services, regardless of what school  
30 they attend. The Rutherford County School System shall reserve such funds as are necessary to provide  
31 services comparable to those provided to Title I student to homeless children attending non-participating  
32 schools. The amount reserved shall be determined by a formula based upon the per-pupil Title I  
33 expenditure and developed jointly with the liaison and the Title I director. Reserved funds will be used  
34 to provide education-related support services to homeless children.

35 Our district's Title I plan will be coordinated with our McKinney-Vento services, through collaboration  
36 between the Title I director and the liaison. Homeless children shall be assessed, reported on, and  
37 included in accountability systems, as required by federal law and U.S. Department of Education  
38 regulations and guidance.

**J. Training**

The school system liaison will conduct training and awareness activities for the appropriate school system employees. The training and activities will be designed to increase staff awareness of homelessness, facilitate identification and immediate enrollment, ensure compliance with this policy, and increase sensitivity to homeless children and youth. The liaison shall also obtain from every school the name and contact information of a building contact person for homeless education. The building-level contact will lead and coordinate their schools' compliance with this policy and the McKinney-Vento Act, and will receive training from the district liaison at least annually.

**K Coordination**

The Rutherford County School System and its liaison shall coordinate with and seek support from the State Coordinator for the Education of Homeless Children, local social service agencies and other agencies or programs providing services to homeless children and families in order to eliminate barriers to the identification, enrollment, attendance and academic success of homeless children and youth.

**L Pre-school**

Homeless children between the ages three (3) and five (5) before August 15 who also have disabilities will be referred for pre-school services under the Individuals with Disabilities Education Act (IDEA). Homeless children with disabilities under age three (3) will be referred for at-risk services under Part C of IDEA and screened to determine if referrals for additional Part C services are appropriate. The liaison will collaborate with Head Start and Even Start programs and other pre-school programs within the district to ensure that children in transition can access those programs.

**M. Privacy**

Schools must treat information about a homeless child's or youth's living situation as a student education record, subject to all the protections of the Family Educational Rights and Privacy Act (FERPA).

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**Legal References**

1. McKinney-Vento Education Assistance Improvements Act of 2001, Part C, § 721

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**Cross References**

Student Transportation 3.400  
Parental Involvement 4.502  
Promotion and Retention 4.603  
School Admissions 6.203  
Migrant Students 6.504

# Rutherford County Board of Education

Monitoring:  Review: Annually, in September	Descriptor Term:  <b>Threat Assessment Team</b>	Descriptor Code: <b>3.204</b>	Issued Date:
		Rescinds:	Issued:

## 1 General<sup>1</sup>

2 A District-level threat assessment team shall be created within the school district to develop District-  
3 wide intervention-based approaches to prevent violence, manage reports of potential threats, and create  
4 a system that fosters a safe, supportive, and effective school environment. The Director of Schools  
5 shall appoint the members of the threat assessment team.

6 The Director of Schools shall develop administrative procedures regarding the training and operations  
7 of the team to comply with state law and State Board of Education rules and regulations.

## 8 TEAM MEETINGS

9 All threat assessment team meetings shall be closed to the public.<sup>2</sup>

## 10 RECORDKEEPING<sup>3</sup>

11 The team shall document all substantive behaviors and incidents deemed to pose a risk to school  
12 safety, or that resulted in intervention, and shall provide the information to the Director of Schools as  
13 needed but no less than on a quarterly basis.

14 A report of the activities of the threat assessment team will be compiled and shared with the Board on  
15 a quarterly basis.

16 Documents produced or obtained regarding these assessment activities will not be open for public  
17 inspection.

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### Legal References

1. TCA 49-6-2701 *et seq.*
2. TCA 49-6-2701(f)
3. TCA 49-6-2702(g); TCA 49-6-2702

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### Cross References

School District Records 1.407  
Safety 3.201  
Security 3.205  
Student Records 6.600

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term:  <b>Enrollment in College Level Courses</b>	Descriptor Code: <b>4.205</b>	Issued Date:
		Rescinds:	Issued:

## 1 *General*

2 Students who successfully complete college level courses aligned to a graduation requirement course  
3 shall receive high school credit.<sup>1</sup>

4 These courses may be offered at the high school,<sup>2</sup> postsecondary institution, or online. If not offered on  
5 the high school campus, the Board shall not be responsible for transportation. Any tuition or fees due to  
6 enrollment in college level courses are the responsibility of the parent(s)/guardian(s).

7 Grades earned in such college level courses shall be used to determine class rank, grade point average,  
8 and class valedictorian or salutatorian.

## 9 **DUAL ENROLLMENT**

10 Students may earn credit by enrolling in a postsecondary institution and taking college level courses.  
11 Students who take and pass dual enrollment courses at a postsecondary institution shall have their  
12 postsecondary credits accepted for high school credit as a substitution for an aligned graduation  
13 requirement course.<sup>3</sup>

### Legal References

1. TRR/MS 0520-01-03-.03(8)
2. TRR/MS 0520-01-03-.03(8)(b)
3. TRR/MS 0520-01-03-.03(8)(a)

**CONTRACT TO AUDIT ACCOUNTS  
OF  
Rutherford County Schools - Internal School Funds**

**FROM July 01, 2020 TO June 30, 2021**

This agreement made this 19th day of August 2020, by and between Matlock Clements, PC, 270 Glenis Drive, Suite A, Murfreesboro, TN 37129, hereinafter referred to as the "auditor" and Rutherford County Schools - Internal School Funds, of 2240 Southpark Boulevard, Murfreesboro, TN 37128, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2020, and ending June 30, 2021 with the exceptions listed below:

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity, (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Section 9-3-407, *Tennessee Code Annotated* and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file one (1) electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish 12 printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to October 31, 2021, but in no case, shall be filed later than six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30.) Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the

office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) of a county government that is audited by the Division of Local Government Audit (LGA). Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular related parties in the notes to the financial statements, and material misstatement findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at [www.comptroller.tn.gov](http://www.comptroller.tn.gov). As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis related parties not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions) This is an audit of the internal school funds and USDA limited cafeteria procedures, as outlined in the Tennessee Internal School Uniform Accounting Policy Manual.

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: \$62,908.00) or (Estimated gross fee:)

(If not a fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set

forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

11. As the authorized representative of the firm, I do hereby affirm that:


- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

**Matlock Clements, PC**

Audit firm

 **Andy Matlock, CPA**

By \_\_\_\_\_

Signature

Title/Position: **Audit Manager**

E-mail address: **eric@matlockclements.com**

Date: **August 19, 2020**

Governmental Unit or Organization

By \_\_\_\_\_

Signature

Title/Position: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by the Comptroller of the Treasury, State of Tennessee**

For the Comptroller:

By

Date:

Fund 141 - General Purpose School				Amended Budget	Disproportionality		Amended Budget
Function	Object		2021 Budget		Decreases	Increases	
34555		Restricted for Education	423,023	423,023	-	726,115	1,149,138
39000		Unassigned Fund Balance	43,394,902	42,644,902			42,644,902
49800		Operating Transfers	150,000	150,000		1,296,522	1,446,522
<b>Total Revenue &amp; Operating Transfers</b>			<b>406,690,054</b>	<b>407,440,054</b>	<b>-</b>	<b>1,296,522</b>	<b>408,736,576</b>
				Amended Budget			Amended Budget
Function	Object		2021 Budget		Increases	Decreases	
72130	124	School Psychologists	133,691	133,691	66,500		200,191
72130	163	Educational assistants-at Risk	40,148	40,148	101,250		141,398
72130	171	Teachers S & L	-	-	67,500		67,500
72130	201	Social Security	534,264	530,133	14,586		544,719
72130	204	State Retirement	823,797	817,028	24,160		841,188
72130	207	Medical Insurance	1,414,148	1,400,148	148,000		1,548,148
72130	212	Employer Medicare	125,391	124,425	3,411		127,836
<b>72130 Total</b>			<b>12,626,430</b>	<b>12,533,939</b>	<b>425,407</b>	<b>-</b>	<b>12,959,346</b>
72210	471	Software	-	-	145,000		145,000
<b>72210 Total</b>			<b>10,573,872</b>	<b>10,666,363</b>	<b>145,000</b>	<b>-</b>	<b>10,811,363</b>
<b>Grand Total</b>			<b>421,721,569</b>	<b>423,221,569</b>	<b>570,407</b>	<b>-</b>	<b>423,791,976</b>
			421,721,569				
			-	423,221,569			423,791,976



This amendment budgets for additional funding as approved in the CCEIS program's plan with the State Department of Education to continue to address disproportionality in discipline issues identified in a prior year. Funding for these current expenditures are from 100% federal IDEA grant funds that are being transferred from the School Federal Projects Fund									
<b>Recommended Motion:</b> To approve the budget amendment for additional CCEIS program funding as approved by the Rutherford County School Board and State Department of Education as presented.									
Approved by Rutherford County Board of Education 09/03/2020									
Bill C. Spurlock, Director of Schools					Jim Estes, Chairman				

Capital Projects FY 20-21 - Fund 177		Identified	Original	Amend #1	Amended	Amend #2	Amended
9/3/2020		Capital Improve	Budget	DMA sewer	Budget	restrooms/camera	Budget
		Needs	FY 2020-21		FY 2020-21		FY 2020-21
Major HVAC							
	Barfield Elementary	\$1,200,000.00					
	Blackman High	\$425,000.00					
	Blackman Elementary	\$1,000,000.00					
	Central Magnet- Balance to Complete	\$1,500,000.00	\$ 1,500,000.00		\$ 1,500,000.00		\$ 1,500,000.00
	Cedar Grove Elementary	\$1,200,000.00					
	Christiana Middle	\$1,500,000.00					
	Daniel McKee	\$350,000.00					
	David Youree	\$350,000.00					
	Eagleville	\$2,680,000.00					
	Holloway	\$550,000.00					
	John Coleman	\$350,000.00					
	Kittrell	\$1,200,000.00					
	Lascassas	\$1,315,000.00					
	Laverne High Field House	\$150,000.00					
	Laverne High Addition	\$1,000,000.00					
	OHS M Bldg	\$150,000.00					
	Rockvale Elementary	\$1,200,000.00					
	Rock Springs Elementary	\$1,200,000.00					
	Rock Springs Middle	\$1,315,000.00					
	Roy Waldron	\$2,000,000.00					
	Siegel Middle	\$1,500,000.00					
	Smyrna Elementary	\$1,500,000.00					
	Smyrna High	\$1,000,000.00					
	Stewartsboro	\$1,200,000.00					
	Thurman Francis Annex	\$300,000.00					
	Wilson Elementary	\$1,000,000.00					
	Central Office	\$350,000.00					
	Portables 30 @ \$6,500.00	\$195,000.00					
	TOTAL		\$27,680,000.00				
Bleachers and Seats							
	Siegel High Gym Bleacher repairs						
	Bleacher/Stadium	\$400,000.00					
	RHS-Gym	\$200,000.00					
	OHS-Gym	\$200,000.00					
	SHS-Gym	\$310,000.00					
	Stewartsboro Gym	\$20,000.00					
	Eagleville Main Gym	\$35,000.00					
	LHS-Gym	\$285,000.00					
	LHS-Baseball	\$75,000.00					
	McLadden Exterior	\$25,000.00					
	Blackman High Auditorium	\$145,000.00					
	Blackman Middle Auditorium	\$50,000.00					
	Smyrna Primary	\$33,000.00					
	TOTAL		\$1,778,000.00				
Gym Floors							
	TFAA	\$21,000.00					
	Laverne Aux Gym	\$18,000.00					
	Siegel High Aux Gym	\$18,000.00					
	TOTAL		\$57,000.00				
HVAC Controls							
	BAS Graphic Interface	\$60,000.00					
	TOTAL		\$60,000.00				
Misc Items							
	Walter Hill Fence	\$35,000.00					
	SMS Soccer fence	\$35,000.00	\$ 35,000.00		\$ 35,000.00		\$ 35,000.00
	McLadden Walls- Tuck Point	\$150,000.00					

Capital Projects FY 20-21 - Fund 177		Identified	Original	Amend #1	Amended	Amend #2	Amended
8/3/2020		Capital Improve	Budget	DMA sewer	Budget	restrooms/camera	Budget
		Needs	FY 2020-21		FY 2020-21		FY 2020-21
Lifts for High Schools ( 6 x \$12,000 )		\$72,000.00					
Skid Steer w/ tracks		\$45,000.00					
Maintenance Vehicles 6 service trucks		\$240,000.00	\$ 80,000.00		\$ 80,000.00		\$ 80,000.00
Bucket Truck		\$125,000.00					
New Lift Truck		\$75,000.00	\$ 75,000.00		\$ 75,000.00		\$ 75,000.00
Maintenance Gas pump replacement		\$55,000.00	\$ 55,000.00		\$ 55,000.00		\$ 55,000.00
Additional Portable for growth		\$102,554.00	\$ 102,554.00		\$ 102,554.00		\$ 102,554.00
High School Shop Doors (14@ \$3,000)		\$50,000.00					
High School Shop Air		\$112,000.00					
Digital Copy School Plans		\$75,000.00					
Maintenance large Tools		\$50,000.00	\$ 25,000.00		\$ 25,000.00		\$ 25,000.00
Plumbing Sewer Camera		\$20,000.00	\$ 20,000.00		\$ 20,000.00		\$ 20,000.00
Servet Expansion CD		\$750,000.00					
Secondary Backup Server		\$2,000,000.00	\$ 500,000.00		\$ 500,000.00	(430,000.00)	\$ 70,000.00
Daniel McKee Sewer Tie-In Project		\$0.00	\$ -	\$ 125,800.00	\$ 125,800.00		\$ 125,800.00
Portable Replacement (\$65,000.00 ea )		\$1,300,000.00					
	TOTAL		\$5,293,554.00				
Paving/Seal Coating/Striping							
Buchanan Elementary		\$65,000.00					
Buchanan Middle		\$100,000.00					
Siegel High Seal Coat		\$85,000.00					
Red Hawk Parkway Repairs		\$25,000.00	\$ 25,000.00		\$ 25,000.00		\$ 25,000.00
Central Magnet Front Lot- Floods		\$125,000.00					
David Youree Rear Bus drive		\$25,000.00	\$ 25,000.00		\$ 25,000.00		\$ 25,000.00
OHS		\$800,000.00					
RHS		\$800,000.00					
Rockvale Middle		\$100,000.00	\$ 100,000.00		\$ 100,000.00		\$ 100,000.00
Whitworth Buchanan		\$50,000.00	\$ 50,000.00		\$ 50,000.00		\$ 50,000.00
	TOTAL		\$2,175,000.00				
Major Roofing							
Blackman High		\$475,000.00	\$ 475,000.00		\$ 475,000.00		\$ 475,000.00
Blackman Elementary		\$1,000,000.00					
Maitline Flashing-Multiple schools		\$300,000.00	\$ 300,000.00		\$ 300,000.00		\$ 300,000.00
Christians Middle		\$1,500,000.00					
Daniel McKee		\$100,000.00					
David Youree		\$350,000.00					
Eagleville Gym		\$425,000.00					
Holloway		\$550,000.00					
John Coleman annex		\$450,000.00	\$ 250,000.00		\$ 250,000.00		\$ 250,000.00
Laverne High		\$1,600,000.00					
Laverne High Field House		\$25,000.00	\$ 25,000.00		\$ 25,000.00		\$ 25,000.00
Laverne Middle		\$1,250,000.00					
McLadden		\$75,000.00					
Rock Springs Middle		\$1,500,000.00					
Roy Waldron		\$800,000.00					
Siegel High		\$600,000.00					
Smyrna Elementary		\$250,000.00	\$ 250,000.00		\$ 250,000.00		\$ 250,000.00
Smyrna High		\$2,000,000.00					
Smyrna West		\$125,000.00					
Thurman Francis		\$300,000.00					
Walter Hill		\$700,000.00					
Wilson Elementary		\$1,000,000.00					
Maintenance/Adult Ed		\$300,000.00					
Portable 20@\$10,000.00 each		\$200,000.00					
	TOTAL		\$15,875,000.00				
Major Plumbing Components							
Buchanan Sewer System		\$1,500,000.00	\$ 1,500,000.00		\$ 1,500,000.00		\$ 1,500,000.00
Central Magnet Water Line Replacement		\$500,000.00					
Central Magnet Exterior BLDG water		\$30,000.00					
John Coleman Annex		\$200,000.00					
SHS Irrigation		\$100,000.00					
LHS Irrigation		\$100,000.00					
RHS Irrigation		\$100,000.00					

Capital Projects FY 20-21 - Fund 177		Identified	Original	Amend #1	Amended	Amend #2	Amended
9/3/2020		Capital Improve	Budget	DMA sewer	Budget	restrooms/camera	Budget
		Needs	FY 2020-21		FY 2020-21		FY 2020-21
OHS Irrigation		\$75,000.00					
BHS Irrigation		\$50,000.00					
Siegel Irrigation		\$25,000.00					
Eagleville Irrigation		\$50,000.00					
	TOTAL		\$2,730,000.00				
Renovation-Repurpose Projects							
Central Office Relocation/Renovation		\$750,000.00	\$ 150,000.00		\$ 150,000.00		\$ 150,000.00
Central Magnet Locker/Restrooms		\$75,000.00	\$ 35,000.00		\$ 35,000.00		\$ 35,000.00
Stewartsboro Library and Gym		\$30,000.00					
Blackman Middle Library		\$25,000.00					
Siegel Middle Library		\$25,000.00					
SCHS Pond Pumps		\$40,000.00					
Siegel High Library carpet		\$35,000.00					
Smyrna High library		\$35,000.00					
John Coleman Annex Cafeteria floor		\$35,000.00					
Teacher Center		\$150,000.00					
	TOTAL		\$1,160,000.00				
Life Safety-Security							
Camera Program/DVR		\$3,000,000.00	\$		\$ 75,000.00	75,000.00	\$ 150,000.00
Access Controls-Keying		\$250,000.00					
Door Camera Upgrade (17 locations)		\$30,000.00	\$ 30,000.00		\$ 30,000.00		\$ 30,000.00
SHS Fire Sprinkler issue		\$150,000.00					
Test all Fire Dampers		\$105,000.00					
ReKey to Primus-Door Replacement							
Barfield		\$45,000.00					
Blackman Elementary		\$45,000.00					
Blackman High		\$65,000.00					
Blackman Middle		\$175,000.00					
Buchanan Elementary		\$45,000.00					
Cedar Grove		\$45,000.00					
Central Magnet		\$90,000.00					
Christiana Elementary		\$45,000.00					
Christiana Middle		\$85,000.00					
Daniel McKee		\$25,000.00					
David Youree		\$45,000.00					
Eagleville		\$75,000.00					
Holloway		\$35,000.00					
John Coleman Annex		\$35,000.00					
Kitrell		\$40,000.00					
Lascassas		\$40,000.00					
LHS		\$50,000.00					
Lavergne Middle		\$100,000.00					
Lavergne Primary		\$30,000.00					
McFadden		\$65,000.00					
OHS		\$65,000.00					
RHS		\$125,000.00					
Rock Springs Elementary		\$30,000.00					
Rock Springs Middle		\$45,000.00					
Rockvale Elementary		\$45,000.00					
Roy Waldren		\$30,000.00					
Siegel High		\$50,000.00					
Siegel Middle		\$100,000.00					
Smyrna Elementary		\$35,000.00					
SHS		\$75,000.00					
Smyrna Middle Original		\$45,000.00					
Smyrna Primary		\$45,000.00					
Smyrna West		\$25,000.00					
Stewarts Creek Elem		\$50,000.00					
Stewarts Creek Middle		\$55,000.00					
Stewartsboro		\$45,000.00					
Thurman Francis		\$45,000.00					
Walter Hill		\$45,000.00					
Wilson Elementary		\$95,000.00	\$ 315,512.00		\$ 240,512.00	(75,000.00)	\$ 165,512.00

Capital Projects FY 20-21 - Fund 177		Identified		Original	Amend #1	Amended	Amend #2	Amended
9/3/2020		Capital Improve		Budget	DMA sewer	Budget	restrooms/camera	Budget
		Needs		FY 2020-21		FY 2020-21		FY 2020-21
	TOTAL		\$5,715,000.00					
Restroom Restoration								
		\$175,000.00						
		\$250,000.00						
		\$250,000.00						
		\$50,000.00						
		\$175,000.00						
		\$50,000.00						
		\$175,000.00						
		\$75,000.00						
		\$150,000.00						
	TOTAL		\$1,350,000.00			\$ 430,000.00	430,000.00	\$ 860,000.00
Canopies-Walkways								
		\$40,000.00						
		\$20,000.00						
		\$60,000.00						
		\$50,000.00						
	TOTAL		\$170,000.00					
Playgrounds								
		\$300,000.00						
		\$270,000.00						
		\$270,000.00						
		\$270,000.00						
		\$270,000.00						
	TOTAL		\$1,380,000.00					
LED Lighting			\$16,500,000.00					
could be a 4 year project 55.5 million each year								
2020-2021 School request			\$2,939,960.00	\$ 1,400,000.00		\$ 1,400,000.00		\$ 1,400,000.00
TOTAL			\$84,861,514.00	\$ 7,323,066.00	\$ 125,800.00	\$ 7,878,866.00	\$ -	\$ 7,878,866.00