

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

**December 17, 2020
5:00 P.M.**

AGENDA

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

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

5. APPROVAL OF CONSENT AGENDA (TAB 1)

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

B. Community Use of Facilities

C. Routine Bids:

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

Request to Purchase:

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

Request to Purchase:

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

To be funded from Capital Projects and Maintenance Department.

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

To be funded from the Maintenance Department.

Request to Purchase:

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

To be funded through Christiana Middle School.

Request to Purchase:

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

D. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Barry Wortman	NTE \$2,000.00	Blackman High School	School Funds- Boys Basketball	Individual Camp
Jay Windham	NTE \$3,500.00	Central Magnet	School Funds- HS Cross Country	Assistant Cross-Country Coach
Marcus Bryson	NTE \$1,000.00	Oakland High School	School Funds- Wrestling	Assistant Wrestling Coach
Forrest Freeman	NTE \$650.00	Oakland High School	School Funds- Boys Basketball	Bookkeeper at games
Justin Stanford	NTE \$1,400.00	Oakland High School	School Funds- Football	Lead Gate Worker
Mitzi Wilson *6	NTE \$1,060.00	Oakland High School	School Funds- Football	Bus Driver
Dean Kevin Wright *4	NTE \$200.00	Oakland High School	School Funds- Football	Bus Driver + Announcer for Football (Total approved is now \$2,100)
Stephanie Curfman	NTE \$3,000.00	Riverdale High School	School Funds- Cross Country	Assistant Cross-Country Coach
Tiffany Phillips	NTE \$1,500.00	Riverdale High School	Football Boosters	Football uniform cleaning
Seth Gregory *1	NTE \$49.00	Rock Springs Middle	School Funds- Chorus	Piano Accompaniment
Joshua Carroll	NTE \$2,000.00	Siegel High School	School Funds- Cross Country	Assistant Cross-Country Coach

Henry Fields	NTE \$1,500.00	Siegel High School	School Funds- Baseball	Off season filed maintenance
Katherine Smith	NTE \$2,000.00	Siegel High School	School funds- Girls Soccer	Assistant Girls Soccer Coach
Christopher Bissinger	NTE \$4,500.00	Stewarts Creek High School	School funds- General Athletics + Football	Film management, set up, uploading, and editing at all Athletic events
Ryan Bridges	NTE \$2,500.00	Stewarts Creek High School	School Funds- Football	Mowing
Dean Kevin Wright *1	NTE \$210.00	Stewarts Creek High School	School Funds- Girls Basketball	Announcer for Tournament

**Unless listed as an hourly rate

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

E. Non-Faculty Volunteer Coaches:

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

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

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

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

6. RECOGNITION

Oakland High School Football

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

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

Trey Turk – Oakland High School

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

Raymond Banner – LaVergne High School

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

Upton Bellenfant – Stewarts Creek High School

Eagle Scout Award

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

Taylor Bell – Rockvale High School

Lindsay Parker – Central Magnet School

Morgan Phillips – Eagleville

Mackenzie Neal – Stewarts Creek High School

7. SPOTLIGHT ON EDUCATION

In Recognition of Rutherford County Schools music students earning All-County, Mid-State and Honor Ensemble honors

8. VISITORS

9. RAPID TESTING PILOT-VOLUNTARY PILOT PROGRAM FOR STAFF

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

Recommended Approval---motion to approve partnering with the Tennessee Department of Health to pilot rapid testing for staff only.

10. IMAGINE READING (TAB 2)

The ESL Department is requesting approval to enter into a purchase contract with Imagine Learning for their Imagine Reading program. Imagine Reading is a research-based literacy curriculum that includes an online component designed to help students develop and strengthen language and literacy skills necessary to fully participate in academic settings and prepare for college and career readiness. The purchase

agreement (contract) is for the 2021-2022 school year for the amount of \$37,500.00 and will be funded through Title III funds.

Recommended Approval---motion to approve the purchase of Imagine Reading for \$37,500 through Title III funds for the 2021-2022 school year as presented.

11. CURRICULUM AND INSTRUCTION (TAB 3)

The Curriculum and Instruction Department is requesting to purchase *Learning Without Tears* as the resource for the requirement to teach cursive writing in elementary school (T.C.A. 49-6-1034). Our instructional team believes that the proposed resource offers more material for teacher/student use compared to our current offering. Additionally, the program includes a keyboarding component for use in K-5. The total cost for the handwriting/keyboarding resources would be \$80,683.40. This is a savings of \$24,984.50 from what we are currently using and includes keyboarding. The cost for this purchase has already been budgeted for the 20-21 school year in the textbook line item.

Recommended Approval---motion to approve the purchase of *Learning Without Tears* as a resource in teaching cursive writing and keyboarding in our K-5 schools at a cost of \$80,683.40 as presented.

12. CURRICULUM AND INSTUCTION: ASSESSMENT AND DISTRICT BENCHMARK UPDATE (For Information Only)

13. LEGAL (TAB 4)

1. POLICY COMMITTEE RECOMMENDATIONS

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

a. Policy 1.803: Tobacco and Vape-Free Schools

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

b. Policy 3.400: Student Transportation management*

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

c. Policy 4.400: Textbook and Instructional Materials

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

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

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

e. Policy 5.302: Sick Leave

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

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

Removed duplicative language found in Policy 5.305.

g. Policy 6.200: Attendance

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

h. Policy 6.303: Interrogations and Searches

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

i. Policy 6.402: Physical Examinations and Immunizations

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

j. Policy 6.411: Student Wellness

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

k. Policy 6.503: Homeless Students

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

l. Policy 4.209: Alternative Credit Options

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

m. Policy 4.6051: Substitutions for PE Credit

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

n. Policy 5.3031: Leave for Religious Observance

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

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

2. DISCIPLINARY HEARING APPEAL

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

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

Recommended Approval---For the Board to initiate a motion in line with one of the above options.

14. FACILITIES (TAB 5)

1. Rocky Fork Middle Baseball Request:

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

Recommended Approval---motion to approve the RFM Baseball teams request to install a concrete block backstop and concrete as presented

2. Daniel-McKee Sewer Easement Agreement:

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

Recommended Approval---motion to approve the Sewer Easement Agreement with MWSD for Daniel-McKee Sewer connection as presented.

3. Rock Springs Elementary Annex Final Change Order:

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

Recommended Approval---motion to approve Change Order #1 for Rock Springs Elementary Annex for a deduct of \$95,853.27 as presented.

4. Sam Davis Board of Directors Dam Removal Request:

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

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

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

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

6. LaVergne Middle Update:

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

7. Plainview Elementary and Site Update:

Building Construction

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

Site Work

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

15. FINANCIAL MATTERS (TAB 6)

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

This amendment is to budget for additional instructional technology and special education contract services that are necessary to maintain the delivery of instruction to our students during the ongoing COVID-19 Pandemic. Expenditures include \$1,588,600 for 4,700 additional student laptops for RCS distance learners, \$354,000 for additional content filter technology for online learning platforms and \$353,141 additional costs to deliver contracted therapy and distance learning services to our higher need special education students.

Funding for these additional costs are derived from a \$814,607 Federal Remote Learning Technology Grant, \$353,141 in Federal IDEA High Cost Reimbursement Funds and \$688,795 of growth textbook budgeted funds. It should be noted that all local funding that is being utilized in this budget amendment will be in the second request to FEMA in a COVID-19 disaster grant program reimbursement request.

Recommended Approval--motion to approve this budget amendment for additional instructional technology incurred from the COVID-19 pandemic and high need SPED contracted services costs as presented.

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

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

Recommended Approval--motion to approve to decrease unassigned fund balance by \$1,590,629 to set aside funds and budget for start-up operating costs at the new Plainview Elementary School as presented.

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

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

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

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

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

Recommended Approval---motion to approve the proposed addendum to the Substitute Teacher Contract with Hire Thinking, Inc. d/b/a Advantage XP with a goal to increase the current fill rate of substitute teachers as presented.

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

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

Recommended Approval---motion to approve to declare surplus and donate the remainder of 9,078 ½ pint cartons of milk to Nourish Food Bank after all RCS students have been served. Monetary value of milk is \$2,213.16.

16. INSURANCE UPDATE

17. DIRECTORS UPDATE

18. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

19. FEDERAL RELATIONS NETWORK (FRN) UPDATE

20. GENERAL DISCUSSION

21. ADJOURNMENT

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

Minutes of November 5, 2020

Board Members Present

Coy Young, Board Chairman

Tiffany Johnson, Vice-Chairman

Jim Estes

Claire Maxwell

Shelia Bratton

Lisa Moore

Tammy Sharp

Bill C. Spurlock, Director of Schools

1. CALL TO ORDER

The Board Chairman called the meeting to order at 5:00 P.M. The Chairman, Coy Young, led the Pledge of Allegiance.

2. MOMENT OF SILENCE

The Board Chair called for a moment of silence and asked that the families, students and faculty of Nate Isbell, a Rock Springs Middle School student and Christopher Bell, a Stewarts Creek High School student be remembered in thought and prayer.

3. APPROVAL OF AGENDA

Motion made by Mr. Estes, seconded by Mrs. Bratton, to approve the agenda as presented.

Vote: All Yes

4. APPROVAL OF CONSENT AGENDA

A. Minutes: October 22, 2020 Board Meeting

B. Community Use of Facilities

C. Title II Contracts:

Making Learning Epic: Teaching with the Power of Story – Christiana Middle School

D. Routine Bids:

Bid #3493 – Athletic Training Supplies

Bid #3494 – Asbestos Abatement

Bid #3495 – 100% Make Up Air Heater (LaVergne and Smyrna High)

Bid #3496 – Sanitary Sewer Upgrade

E. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Brydon Groves-Scott	NTE \$1,815.00	Blackman Middle School	School Funds-Track	Assistant Track Coach
Shawn Lee	NTE \$600.00	Blackman Middle School	School Funds-Boys + Girls Basketball	Scorekeeper for Basketball
Charlie Miller	NTE \$600.00	Blackman Middle School	School Funds-Boys + Girls Basketball	Clock Operator for Basketball
Barry Wortman	NTE \$2,000.00	Blackman High School	School Funds-Boys Basketball	Individual Camp
Marissa Williams	NTE \$1,500.00	Oakland High School	School Funds – Boys + Girls Soccer	Goalkeeper trainer for soccer
Devin Drake	NTE \$2,000.00	Oakland Middle School	Outside Group – Alliance Volleyball	Site Supervisor
Derek Fugua	NTE \$2,000.00	Riverdale High School	School Funds – Track	Assistant Track Coach
Steve McClanahan	NTE \$3,500.00	Riverdale High School	Quarterback Club	Summer Field Maintenance
Joshua Pelchat	NTE \$3,000.00	Riverdale High School	Quarterback Club	Field Maintenance
Bryan Staats *6	NTE \$3,000.00	Riverdale High School	School Funds-Variou s	Bus Driver
Kevin Woodson *6	NTE \$3,000.00	Riverdale High School	School Funds-Variou s	Bus Driver
Samantha Drown	NTE \$500.00	Rockvale High School	School Funds-Volleyball	Assistant Volleyball Coach
Chris Lowry	NTE \$3,300.00	Rockvale High School	School Funds-Band	Write music for the marching band
Bryan Weakley	NTE \$500.00	Rockvale High School	School Funds-Volleyball	Assistant Volleyball Coach
Andy Bartsch	NTE \$800.00	Smyrna High School	School Funds-Football	Assistant Football Coach + Field Maintenance

Sydney Gregory	NTE \$1,500.00	Smyrna High School	School Funds – Girls Soccer	Assistant Girls Soccer Coach
Garry Mooney	NTE \$1,000.00	Smyrna High School	School Funds-Football	Assistant Football Coach + Field Maintenance
Bradley Nix	NTE \$800.00	Smyrna High School	School Funds-Football	Assistant Football Coach + Field Maintenance
McKenzie Prince	NTE \$1,200.00	Smyrna High School	School Funds - Volleyball	Assistant Volleyball Coach
Caitlin Wester	NTE \$1,500.00	Smyrna High School	School Funds-Volleyball	Assistant Volleyball Coach
Pernell Whittaker	NTE \$800.00	Smyrna High School	School Funds – Football	Assistant Football Coach + Field Maintenance
Matt Williams	NTE \$2,500.00	Smyrna High School	School Funds-Football	Football Coaching + Field Maintenance
Latoya Shelton	NTE \$1,000.00	Whitworth Buchanan	School Funds-Various Sports + Clubs	Create and heat press vinyl on shirts
Brandon Bassham	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr Pro Basketball at various county schools
Richard Bolden	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr Pro Basketball at various county schools
Shane Chapman	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr Pro Basketball at various county schools
Chris Lynch	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr Pro Basketball at various county schools
John McClaran	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr Pro Basketball at various county schools
Michael McClaran	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr Pro Basketball at various county schools
Alan Pepper	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr Pro Basketball at various county schools
Jennifer Snell	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr Pro Basketball at various county schools
William David Tollett (Bo)	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr Pro Basketball at various county schools
Camille Gray	NTE \$1,000.00	Whitworth Buchanan	School Funds-Boys and Girls Basketball	Basketball Timekeeper
Regie Skelton	NTE \$1,000.00	Whitworth Buchanan	School Funds-Boys and Girls Basketball	Basketball Scorekeeper

Maureen Gray	NTE \$500.00	Blackman High School	School Funds-Volleyball	Assistant Volleyball Coach
Emma Parks	NTE \$1,000.00	Blackman High School	School Funds-Bowling	Bowling Coach
Kyle Tate	NTE \$1,000.00	Oakland High School	School Funds-Wrestling	Strength & Conditioning/Wrestling Coach
Delaney Amos	NTE \$1,000.00	Rockvale High School	School Funds-Swimming	Swimming Coach
Harry McAnally	NTE \$1,000.00	Rocky Fork Middle	School Funds-Football	Assistant Football Coach
Clyde Avant Jr.	NTE \$5,000.00	Siegel High School	School Funds-Baseball	Speed Training with Baseball team
Timothy Westfall	NTE \$3,500.00	Siegel High School	School Funds-Softball	Assistant Softball Coach/Field care
Ryan Jordan	NTE \$1,000.00	Smyrna High School	School Funds-Football	Assistant Football Coach
Jason Tigg	NTE \$1,000.00	Smyrna High School	School Funds-Football	Assistant Football Coach
TJ Allen	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Austin Bailey	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Keydon Bassham	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Phillip Bennett	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Jim Bingham	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Caleb Brown	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Ivie Burns	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
James Buttery	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Anna Grace Clement	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Ethan Cobb	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools

Ryleigh Cobb	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Carrington Creasy	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Cameron Curtis	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Carissa Curtis	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Jordan Davenport	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Brandon Dickerson	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Christian Edmondson	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Hayden Edmondson	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Mike Edmondson	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Sara Edmondson	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Trevor Griffin	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Micah Harris	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Eric Hawks	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Colin Henson	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Tucker Hicks	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Ty Heoft	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools

Brian Hurst	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Ethan Hurst	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Bryson Kelley	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Brandon Lamb	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Robert Leathers	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Blake Leonard	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Greg Logan	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Niketha Love	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Mark Lovinski	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Mary Elise Lynch	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Jensen Lynton	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Rodney March	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Eliza McClaran	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Ryley McClaran	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Tim McGehee	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Hayden McMahon	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools

Josh Moates	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Makayla Moates	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Chris Moore	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
CJ Murray	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Hayden Nance	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Luke Parish	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Chris Payne	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Cody Pepper	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Calee Pineda	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Hunter Poff	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Mark Pope	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Stefon Porter	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Jamie Pratt	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Jesse Pruitt	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Lucas Pruitt	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Schott Reed	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools

Jacob Rich	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Tyler Rumley	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
DeVal Smith	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Fant Smith	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Jack Smith	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Bobby Snell	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Brooklyn Snell	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Karah Snell	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Kevin Snell	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Zach Stevens	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Elizabeth Thompson	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Randy Toombs	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Jeremy Tuggle	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Stephen Turnham	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Kylie Vaughn	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Kaley Walker	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools

Dylan Watt	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Sydney Williams	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Cole Yoders	NTE \$2,500.00	Eagleville	School Funds-Jr Pro Basketball	Officiating for Jr. Pro Basketball at various county schools
Callie Smith *2	Hourly	Blackman High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Lynn Dunlap *2	Hourly	Stewarts Creek High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Kerry Malone *2	Hourly	Stewarts Creek High School	School Funds – Various Athletic Accounts	Announcer at Athletic Events
Alicia Nickens*2	Hourly	Smyrna Primary	Smyrna Junior Basketball League	Additional Custodial work for the 2020/2021 school year
Valerie Oglesby *2	Hourly	Stewarts Creek Elementary	Smyrna Junior Basketball League	Additional Custodial work for the 2020/2021 school year
Carlos Soto *2	Hourly	Stewarts Creek Elementary	Smyrna Junior Basketball League	Additional Custodial work for the 2020/2021 school year
Martha Villalobas *2	Hourly	Stewarts Creek Elementary	Smyrna Junior Basketball League	Additional Custodial work for the 2020/2021 school year
Jim Haring *2	Hourly	Whitworth Buchanan	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Robert Sanderson *2	Hourly	Whitworth Buchanan	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.

F. 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>
Michael Hofer	Rocky Fork Middle School	Baseball
Conner Helton	Stewarts Creek High School	Wrestling
Jalen Fearn	Stewarts Creek High School	Basketball
Jerry Rzemieniewski	Eagleville High School	Wrestling
Justin Yirkovsky	Rocks Springs Middle School	Bowling
Rod Morgan	Whitworth Buchanan Middle School	Basketball
Trevor Wilson	Christiana Middle School	Baseball

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

Vote: All Yes

5. VISITORS

Mr. Mike Waller spoke in regard to stabilizing and restoring the Sam Davis Home Dam.

6. FOREIGN EXCHANGE STUDENTS

ESL would like to recommend a one-year suspension of foreign exchange students being enrolled into Rutherford County Schools due to the uncertainty of COVID and potential challenges related to COVID. Applications will begin arriving in January.

Motion made by Mrs. Johnson, seconded by Mrs. Maxwell, to approve the one-year suspension of foreign exchange students being enrolled into Rutherford County Schools for the 2021-2022 school year as presented.

Vote: All Yes

7. LAVERGNE, RIVERDALE AND ROCKVALE/MTSU SPONSORSHIP AGREEMENT

MTSU, LaVergne High, Riverdale, and Rockvale High are requesting the Board approve partnerships in which MTSU advertising banners will be placed over the entrances to football stadiums and gyms. In exchange, MTSU will pay each school \$5,000 per year. MTSU has similar agreements with Oakland High School, Siegel High School, Stewarts Creek, and Eagleville. The language of all agreements is identical with the only difference being the location of the signs at each school.

Motion made by Mrs. Maxwell, seconded by Ms. Sharp to approve the MTSU Sponsorship Agreements for up to four years as presented.

Vote: All Yes

8. 2020-2021 NIET SUPPORT FOR RUTHERFORD COUNTY SCHOOLS

The Curriculum and Instruction Department would like to allocate \$15,000 of Title II funds to provide principals and teacher leaders training. The training will be provided by the National Institute of Excellence in Teaching (NIET) and will provide support in the area of virtual instructional strategies for students. This training will help school leaders and teacher leaders understand how to coach and support teachers on using high-quality teaching practices in a virtual classroom. It will provide an understanding of how school leaders can use the NIET Rubric Companion Tool for Virtual Instruction to support their teachers.

Motion made by Mrs. Bratton, seconded by Mr. Estes to approve allocating \$15,000 of Title II funds to provide training for our school and teacher leaders in the area of virtual instructional strategies for students. This training will be provided by the National Institute of Excellence in Teaching (NIET) as presented.

Vote: All Yes

9. FACILITIES

Replace the 100% Make Up Air Heaters at LaVergne and Smyrna Pools

The outside air make-up unit heater at LaVergne is beyond repair and must be replaced. The unit at Smyrna is in the same condition, but still running today. Maintenance needs to replace both units and has recently bid out the project for approval on the Consent Agenda. Funding for this was not budgeted as a single line item but is included in the HVAC Capital Projects request for both schools.

Engineering and Construction request approval to transfer \$140,000.00 from the Buchanan Sewer Project to a single line item LHS and SHS Pool Make Up Air Unit Replacement.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell to approve the the transferring of \$140,000.00 from the Capital Projects Buchannan Sewer Project to LaVergne High School and Smyrna High School 100% Make Up Air Unit Replacement as presented.

Vote: All Yes

10. INSURANCE UPDATE

Dr. Anthony stated the October meeting had been cancelled. The next meeting will be held on November 19, 2020 with an update at that time.

11. DIRECTORS UPDATE

The Director gave a reminder of the rezoning meeting that will be held on Thursday, November 12, 2020 at 6:30 p.m. at Rockvale Elementary School where they will be looking at the rezoning plans for Rockvale Elementary, Barfield Elementary, Christiana Elementary and Buchanan Elementary. All schools combined currently house a total of 34 portables.

The Director spoke on Covid-19 information, current issues with substitute fill rates, percentages of students and staff currently out due to positive results or quarantine due to contact tracing. Dr. Anthony spoke on surrounding counties also having issues with substitute fill rates. Mr. Spurlock commended our teachers and administrators as well as faculty and staff for doing a tremendous job during a very difficult time.

12. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Bratton spoke on several pieces of information regarding newly revised Roberts Rules, election statistics and percentages. The Chairman of the Education committee, Delores Gresham and Steve Dickerson did not return to the Senate, leaving two vacancies on the committee. There were notable changes on the voucher issue as well as several Bills such as Accountability, BEP and Learning Loss expected to come up in the future.

13. FEDERAL RELATIONS NETWORK (FRN) UPDATE-No report at this time

14. GENERAL DISCUSSION

Mrs. Maxwell spoke on concerns with keeping CDC open. The Director stated that an amendment was in place already to accommodate CDC students.

The Board Chairman addressed the school board due to a conversation with Commissioner Robert Peay who asked for consideration of the school to be renamed after Jo Frank Jernigan. Mr. Young called for clarification regarding the policy on renaming a school from Attorney Jeff Reed. Mr. Reed stated policy 3.210 which states, schools shall not be named from living persons in except for those who have rendered exemplary service to public education as recognized and attested by a vote from the board. After some discussion, the general consensus of the board was to keep with the current policy and not make any changes at this time.

Mr. Young spoke briefly on the issue with the Sam Davis Home Dam and discussion on such. Mr. Lee suggested gathering information from the Tennessee Department of Environment and Conservation and bringing that information forward to look at and then moving forward from that point.

15. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 5:52 P.M.

Coy Young, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

Following the Board Meeting, Attorney Jeff Reed held an executive session with the Board Members.

RUTHERFORD COUNTY BOARD OF EDUCATION

2240 Southpark Drive
Murfreesboro, TN 37128

Special Called Policy Committee Meeting
December 1, 2020

Board Members Present

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

Committee Members Present

Tim Pedigo
Rhonda Lackey
Dr. Kay Martin
Margaret Moore
Mike Walls
LeAnn Hays

Others Present

Sara Page **Dr. Jimmy Sullivan**
Jeff Reed **Jason Everett**
Pierrecia Lyons **Members of the Public in the Audience**

The Board Chairman, Mr. Young, called the meeting to order at 5:30 p.m. All stood and recited the pledge. Chairmen Young called for review of the Agenda, Mr. Estes made a motion to approve the agenda, with a second by Vice Chair, Johnson. The Chairman turned the meeting over to Sara Page. Sara Page gave a brief introduction about the purpose/nature of the meeting, the format of the meeting, and the make-up of the committee.

The policy committee began with a review of Policy **1.803**: Tobacco and Vape-Free Schools. Proposed amending to remove language related to police action outside the school's control at the recommendation of the TSBA Annual Policy Manual Audit.

No questions or further discussion.

Motion was made by Mr. Spurlock and seconded by Shelia Bratton, to approve Policy 1.803.

VOTE: All Yes

The policy committee reviewed **Policy 3.400** Student Transportation Management. Has been amended to add a provision for the handling of unclaimed contracts/routes, and combined Policy 3.400 and 3.405 to make bus-related policies easier to locate. Some language was updated to match TSBA model policy.

Sara explained that the policy had been revised because we operated differently with bus contracts. She had received several phone calls regarding the impending amendment to the Policy. Jason Everett was present to answer questions, like: how to get the dropped bus routes covered. These contracts depend on Board policy. Important that the bus contractors are informed about any new changes before electing to bid on a contract. Our current policy does not speak on what to do when there is a shortage of drivers created by situations like COVID-19 Pandemic and covering these dropped routes. Bus contract reads: subject to policy, but we lacked any express policy dealing with it. This is just relevant to “unclaimed routes”. Tiffany Johnson had a question of whether it can be addressed in the individual bus contracts as opposed to writing it in policy. It was argued that a policy covering it is needed because of not wanting the bus contractors to enter into a contract without knowing what the process is, etc. Mr. Young asked if the contract would always supersede the policy? Sara recommended not entering into a contract that conflicts with our policy. Mr. Spurlock offered that we should continue the discussion with the contractors.

Motion made by Tiffany Johnson to approve the policy has presented, and revise if necessary after further discussion with the contractors; motion was seconded by Mike Walls to approve Policy 3.400.

VOTE: All Yes

The policy committee discussed revising **Policy 4.400** Textbook and Instructional Materials. The policy combines the necessary/legally mandated portions of 4.400 and 4.401 and includes new waiver language allowed by the State Board.

Dr. Sullivan explained that when seeking the ELA textbook waiver, had to present certain criteria before even applying for the waiver.

Motion was made by Mr. Spurlock, second by Shelia Bratton to approve Policy 4.400.

VOTE: All Yes

The policy committee discussion moved to recommended policy change to amend **Policy 5.109** Evaluation. It is being amended to add required language directing the creation of grievance procedures. Recommended by the TSBA Annual Policy Manual Audit.

Sara Page requested to Table the issue of amending Policy 5.109, until it could be paired down. No further discussion was held

The policy committee discussed rewriting **Policy 5.202** Separation Practices for Non-Certified Employees. The policy is being rewritten to remove language implying a due process right to non-certified, at-will employees.

There were no further questions.

Motion was made by Tiffany Johnson, second by Claire Maxell to approve Policy 5.202.

VOTE: All Yes

The policy committee discussed amending **Policy 5.302** Sick Leave. The policy is being amended to remove duplicative language found in Policy 5.305.

Certain language is already covered in the FMLA policy and is therefore duplicative.

Motion was made by Tammy Sharp to adopt Policy 5.302 with a second by Lisa Moore approve Policy 5.302 as proposed.

VOTE: All Yes

The policy committee discussed revising **Policy 5.304** Long-Term Leaves of Absence for Professional Personnel. The policy is being amended to remove duplicative language found in Policy 5.305.

The FMLA language can already be found in the FMLA policy. Needs to be removed as duplicative. No further questions.

Motion was made by Shelia Bratton to adopt Policy 5.304 with a second by Jim Estes to approve Policy 5.304 as proposed.

VOTE: All Yes

The policy committee discussed revising **Policy 6.200** Attendance. Policy 6.200 is being amended to remove language deeming “school-sponsored activities” excused absences. Under State Board Policy, students are now coded as “present” during such events.

There were no questions.

Motion was made by Tiffany Johnson to adopt Policy 6.200 with a second by Claire Maxwell to approve Policy 6.200 as proposed.

VOTE: All Yes

The policy committee discussed revising **Policy 6.303** Interrogations and Searches. Policy 6.303 is being updated to closely match TSBA policy due to evolving law related to search/seizures.

Sara explained that the policy was extensive in wording, not in practice. She recommended that Line 23 should give deference to the school Principals. The committee accepted the recommendation.

Motion was made by Mr. Spurlock to adopt Policy 6.303 with a second by Claire Maxwell to approve Policy 6.303 as proposed with addition recommended by Sara Page.

VOTE: All Yes

The policy committee discussed revising **Policy 6.402** Physical Examinations and Immunizations. Policy 6.402 is being amended to clarify language to match TSBA model policy at its recommendation during the annual audit.

Sara explained that the policy was already there, proposing to break it down differently. Part of it is subject to pending legislation, but the committee can revisit it again if necessary.

Motion was made by Jim Estes to adopt Policy 6.402 with a second by Mr. Spurlock to approve Policy 6.402 as proposed.

VOTE: All Yes

The policy committee discussed revising **Policy 6.411** Student Wellness. Policy 6.411 is being amended to update the School Health Index to match State Board Policy, at TSBA recommendation.

There were no questions.

Motion was made by Coy Young to adopt Policy 6.411 with a second by Tiffany Johnson to approve Policy 6.411 as proposed.

VOTE: All Yes

The policy committee discussed revising **Policy 6.500** Special Education Students. Policy 6.500 is being amended to update language to match TSBA policy, and to clarify directive to create specific written procedures related to special education students.

Policy 6.500 was accidentally omitted from the packet. Sara requested to table it to the next Policy Committee meeting.

The policy committee discussed revising **Policy 6.503** Homeless Students. Policy 6.503 is being rewritten to match TSBA model policy and remove references to foster students.

There were no questions.

Motion was made by Shelia Bratton to adopt Policy 6.503 with a second by

Lisa Moore to approve Policy 6.503 as proposed.

VOTE: All Yes

The following policies were presented for consideration by the committee:

Policy 4.209 Alternative Credit Options. This model policy sets out online alternative credits and course access program language. State Board Policy requires adoption of such a policy. This is the TSBA model policy.

Sara explained that Policy 4.209 is new to RCS, TSBA caught that we didn't have one regarding Alternative Credit Options.

Motion was made by Lisa Moore to adopt Policy 4.209 with a second by Shelia Bratton to approve Policy 4.209 as proposed.

VOTE: All Yes

Policy 4.6051 Substitutions for PE Credit. Clarifies means for students to earn ½ credit of PE from non-traditional methods.

Board has authority to allow outside activity to count towards required PE credit, like with: competitive gymnastics, JROTC, etc. The additional ½ credit was intended as part the get fit initiative promoting continued exercise. So, if met outside of school it should still count.

Motion was made by Tammy Sharp to adopt Policy 4.6051 with a second by Tiffany Johnson to approve Policy 4.6051 as proposed.

VOTE: All Yes

Policy 5.3031 Leave for Religious Observance. Establishes process for employees to request religious leave, already required under federal law. Clarifies that such leave is unpaid unless approved from already banked leave.

There were no questions.

Motion was made by Lisa Moore to adopt Policy 5.3031 with a second by Claire Maxwell to approve Policy 5.3031 as proposed.

VOTE: All Yes

The following policies were presented for deletion by the committee:

Policy 3.405 Contracted Bus Service. The language in 3.405 has been merged into Policy 3.400, negating the need for this to be a standalone policy. (Only delete if Policy 3.400 is adopted).

All policies recommended for deletion were combined for discussion.

Motion was made by Mr. Spurlock to delete Policy 3.405 and 4.401, with a second by Mr. Estes to approve the deletion of Policy 3.405 and 4.401 as proposed.

VOTE: All Yes

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

There being no further business, the meeting adjourned at approximately 5:37 p.m.

Coy Young, Chairman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

December 17, 2020

Fees

Blackman High	National Playmakers Academy, football training, 12/17/20-5/9/21 (Dec 6,12,13/Jan 2,3,10/Feb 13,14,20,21,27,28/Mar 20,21/Apr 10,11,17,18,24,25/May 8,9) noon-2pm, football fields, \$200/day, <i>*subject to COVID-19 restrictions and updates.</i>
Blackman High	First Baptist Church, outdoor drive-up service, 12/20/20 10am-11am, main parking lot, \$100, <i>*subject to COVID-19 restrictions and updates.</i>
Oakland High	Oakland Lacrosse, practices and games, 12/17/20-5/15/21, stadium/track, \$3000/yr, <i>*subject to COVID-19 restrictions and updates.</i>
Oakland High	Jack City (Williams) Softball, training and practices, 12/17/20-12/17/21 Sun-Sat when available, field and indoor facilities, \$18/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Riverdale High	Southern Force Softball, practices, 12/17/20-7/30/21 2 nd & 4 th Sat & Sun 2-4:30pm, softball field and indoor facility, \$45/use, <i>*subject to COVID-19 restrictions and updates.</i>
Riverdale High	National Flag Football, flag football season games and practices, 3/14/21-5/2/21 Sundays 10:30am-7pm, fields, \$6300, <i>*subject to COVID-19 restrictions and updates.</i>

No Fees

Blackman High	U.S. Army, Army recruiting station, 11/25/20 9am-1pm, Stadium/track, no fee. (Verbally approved retroactively by SP, submitted between board meetings with use before next meeting.)
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Rocky Fork Middle

Smyrna Jr. Basketball League, youth basketball game site,
12/17/20-3/6/21 Saturdays, gym, no fee, ****subject to COVID-19
restrictions and updates.***

Note: Facility use for 12/17/20 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.**

Bid #3497

Fire Extinguisher Service

	*46 Fire & Life Safety	Advanced Facility Soutlion	Koorsen	Servant Fire
Item #1 - 5lb. ABC:				
New	\$ 35.00	\$ 54.95	\$ 40.00	\$ 52.00
Re-Charged	\$ 9.00	\$ 19.00	\$ 13.75	\$ 25.00
6 Year	\$ 14.00	\$ 19.00	\$ 12.00	\$ 25.00
Hydrostatic	\$ 16.95	\$ 21.50	\$ 12.00	\$ 14.50
Item #2 - 10lb. ABC:				
New	\$ 48.00	\$ 80.60	\$ 62.00	\$ 82.00
Re-Charged	\$ 12.00	\$ 12.00	\$ 19.50	\$ 38.00
6 Year	\$ 17.00	\$ 24.00	\$ 16.00	\$ 38.00
Hydrostatic	\$ 19.95	\$ 26.50	\$ 12.00	\$ 14.50
Item #3 - 5lb. CO2:				
New	\$ 120.00	\$ 192.00	\$ 134.00	\$ 131.25
Re-Charged	\$ 10.00	\$ 20.00	\$ 10.00	\$ 30.00
6 Year				
Hydrostatic	\$ 18.95	\$ 35.00	\$ 15.00	\$ 24.50
Item #4 - 10lb. CO2:				
New	\$ 170.00	\$ 270.00	\$ 196.00	\$ 183.75
Re-Charged	\$ 12.00	\$ 32.00	\$ 20.00	\$ 40.00
6 Year				
Hydrostatic	\$ 20.95	\$ 47.00	\$ 15.00	\$ 24.50
Item #5 - Class K:				
New	\$ 135.00	\$ 220.00	\$ 157.00	\$ 195.00
Re-Charged	\$ 45.00	\$ 65.00	\$ 65.00	\$ 94.00
6 Year				
Hydrostatic	\$ 51.95		\$ -	\$ 18.00
Item #6 - Annual Inspections of All Fire Extinguishers				
	\$ 1.95	\$ 2.97	\$ 3.00	\$ 3.184

*\$29.95 trip charge if sent back out to a school after inspection is complete

Mailed to 19 vendors

15 Vendors did not respond

Recommend: Motion to award to 46 Fire and Life Safety, LLC for overall best bid as shown.

To be funded through the Maintenance Department.

Bid #3498
Floor Machines

Item #	Description	A-Z	American Paper and Twine	Betco	Kelsan
1	Buffer	\$ 505.00	\$ 525.64		\$ 1,273.00
2	High Speed Burnisher	\$ 740.00	\$ 771.03	\$ 718.20	\$ 1,556.00
3	Vacuum Cleaner Wet/Dry Industrial	\$ 525.00	\$ 546.55		\$ 934.00
4	Squeegee (to go with item #3)	included in #3	\$ 16.03		included in #3
5	Vacuum Cleaner Upright 12"	\$ 145.00	\$ 115.04		\$ 169.00
6	Carpet Machine	\$ 1,300.00	\$ 1,365.13		\$ 2,464.00
7	Scrubber - Tomcat Carbon	*\$6,000.00	*\$6,322.37		\$ 7,901.00
8	USH Burnisher		**\$2,532.15	\$ 2,401.92	\$ 3,527.00
9	20" Square Scrub Machine with weights and dust containment kit		\$ 2,738.12	\$ 1,850.65	\$ 3,213.00
10	28" Square Scrub Machine with weights and dust containment kit		\$ 3,884.03	\$ 2,283.99	\$ 4,557.00
11	28" Tomcat Edge Walk Behind	*\$6,000.00	*\$6,987.88	*\$5,765.76	\$ 8,566.00
12	28" Tomcat Edge Scrubber Kit				\$ 89.00
13	Tomcat Mini-Mag 20" Floor Scrubber	*\$3,500.00	*\$3,815.38	*\$4,228.26	\$ 7,019.00
14	14"x20" Velcro Skirt for Square Scrub EBG-20/C		\$ 68.16	\$ 34.82	\$ 85.00
15	14"x28" Velcro Skirt for Square Scrub EBG-28		\$ 85.94	\$ 39.45	\$ 116.00
16	Equipment Repair				
a.	Hourly Rate for Service Repairs	\$ 82.00	\$ 80.00		\$ 55.00
b.	Percentage Off Catalog For Parts	20%	20%		10%
c.	Travel Time Rate	\$ 82.00	\$ 65.00		\$ 27.50

*Bid not as specified

**Shipping not included on item

Mailed to 35 vendors
31 vendors did not respond

Recommend: Motion to award to lowest and best bid as shown.

To be funded through the Maintenance Department, Building Program, and Individual Schools.

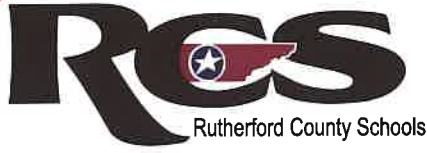
Bid # 3499 - Clock System Installation (Stewartsboro Elementary)

Description	Global Grab Technologies, Inc.	Security Equipment Co., Inc.	Southeastern Sound, Inc.
Clock System Installation	\$ 63,765.00	\$ 20,595.00	\$ 34,951.00

Mailed to 29 vendors
 26 Vendors did not respond

Recommend: Motion to award to Security Equipment Co. for overall lowest best bid as shown.

To be funded through Capital Projects



Bill C. Spurlock
Director of Schools

Rutherford County Board of Education

2240 Southpark Drive, Murfreesboro, TN 37128 Phone: 615.893.5812 www.rcschools.net

Imagine Reading

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

Motion to approve the purchase of Imagine Reading for \$37,500 through Title III funds for the 2021-2022 school year.

Director of Schools Signature: _____ Date: _____

Chairman of BOE Signature: _____ Date: _____



LEARNING Without Tears™

Get Set for School • Handwriting Without Tears • Keyboarding Without Tears

Prepared For
RUTHERFORD COUNTY

Quote Number: 50657
Quote Date: 2020-11-30
Valid Through: 2020-12-23

Ship To
Shipping Name: RUTHERFORD COUNTY
Shipping Address: 2240 Southpark Blvd
Murfreesboro, TN, 37128

Bill To
Billing Name: RUTHERFORD COUNTY
Billing Address: 2240 Southpark Blvd
(if different) Murfreesboro, TN, 37128

Primary Contact
Name: Ann Haley
Title: Curriculum, Elementary
Phone:
Email: haleya@rcschools.net

Digital Products Administrator
Name: Ann Haley
Title: Curriculum, Elementary
Phone:
Email: haleya@rcschools.net

Sales Contact
Name: Joel Mayes
Phone: 615-920-9226
Email: joel@mayeseducational.com

Special Instructions
KEYDISTBUN for 2nd and 3rd grade

Ordering Options:

- Order online at LWTears.com**
- Please submit your authorized Purchase Order via online upload, email or mail:**
 - Online Upload:** www.LWTears.com/support/submit-purchase-order
 - eMail:** emailorders@LWTears.com
 - Mail:** Learning Without Tears
806 W. Diamond Ave. Suite 230
Gaithersburg, MD 20878

Learning Without Tears Quote 50657 continued ...

Product Code	Product Description	Grades	List Price	Your Price	Quantity	Total
2nd Grade						
CKD-18	Cursive Kickoff Student Edition (Digital & Print) + Interactive Digital Teaching Tool [ENGLISH]	2nd	\$11.50	\$9.78	2878	\$28,146.84
KEYDISTBUN	Keyboarding licenses for a district	K thru 5	\$2.42	\$2.42	2878	\$6,964.76
3rd Grade						
CHD-18	Cursive Handwriting Student Edition (Digital & Print) + Interactive Digital Teaching Tool [ENGLISH]	3rd	\$11.50	\$9.78	2926	\$28,616.28
KEYDISTBUN	Keyboarding licenses for a district		\$2.42	\$2.42	2926	\$7,080.92
Professional Development						
ZXONSITE1	One Onsite Professional Development Day	NA	\$3,200.00	\$3,200.00	1	\$3,200.00
ZVPDH-HWTB2	Virtual PD Hub: 12 month access for 1 school site or district for Handwriting Without Tears	NA	\$250.00	\$0.00	1	\$0.00
Subtotal Before Discount						\$84,241.68
Total Savings						\$10,232.88
Subtotal						\$74,008.80
Estimated Shipping and Handling Within US:10% of subtotal (\$6.50 minimum); AK, HI, APO/FPO:15% of subtotal (\$7.50 minimum); Outside US: 15% of subtotal (\$20.00 minimum)						\$6,674.60
Estimated State Sales Tax (if not tax exempt) For all states excluding AK, DE, MT, NH and OR, please add appropriate state and local tax based on delivery address. If you are a tax-exempt entity, please send your tax-exempt certificate with your order.						
TOTAL						\$80,683.40

Rutherford County Board of Education

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

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

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

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

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

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

Legal References

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

Cross References

Community Use of School Facilities 3.206
Code of Conduct 6.300

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Student Transportation Management	Descriptor Code: 3.400	Issued Date: 10/31/18
		Rescinds: 3.405	Issued: 01/15/09

1 ~~School buses shall be maintained and operated in accordance with state law and State Board Rules and~~
 2 ~~Regulations.~~

3 The Director of Schools will contract annually **or as otherwise authorized by the Board** with individual
 4 owners of buses to provide student transportation services.¹

5 Each bus shall be equipped with the phone number for reporting safety complaints. This number shall
 6 appear on the rear bumper.²

7 ~~To avoid the financial burden of replacing an aging bus fleet at any one time, the board shall attempt to~~
 8 ~~replace a certain number of buses each year on a rotating basis.~~

9 All accidents, regardless of the damage involved, shall be reported to the Director of Transportation,
 10 including incidents in which any part of the bus contacts any other object or vehicle.

11 The Director of Schools shall develop procedures to ensure compliance with the statutory and
 12 regulatory requirements for the transportation program.

13 **RESPONSIBILITIES OF BUS OWNERS**

14 1. Each school bus and all related equipment shall be maintained in condition to operate safely at
 15 all times during the school year and shall conform to specifications as set forth by the State Board
 16 of Education and National Highway Traffic Safety Administration.²

17
 18 2. Each bus driver shall obey all applicable state rules and regulations.

19
 20 3. A school bus owner shall give sixty (60) days written notice to the Board when he/she wishes to
 21 terminate his/her bus operation contract.

22
 23 4. The Board shall carry liability insurance on all school buses used by Contractor in the minimum
 24 amount of \$1,000,000 bodily injury per occurrence, \$100,000 property damage (One million/one
 25 hundred thousand) liability limits and naming contractor as an additional insured. The Board will
 26 provide Commercial General Liability coverage for contractors/operators as long as they are on
 27 school business, in transit to or from, or taken for repairs or fuel. Said insurance shall include
 28 uninsured motorist coverage. Contractor shall provide liability insurance for private trips and/or
 29 any trip not approved and sanctioned by the Board.
 30

- 1 5. Each school bus owner must specify for the Director of Schools' approval the name of the
2 designated driver and at least one substitute driver of his/her bus.
3
- 4 6. Each school bus driver shall submit to the Director of Schools the results of his latest physical
5 examination.
6
- 7 7. The Contractor shall furnish all route information requested by the school system, such as student
8 names, school, grade, stops, number per stop, etc. Contractor shall supply by August 1 of each
9 year and update within ten (10) days of any change the name, address and phone number of the
10 person that will check the bus at the end of every route to confirm that no person remains on the
11 bus.
12
- 13 8. A school bus owner shall secure the approval of the Director of Schools before he/she may sell
14 a bus during the period of his/her contract. The sale of a bus does not obligate the Director of
15 Schools to enter into contract with the new owner.

16 **DIRECTOR OF TRANSPORTATION³**

17 The Director of Schools shall appoint a Director of Transportation for the district. He/she shall be
18 responsible for the monitoring and oversight of transportation services for the district.

19 The Director of Transportation shall complete a student transportation management training program
20 upon appointment. Every year, the Director of Transportation shall complete a minimum of four (4)
21 hours of training annually.

22 The Director of Schools shall ensure that training is completed and provide the Department of
23 Education with appropriate documentation.

24 **COMPLAINT PROCESS⁴**

25 The following procedure will govern how students, teachers, staff, and community members shall
26 submit bus safety complaints:

- 27 1. All complaints shall be submitted to the transportation supervisor on forms designated by the
28 District;
- 29 2. Forms may be submitted in person, via mail or e-mail.
 - 30 a. The forms designated by the District will be located on the District website.

31 The transportation supervisor shall begin an investigation of all bus safety complaints within twenty-
32 four (24) hours of receipt.

33 Within forty-eight (48) hours of receipt of the initial complaint, the transportation supervisor shall
34 submit a preliminary report to the director of schools. This report shall include:

- 35 1. The time and date the complaint was received;

- 1 2. The name of the bus driver;
- 2 3. A copy or summary of the complaint; and
- 3 4. Any prior complaints or disciplinary actions taken against the driver.

4 Within sixty (60) school days of receiving the initial complaint, the transportation supervisor shall
5 submit a final written report to the director of schools that details the investigation's findings as well as
6 the action taken in response to the complaint.

7 An annual notice of this complaint process shall be provided to parents and students. This information
8 shall be made available in the student handbook.

9 **RECORDKEEPING⁵**

10 The Director of Transportation shall be responsible for the collection and maintenance of the following
11 records:

- 12 1. Bus maintenance and inspections forms;
- 13
- 14 2. Bus driver credentials, including required background checks, health records, and performance
15 reviews;
- 16
- 17 3. Driver training records; and
- 18
- 19 4. Complaints received and any records related to the investigation and complaints.

20 **AWARDING AND RENEWING CONTRACTS**

21 *First Priority*

22 Each bus driver who holds a current driving eligibility status with the Rutherford County Board of
23 Education and has been driving full-time for two (2) consecutive and complete school years may make
24 application to be included on the First Priority list. Applications will be provided by the Transportation
25 Department and must be filed in person with the Director of Transportation. The application will include
26 a sworn, notarized affidavit declaring the total length of active time driving a school bus with the
27 Rutherford County Schools System. Active time is defined as the time in which a driver has actively
28 driven full-time while maintaining legal licensing supported by the documentation required under the
29 bus contract. As new and replacement contracts become available throughout the term of the contract
30 period, drivers on this list will be offered **all available** ~~one (1) bus contracts~~ in the order their names
31 appear on the list, provided the driver continues to be eligible as a driver in Rutherford County and is in
32 good standing with the Board. **The driver shall select one of the offered contracts.**

33 The applicant must update their application upon any change in the information that has been provided
34 to the Transportation Director. Each application will be reviewed for accuracy prior to a **contracts** being
35 offered. Additionally, each applicant will be required to provide a fingerprint sample and pass a criminal
36 history background check prior to a **contracts** being offered. In the event a **contracts** **are** is offered and
37 rejected by the bus driver, the bus driver's name will be removed from the First Priority list. Any driver

1 who is hired by a contractor after the application deadline will be allowed to make application after
2 driving full-time for two (2) consecutive and complete school years.

3 *Second Priority*

4 In the event the First Priority list is exhausted, the Second Priority list will be executed. Any contractor
5 who has held one (1) or more bus contracts (~~with a maximum of six (6) bus contracts~~) will be eligible to
6 make application for the Second Priority list. The application must be completed and submitted to the
7 Transportation Director. The Transportation Director will schedule a lottery-style drawing annually to
8 compile the list. Names will be placed on the list in the order they are drawn. As new and replacement
9 contracts become available (after the First Priority list has been exhausted) throughout the term of the
10 contract period, the drivers on the Second Priority list will be offered ~~one (1) bus contract~~ all available
11 contracts in the order their names appear on the list, provided the driver continues to be eligible as a
12 driver in Rutherford County and is in good standing with the Board. The driver shall have the option to
13 select one of the available contracts. In the event a contractor rejects the available contracts offered, the
14 bus contractor's name will be removed from the Second Priority list.

15 *Third Priority*

16 In the event the First and Second Priority List are exhausted, and contracts remain unclaimed, the
17 Director of Transportation, at his/her discretion, may offer any remaining, new, or replacement contracts
18 to any eligible provider qualified to provide student transportation, regardless of that provider's
19 participation in First or Second Priority lists.

20 *Exchanges*

21 Contractors and/or drivers shall not exchange routes/contracts. After a route/contract is awarded, the
22 route remains the responsibility of the Contractor for the duration of his/her contract with Rutherford
23 County Schools. Exchanges may only occur with the express written permission of the Director of
24 Transportation, after he/she determines such an exchange is essential to the functioning of Rutherford
25 County Schools.

Legal References

1. TCA 49-6-2101
2. TRR/MS 0520-01-.05

Rutherford County Board of Education

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

1 **General**

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

6 **SELECTION²**

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

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

17 *Committee Composition*

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

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

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

3 **INSPECTION AND REVIEW**

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

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

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

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

17 **DISTRIBUTION**

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

20 **CARE OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS⁴**

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

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

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

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

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

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

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

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

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

Legal References

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

Cross Reference

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

Rutherford County Board of Education

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

1 SUSPENSION

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

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

8 DISMISSAL

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

11 RESIGNATION

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

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

17 RETIREMENT

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

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

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

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

Legal Reference:

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

Rutherford County Board of Education

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

1 PROFESSIONAL PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

14 **SUPPORT PERSONNEL**

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

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

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

20 **SICK LEAVE BANK**

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

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

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

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

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

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

Legal References

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

Cross References

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

Rutherford County Board of Education

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

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

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

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

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

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

27 **PAY AND BENEFITS**

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

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

5

6

Legal References

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

Cross References

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

Rutherford County Board of Education

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

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

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

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

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

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

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

23 Excused absences shall include:⁴

24 1. Personal illness/injury

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

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

1 The principal shall be responsible for ensuring that:⁷

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

9 **DISTANCE LEARNING ATTENDANCE**

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

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

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

21 **TRUANCY**

22 *General*

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

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

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

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

3 *Progressive Truancy Intervention Plan*⁹

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

6 **Tier I**

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

8

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

11

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

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

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

18

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

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

22 **Tier II**

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

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

28 **Tier III**

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

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

32 **COLLEGE VISITS**¹⁰

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

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

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

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

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

11 **PERFECT ATTENDANCE**

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

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

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

23 **POSITIVE INCENTIVES FOR PERFECT ATTENDANCE**

24 **Grades K-8**

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

26 **Grades 9-12**

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

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

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

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

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

7 **TARDIES K-12**

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

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

18 **STATE-MANDATED ASSESSMENT**

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

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

25 **CREDIT/PROMOTION DENIAL**

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

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

1 DRIVER'S LICENSE REVOCATION²

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

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

6 ATTENDANCE HEARING¹²

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

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

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

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

Legal References

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

Cross References

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

Rutherford County Board of Education

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

1 INTERROGATIONS BY SCHOOL PERSONNEL

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

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

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

14 INTERROGATIONS BY POLICE AT ADMINISTRATOR'S REQUEST

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

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

23 POLICE-INITIATED INTERROGATIONS

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

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

3 **SEARCHES BY SCHOOL PERSONNEL**

4 *General*

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

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

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

14 *Searches of Students*

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

19 *Searches of Vehicles, Lockers, and Enclosures*

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

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

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

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

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

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

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

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

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

USE OF ANIMALS

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

USE OF METAL DETECTORS

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

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

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

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

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

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

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

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

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

30 **SEARCHES BY POLICE**

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

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

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

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

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

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

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

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

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

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

Legal References:

1. TCA 49-6-4203(b)

Cross References:

- Procedural Due Process 6.302
Child Abuse and Neglect 6.409

Rutherford County Board of Education

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

1 PHYSICAL EXAMINATIONS¹

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

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

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

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

20 IMMUNIZATIONS

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

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

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

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

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

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

Legal References

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

Rutherford County Board of Education

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

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

5 **COMMITMENT TO COORDINATED SCHOOL HEALTH**

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

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

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

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

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

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

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

3 **EVALUATION OF EFFECTIVENESS OF WELLNESS PROGRAM**

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

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

12 **COMMITMENT TO NUTRITION**

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

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

25 **DISTRICT GOALS**

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

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

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

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

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

9 **COMMITMENT TO CURRICULUM**

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

11 **SCHOOL HEALTH INDEX³**

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

15 **RECORD KEEPING COMPLIANCE**

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

Legal References

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

Cross References

Rutherford County Board of Education

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

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

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

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

17 ENROLLMENT

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

22 PLACEMENT

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

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

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

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

12 **RECORDS**

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

16 **SERVICES¹⁰**

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

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

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

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

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

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

Legal References

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

Cross References

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

Rutherford County Board of Education

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

1 ONLINE COURSES

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

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

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

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

17 COURSE ACCESS PROGRAM

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

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

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

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

Legal References

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

Cross References

Homebound Instruction 4.206
Grading System 4.600
Graduation Requirements 4.605

Rutherford County Board of Education

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

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

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

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

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

Cross References

Graduation Requirements 4.605

Rutherford County Board of Education

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

1 *General*

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

7 **PROCESS FOR REQUESTING A SCHEDULE ACCOMODATION**

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

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

Legal References

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

Cross References

ROCKY FORK MIDDLE SCHOOL

Principal
Jennifer Clark

100 Thunderstorm Lane
Smyrna, TN 37167

www.rfm.rcschools.net



Assistant Principals
Alan Davis
Dustin Brannon

Phone: 615-904-6780
Fax: 615-904-6781

October 30, 2020

Mr. Lee and the Rutherford County School Board,

Please find attached our request for a block backstop wall and concrete slab for our baseball facility. The plan, estimate and schedule are also attached.

Thank you for your consideration,

A handwritten signature in blue ink that reads 'Jennifer D. Clark'. The signature is written in a cursive style.

Jennifer D. Clark

Principal

Rocky Fork Middle School

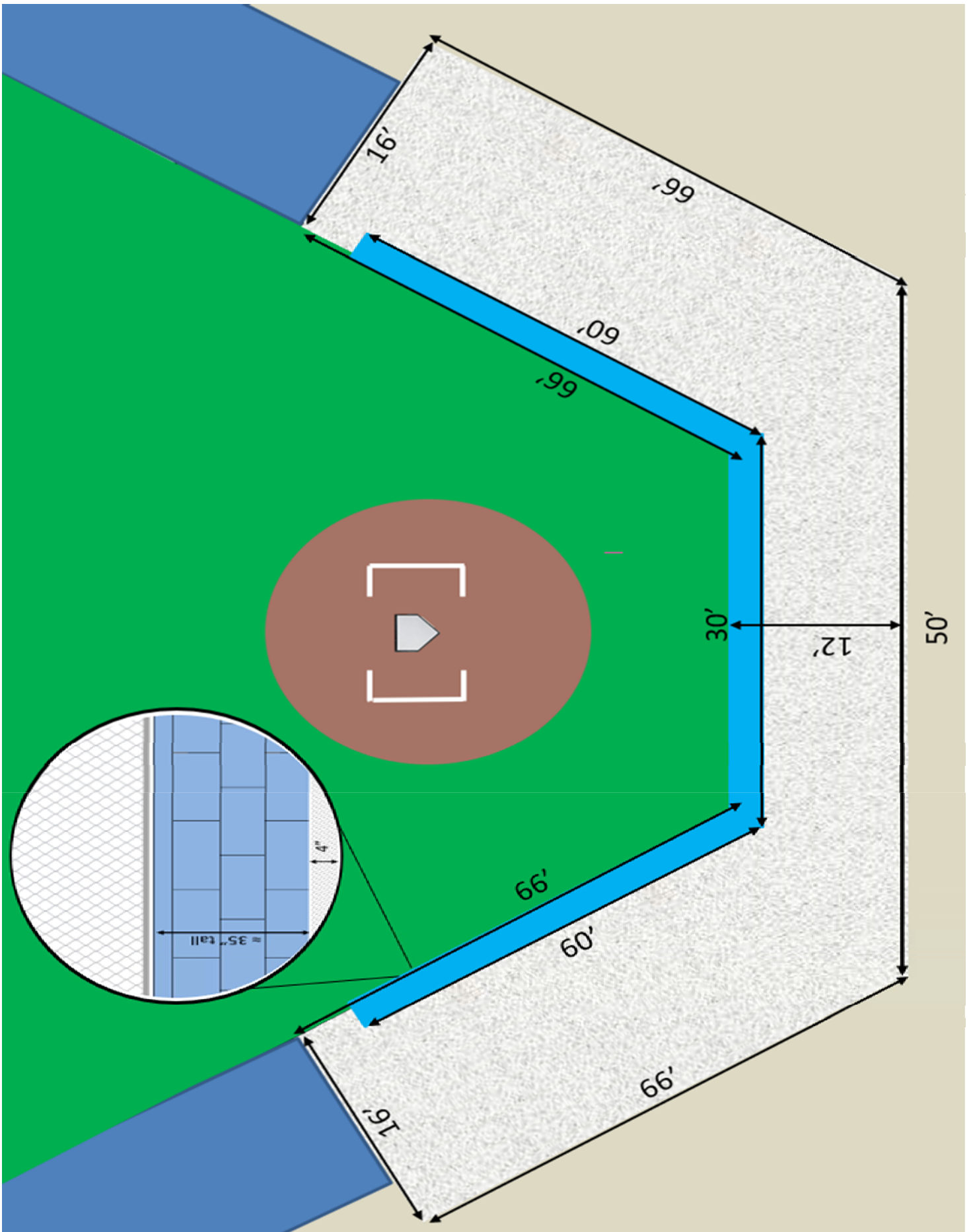
Rutherford County Schools

Application for Campus Construction Project

Before any request for construction of proposed buildings will be forwarded to the Rutherford County School Board, the following form must be filled out in full and submitted to the Rutherford County Schools Engineering and Construction Department with a letter from the School Principal, a site plan, floor plan and elevations (if applicable), a full estimate, and schedule.

1. School Name: Rocky Fork Middle School
2. Principal: Mrs. Jennifer Clark
3. Project Name: Block Backstop Wall and Concrete Slab
4. Assistant Principal who is overseeing the project: Mr. Alan Davis
5. Does project support recreational sports, athletics or education? Athletics
6. Does this project meet all gender equity criteria? Yes, the softball team already has a backstop wall
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.) Baseball
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate. Form B
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources. Funding source is the Baseball Team Account through various fundraising endeavors the team has undertaken
10. If a grant or funded by a foundation/donor/charitable organization, what is the foundation's name? Do construction plans meet criteria for funding? N/A
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan? N/A
12. Do you have a site layout showing where this project will be constructed on campus? Yes Form A
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? Yes
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? N/A
15. Are plans drawn and stamped by Architect/Engineer? N/A
16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes) N/A
17. What is your time line for completion of project? When will it start and when will it be completed? Mid-October to Early-December
18. If stated that construction project is at no cost to school Board all cost should be included in project. This includes electrical, plumbing, and mechanical services. Form B
19. Do you have a contractor for constructing/completing the project? What is the name of Contractor? If no, who will be overseeing the project from the community and who will be doing the work? Form C

Form A



Form B

Rocky Fork Middle Baseball Dugouts/Storage Facility Project Estimate

- 34 cubic yards of concrete (footers and slabs) ≈ \$2,500
*note- 10 cubic yards of concrete to be donated
- Formwork, ground leveling, concrete finishing labor = free from Concrete Doctors
*note- sponsorship banner will be made as gratitude to business
- 16" x 8" x 8" cinder block (\$1.00 each) = NTE \$100
*note- majority donated for free, but need ≈ 60 more
- Cinder block/brick construction (\$0.90 each) = \$1,350 (Uhle's Masonry)
*note- \$250 of cost taken off for season sponsorship

Total ≈ **\$3,850**

Form C

Contractors List

- Concrete formwork/labor- Concrete Doctors (Smyrna, TN)
- Cinder Block/Brick Backstop Wall Construction- Uhles' Masonry (Smyrna, TN)
- Concrete for Padding- Smyrna Ready Mix (Smyrna, TN)

This Instrument Prepared By:
David A. Ives, Deputy City Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

Map 090D Group A Parcel 008.00

SANITARY SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), cash in hand to us paid by **CITY OF MURFREESBORO**, a municipal corporation in Rutherford County, Tennessee, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to accrue to our land of which the hereinafter described parcel of land is a part, the undersigned **RUTHERFORD COUNTY BOARD OF EDUCATION**, (hereinafter referred to as "Grantor") has this day bargained and sold and does hereby transfer unto said **CITY OF MURFREESBORO**, (hereinafter referred to as "Grantee") a municipal corporation located in Rutherford County, Tennessee, its successors and assigns, a permanent sanitary sewer easement in, upon, along, under, through and across the parcel described below, together with all necessary rights of ingress and egress to and from said parcel of land, for the purpose of locating, laying, constructing, installing, servicing, repairing, replacing, enlarging, maintaining, and operating a sanitary sewer or sewer line, together with all necessary or appropriate fittings, appliances and appurtenances thereto, in, upon, along, under, through and across said parcel of land. Said parcel is located in Rutherford County, State of Tennessee, substantially as shown on **Exhibit A** and is more particularly described as follows:

30' SANITARY SEWER EASEMENT:

A STRIP OF LAND LYING IN THE 21TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY RUTHERFORD COUNTY BOARD OF EDUCATION- DANIEL McKEE ALETERNATIVE SCHOOL D.B. 119, PG. 476 (R.O.R.C.,TN) ON THE NORTH, EAST, & WEST, AND HALLS HILL PIKE ON THE SOUTH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF RICHARD HILL R.B. 1703, PG. 2769 (R.O.R.C.,TN); THENCE, WITH THE NORTHERN RIGHT OF WAY OF HALLS HILL PIKE N 73°36'42" E FOR A DISTANCE OF 12.01' TO THE POINT BEGINNING; THENCE, ACROSS THE LANDS OF RUTHERFORD COUNTY BOARD OF EDUCATION-DANIEL McKEE N 08°35'19" W FOR A DISTANCE OF 164.12' TO A POINT; THENCE, N 81°30'46" E FOR A DISTANCE OF 30.00' TO A POINT; THENCE, S 08°35'19" E FOR A DISTANCE OF 159.96' TO A POINT ON THE NORTHERN RIGHT OF WAY HALLS HILL PK; THENCE, WITH SAID RIGHT OF WAY S 73°36'42" W FOR A DISTANCE OF 30.28' TO THE

POINT OF BEGINNING, HAVING AN AREA OF 4861 SQUARE FEET, 0.11 ACRES.

Grantor's source of title being instrument recorded at Deed Book 119, Page 476, in the Register's Office of Rutherford County, Tennessee.

This easement is subject to all other easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

TO HAVE AND TO HOLD said easement unto said **CITY OF MURFREESBORO**, its successors and assigns.

Grantor covenants that they are lawfully seized and possessed of said parcel of land; that it has a good and lawful right to transfer and convey said easement; and that said parcel of land is unencumbered, except for applicable zoning regulations and as otherwise set forth herein.

Grantor further covenants and bind itself, its heirs, successors and assigns forever to warrant and defend the title to said easement unto said **CITY OF MURFREESBORO**, its successors and assigns, against the lawful claims of all persons.

Grantor further covenants and bind itself, its heirs, successors and assigns in title or interest in and to said parcel of land or any part or portion thereof, not to construct or maintain any building or other structure of any kind upon said parcel of land, and not to do or cause or permit to be done upon said parcel of land any other thing or act of any kind whatsoever that will cause or be likely to cause damage or injury to the above referred to sanitary sewer or sewer line including its fittings, appliances and appurtenances.

By its acceptance of delivery of this instrument **CITY OF MURFREESBORO** covenants and binds itself, its successors and assigns to repair and restore all fences, if any, that may be required to be cut or to be temporarily removed in, and to clean and remove all surplus dirt, rock and other debris, caused by or resulting from the locating, laying, constructing, installing, servicing, repairing, and maintaining of the said sanitary sewer or sewer line, including its fittings, appliances and appurtenances thereto, and also insofar as reasonably practicable, to fill, grade and restore the surface of the land, as related to the construction of the sanitary sewer line.

Wherever used in this instrument, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS MY HAND, this _____ day of _____, 20__.

RUTHERFORD COUNTY BOARD OF EDUCATION

BY: _____

ITS: _____

STATE OF _____)
: ss
COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged such person(s) to be member(s) of **RUTHERFORD COUNTY BOARD OF EDUCATION** the within named bargainor, and that such person(s), as such member(s), executed the within instrument for the purposes therein contained, by signing the name of the bargainor by such person(s) as member(s).

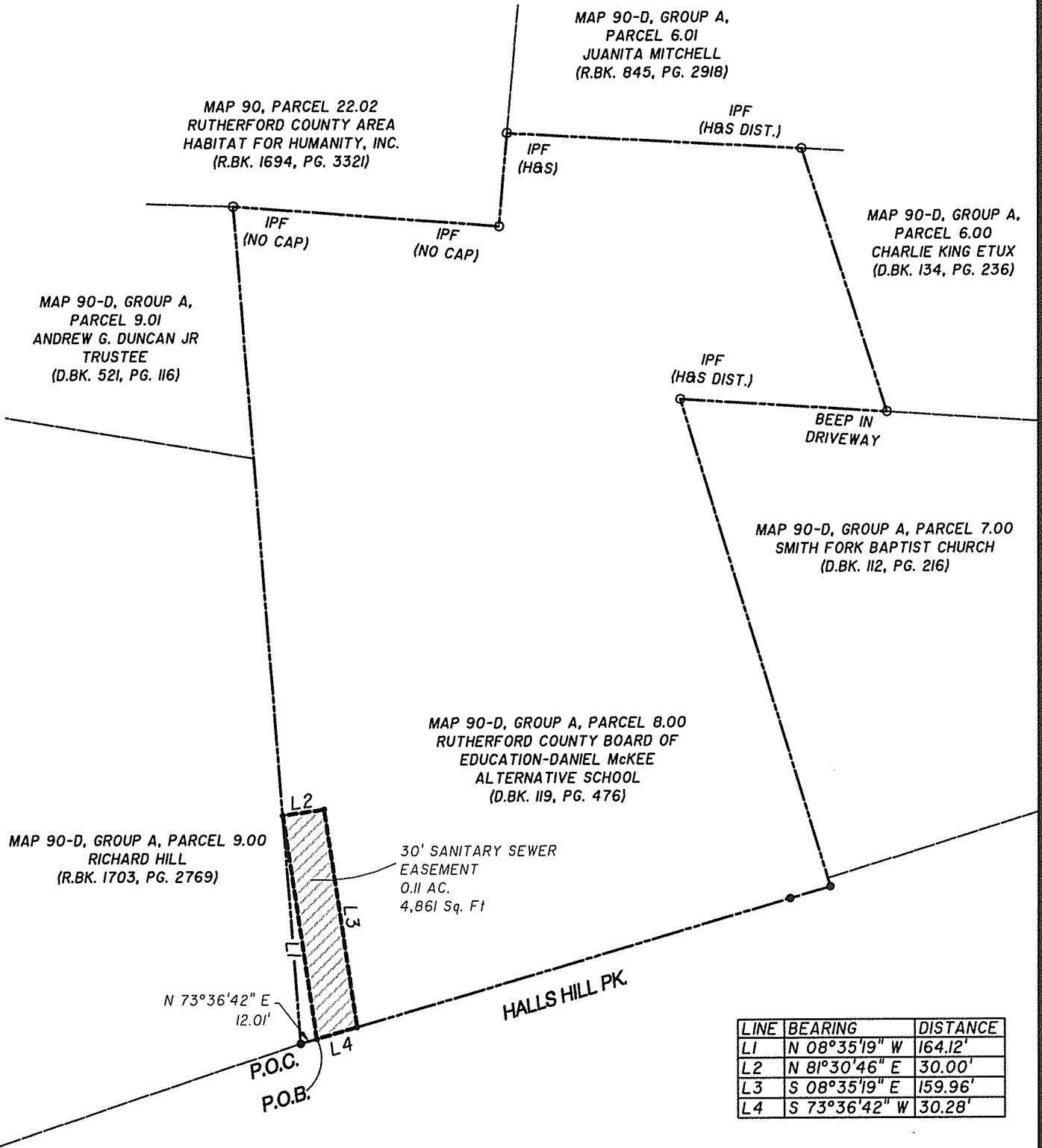
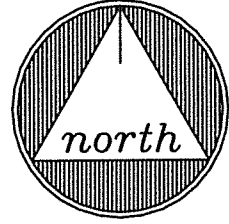
Witness my hand and seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____ (SEAL)

SEC, Inc. SITE ENGINEERING CONSULTANTS
ENGINEERING SURVEYING LAND PLANNING

850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129
 PHONE: (615) 890-7901 • E-MAIL: DPARKER@SEC-CIVIL.COM • FAX: (615) 895-2587



RUTHERFORD COUNTY BOARD OF EDUCATION
 DANIEL McKEE
 30' SANITARY SEWER EASEMENT EXHIBIT
 MAP 90-D, GROUP A, P/O PARCEL 08.00
 DEED BOOK 119, PAGE 476

DATE 12-11-2019 SCALE 1"=100'

10134

CHANGE ORDER



PROJECT: CHANGE ORDER NUMBER: 1

ROCK SPRINGS ELEMENTARY SCHOOL PROJECT DATE: 11/10/2020

TO: Rutherford County Board of Education
 2240 Southpark Drive
 Murfreesboro, TN 371128 CONTRACT DATE: 6/12/2019

CONTRACT FOR: ROCK SPRINGS ELEMENTARY
 ADDITIONS/RENOVATIONS

The Contract is changed as follows:

Credit of remaining allowances \$ (95,853.27)

TOTAL CHANGE ORDER NO. \$ (95,853.27)

Not valid until signed by the Contractor and Subcontractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	8,119,800.00
Net change by previously authorized Change Orders.....	\$	-
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was.....	\$	8,119,800.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	(95,853.87)
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be.....	\$	8,023,946.13

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by () days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

<u>Rutherford County Board of Education</u> SUBCONTRACTOR	<u>Boger Construction LLC</u> CONTRACTOR	<u>Binkley Garcia Architecture, LLC</u> ARCHITECT
<u>2240 Southpark Drive</u> Address	<u>111 Imperial Blvd., Suite F100</u> Address	<u>5556 Franklin Rd., Suite 201</u> Address
<u>Murfreesboro, TN 371128</u>	<u>Hendersonville, TN 37075</u>	<u>Murfreesboro, TN 371128</u>
<u>BY</u>	<u>BY</u>	<u>BY</u>
<u>DATE</u>	<u>DATE November 10, 2020</u>	<u>DATE</u>

Wilson Elementary School

WIS

16 AC +/-

Rutherford County Schools
General Purpose School Budget Amendment

December 17, 2020

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

This amendment is to budget for additional instructional technology and special education contract services that are necessary to maintain the delivery of instruction to our students this during the ongoing COVID 19 pandemic. Expenditures include \$1,588,600 for 4,700 additional student laptops for RCS distance learners, \$354,000 for additional content filter technology for online learning platforms and \$353,141 additional costs to deliver contracted therapy and distance learning services to our higher need special education students. Funding for these additional costs are derived from a \$814,607 Federal Remote Learning Technology grant, \$574,963 of additional E-rate funding, a \$45,000 Federal Technology Connectivity grant, \$353,141 in Federal IDEA High Cost Reimbursement funds and \$688,795 of growth textbook budgeted funds. It should be noted that all local funding that is being utilized in this budget amendment will be in the second request to FEMA in a COVID 19 disaster grant program reimbursement request.

Recommended motion:

To approve this budget amendment for additional instructional technology incurred from the COVID 19 pandemic and high need Sped contracted services costs.

Approved by the Rutherford County Board of Education on 12/17/20

Coy Young, Board Chairman

Bill Spurlock, Director of Schools

Fund 141 - General Purpose School					
Function	Object	Amended Budget	Plainview Elem Start-up Decreases	Plainview Elem Start-up Increases	Amended Budget
34655	Committed for Education			1,500,000	1,500,000
39000	Unassigned Fund Balance	42,644,902	1,590,629		41,054,273
Function	Object	Amended Budget	Increases	Decreases	Amended Budget
72410	Principals	4,933,627	41,322		4,974,949
72410	Bookkeepers/secretaries	1,489,133	8,242		1,497,375
72410	Assistant Principal(s)	7,374,286	2,562		7,376,848
72410	Secretaries	1,503,128	11,158		1,514,286
72410	Social Security	1,055,559	3,924		1,059,483
72410	State Retirement	1,703,013	6,491		1,709,504
72410	Medical Insurance	3,269,322	11,581		3,280,903
72410	Employer Medicare	247,748	918		248,666
72410 Total		24,644,648	86,197		24,730,845
72610	Custodial personnel	8,270,877	2,907		8,273,784
72610	Social Security	507,756	180		507,936
72610	State Retirement	812,960	295		813,255
72610	Medical Insurance	2,034,724	1,007		2,035,731
72610	Employer Medicare	119,176	42		119,218
72610 Total		28,948,532	4,432		28,952,964
Grand Total		476,387,491	90,629		476,478,120
<p>This amendment budgets \$90,629 for a short duration of the current fiscal year for a school principal, assistant principal, two clerical employees and a lead custodian to begin school operations at Plainview Elementary as it prepares to open for instruction in the upcoming school year. Additionally, this amendment moves \$1,500,000 from unassigned fund balance to committed fund balance to cover the first-year operating costs of Plainview Elementary School. It should be noted that the current State BEP funding structure will not pay for any of the new administrative costs related to this new school until FY 22-23 due to funding deficiencies in the BEP formula that penalizes growing counties.</p>					
Recommended Motion:					
To approve this budget amendment as presented to provide start-up funds for Plainview Elementary School					
Approved by Rutherford County Board of Education 12/17/2020					
Coy Young, Chairman					
Bill C. Spurlock, Director of Schools					

Fund 141 - General Purpose School						
Function	Object		Amended Budget	COVID 19 Temp Employ & Cust Supplies		Amended Budget
				Decreases	Increases	
40210		Local Option Sales Tax	67,635,000		406,093	68,041,093
Total Revenue & Operating Transfers			611,327,091		406,093	411,733,184
Function	Object		Amended Budget	Increases	Decreases	Amended Budget
72130	168	Temporary Personnel		145,000		145,000
72130	201	Social Security	544,719	8,990		553,709
72130	212	Employer Medicare	127,836	2,103		129,939
72130 Total			12,959,346	156,093		13,115,439
72610	410	Custodial Supplies	1,050,000	250,000		1,300,000
72610 Total			28,952,964	250,000		29,202,964
Grand Total			426,473,120	406,093		426,879,213
<p>This GPS Fund amendment is to budget for payroll expenditures of \$156,093 for the temporary transfer of fifty-five full and part time school nutrition employees that was approved by the school board and presented to the county Health and Ed and Budget committees, early in the school year.</p> <p>This temporary transfer of school nutrition employees was brought about due to a lack of cash flow in the school nutrition fund and from a need for substitute teachers and light duty custodians to cover for quarantined teachers and regular custodians in our schools. We are also requesting \$250,000 more in funds for additional cleaning supplies to cover costs related to sanitizing schools and increased cleaning of the school buildings, a need brought about directly by the ongoing COVID 19 pandemic. It should be noted that reimbursement for these additional costs will be requested for reimbursement in a FEMA disaster relief grant.</p>						
Recommended Motion:						
<p>To amend the General-Purpose School budget as presented for the payroll expenses of the Emergency COVID 19 Temporary Custodians and Classroom Facilitators as well as additional needed custodial cleaning supplies. Funds for this amendment to come from a portion of the local option sales tax funds being receipted. amendment will increase the over budget for the first part of the fiscal year. It is noted that this budget local option sales tax annual budget line item to \$68,041,093, which is still \$49,012. less than actual collections of local option sales tax for last fiscal year and is still a conservative revenue budget for the current 2020-2021 fiscal year.</p>						
Approved by Rutherford County Board of Education 12/17/2020						
Coy Young, Chairman						
Bill C. Spurlock, Director of Schools						

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

For Fiscal Year Ended June 30, 2021

This addendum shall be incorporated into the current substitute contract between Rutherford County Schools (RCS) and Advantage XP is amended for the period December 18, 2020 to May 31, 2021 as follows:

1. Rutherford County Schools will pay Advantage XP the below proposed daily bill rate each day for an Advantage XP substitute that meets the below-referenced criteria and has been quarantined as a result of being a contact of an individual positive or probable for the COVID-19 virus as a direct result of the substitute teacher being in a Rutherford County School classroom during their work assignment.
2. To receive quarantine pay, the Advantage XP substitute must have worked an average of at least three (3) days a week for the last six (6) weeks as a substitute teacher for Rutherford County Schools. Qualifying substitutes will receive their normal pay amount, as detailed below, for this weekly average of days, not to exceed ten (10) days of pay.
3. Advantage XP will separate the cost of this addendum to the contract on invoices for service to Rutherford County Schools.
4. There will be a funding limit on this contract addendum not to exceed \$25,000.
5. It is expressly stated by Advantage XP that the proposed daily bill rate to RCS for this quarantine leave payment plan has been reduced to omit all Advantage XP profit margin.

6. Pay Table:

CLASSIFICATION	DAILY BILL RATE	
NON-CERTIFIED SUBSTITUTES	\$ 80.00	\$ 94.09
CERTIFIED SUBSTITUTES	\$ 90.00	\$ 105.04

Hire Thinking, Inc. d/b/a Advantage XP

Date approved by RCS Board

Coy Young, Rutherford County School Board Chairman

Bill Spurlock, Director of Schools

Rutherford County Schools

December 17, 2020

Motion to Declare Milk Inventory on Hand as of 12/17/2020 in the School Cafeterias Surplus and to Donate the Milk Inventory to the local Nourish Food Bank

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

Recommended motion:

To declare surplus and donate the remainder of 9,078 ½ pint cartons of milk to Nourish Food Bank after all RCS students have been served. Monetary value of milk is \$2,213.16

Approved by the Rutherford County Board of Education on 12/17/20

Coy Young, Board Chairman

Bill Spurlock, Director of Schools