

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

**JULY 27, 2022
5:00 P.M.**

AGENDA

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

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

5. APPROVAL OF CONSENT AGENDA (TAB 1)

- A. Minutes: July 7, 2022 Board Meeting
July 18, 2022 Special Called Board Meeting**
- B. Community Use of Facilities**
- C. Out of County Transfer Student (1)**
- D. Transportation: Request for voluntary termination of contract Bus #111
Request for voluntary termination of contract Bus #139
Request for voluntary termination of contract Bus #171
Request for voluntary termination of contract Bus #179
Request for voluntary termination of contract Bus #258**
- E. Nepotism: Kirsten Herrington – Special Education EA - Stewartsboro Elementary
Caylie Warrick – Special Education EA - Stewartsboro Elementary
Teresa Scott – Special Education EA - Lascassas Elementary
Chatassia Grigsby – English Teacher – LaVergne High
James Hudson – Educational Assistant – LaVergne High
Genesis Lopez – Educational Assistant – LaVergne High
Shelby Moore – PE Teacher – Cedar Grove Elementary**

- F. Routine Bids: Bid #3609 – Color and Copy Paper**
Bid #3610 – PE Uniforms
Bid #3611 – Laminating Film
Bid #3612 – Tech. Parts and Multimedia Equip.
Bid #3613 – Window Blinds
Bid #3614 – Orlando, FL Choral Trip (Oakland High)

Request for Purchase:

Blackman High School would like to purchase a Toro Mower (77280) V-twin engine with 48” Cutting Deck in the amount of \$6,000.00 from Dickens Turf & Landscape. Negotiated Bids are on file and Dickens Turf and Landscape was the overall lowest bid.

To be funded through Blackman High School.

G. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Drew Brewer	NTE \$5,937.50	Oakland High	OHS Swimming Boosters	Swim Coach
Jeffery Kent	NTE \$3,000.00	Oakland High	Oakland Endzone Club	Summer weights and conditioning
Seth Gregory	NTE \$2,000.00	Stewarts Creek High	School Funds-Choir	Clinician
Desmond Ng	\$20/lesson	Blackman Middle	School Funds-Band	Private lessons
Joshua Pyper	NTE \$1,200.00	Eagleville	School Funds-Band	Percussion Staff
Lee Johnson	NTE \$600.00	Riverdale	School Funds-Band	Band Camp/Season
Lee Johnson	\$25/lesson	Riverdale	RHS Band Boosters	Clarinet Lessons
John Wilson	NTE \$1,000.00	Riverdale	RHS Band Boosters	Band Camp + Marching Band Season Staff
Rex Davis *3	NTE \$200.00	Rockvale High	School Funds-Band	Band Camp – Percussion
William Childress	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Mini Camp Bass Clarinet Tech
Kyle Ramsey	\$27/hour	Siegel High	Siegel High Band Boosters	Percussion Director
Amanda Vogel	\$26.50/hour	Siegel High	Siegel High Band Boosters	Color Guard/Winter Guard
Jordan Morack	NTE \$500.00	Smyrna High	School Funds-Band	Flute Sectionals
Emily Shular *3	NTE \$300.00	Smyrna High	School Funds-Band	French Horn sectionals for Band Camp

Mary Braschler	NTE \$4,000.00	Stewarts Creek High	School Funds-Band	Collaborative Keyboard
Rex Davis	NTE \$8,000.00	Stewarts Creek High	School Funds-Band + Stewarts Creek High Music Boosters	Percussion Instruction
Peter Rogahn	NTE \$4,000.00	Stewarts Creek High	School Funds-Band	Collaborative Keyboard
Rayshawn Frazier	Hourly	Blackman High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Ron Jones	Hourly	Blackman High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Tony Woods	Hourly	Blackman High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Lynn Dunlap	Hourly	Stewarts Creek High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
John Nicosia	Hourly	Stewarts Creek High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Stacy Suggs	Hourly	Stewarts Creek High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Delana Easley	Hourly	All Schools	School Funds - Choir	Piano accompanist

**Unless listed as an hourly rate

1. Approved previously for an amount \$500
2. Overtime rate for special events
3. Anticipate amounts over \$500 this school year
4. Amend prior approval
5. Less than \$500 but part of event total
6. Must have the approval of the Transportation Dept.

H. Non-Faculty Volunteer Coaches:

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

The following non-faculty volunteer coaches are for the 2022-23 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Will Childress	Siegel High School	Band
Jordan Morak	Smyrna High School	Band
Joshua Pyper	Eagleville School	Band
Desmond Ng	Blackman Middle School	Band
Olivia Starnes	Riverdale High School	Band

John Cameron Wilson	Riverdale High School	Band
Isaac Collins	Siegel High School	Band
James Hill	Blackman High School	Basketball
Kelci Williams	Blackman High School	Volleyball
Phillip Krepp	Buchanan	Archery
McKennah Campbell	Central Magnet	MS Cheer
Darcy Leach	Central Magnet	Cross Country
Amy Ouellette	Central Magnet	Cross Country/Track
Collier Smith	Central Magnet	MS Tennis
Charles Hunter	LaVergne High School	Football
Darius Montgomery	LaVergne High School	Football
Chauncey Smiley	LaVergne High School	Football
Allyson Lillis	Oakland High School	Cheer
Erika Avei Logoleo	Oakland High School	Volleyball
Demondre Ogleton	Oakland Middle School	Cheer
Thurman Bailey	Riverdale High School	Softball
Jacob Fujino	Riverdale High School	Football
Rakel Hankins	Rockvale High School	Volleyball
Kevin Phillips	Rockvale High School	Football
Morgan Sheehan	Rockvale High School	Cheer
Madison Vanderhorst	Rockvale Middle School	Softball
Brandon Baker	Siegel High School	Football
Arabella Bouchard	Siegel High School	Volleyball
Eli Wellman	Siegel High School	Boys/Girls Soccer
Jaden Lasley	Siegel Middle School	Baseball
Kenneth Mangram Jr.	Stewarts Creek High School	Football
Malik Reynolds	Stewarts Creek High School	Football
Trevor South	Stewarts Creek High School	Wrestling
Erin Anderson	Thurman Francis	Volleyball
Kelly Hagar	Thurman Francis	Boys/Girls Soccer/Girls Basketball
Ryan Sanford	Thurman Francis	Tennis
Sean Buchanan	Blackman High School	Football
Jackie Barnes	Blackman High School	Football
Demetrius Sanders	Blackman High School	Football

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

6. VISITORS

7. SUPPORT OF EDUCATORS RESOLUTION (TAB 2)

The Board of Education recognizes the significant contributions of teachers and staff, and their dedication to the students of our school system. Our teachers and staff have gone beyond the call of duty to maintain exemplary education in the face of Covid and other challenges over the last several years. The Board values our teachers and staff in our system and wants to thank them for the success of our school system. The success of our school system would not be possible without the dedicated and tireless work of our teachers and staff.

8. INTRODUCTION

Brian Runion- Assistant Superintendent for Budget and Finance

9. SPOTLIGHT ON EDUCATION

Whitworth-Buchanan Middle School recognized as Model School

Principal April Sneed will give a presentation on her school's honor of being recognized as a Model School this summer.

10. HARD TO STAFF BONUS FOR ROY WALDRON SCHOOL

Recommended Approval---motion to approve the hard to staff bonus of \$4,000 to each certified educator at Roy Waldron School following protocols of all other signing bonuses in RCS as presented.

11. ATHLETICS/EXTRACURRICULAR (FOR DISCUSSION)

Discussion on permitting classified employees to serve as athletic coaches and extracurricular sponsors.

12. IXL LEARNING TITLE 1 (TAB 3)

LaVergne Middle students use the IXL program as guided practice to help support and reinforce standards and skills taught in the classroom. The IXL program will also assist teachers in collecting data and help them plan for students in need of remediation and enrichment. Data will provide for student-centered PLC conversation and teacher reflection. The IXL program will be available for all students and used in all core classrooms to help move students toward proficiency on assessments.

Details: Annual subscriptions (2022-2023 school year) IXL site license with unlimited instructor accounts in the subject areas of Math, ELA, Science, and Social Studies.

Total cost: = \$28,125.00 (Quote #2062981-2022)

Recommended Approval---motion to approve Title I funds to pay for Annual Subscription IXL site licenses with unlimited instructor accounts. LaVergne Middle’s Title I School Funds will pay 100% of the cost as presented.

13. CURRICULUM AND INSTRUCTION (TAB 4)

1. Carl D. Perkins Reserve Grant

The Carl D. Perkins Reserve grant is a competitive grant process, and we were awarded \$30,000 for the Secondary Education work for CTE Equipment and \$20,000 for student industry certifications for the funding period of July 1, 2022 – June 30, 2023 for a total of \$50,000.

Recommended Approval---motion to approve the Carl D. Perkins Reserve Grant for \$50,000 to provide funding for Secondary Education work for CTE Equipment and student industry certifications for the funding period of July 1, 2022 – June 30, 2023 as presented.

2. Federal Programs

Curriculum and Instruction is requesting to reorganize federal programs and student support services to fall under the Curriculum and Instruction Department. This change would require the modification of the admin index to create a new index of Director instead of a new position. The proposed index would fall between that of Coordinator and Assistant Superintendent and is proposed at 1.30.

The federal programs coordinator job description would be modified to a Director of Federal Programs and Special Populations. This position would oversee the departments of special education, Federal programs, 504, and English as a Second Language.

Recommended Approval---motion to approve the modification of the admin index to create an index of 1.30 for a “Director” position and to modify the job description of federal programs coordinator to the Director of Federal Programs and Special Populations as presented.

3. Cognitive Abilities Test (CogAT)

The Instruction Department is requesting to continue using the Cognitive Abilities Test (CogAT) as a 2nd grade screener for academic aptitudes and gifted abilities. The cost of the assessment is \$54,000.

Recommended Approval---motion to approve the purchase of CogAT for the 2022-2023 school year as presented.

14. STATE HEALTH PLAN BENEFIT PREMIUMS (TAB 5)

1. ACTIVE EMPLOYEES

The new 2023 Health Benefits monthly premiums are being submitted to the Board for approval. There is a comparison chart of what the premiums would have been if we had stayed with the County vs what they are in moving to the State. This chart also breaks down the employer contribution as well as the employee's contribution with the percentage the employee is responsible for.

Recommended Approval---motion to approve the new monthly premiums for Healthcare benefits for 2022 – 2023 school year as presented.

2. PRE-65 RETIREES

The new 2023 Health Benefits monthly premiums are being submitted to the Board for approval. There is a chart of the premiums moving to the State Health Plan. This chart also breaks down the employer contribution as well as the employee's contribution with the percentage the employee is responsible for.

Recommended Approval---motion to approve the new monthly premiums for Healthcare benefits for 2022 – 2023 school year as presented.

15. Memorandum of Understanding Between Volunteer Behavioral Health Care System and Rutherford County Schools (TAB 6)

This Memorandum of Understanding (MOU) documents an agreement between Volunteer Behavioral Health Care System, hereinafter referred to as “VBHCS,” and Rutherford County Schools, hereinafter referred to as “Rutherford Board of Education” or “Rutherford County Schools,” each individually as the “Party” and collectively as the “Parties.” Whereas, VBHCS desires to enter into a Memorandum of Understanding with the Rutherford Board of Education to provide the services described herein and further described in VBHCS contract with the State of Tennessee, Department of Mental Health and Substance Abuse Services (TDMHSAS) for School Based Behavioral Health Liaison Services (SBBHL) to the students within Rutherford County Schools.

Recommended Approval---motion to approve the agreement between Volunteer Behavioral Health Care System and Rutherford County Board of Education as presented.

16. LEGAL (TAB 7)

Policy Adoption - First and Final Reading

The below policy changes are recommended on the first and final reading as they are necessary to take effect before the start of the 2022-2023 school year.

1. Policy Changes

a. Policy 1.102: Board Members Legal Status

Changes requirement that candidates be qualified voters and residents for one year prior to running as a candidate pursuant to change in state law.

b. Policy 1.808: Registered Sex Offenders

Clarifies language to mirror current law.

c. Policy 2.806: Bids and Quotations

Increases bid threshold from \$25,000 to \$50,000 and adds exemption from competitive bidding for services from an insurance provider pursuant to change in state law.

d. Policy 3.202: Emergency Preparedness Plan

Adds language for remote learning drills pursuant to change in state law.

e. Policy 3.400: Student Transportation Management

Adds language to clarify first priority of contracts.

f. Policy 4.101: Instructional Standards

Adds language for complaints regarding prohibited concepts pursuant to change in state law.

g. Policy 4.210: Credit Recovery* Adds language for grades under the state uniform grading system pursuant to change in state law.

h. Policy 4.212: Virtual Education Program

Adds language for situations for virtual education programs pursuant to change in state law.

i. Policy 4.402: Selection of Instructional Materials (Other than Textbooks)

Adds language that district must maintain and post online a current list of materials in a school's library collection pursuant to change in state law.

- j. Policy 4.403: Reconsideration of Instructional Materials and Textbooks**
Adds procedures for library collections to ensure materials are appropriate pursuant to change in state law.
- k. Policy 4.406: Use of the Internet**
Adds public hearing requirement and parental consent pursuant to change in state law.
- l. Policy 4.4061: Employee Use of Social Media and Personal Websites**
Adds clarification for use of social media and personal websites by employees.
- m. Policy 4.600: Grading System**
Changes grading policy from 7-point scale to 10-point scale pursuant to change in state law.
- n. Policy 4.602: Grade Point Average (GPA) and Class Rank (9-12)**
Changes grading policy from 7-point scale to 10-point scale pursuant to change in state law. Removes criteria for graduating classes of 2020 to 2022.
- o. Policy 5.200: Separation Practices for Tenured Teachers**
Cleans up language regarding retirement in light of new policy 5.119 (employment of retirees) pursuant to change in state law.
- p. Policy 5.201: Separation Practices for Non-Tenured Teachers**
Cleans up language regarding retirement in light of new policy 5.119 (employment of retirees) pursuant to change in state law. Adds language for non-renewal notices.
- q. Policy 5.701: Substitute Teachers**
Cleans up language regarding retirement in light of new policy 5.119 (employment of retirees) pursuant to change in state law.
- r. Policy 6.200: Attendance**
Removes requirement that students have good academic performance to be eligible for a driver's license pursuant to change in state law. Clarifies language for excused absences.
- s. Policy 6.204: Attendance of Non-Resident Students**
Adds language giving boards choice to allow children of district employees to attend tuition-free pursuant to change in state law.
- t. Policy 6.312: Use of Personal Communication Devices and Electronic Devices**
Changes cell phone device by grade band.
- u. Policy 6.318: Admission of Suspended or Expelled Students**
Removes requirement that Commissioner of Education be notified if enrollment denied to out-of-county student pursuant to change in state law.

v. Policy 6.409: Reporting Child Abuse

Changes training requirement for employees pursuant to change in state law. Changes reporting if abuse involves a person affiliated with the school district.

w. Policy 6.502: Foreign Exchange Students

Clarifies language for acceptance of foreign exchange students.

x. Policy 6.505: Students in Foster Care

Adds language that district must designate a foster care liaison pursuant to change in state law.

2. New Policies

a. Policy 5.119: Employment of Retirees

New policy to create option for employment of retirees pursuant to change in state law.

Recommended Approval of Two Motions:

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

17. FACILITIES AND CONSTRUCTION (TAB 8)

1. Transportation Director Updated Job Description

The Engineering and Construction and the Human Resources Department are requesting an updated job description for the Transportation Director position to include revised language and updated job description.

Recommended Approval---motion to approve the updated Transportation Director job description with the revised language and updated job description as presented.

2. 5 Year Building Plan Update (For Information)

18. FINANCIAL MATTERS (TAB 9)

1. GPS Fund Budget Amendment

This budget amendment funds eight additional athletic trainers for RCS high and middle schools. Funding for these additional positions is derived from a recently approved three-year agreement with Tennessee Orthopedic Alliance and additional State BEP funds allocated above the May 2022 BEP estimate that was used for the original revenue budget line for BEP for FY 22-23.

Recommended Approval---motion to approve the GPS Fund budget amendment of \$547,190 of both revenue and expenditures as presented in detail as presented.

2. Board Recognition of the Rockvale 12th Man Club at Rockvale High School as an RCS School Support Organization (SSO)

Per RCS Board Policy 2.404, only a group or organization that has entered into a written cooperative agreement with the board may use the name, mascot, or logo of a school or the school district to solicit or raise money, materials, property, securities, services, or other things of value. The Rockvale 12th Man Club has provided all information requested from the board recently updated written cooperative agreement and can be recognized as an RCS SSO. It is noted that this SSO is in the process of applying for an IRS determination letter to be recognized as a 501(c)3 non-profit entity and, in compliance with the BOE written cooperative agreement cannot open a separate checking account until this process is completed. Until that time, the booster club will utilize the Rockvale High student activity funds for all its financial activities and be subject to the BOE financial policies and procedures.

Recommended Approval---motion to approve Rockvale 12th Man Club at Rockvale High School as an RCS School Support Organization (SSO) as presented.

3. 2022-2023 Approved Fees

Per Policy 6.707, “prior to the beginning of school each year, the Board, upon the recommendation of the principals and Director of Schools, shall approve all student fees for the upcoming school year. Additional fees may be approved during the year as needed.”

Recommended Approval---motion to approve the fee list as presented for the 22-23 school year.

4. Review & Update of Rezoning Consultant with Consideration to Add Building Capacity

Recommended Approval---motion to approve adding the addition of building capacity to the contract with RSP Consulting as presented.

5. My Benefits Channel Sole Source Vendor

Rutherford County Board of Education request to use My Benefits Channel as a sole source approved vendor for their services in the amount of \$131,375.00. My Benefits Channel is currently being utilized by Rutherford County Government. In order to pull information from payroll our system must sync with what the County Government is currently using. To be funded through Human Resources.

Recommended Approval---motion to approve the use of My Benefits Channel as a sole source approved vendor for their services in the amount of \$131,375.00 as presented.

19. INSURANCE UPDATE

20. DIRECTORS UPDATE

1. Salary Study Update

2. Vacant Position Update

21. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

22. FEDERAL RELATIONS NETWORK (FRN) UPDATE

23. GENERAL DISCUSSION

24. ADJOURNMENT

25. EXECUTIVE SESSION

**RUTHERFORD COUNTY BOARD OF EDUCATION
2240 Southpark Drive
Murfreesboro, TN 37128**

Minutes of July 7, 2022

Board Members Present

Tiffany Johnson, Board Chair

Shelia Bratton, Vice-Chair

Coy Young

Jim Estes

Claire Maxwell

Tammy Sharp

Tim Holden

Dr. James Sullivan, Director of Schools

1. CALL TO ORDER

Board Chair, Tiffany Johnson called the meeting to order at 5:00 P.M.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Dr. James Sullivan.

3. MOMENT OF SILENCE

A Moment of Silence was observed.

4. APPROVAL OF AGENDA

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

Vote: All yes

Motion passes.

5. APPROVAL OF CONSENT AGENDA

A. Minutes: June 16, 2022 Board Meeting

B. Community Use of Facilities

**C. Transportation: Request for voluntary termination of contract Bus #129
Request for voluntary termination of contract Bus #221**

D. FY23 Consolidated Application Approval for IDEA/ESEA

E. Agreements for Transporting Students to Tennessee School for the Blind (TSB)

Murfreesboro City Schools: This agreement is for the provision of transportation services for students from Murfreesboro City School system on Rutherford County buses that currently go to the Tennessee School for the Blind (TSB) and Tennessee School for the Deaf (TSD). This service has been provided in the past on a space available basis. The Murfreesboro City School system will reimburse Rutherford County \$54.41 per student per day for transportation to TSB.

Bedford County Board of Education: This agreement is for the provision of transportation services for students from Bedford County Board of Education on Rutherford County buses that currently go to the Tennessee School for the Blind (TSB). This service has been provided in the past on a space available basis. The Bedford County Board of Education will reimburse Rutherford County \$54.41 per student per day for transportation to TSB.

F. Contractual Agreement with NHC Rehabilitation

G. Contractual Agreement with Feltz Therapy Services, LLC

H. Renewal of Lease Agreement with Smyrna Parks and Recreation

**I. Routine Bids: Bid #3603 – Custodial Supplies and Equipment
Bid #3608 – Floor Demo and Replacement (John Coleman Annex Cafeteria)
Bid #22-05 – Bus Video Surveillance Systems**

J. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Chandler Tygard	NTE \$5,600.00	Blackman High	School Funds-Football	Morning Supervision + Summer workout program

Richard Beard	NTE \$1,000.00	Oakland High	School Funds-Girls + Boys Basketball	Filming the games
Dianne Howard	NTE \$550.00	Oakland High	School Funds-Girls + Boys Basketball	Keeping the score clock for Girls + Boys Basketball
Justin Stanford *6	NTE \$1,000.00	Oakland High	School Funds-Boys + Girls Soccer	Working the gate + Bus driver
Heather Egan	\$23.50/hour	Oakland Middle	Alinea Church/Various Facility Users	Site Supervisor
Melissa West	\$23.50/hour	Oakland Middle	Alinea Church/Various Facility Users	Site Supervisor
Ali Arman	NTE \$800.00	Riverdale	School Funds-Soccer	Youth Camp Coach
Fulton Kendrick	NTE \$600.00	Riverdale	School Funds-Baseball	Baseball Camp
Barry Marton *6	NTE \$10,000.00	Riverdale	School Funds-Various Accounts	Bus Driver
Scott Kinney	NTE \$500.00	Rockvale High	School Funds-Band	Band Camp Sectionals
Reginald Coleman	NTE \$500.00	Smyrna High	School Funds-Band	Sectionals
Brenda Duke	NTE \$500.00	Smyrna High	School Funds-Band	Clarinet Sectionals
Lindsey Mears	NTE \$500.00	Smyrna High	School Funds-Band	F.C. Sectionals
Keith Dudek	\$25/lesson	Blackman Middle	School Funds-Band	Private Lessons
Michael George	\$25/lesson	Blackman Middle	School Funds-Band	Private Lessons and small groups
Tonya Lawson	\$30/lesson	Blackman Middle	School Funds-Band	Private Lessons
Rebecca Murphy	\$25/lesson	Blackman Middle	School Funds-Band	Private Lessons
Wilson Sharpe	\$20/lesson	Blackman Middle	School Funds-Band	Private Lessons
Nathan Brewer	NTE \$600.00	Eagleville	School Funds-Baseball	Baseball Camp
Will Friedenreich	NTE \$600.00	Eagleville	School Funds-Baseball	Baseball Camp
Carter Rockhold	NTE \$600.00	Eagleville	School Funds-Baseball	Baseball Camp
Ryan Winters	NTE \$600.00	Eagleville	School Funds-Baseball	Baseball Camp
Melissa Mears	\$60/hour	Oakland High	School Funds-Choir	Voice Lessons

Thurman Bailey	NTE \$500.00	Riverdale	Riverdale Softball Boosters	Assistant Softball Coach
Jessica Gadue	NTE \$600.00	Riverdale	Riverdale Band Boosters	Band Camp
Jessica Gadue	\$25/lesson	Riverdale	School Funds-Band	Private Lessons
Nicolas Peterson	NTE \$1,500.00	Riverdale	Riverdale Baseball Boosters	Assistant Baseball Coach
Keith Dudek	\$50/service	Rockvale High	School Funds-Band	Percussion Sectionals/Lessons
Christopher Mondak	\$50/service	Rockvale High	School Funds-Band	Jazz Band Sectionals/Lessons
David Skinner	\$50/service	Rockvale High	School Funds-Band	Trumpet Sectionals/Lessons
Katherine Aydelott	\$60/hour	Rockvale High	School Funds-Band	Private Lessons
Emily Church	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Marching Band Instructor – Band Camp/Mini Camp
Evan Clifton	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Private Lessons + Sectionals for Low Brass
Emmett Fernekes	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Rehearsing, Teaching music, Fundamentals, etc.
Nikolai Hmeljak	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Teach visual program and trumpet/brass section
Michael Hamby	NTE \$1,800.00	Smyrna High	School Funds-Band	Band Camp – Color Guard Instruction
David Hobbs	NTE \$500.00	Smyrna High	School Funds-Band	Trumpet Sectionals for Band Camp
Landon Stanley	NTE \$1,500.00	Smyrna High	School Funds-Band	Drumline Tech/Instructor
Ethan Wilson	NTE \$600.00	Smyrna High	School Funds-Band	Percussion Sectionals
Cheryl Brimer *2	Hourly	Stewartsboro	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Marjorie Cameron *2	Hourly	Stewartsboro	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year

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6. Must have the approval of the Transportation Dept.

K. 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 2022-23 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Katherine Aydelott	Siegel High School	Band
Emily Church	Siegel High School	Band
Isaac Dortch	Smyrna High School	Band
Keith Dudek	Blackman Middle School	Band
Keith Dudek	Rockvale High School	Band
Michael Embry	Smyrna High School	Band
Emmett Fernekes	Siegel High School	Band
Jessica Gadue	Riverdale High School	Band
Jessica Gadue	Rockvale Middle School	Band
Michael George	Blackman Middle School	Band
David Hobbs	Smyrna High School	Band
Tonya Lawson	Blackman Middle School	Band
Christopher Mondak	Rockvale High School	Band
Rebecca Murphy	Blackman Middle School	Band
Alex Noriega	Smyrna High School	Band
Wilson Sharpe	Blackman Middle School	Band
David Skinner	Rockvale High School	Band
Landon Stanley	Smyrna High School	Band
Ethan Wilson	Smyrna High School	Band
Rex Davis	Rockvale High School	Band
Rex Davis	Stewarts Creek High School	Band
Lee Johnson	Riverdale High School	Band
Emily Sholar	Smyrna High School	Band
Cora Enzor	Blackman High	Girls Basketball
Steelton Flynn	Blackman High	Cross Country
Jeremy Selvidge	Blackman High	Cross County/Track
Curtis Farmer	Buchanan	Archery
Kasey Gregory	Buchanan	Archery
Natalie Wolfe	Buchanan	Archery
Heather Junkins	Central Magnet	MS Girls Soccer
Mary Catherine Smith	Central Magnet	Volleyball
Igor Zhislin	Central Magnet	Chess
George Achard	LaVergne High	Girls Soccer
Eboni Phillips	LaVergne High	Cheer
Tristan Quadrini	LaVergne High	Girls Soccer

Alexandria Symonette	LaVergne High	Cheer
Sierra Williams	LaVergne High	Volleyball
Kaylee Alford	Oakland Middle	Hip Hop
Reynaldo Hill	Oakland Middle	Football
Travarus Holloway	Oakland Middle	Football
Omar Lyons	Oakland Middle	Boys Basketball
Veronica Brown	Riverdale	Dance
Derek Fuqua	Riverdale High	Football/Track
Derek King	Rockvale Middle	Football
Christopher Williams	Rocky Fork	Football
Cedric Doss	Siegel High	Football/Girls BBall
Hayli Meeks	Siegel High	Girls Soccer
Anna Renshaw	Siegel High	Volleyball
Scott Smith	Siegel High	Football
Zachary Hudson	Smyrna High	Football
Jennifer Fernandez	Stewarts Creek High	Softball
Bryce Haven	Stewarts Creek High	Football/Wrestling
Scott Helton	Stewarts Creek High	Wrestling
Molly Leonard	Stewarts Creek High	Dance
Austin Moore	Stewarts Creek High	Girls Basketball
Sloan Moore	Stewarts Creek High	Volleyball
Brent Walker	Stewarts Creek High	Cross Country/Track
Darius Brown	Whitworth/Buchanan	Volleyball/Boys-Girls BBall
William Holliday	Whitworth/Buchanan	Girls Basketball
Harrison, Macari	Central Magnet	Girls Basketball

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the consent agenda as presented.

Vote: All yes

Motion passes.

6. INTRODUCTION

Dr. Sullivan introduced Dr. Kelly Chastain as the new Assistant Superintendent for Curriculum and Instruction.

7. VISITORS

Tommy McClendon, a Financial Advisor from VALIC spoke and gave information for Rutherford County employees. Marcia Speis discussed the alignment of pay for skilled RCS ESL Educational Assistants.

8. EVALUATION INSTRUMENT FOR NEW DIRECTOR OF SCHOOLS

Mrs. Johnson suggested to table this item until the next regular scheduled Board Meeting on July 28, 2022.

9. TRANSPORTATION

1st Priority List

- | | |
|-----------------------------|------------------------------|
| 1. Sandra Davis | 10. JoAnn Hartsell |
| 2. Brian Neal | 11. Charles Leonard |
| 3. Casey Lee Leonard | 12. Loleta Scott |
| 4. Candi Chase | 13. Sherri Parks |
| 5. Jon Marc Brandon | 14. Elsa Anbissie |
| 6. Carl McKnight | 15. Kimberly Jernigan |
| 7. Janice Jernigan | 16. Nicole Younes |
| 8. Brittany West | 17. Dale Thomas |
| 9. Whitney Powell | |

2nd Priority List

- | | |
|-----------------------------|-------------------------------------|
| 1. Michael Crosslin | 14. Kristy Crosslin |
| 2. Roy W. Dye | 15. Clint Jernigan |
| 3. Alison Brown | 16. Thomas Jernigan |
| 4. Bobby Goode | 17. Melinda Black |
| 5. Holly Lane | 18. Dan Ayers |
| 6. Sallie Brown | 19. Gary Carter |
| 7. Margaret Williams | 20. Clarissa Smith |
| 8. Brandon Lane | 21. Greg Grant |
| 9. Steve Ricketts | 22. Ronnie Hobbs |
| 10. Lisa Adams | 23. Pam Goode |
| 11. Brittany Ford | 24. D & R Transportation |
| 12. Lori Thomas | 25. Tyler Black |
| 13. Kelly Hobbs | |

Pursuant to Policy 3.405 Bus contract award procedures, the new contractor list for the 2022-2023 school year. These two lists (first priority – regular bus drivers who have driven for two full school years, and second priority – those who currently own one or more contracts) are for approval in order to facilitate the awarding of new bus contracts on a timely basis for the beginning of the new school year and thereafter as contracts are turned into the Transportation Department through the year.

Motion made by Ms. Sharp, seconded by Mr. Estes, to approve the two priority lists for bus contracts, effective for school year 2022-2023 as presented.

Vote: All yes.

Motion passes.

10. 2022-2023 CALENDAR MODIFICATION

Proposal to move back to a 2-hour abbreviated day instead of a full instructional day for the last day before Winter Break. This change would be for December 16th for the 22-23 SY. For payroll purposes, this day would count as a full day for all full time classified and certified staff.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the modification of the 22-23 calendar to include the December 16th school day as a 2-hour abbreviated day instead of a full day. For payroll purposes, this day would count as a full day for all full time classified and certified staff as it counts as a full instructional day in our calendar for TDOE as presented.

Vote: All yes.

Motion passes.

11. SPECIAL EDUCATION

A. License Agreement with Lexia

This agreement is to purchase Reading Intervention student licenses and training to address students with disabilities with deficits in reading. The district plans to purchase 750 student licenses with training and support. The cost should not exceed \$65,400.00 to be paid with IDEA Part B Special Education Funds.

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve the purchase of Lexia student licenses and training not to exceed \$65,400.00 to be paid with IDEA Part B Special Education Funds as presented.

Vote: All yes.

Motion passes.

B. Contractual Agreement with Special Kids, Inc.

The contract with Special Kids, Inc. is for Special Education related and nursing services. These services will provide speech/language, occupational therapy, physical therapy, and nursing services to Rutherford County School students in Special Kids facilities. Hourly rates for therapy are \$82.50 per hour. Daily rates for nursing services are \$185.00 per day. The total cost not to exceed \$25,000.00 during the 2022-2023 school year and will be paid from GP Special Education funds.

Motion made by Mr. Holden, seconded by Mr. Young, to approve the Contractual Agreement with Special Kids, Inc. Not to exceed \$25,000.00 during the 2022-2023 school year, will be paid from GP Special Education funds as presented.

Vote: All yes.

Motion passes.

C. Special Education Coach Job Description Change

The Special Education Department is requesting an update to the current job title and description. The position currently titled, Special Education Liaison, is recommended to be titled, Special Education Coach, in keeping with the coaching model of other central office supports provided to building level teams.

Motion made by Mrs. Maxwell, seconded by Mr. Young, to change the current title of Special Education Liaison to Special Education Coach as presented.

Vote: All yes.

Motion passes.

12. STELLAR THERAPY SERVICES CONTRACT RENEWAL

The Stellar contract for the Nursing Medicaid Reimbursement Program in Rutherford County Schools is up for annual renewal. The TennCare billing guidelines for school-based nursing services have been revised and will become effective July 1, 2022. Included in these changes is a requirement that, in order to bill for services, a Nurse Practitioner, Physician's Assistant or MD must provide "clinical oversight" of the school nurses providing these services for students. Stellar can provide these oversight services, but they have also offered a 5% decrease in their administrative fee (from 20% to 15%) if Rutherford County Schools is able to do so instead. Sarah Winters is in discussions with Dr. Amanda Gammel, the current Medical Director for RCS, to ensure that she is able to do so.

Medically necessary, covered services in the IEP or IHP that are ordered by the PCP or treating provider may be reimbursed. Services that are reimbursable include the following:

- **Assessment and treatment of acute and chronic illnesses**
- **Blood glucose monitoring and testing**
- **Tracheostomy care and suctioning**
- **Colostomy care**
- **Catherization**
- **Administration of oral medication – per tube**
- **O2 saturation monitoring (pulmonary and/or cardiac disease)**
- **G-Tube feeding**
- **Wound care**
- **Nebulizer treatment**
- **Medication administration for medically fragile students as identified in IEP or IHP**

Since 2/2019, Nursing Services reimbursements have totaled \$27,876, with \$19,566 being the net proceeds for RCS. No services were billed in 2021-2022 due to COVID-19.

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the renewal of Stellar Therapy Services Contract as presented.

Vote: All yes

Motion passes.

13. HUMAN RESOURCES

A. Acro Service Corporation

The Human Resource Department would like to utilize the Recruitment Staffing Service awarded to ACRO Service Corporation from the Omnia Contract #16111. Acro will bill a participating public agency a permanent hire services fee equivalent to 16% of the starting annual salary (including guaranteed compensation of any kind, but excluding variable compensation, e.g., performance-based bonuses) at which the applicant recruited by Acro or its associate vendors is hired by the participating public agency. For purposes hereof, annual salary shall be defined as: hourly pay rate x 2080, or weekly pay rate x 52, or monthly pay rate x 12. We will only be charged for their services if or when we hire any applicants that they send to us.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the recruitment services of Acro Service Corporation through General Purpose funds for the 2022-2023 school year as presented.

Vote: All yes.

Motion passes.

B. Accounting Supervisor Updated Job Description

The Human Resource Department is requesting an updated job description for the Accounting Supervisor position to include revised language including a bachelor's degree in Accounting or Finance with 5 progressive years of governmental accounting experience; of an Associate Degree with at least 20 years of governmental accounting experience with CGFM or CCFO designation.

Motion made by Mr. Holden, seconded by Ms. Sharp, to approve the updated Accounting Supervisor job description with the revised language of bachelor's degree in Accounting or Finance with 5 progressive years of governmental accounting experience; or Associate Degree with at least 20 years of governmental accounting experience with CGFM or CCFO designation preferred as presented.

Vote: All yes.

Motion passes.

14. ESL EA SALARY SCHEDULE

ESL EA's current salary schedule is classified as a Level 2 under the description of General Educational Assistant. It has been requested to review the ESL Educational Assistants skill level considering the unique abilities and differences in duties they perform.

15. REVIEW OF CLASSIFIED PAY SCALE

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to undertake a review of Classified and Certified review of the pay scale with an outside party.

Roll Call Vote: Yes – Mrs. Maxwell, Mr. Estes, Mrs. Bratton, Mr. Young, Ms. Sharp,
Mr. Holden, Mrs. Johnson

No - None

Motion passes.

16. INSTRUCTION

A. EPP Specialist to Rutherford TeachNOW Coordinator

Due to the growth of our Educator Preparatory Program and the requirements from TDOE as an official licensed program, request to transfer one EPP Specialist position to Rutherford TeachNOW coordinator. Currently, the duties of this position split between CTE and Rutherford TeachNOW. This move will align the program as a partner with Rutherford County Schools but also as a separate licensing entity.

Total fiscal impact of estimated cost of \$8,000.00

Motion made by Mr. Holden, seconded by Mr. Young, to approve the new position of Rutherford TeachNow Coordinator by internal transfer of EPP Specialist position at an estimated cost of \$8,000.00 as presented.

Vote: All yes.

Motion passes.

B. Adult High School Lead Teacher

The Adult High School Lead Teacher currently oversees operations of the Rutherford County Adult High School. This program is not connected with the former Rutherford County Adult Education Program. Curriculum and Instruction is requesting to move this lead teacher (12 month) position to that of a specialist to oversee the Adult High School program and to serve as the program specialist for the Rutherford County Online program. This position was formerly a specialist position prior to the 18-19 school year.

Motion made by Mr. Young, seconded by Mr. Holden, to approve the transfer of Adult High School Lead Teacher to that of a specialist to also oversee the Rutherford County Online program. Total fiscal impact of approximately \$12,000.00 as presented.

Vote: All yes.

Motion passes.

C. Rutherford County Proposed Admin Index

As part of the Salary Committee established during the 21-22 SY, all admin indexes were increased with the exception of “Special School”. Proposal to increase Special Schools administrative index to 1.25 from 1.20. This is the same rate of pay that the Rutherford County Virtual School was funded the past two years.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve administrative index of Special Schools from 1.20 to 1.25 for a total estimated cost of \$20,000.00 total as presented.

Vote: All yes.

Motion passes.

D. Nepotism Policy: Per Policy 1.108

“With the exception of substitute employees, members of an immediate family should not be assigned to the staff in the same school plant (facility) unless some unusual circumstance exists which makes it in the best interest of the educational program as approved by the director of schools, principals, assistant principals or other supervisors are prohibited from having an immediate family member working under their direct supervision. The director of schools may recommend exceptions to this policy; however, all exceptions require prior approval of the Board of Education.” The four employees seeking approval are as follows: Diane Campbell, Kathy Mosier, Metayo Lozano and Gayle McClanahan. Dr. Sullivan stated in the future, this item will be placed on the Consent Agenda.

Motion made by Mrs. Maxwell, seconded by Ms. Sharp, to approve exceptions to this policy as recommended by the Director of Schools as presented.

Vote: All yes.

Motion passes.

E. Signing Bonus Incentive for Hard to Staff Subject Area

Due to several factors, including salaries of neighboring districts to our North end schools, it is requested to approve a hard to staff incentive of \$4,000 for certified staff at LaVergne Middle and LaVergne High School for the 22-23 SY, as well as additional schools as approved by the Board. This proposed hiring incentive will match the signing bonus stipulations already in place for the 22-23 SY. This proposal will include all certified staff members, current and new, for the 22-23 SY. Incentives earned with this initiative will be in addition to any other staffing incentives already approved.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve a \$4,000 hard to staff hiring incentive for all certified staff members at LaVergne Middle and LaVergne high for the 22-23 SY, as well as additional schools as approved by the Board. Funds for the staffing incentive would be first utilized with funding from open teaching positions at LMS/LHS as presented.

Vote: All yes.

Motion passes.

F. CERTICA (CASE) Assessment

Curriculum and Instruction is requesting to use the Certica (CASE) benchmark assessment for the 22-23 SY. RCS will administer the benchmark assessments in two windows (Fall and early Spring). Additionally, Mastery Connect and Grade Cam are part of the assessment package for use by all RCS educators for data tracking and formative assessment creation. This will be the 3rd year of utilizing the assessment. The total cost is \$751,050.00 and is part of the general-purpose budget for the 22-23 SY. The increase in cost from 21-22 is due to increased enrollment and the addition of 1st grade to the assessment platform.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the purchase of Certica (CASE) assessment platform for the 22-23 SY as presented.

Vote: All yes.

Motion passes.

G. School Counseling

The Instruction Department is requesting to purchase a district-wide curriculum for bullying prevention and child abuse prevention to comply with TCA 49-6-4503 2(a) and Erin's Law, Public Chapter 623. The K-5 curriculum, Second Step, is provided by Committee for Children and is listed by the TDOE as one of the suggested curricula choices. The material is age appropriate and will be delivered by School Counselors, as appropriate.

Motion made by Mrs. Maxwell, seconded by Mr. Young, to approve the one-time purchase of Second Step for bullying prevention and child abuse prevention for the 22-23 school year at a cost of \$56,901.60 as presented.

Vote: All yes.

Motion passes.

H. ELA Assessment Alignment Project

Thirty selected K-5 Teachers/Coaches, 5 per grade level, will work to align and create assessments to be used with EL Modules. The teachers will participate in PD provided by RCS Elementary ELA Specialists to ensure work keeps to the integrity of the curriculum and standards. Teachers will analyze standards, question stems, and question types to assist them in creating TNReady-like assessments for all Modules that provide teachers with aligned data to guide instruction to improve student achievement. Teachers will be paid a stipend of \$50.00 per hour for a total of 18 hours, 9 per semester for a total not exceeding \$35,000.00.

Motion made by Mrs. Bratton, seconded by Mr. Estes, to approve ELA Assessment Alignment Project which will include a teacher stipend of \$50.00 per hour for a total of 18 hours, 9 hr. per semester not exceeding \$35,000.00 as presented.

I. Hard to Staff Incentive for Retirees

Due to the lack of applicants for certified positions, request to approve a hard to staff incentive for Retirees of \$5,000 for the 22-23 SY. To qualify, retirees would need to teach at either LaVergne High School or LaVergne Middle School (pending Board approval of prior item) or teach in an already established hard to staff certification area. Funds for hard to staff incentive for retirees would be first utilized with funding from open teaching positions.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve hard to staff incentive for retirees for the 22-23 SY as presented.

Vote: All yes.

Motion passes.

J. Extended Contract for High School Teachers

Due to lack of certified applicants in several areas, and Tennessee Department of Education stipulations required for teaching certain courses, this proposal establishes an extended contract for a current teacher to serve as the official teacher of record as described in the contract. The educator would still be guaranteed a planning period at the conclusion (extended contract) of the day due to the requirements of TCA.

Motion made by Mrs. Bratton, seconded by Mr. Estes, to approve an extended contract option for unfilled teaching positions for the 22-23 SY. Funds for extended contract would be first utilized with funding from open teaching positions as presented.

Vote: All yes.

Motion passes.

K. CTE Curriculum Team Leads

The Curriculum & Instruction CTE Department would like to allocate approximately \$15,000.00 of Perkins 2022-2023 funds to support the CTE Curriculum Team Leads for our High School CTE Career Clusters. The purpose of the CTE Curriculum Team Lead would be to help develop the instructional capacity of teachers, industry partners, and students within our county. The Leads would be responsible for conducting in-person/virtual meetings for Career Cluster PLC’s and Advisory Council Meetings. The allocations are: Each participant receives a \$500.00 stipend for conducting Professional Development sessions and the Advisory Council Meetings through the PLC framework by CTE Career Clusters.

The allocations are: Each participant receives a \$500.00 stipend for conducting Professional Development sessions and the Advisory Council Meetings through the PLC framework by CTE Career Clusters.

. CTE Curriculum Team Leads		
Career Cluster	CTE Team Lead	School
Advanced Manufacturing	Lenny Ciletti	Oakland High School
Agricultural, Food, & Natural Resources	Emily Marshall	Eagleville High School
Architecture & Construction	Carrie Ott	Smyrna High School
Arts, Audio/Visual Technology, & Communications	Steve Picklesimer	Smyrna High School
Arts, Audio/Visual Technology, & Communications	Chris Bissinger	Stewarts Creek High School
Business Management & Administration/Finance	Stacie Anderson	Siegel High School
Business Management & Administration/Finance	Sherri Rogers	Oakland High School
Business Management & Administration/Finance	Jennifer Vining	Rockvale High School
Business Management & Administration/Computer Apps	Joey Reed	Eagleville High School
Education & Training	Brandy Finley	Smyrna High School
Health Science	Courtney Pruitt	Smyrna High School
Hospitality & Tourism	Frank Pinnix	Blackman High School
Human Services	Kelly Russell	Oakland High School
Human Services	TBD	TBD
Information Technology	Frank Cathey	LaVergne High School
Law, Public Safety, Corrections, & Security	Cora Proctor	Siegel High School
Law, Public Safety, Corrections, & Security	Daniel Parkhurst	Blackman High School
Marketing, Distribution & Logistics	Emily Gulledge	Siegel High School
Transportation	Bryan Staats	Riverdale High School
STEM	Mac Jones	Blackman High School

Motion made by Mr. Holden, seconded by Mr. Young, to approve allocating approximately \$15,000.00 of Perkins funds to support the CTE Curriculum Team Leads for our High School CTE Career Clusters. Each participant will receive a \$500.00 stipend for conducting Professional Development sessions through the PLC framework by CTE Career Clusters across The district to support teacher and student success as presented.

Vote: All yes.

Motion passes.

17. LEGAL

Policy Adoption – Second Readings

The below policies are recommended on the second and final reading.

- a. **Policy 1.104: Memberships**
Strikes language to remove membership from the Southern Region School Boards Association and National School Boards Association and replaces with language that district will be an affiliate member of any national associations of which TSBA is a member.
- b. **Policy 1.105: School Board Legislative Involvement**
Strikes language to remove membership from NSBA.
- c. **Policy 1.204: Board Member Development Opportunities**
Strikes language to remove NSBA and replaces with language that district will be member of other national school boards associations through TSBA.
- d. **Policy 1.407: School District Records**
Updates name and contact information for current staff attorney
- e. **Policy 2.200: Annual Operating Budget**
Adds language to comply with T.C.A. 49-3-316 (a)(2)
- f. **Policy 2.802: Payroll Procedures**
Adds language for exceptions to no advance payments of salary to reflect current district practice.
- g. **Policy 2.805: Purchasing**
Adds clarification to purchasing and bids.
- h. **Policy 3.4031: Car Accidents on School Property (new)**
Adds policy to clarify process when car accidents occur on school property.
- i. **Policy 5.802: Qualifications and Duties of the Director of Schools**
Adds language to state that doctorate degree is preferred.

j. Policy 6.202: Homeschool

Adds clarity for participation of home school students' participation in fine arts programs.

k. Policy 6.405: Medicines

Adds language to allow parent/guardian or the parent's adult designee to deliver a student's medication to the principal.

Motion made by Mrs. Maxwell, seconded by Ms. Sharp, to approve the above policies on the second and final reading as presented.

Vote: All yes.

Motion passes.

18. FINANCIAL MATTERS

State of Tennessee Retire Ready Program

In September of 2008, the Rutherford County BOE approved VALIC/AIG as the only defined contribution retirement plan vendor that Rutherford County Schools would allow employees to have payroll deductions for. In June 2022, a comparison study of the VALIC plans vs. the State of Tennessee Retire Ready Program 401 K program revealed that the State defined contribution plans had dramatically lower average administrative fees for plan participants than the VALIC plans offered.

It is now requested that the Rutherford County Board of Education recognize the State of Tennessee Retire Ready Program 401K and 457B plans as the active defined contribution plan vendor for RCS employees to receive ongoing contributions and if applicable, exchange and transfers under the plan. VALIC/AIG plans will remain as an RCS vendor authorized only to receive exchange or transfers under the plan. This change will take effect August 1, 2022.

Dr. Sullivan requested to table this item until the July meeting to allow time to gather more information. There was no opposition from the Board on this matter.

19. LAND ACQUISITION FOR BUILDING PROGRAM

The Board has previously recognized a need for land for new schools in the Blackman, Stewart's Creek, Smyrna and LaVergne areas. This agenda item is being presented for the Board to receive any updates from staff as to any prospective land that might be purchased, any recommendations for land acquisition, and/or additional steps that can be undertaken to locate land that can be acquired in these rapidly growing areas.

Upon discussion during the Board Work Session on Tuesday July 5, 2022, it is the Boards request to begin negotiation on the Blackman Property and also to contact the City on a possible purchase of a portion of the Highway 96 Property.

Motion made by Mrs. Bratton, seconded by Mr. Holden, to approve Engineering and Construction and Board Attorney, Jeff Reed to begin negotiation with the Blackman area owner at \$80,000.00 per acre plus house appraisal value. This authorization includes typical land exploration, survey and testing to determine viability and contact with Murfreesboro Water and Sewer to verify sewer accessibility. This motion also authorizes the same to contact the City on the Highway 96 Property to determine interest as presented.

Vote: All yes

Motion passes.

20. INSURANCE UPDATE

Dr. Sullivan and Dr. Anthony discussed information from the insurance meeting with the state insurance committee. Updates will be available after each meeting.

21. DIRECTORS UPDATE

Dr. Sullivan recognized Dana Nichols and Amy Connifey-Marlin, principals in attendance and thanked them for being present tonight. Dr. Sullivan also presented information on TCAP preliminary results.

22. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Maxwell gave information on TISA's public rule making hearing that will be held Thursday, July 28th in Nashville.

The Tennessee Department of Education also released information on intent to apply for the innovative school models grant to boost opportunities for career readiness and student success statewide.

23. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Mrs. Maxwell discussed information from the Biden administration placing tighter rules on Charter Schools.

24. GENERAL DISCUSSION

Mr. Holden voiced his opinion on a needs assessment analysis for charter schools.

Mrs. Johnson addressed the remarks made in regard to public education and her appreciation to all educators. Comments that were made are not supported by this School Board nor are they a reflection of our community and this Board will continue to support and encourage teachers and educational staff.

25. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 6:19 P.M.

Tiffany Johnson, Board Chairwoman

Date

Dr. James Sullivan

Date

**RUTHERFORD COUNTY BOARD OF EDUCATION
2240 Southpark Drive
Murfreesboro, TN 37128**

**SPECIAL CALLED MEETING MINUTES
July 18, 2022**

Board Members Present

Tiffany Johnson, Board Chair

Shelia Bratton, Vice-Chair

Coy Young

Jim Estes

Claire Maxwell

Tammy Sharp

Tim Holden

Dr. James Sullivan, Director of Schools

1. CALL TO ORDER

Board Chair, Tiffany Johnson called the Special Called Meeting to order at 7:00 P.M. Dr. Sullivan led the Pledge of Allegiance and a Moment of Silence was observed.

2. REVIEW AMENDED CHARTER SCHOOL APPLICATIONS FOR COMMITTEE RECOMMENDATIONS AND RESOLUTION

Board Chair, Tiffany Johnson stated both American Classical Academy as well as Springs Public School were invited to address the Board for three minutes each. Mr. McCloud, Executive Director spoke in representation of Springs Public School. Board members also expressed their thoughts and concerns regarding Charter Schools.

Dr. Kelly Chastain presented information and recommendation finding on both Springs Public as well as American Classical Academy Charter School Applications to the Board for review.

A. Springs Public School (TN) – Empower Academy

The review committee recommends authorization of the amended application for Springs Public Schools Tennessee – Empower Academy because the application meets or exceeds the criteria of the rubric in the area of academic plan, operations, and financial capacity.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the amended application for Springs Public Schools Tennessee – Empower Academy as presented.

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

Motion passes.

Adoption of Resolution for Springs Public School (TN) – Empower Academy

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell to adopt the resolution to approve Springs Public School (TN) – Empower Academy’s amended application for charter school as presented.

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

Motion passes.

B. American Classical Academy – Rutherford (ACAR)

The review committee recommends denial of the amended application for American Classical Academy – Rutherford (ACAR) because the application failed to meet or exceed the criteria of the rubric in the areas of academic plan and operations.

Motion made by Mr. Young, seconded by Mr. Holden, to deny the amended application for American Classical Academy – Rutherford (ACAR) because the application failed to meet or exceed the criteria of the rubric in the areas of academic plan and operations.

Roll Call Vote: Yes – Mrs. Maxwell, Mr. Estes, Mrs. Bratton, Mr. Young, Mr. Holden,
Mrs. Johnson

No – Ms. Sharp

Motion passes.

Adoption of Resolution for American Classical Academy – Rutherford (ACAR)

Motion made by Mr. Young, seconded by Mr. Estes, to deny the resolution for American Classical Academy – Rutherford (ACAR) amended application for charter school as presented.

Roll Call Vote: Yes – Mrs. Maxwell, Mr. Estes, Mrs. Bratton, Mr. Young, Mr. Holden,
Mrs. Johnson

No – Ms. Sharp

Motion passes.

3. ADJOURNMENT

There being no further business, the Special Called Meeting adjourned at approximately 7:38 P.M.

Tiffany Johnson, Chairwoman

Date

Dr. James Sullivan, Director of Schools

Date

FACILITIES USE

July 28, 2022

Fees

Rock Springs Elementary	Mara Evangelical Church, church conference, 9/3/22-9/4/22 8am-10pm, 2 classrooms/gym/cafeteria, \$900, *subject to COVID-19 restrictions and updates.
Stewarts Creek High	New Vision Church-Buchanan, small groups, 8/7/22-7/31/23 Sundays 9:30-10:30am, faculty break room/cafeteria, \$1080, subject to COVID-19 restrictions and updates.
Stewarts Creek High	New Vision Church-Buchanan, Easter Service, 4/8/23-4/9/23 8am- 2pm, 7 classrooms and auditorium (2 days)/cafeteria (1 day), \$910, subject to COVID-19 restrictions and updates.

No Fees

Stewarts Creek High	Ethos Youth Ensemble, youth orchestra rehearsals and concert, 9/12/22-4/24/23 Mondays 5:50-9pm(rehearsals) and 2/13/23 (concert), choir room/band room/auditorium, No fee, subject to COVID-19 restrictions and updates.
Stewartsboro Elementary	Smyrna Jr. Pro Basketball, practices and games, 10/31/22 -3/11/23 M-Sa 6-9pm M-Th and 9am-end on Sa, gym, No Fee, *subject to COVID-19 restrictions and updates.

Note: Facility use for 7/28/2022 has been granted pending Board action. The COVID-19 CDC approved recommendations were reviewed by the requestor. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

MEMORANDUM

DATE: July 18, 2022
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline

The Board has been requested to admit a transfer student under discipline from another school system. The student was remanded for possession of a vape.

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

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department has received a letter dated 7/7/22 from Cynthia Young, contractor of bus #111, requesting voluntary termination of her contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Cynthia Young, Bus #111, effective as soon as possible.

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department. has received a letter dated 7/6/22 from Jackie Young contractor of bus #139, requesting voluntary termination of his contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Jackie Young, Bus #139 effective as soon as possible.

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department has received a letter dated 7/12/22 from Clint Jernigan contractor of bus #171, requesting voluntary termination of his contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Clint Jernigan, Bus #171, effective as soon as possible.

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department has received a letter dated 7/6/22 from Ann Smith, contractor of bus #179, requesting voluntary termination of her contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Ann Smith, Bus #179, effective as soon as possible.

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department has received a letter dated 7/12/22 from Jill Ethridge, contractor of bus #258, requesting voluntary termination of her contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Jill Ethridge, Bus #258, effective as soon as possible.

**Bid #3609
Copy and Color Paper**

Item #	Description	American Paper and Twine	A-Z Office
1	8 1/2" x 11" - White Multi-Purpose Paper Basic Weight 20# Brightness 92 or greater - (Economy)	\$ 41.90	\$ 42.12
2	8 1/2" x 11" White Multi-Purpose Paper Basic Weight 24#- Brightness 92 or greater - (Laser Printer)	\$ 53.00	\$ 55.45
3	8 1/2" x 11" Bright White Laser Basic Weight 24#- Brightness 96 or greater (Color Laser)	\$ 57.00	\$ 57.65
4	8 1/2" x 11" - White Domtar 3.6" Microperforated Custom Cut Sheet, Basic Weight 20# (DMR8824)	\$ 60.00	No Bid
5	8 1/2" x 14" White Bond Xerographic Basic Weight 20#- Brightness 84 - (Legal Size-Copier)	\$ 59.50	No Bid
6	11" x 17" White Bond Basic Weight 20#- Brightness 84	\$ 47.00	No Bid
7	8 1/2" x 11" 3-Hole Punched Paper - White Multi-Purpose Basic Weight 20# Brightness 92 or greater	\$ 47.00	No Bid
8	8 1/2" x 11" Standard Colored Paper Basic Weight 20# (Please send list of colors)	\$ 56.00	\$ 61.10
9	8 1/2" x 14" Standard Colored Paper Basic Weight 20# (Please send list of colors)	No Bid	No Bid
10	11" x 17" Standard Colored Paper Basic Weight 20# (Please send list of colors)	No Bid	No Bid
11	8 1/2" x 11" Neon Colored Paper/Bright Colored (Astrobrights) - Basic Weight 20#	\$ 125.00	\$ 117.40
12	8 1/2" x 11" Premium Colors Paper Basic Weight 20# (Please send list of colors)	No Bid	No Bid
13	8 1/2" x 11" Holiday Colors Paper Basic Weight 20# (Please send list of colors)	\$ 125.00	
14	8 1/2" x 11" White Card Stock Basic Weight 67#	No Bid	No Bid
15	8 1/2" x 11" Colored Card Stock Basic Weight 67# (Please send list colors)	No Bid	No Bid
16	8 1/2" x 11" Exact Opaque Cover Stock Paper Card Stock Weight 65# Colors: canary, pink, blue, green, orchid	No Bid	No Bid
17	8 1/2" x 11" Colored Card Stock Basic Weight 67#	No Bid	No Bid
18	8 1/2" x 11" Exact Opaque Cover Paper Card Stock Weight 65# Colors: canary, pink, blue, green, orchid	No Bid	No Bid

Mailed to 16 vendors

14 vendors did not respond

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

To be funded through GPS and Individual Schools.

Bid #3610 - PE Uniforms

Company	Item #1 - T - Shirts				Item #2 - Shorts (7" inseam)				Item #3 - Shorts (9" inseam)			
BSN Sports	\$ 6.30	\$ 6.30	\$ 7.30	Port & Co.	\$ 12.40	\$ 12.40	\$ 13.40	Sport-Tek	\$ 10.00	\$ 10.00	\$ 11.00	Sport-Tek
Club Colors Buyer	\$ 8.26	\$ 8.26	\$ 8.54	Champion	\$ 10.56	\$ 10.56	\$ 10.83	A4	\$ 14.96	\$ 14.96	\$ 15.24	Champion
Home Team Athletics	\$ 6.26	\$ 7.43	\$ 7.43	Gildan	\$ 8.72	\$ 9.65	\$ 9.65	Champro	\$ 8.72	\$ 9.65	\$ 9.65	Champro
Jayour LLC	\$ 6.44	\$ 6.44	\$ 6.44	Jayour	\$ 7.28	\$ 7.28	\$ 7.28	Jayour	\$ 7.44	\$ 7.44	\$ 7.44	Jayour
Riddell	\$ 8.87	\$ 12.37	\$ 13.87	Gildan	\$ 13.50	\$ 17.00	\$ 18.50	Riddell	\$ 10.50	\$ 14.00	\$ 15.50	Riddell
Worx Group	\$ 5.10	\$ 5.10	\$ 5.27	Gildan	\$ 12.35	\$ 12.35	\$ 12.51	Champion	\$ 7.41	\$ 7.40	\$ 7.57	A4 N5296

Mailed to 40 vendors

34 vendors did not respond

Recommend: Motion to award to Worx Group for overall best bid as shown. Worx Group is a local company that will collect and pay sales tax to the State of Tennessee. We have had trouble in the past with the out of state vendors reporting the sales tax.

To be funded through individual schools.

Bid # 3611 - Laminating Film

Item #	Description	Pyramid School
1	12" x 500' x 1" (GBC 3000002)	\$ 29.98
2	18" x 500' x 1" (GBC 3000003)	\$ 37.98
3	25" x 500' x 1" (GBC 3000004)	\$ 51.96
4	25" x 500' x 2 1/4" (GBC 3000007)	\$ 59.96
5	27" x 500' x 1" (GBC 3126061)	\$ 55.98
6	Laminating Pouches - Letter size (9"x11"), heatsealed, 100/box	\$ 19.75
7	GBC E-Z Load Laminating 27" Film 25" x 500' (Part. #3748201EZ)	\$ 131.95

Mailed to 18 vendors

17 vendors did not respond

Recommend: Motion to award to Pyramid School for overall lowest and best bids as shown.

To be funded through GPS and individual schools.

Bid #3612 - Technology and Multimedia Equipment

Item Number	Part Number	Description	Adorama	B & H Photo	Bluum	CDW-G	Central Technologies	Howard Technology Solutions	Jaspertronics	Nashville's Media Services	Northstar AV	Pyramid	The Specialty Bulb
Epson Projectors & Accessories													
1	V11HA03020	Epson PowerLite 118 LCD Projector	\$ 505.00	\$ 527.00	\$ 493.37	\$ 465.00		\$ 475.00			\$ 700.00		
2	V13H010L97	Epson PowerLite 118 Replacement Lamp	\$ 55.99	\$ 65.00	\$ 85.17	\$ 65.00		\$ 63.00	* \$56.32		* \$57.00	* \$69.98	* \$64.00
3	V13H010L96	Epson PowerLite 107 Replacement Lamp			\$ 75.88	* \$50.00			* \$52.80		* \$59.00	* \$69.98	* \$62.00
4	V13H010L88	Epson PowerLite 98H Replacement Lamp		\$ 83.00	\$ 101.15	\$ 85.00		\$ 83.00	* \$60.72		* \$79.00	* \$69.98	* \$58.00
5	V13H010L78	Epson PowerLite 97, 98 & 99W Replacement Lamp	\$ 79.00	\$ 139.00	\$ 158.27	\$ 140.00		\$ 139.00	* \$60.72		* \$95.00	* \$69.98	* \$55.00
6	V13H010L71	Epson BrightLink 485Wi Replacement Lamp		\$ 83.00	\$ 91.83	\$ 80.00			* \$66.00		* \$79.00	* \$69.98	* \$56.00
7	V12H467020	Epson Active Wall Speakers ELPSP02	\$ 155.00	\$ 163.00	\$ 144.33	\$ 122.00		\$ 125.00			\$ 219.81		
8	PJF2-UNV-S	Peerless Universal Ceiling Mount Kit	\$ 100.45		\$ 111.40	\$ 100.00		\$ 120.00					
Logitech Products													
9	920-008671	Logitech MK540 Keyboard & Mouse Combo	\$ 42.00		\$ 41.82	\$ 42.00		\$ 53.00			\$ 61.84		
10	980-000802	Logitech Z150 2-Piece Speaker System	\$ 20.00		\$ 21.77	\$ 16.00		\$ 32.00			\$ 37.10		
11	981-000014	Logitech H390 USB Headset	\$ 23.54		\$ 21.67	\$ 22.00		\$ 35.00			\$ 40.68		
12	960-001257	Logitech C920s Pro HD Webcam	\$ 56.66		\$ 54.31	\$ 53.00		\$ 75.00			\$ 86.59		
Document Cameras & Display Items													
13	V12H758020	Epson DC-21 High Resolution Document Camera	\$ 512.00	\$ 499.00	\$ 494.85	\$ 475.00		\$ 479.00			\$ 728.14		
14	DC125	Lumens DC125 Ladibug Document Camera	\$ 222.09	\$ 249.00	\$ 227.37	\$ 240.00		\$ 230.00			\$ 386.15		
15	SBWD750W	ScreenBeam 750 Wireless Display Receiver			\$ 185.06	\$ 190.00	\$ 163.00	\$ 151.00					
16	SBWD960A	Screenbeam 960 Wireless Display Receiver			\$ 277.59	\$ 275.00	\$ 245.00	\$ 284.00					
Printers & Scanners													
17	1G5L3A#B1H	HP OfficeJet Pro 9015e All-In-One Inkjet	\$ 291.77		\$ 324.81	\$ 275.00					\$ 350.58		

Bid #3612 - Technology and Multimedia Equipment

Item Number	Part Number	Description	Adorama	B & H Photo	Bluum	CDW-G	Central Technologies	Howard Technology Solutions	Jaspertronics	Nashville's Media Services	Northstar AV	Pyramid	The Specialty Bulb
18	D9L64A#B1H	HP OfficeJet Pro 8210 Inkjet	\$ 168.49		\$ 174.38	\$ 175.00					\$ 218.43		
19	B11B261202	Epson WorkForce DS-530 II Scanner	\$ 345.00		\$ 334.18	\$ 325.00		\$ 322.00			\$ 500.03		
20	B11B250201	Epson WorkForce DS-870 Scanner	\$ 801.93		\$ 703.66	\$ 765.00		\$ 828.00			\$ 1,284.98		
Microsoft Products													
21	T3H-00011	Microsoft LifeCam HD-3000	\$ 29.46		\$ 27.84	\$ 28.00		\$ 30.00			\$ 35.63		
22	UTH-00001	Microsoft 4K Wireless Display Adapter	\$ 42.15		\$ 57.05	\$ 58.00		\$ 60.00			\$ 72.99		
Laptop & iPad Carts													
23	CHRGEX30i	Aver Laptop/Tablet Charging Cart 30	\$ 1,078.10	\$ 1,289.00	\$ 1,227.90	\$ 1,100.00					\$ 1,424.62		
24	CS-1610-BL	Jar Systems Essential 16 Charging Station			\$ 312.42			\$ 318.00					
Turning Technologies Items													
25	CB-A-84-00526-07	MobiView Teacher Tablet								\$ 299.00			
26	IW-A-11-00735-05-FULL	Workspace Full\Single User								\$ 99.00			
27	IW-A-11-00735-05-FULL-BLDG	Workspace Full\Building (25 Licenses)								\$ 999.00			
Projector Screen & Accessories													
28	36465 & 40932	Da-Lite Model B Screen, 8ft w/ 6" Mounting Bracket	\$ 256.25		\$ 507.66	\$ 265.00					\$ 84.96		
29	40957	Da-Lite No. 11 Mounting Bracket	\$ 22.81		\$ 40.40	\$ 22.00					\$ 6.85		

Mailed to 99 vendors
88 vendors did not respond

* 3rd Party Equivilant Item

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

To be funded through GPS, Federal Program, Building Program and Individual Schools.

**Bid #3613
Window Blinds**

Item #	Company	Window Blinds (per sq ft) Qty 1 - 24	Window Blinds (per sq ft) Qty 25 or more	One-Time Trip Charge per Job	Blind Removal (Per Blind)
1	*Commercial Window Covering	\$ 9.00	\$ 8.00	\$ 80.00	\$ 10.00

Mailed to 16 vendors

*\$500.00 minimum order required

15 vendors did not respond

Recommend: Motion to award to Commercial Window Coverings for overall lowest and best bid.

To be funded through the Maintenance Department and General Fund.

Bid #3614
Orlando, FL Choir Trip
Oakland High School
(March 22, 2023 - March 26, 2023)

Item #	Description	Bob Rogers Travel	Guardian Travel Group
1	Quad Occupancy (75-85 paying passengers) Motorcoah	\$ 1,329.00	\$1,133.00- \$1,088.00
2	Quad Occupancy (86-95 paying passengers) Motorcoach	\$ 1,259.00	\$1,281.00 - \$1,265.00
3	Quad Occupancy (96-105 paying passengers) Motorcoach	\$ 1,209.00	\$1,109.00 - \$1,095.00

Mailed to 13 vendors
11 vendors did not respond

Recommend: Motion to award to Bob Roger's Travel for overall best bid. Bob Rogers Travel offers a "Cancel For Any Reason" clause that will guarantee money back on cancelled trips that other vendors do not provide.

To be funded through Oakland High School.

**RUTHERFORD COUNTY SCHOOLS BOARD OF EDUCATION
SUPPORT OF EDUCATORS RESOLUTION**

WHEREAS, an excellent public education system is vital to both the quality of life and the economic prosperity of Rutherford County; and

WHEREAS, it is essential to have intelligent, nurturing educators committed to the mission of preparing students for a life of scholarship, integrity, and service; and

WHEREAS, research confirms that teachers have an enormous effect on student learning, second only to that of parents; and

WHEREAS, parents in our community expect classrooms to be staffed with high-quality professionals who are experts in both their content fields and effective pedagogical strategies; and

WHEREAS, the Rutherford County School District strives to meet these expectations by filling all available positions with the best and brightest educators from accredited and proven Educator Preparation Programs; and

WHEREAS, educational professionals face more diverse considerations in today's educational environment than at any other time in history, including academic performance, extracurricular activities, wellness, counseling and mental health support, among others; and

WHEREAS, educators in the Rutherford County School District demonstrate time and again that they are committed to helping all students reach their full potential by fostering engaging, safe environments that prioritize critical thinking, problem solving, and meaningful interpersonal relationships; and

WHEREAS, the Rutherford County School District has consistently been recognized for providing rigorous educational opportunities that facilitate exceptional student achievements;

NOW, THEREFORE BE IT RESOLVED, that the Rutherford County Schools Board of Education does formally offer this statement of support and appreciation for the dedicated professional educators who work tirelessly to make the Rutherford County

School District one of the best in the state of Tennessee by providing exemplary instruction, support and related services to the students of our district.

ADOPTED this _____ day of _____, 2022

RUTHERFORD COUNTY BOARD OF
EDUCATION

BY: _____
TIFFANY JOHNSON, Board Chairman

ATTEST:

JENNIFER HOPKINS, Secretary



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

RENEWAL QUOTE

QUOTE # 2062981-2022-001
DATE: JANUARY 21, 2022

TO:
Akilah King
Lavergne Middle School
382 Stones River Rd
Lavergne, TN 37086

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
William Smalls	A18-2062981	August 27, 2022 – August 27, 2023	August 27, 2022

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 6-8: 1,250 students) Subjects: Math, ELA, Science, and Social studies <i>Unlimited instructor accounts included</i>	\$28,125.00	\$28,125.00
SUBTOTAL			\$28,125.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$28,125.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](http://www.ixl.com/po-upload) or go to <http://www.ixl.com/po-upload> and enter quote # 2062981-2022-001. For international accounts, we can accept wire transfers for an additional fee.

RUTHERFORD COUNTY BOARD OF EDUCATION

JOB DESCRIPTION

Job Title: Director of Special Populations

Terms of Employment: Twelve Months Position

Immediate Supervisor: Assistant Superintendent of Curriculum and Instruction

POSITION DESCRIPTION:

Under the general direction of the Assistant Superintendent of Curriculum and Instruction, oversee and provide administrative direction and support for all federal programs (Title I, I-D, II, III, IV, IDEA Part-B & Pre-School, and McKinney-Vento), additional federal grants, and RTI² in Rutherford County in accordance with the local, state and federal guidelines.

Ensure and provide administrative direction and support for the development, implementation, evaluation, and modification of federal programs and staff and RTI² programs and staff in the school system.

ESSENTIAL DUTIES:

- Directly supervise and review the evaluation and the performance of all school-level Title-I staff, Instructional Coaches, interventionists, and district staff assigned to the department.
- Stay informed of trends and developments in all federal programs and RTI² and provide leadership in the development of district plans in these areas.
- Conduct needs assessment surveys to determine needs of the district and individual schools.
- Collect all data necessary to determine Title I eligible schools.
- Assist in the recruitment, screening, hiring, training, and assigning of federally funded positions and school-level RTI² staff and help guide their development through in-service and professional development opportunities.
- Oversee and ensure the writing, implementation, administration, monitoring, and evaluation of the district federal projects; amendments, and addenda in compliance with State and Federal guidelines.
- Complete comparability reports and submit to the State Department of Education.
- Serve as a liaison and maintain active participation with educational leaders in all federal programs and RTI² at the state, regional, and national levels.
- Evaluate federally funded personnel needs in the district-wide federal programs.
- Consult with Curriculum and Instruction staff, ESL staff, and Special Education staff, and other district departments to coordinate with these programs.
- Attend meetings of the Board of Education when called upon by the Assistant Superintendent of Curriculum and Instruction or Director of Schools.
- Coordinate with nonpublic schools as required by state and federal programs mandate.
- Interpret test results and statistical data as it pertains to federal programs and RTI².

ESSENTIAL DUTIES: (Cont.)

- Provide guidance to teachers, administrators, and staff in regard to implementing federal programs and RTI² in their schools.
- Facilitate and chair the districts RTI² team.
- Ensure the fidelity of the RTI² program implementation and collaborate with the Coordinator of Special Education to ensure state procedures are implemented for SLD eligibility.
- Conduct in-service workshops and demonstrations pertinent to methods and materials appropriate to various levels of instruction.
- Coordinate with RCS and school level RTI² teams including Title I staff/teachers, Special Education staff/teachers, Instructional Coordinators, ELL teachers, and others to aid in ensuring high-quality classroom instruction so all students receive high-quality, standards and research-based, relevant instruction in their classroom setting.
- Coordinate staff at all levels to assist in integrated data collection and assessment systems, including universal screening, diagnostics, and progress monitoring to inform decisions appropriate for each tier of RTI² service delivery.
- Work in partnership with collaborative teams to use a problem-solving system and method to identify areas of concern, develop interventions, provide daily scheduling recommendations, and evaluate the effectiveness of the intervention in a multi-tiered system of service delivery.
- Supervise and provide ongoing RTI² staff development for all school staff members and ensure all RTI² team members are trained in assessments, data analysis, programs, and research-based instructional practices.
- Engage all stakeholders to determine needs and priorities for the districts federal program.
- Assist in developing a system of parents/families notification at all stages of the instructional and intervention process.
- Oversee and approve all budgets and expenditures at the school and district level for all assigned federal programs.
- Oversee the development of the district eplan, provide professional development and collaborate with all schools in the development of each school's improvement plans.
- Maintain permanent inventory of equipment purchased with federal funds.
- Encourage and support the development and implementation of innovative instructional programs to achieve identified needs.
- Serve as district administrator for special education, ESL, Title I, and homeless/displaced student services.
- Develop training options or improvement plans to ensure the best operation in the area of special education, ESL, and other federal programs.
- Conduct other staff duties and responsibilities as directed by the Assistant Superintendent of Curriculum and Instruction.

QUALIFICATIONS:

- Strong working and application knowledge of federal programs, professional development, and implementation of RTI² programs.
- Hold a valid Tennessee Teacher's license and certification in Administration and Supervision with a minimum of five years successful teaching experience with preference given to applicants with administrative experience.
- Have leadership and management experience.
- Good communication skills. Skill in PLC collaboration, analysis of data, and using instructional best practices to improve student learning.



Quote

Prepared For

Rutherford County School District

Rutherford County School District
2240 SOUTHPARK DR
MURFREESBORO TN 37128-5507
United States

For the Purchase of:

CogAT Online Renewal

For additional information or questions, please contact:

Tara Mathis
tara.mathis@riversideinsights.com

RIVERSIDE INSIGHTS

Attention:
Kim Marable
marablek@rcschools.net

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Quote For Rutherford County School District

Material No	Title	List Price	Discount %	Sale Price	Quantity	Purchase/ Amount
2000018	Cognitive Abilities Test (CogAT) Form 7 Online Testing Levels 5/6-17/18	\$15.25	10%	\$13.72	3,600	\$49,410.00
1496935	Cognitive Abilities Test (CogAT) Form 7/8 Complete Press-on Labels	\$1.45	10%	\$1.30	3,600	\$4,698.00
Subtotal						\$54,108.00

Thank you,
Tara Mathis | Assessment Consultant |
tara.mathis@riversideinsights.com

Total Discount Amount:	\$6,012.00
Total Discount Applied:	10.00%
Subtotal Purchase Amount:	\$54,108.00
Shipping & Handling:	\$469.80
Sales Tax:	\$0.00
Total Cost of Quote (PO Amount):	\$54,577.80

RIVERSIDE INSIGHTS

Attention:
Kim Marable
marablek@rcschools.net

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Quote For Rutherford County School District

Total Cost of Quote (PO Amount) : \$54,577.80

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this Quote with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - Point of Contact for Print Materials
 - Point of Contact for Digital Materials
 - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct Ship to and Bill to information on the Quote.

Ship To: Rutherford County School District 2240 SOUTHPARK DR MURFREESBORO TN 37128-5507 United States	Bill to: 242136 Rutherford County School District 2240 SOUTHPARK DR MURFREESBORO TN 37128-5507 United States
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- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>

Date Of Quote: 6/9/2022

Quote Expiration Date: 9/7/2022

RIVERSIDE INSIGHTS

Attention:
Kim Marable
marablek@rcschools.net

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Rutherford County Schools
Comparison of Monthly Premiums for Current County Health Plans vs State Health Plans and Annual Employee Portion of Premium Savings
For Calendar Year 2023

County Health Plans 2023 CIGNA Network Premiums (10 month premium payment)

	Total Premium	Employer contribution	Employee Contribution	% Employee Contribution	Total 12 month Rutherford County General rates CY 2023
Copay plan (OAP)					
Employee Only	1,092.71	983.44	109.27	10%	910.59
Employee + Child(ren)	2,021.48	1,617.19	404.29	20%	1684.57
Employee + Spouse	2,294.70	1,835.76	458.94	20%	1912.25
Employee+Spouse+Child(ren)	3,168.80	2,535.05	633.76	20%	2640.67
Deductible Plan (OAP)					
Employee Only	1,801.68	1,441.34	360.34	20%	1501.4
Employee + Child(ren)	3,333.05	2,666.44	666.61	20%	2777.54
Employee + Spouse	3,783.59	3,026.87	756.72	20%	3152.99
Employee+Spouse+Child(ren)	5,224.74	4,179.79	1,044.95	20%	4353.95
HSA (OAP)					
Employee Only	664.90	631.66	33.24	5%	554.08
Employee + Child(ren)	1,230.01	1,107.01	123.00	10%	1025.01
Employee + Spouse	1,396.24	1,256.62	139.62	10%	1163.53
Employee+Spouse+Child(ren)	1,928.12	1,735.31	192.82	10%	1606.77
Copay plan (Local)					
Employee Only	1,049.00	954.50	94.50	9%	874.17
Employee + Child(ren)	1,940.63	1,547.26	393.37	20%	1617.19
Employee + Spouse	2,202.91	1,756.38	446.53	20%	1835.76
Employee+Spouse+Child(ren)	3,042.06	2,425.43	616.63	20%	2535.05
Deductible Plan (Local)					
Employee Only	1,729.62	1,379.02	350.60	20%	1441.35
Employee + Child(ren)	3,199.73	2,551.14	648.59	20%	2666.44
Employee + Spouse	3,632.24	2,895.98	736.26	20%	3026.87
Employee+Spouse+Child(ren)	5,015.75	3,999.05	1,016.70	20%	4179.79
HSA (Local)					
Employee Only	638.29	616.73	21.56	3%	531.91
Employee + Child(ren)	1,180.81	1,074.43	106.38	9%	984.01
Employee + Spouse	1,340.39	1,219.63	120.76	9%	1116.99
Employee+Spouse+Child(ren)	1,851.00	1,684.25	166.75	9%	1542.5

Note:
State Health Standard PPO is comparable plan in coverage to County Copay Plan
State Health Premier PPO is comparable plan in coverage to County Deductible Plan

State Health Plans 2023 BOE Premiums CIGNA & BC/BS Network Plans (10 month premium payment)

	Monthly Premium Cigna & BC/BS	Employer contribution	Employee Contribution	% Employee Contribution	Employee portion of annual savings under comparable State Health Plans CY 2022	Total 12 month State rates CY 2023
Standard PPO plan (OAP)						
Employee Only	840.00	756.00	84.00	10%	252.71	700.00
Employee + Child(ren)	1,333.20	1,066.56	266.64	20%	1,376.55	1,111.00
Employee + Spouse	1,792.80	1,434.24	358.56	20%	1,003.80	1,494.00
Employee+Spouse+Child(ren)	2,134.80	1,707.84	426.96	20%	2,067.99	1,779.00
Premier PPO Plan (OAP)						
Employee Only	897.60	718.08	179.52	20%	1,808.16	748.00
Employee + Child(ren)	1,429.20	1,143.36	285.84	20%	3,807.71	1,191.00
Employee + Spouse	1,918.80	1,535.04	383.76	20%	3,729.59	1,599.00
Employee+Spouse+Child(ren)	2,286.00	1,828.80	457.20	20%	5,877.48	1,905.00
HSA (OAP)						
Employee Only	705.60	670.32	35.28	5%	(20.40)	588.00
Employee + Child(ren)	1,113.60	1,002.24	111.36	10%	116.41	928.00
Employee + Spouse	1,506.00	1,355.40	150.60	10%	(109.76)	1,255.00
Employee+Spouse+Child(ren)	1,788.00	1,609.20	178.80	10%	140.13	1,490.00
Standard PPO plan (Local)						
Employee Only	762.00	693.42	68.58	9%	259.20	635.00
Employee + Child(ren)	1,255.20	1,004.16	251.04	20%	1,423.32	1,046.00
Employee + Spouse	1,636.80	1,309.44	327.36	20%	1,191.72	1,364.00
Employee+Spouse+Child(ren)	1,978.80	1,583.04	395.76	20%	2,208.72	1,649.00
Premier PPO Plan (Local)						
Employee Only	819.60	655.68	163.92	20%	1,866.84	683.00
Employee + Child(ren)	1,351.20	1,080.96	270.24	20%	3,783.48	1,126.00
Employee + Spouse	1,762.80	1,410.24	352.56	20%	3,837.00	1,469.00
Employee+Spouse+Child(ren)	2,130.00	1,704.00	426.00	20%	5,907.00	1,775.00
HSA (Local)						
Employee Only	627.60	608.77	18.83	3%	27.34	523.00
Employee + Child(ren)	1,035.60	942.40	93.20	9%	131.80	863.00
Employee + Spouse	1,350.00	1,228.50	121.50	9%	(7.44)	1,125.00
Employee+Spouse+Child(ren)	1,632.00	1,485.12	146.88	9%	198.72	1,360.00
Limited PPO (Open)						
Employee Only	798.00	726.18	71.82	9%	N/A	665.00
Employee + Child(ren)	1,266.00	1,012.80	253.20	20%	N/A	1,055.00
Employee + Spouse	1,705.20	1,364.16	341.04	20%	N/A	1,421.00
Employee+Spouse+Child(ren)	2,029.20	1,623.36	405.84	20%	N/A	1,691.00
Limited PPO (Local)						
Employee Only	720.00	655.20	64.80	9%	N/A	600.00
Employee + Child(ren)	1,188.00	950.40	237.60	20%	N/A	990.00
Employee + Spouse	1,549.20	1,239.36	309.84	20%	N/A	1,291.00
Employee+Spouse+Child(ren)	1,873.20	1,498.56	374.64	20%	N/A	1,561.00

Retiree with 30 Years

State Health Plans 2023 BOE Premiums CIGNA & BC/BS Network Plans (10 month premium payment)

Standard PPO plan (OAP) At least 30 years of service	Monthly Premium Cigna & BC/BS	Employer contribution	Employee Contribution	% Employee Contribution	Total 12 month State rates CY 2023
Retiree Only	497.1	248.55	248.55	50%	414.25
Retiree + Child(ren)	768.36	384.18	384.18	50%	640.3
Retiree + Spouse	1056.24	528.12	528.12	50%	880.2
Retiree +Spouse+Child(ren)	1244.34	622.17	622.17	50%	1036.95
Spouse Only	559.8	279.9	279.9	50%	466.5
Child(ren) only	349.26	174.63	174.63	50%	291.05
Spouse + child (ren)	747.9	373.95	373.95	50%	623.25
Premier PPO Plan (OAP) At least 30 years of service					
Retiree Only	528.78	264.39	264.39	50%	440.65
Retiree + Child(ren)	821.16	410.58	410.58	50%	684.3
Retiree + Spouse	1125.54	562.77	562.77	50%	937.95
Retiree +Spouse+Child(ren)	1327.5	663.75	663.75	50%	1106.25
Spouse Only	596.76	298.38	298.38	50%	497.3
Child(ren) only	370.38	185.19	185.19	50%	308.65
Spouse + child (ren)	798.72	399.36	399.36	50%	665.6
HSA (OAP)					
Retiree Only	423.18	211.59	211.59	50%	352.65
Retiree + Child(ren)	647.58	323.79	323.79	50%	539.65
Retiree + Spouse	898.5	449.25	449.25	50%	748.75
Retiree +Spouse+Child(ren)	1053.6	526.8	526.8	50%	878
Spouse Only	475.32	237.66	237.66	50%	396.1
Child(ren) only	301.74	150.87	150.87	50%	251.45
Spouse + child (ren)	630.42	315.21	315.21	50%	525.35
Standard PPO plan (Local)					
Retiree Only	419.1	209.55	209.55	50%	349.25
Retiree + Child(ren)	690.36	345.18	345.18	50%	575.3
Retiree + Spouse	900.24	450.12	450.12	50%	750.2
Retiree +Spouse+Child(ren)	1088.34	544.17	544.17	50%	906.95
Spouse Only	481.8	240.9	240.9	50%	401.5
Child(ren) only	271.26	135.63	135.63	50%	226.05
Spouse + child (ren)	669.9	334.95	334.95	50%	558.25
Premier PPO Plan (Local)					
Retiree Only	450.78	225.39	225.39	50%	375.65
Retiree + Child(ren)	743.16	371.58	371.58	50%	619.3
Retiree + Spouse	969.54	484.77	484.77	50%	807.95
Retiree +Spouse+Child(ren)	1171.5	585.75	585.75	50%	976.25
Spouse Only	518.76	259.38	259.38	50%	432.3
Child(ren) only	292.38	146.19	146.19	50%	243.65
Spouse + child (ren)	720.72	360.36	360.36	50%	600.6
HSA (Local)					
Retiree Only	345.18	172.59	172.59	50%	287.65
Retiree + Child(ren)	569.58	284.79	284.79	50%	474.65
Retiree + Spouse	742.5	371.25	371.25	50%	618.75
Retiree +Spouse+Child(ren)	897.6	448.8	448.8	50%	748
Spouse Only	397.32	198.66	198.66	50%	331.1
Child(ren) only	223.74	111.87	111.87	50%	186.45
Spouse + child (ren)	552.42	276.21	276.21	50%	460.35
Limited PPO (Open)					
Retiree Only	474	237	237	50%	395
Retiree + Child(ren)	731.4	365.7	365.7	50%	609.5
Retiree + Spouse	1008.06	504.03	504.03	50%	840.05
Retiree +Spouse+Child(ren)	1186.26	593.13	593.13	50%	988.55
Spouse Only	534.06	267.03	267.03	50%	445.05
Child(ren) only	334.74	167.37	167.37	50%	278.95
Spouse + child (ren)	711.6	355.8	355.8	50%	593
Limited PPO (Local)					
Retiree Only	396	198	198	50%	330
Retiree + Child(ren)	653.4	326.7	326.7	50%	544.5
Retiree + Spouse	852.06	426.03	426.03	50%	710.05
Retiree +Spouse+Child(ren)	1030.26	515.13	515.13	50%	858.55
Spouse Only	456.06	228.03	228.03	50%	380.05
Child(ren) only	256.74	128.37	128.37	50%	213.95
Spouse + child (ren)	633.6	316.8	316.8	50%	528

Retiree with 20 - 29 Years

State Health Plans 2023 BOE Premiums CIGNA & BC/BS Network Plans (10 month premium payment)

	Monthly Premium Cigna & BC/BS	Employer contribution	Employee Contribution	% Employee Contribution	Total 12 month State rates CY 2023
Standard PPO plan (OAP)					
Retiree Only	573.3	286.65	286.65	50%	477.75
Retiree + Child(ren)	893.88	446.94	446.94	50%	744.9
Retiree + Spouse	1219.92	609.96	609.96	50%	1016.6
Retiree +Spouse+Child(ren)	1442.22	721.11	721.11	50%	1201.85
Spouse Only	647.4	323.7	323.7	50%	539.5
Child(ren) only	398.58	199.29	199.29	50%	332.15
Spouse + child (ren)	869.7	434.85	434.85	50%	724.75
Premier PPO Plan (OAP)					
Retiree Only	610.74	305.37	305.37	50%	508.95
Retiree + Child(ren)	956.28	478.14	478.14	50%	796.9
Retiree + Spouse	1301.82	650.91	650.91	50%	1084.85
Retiree +Spouse+Child(ren)	1540.5	770.25	770.25	50%	1283.75
Spouse Only	691.08	345.54	345.54	50%	575.9
Child(ren) only	423.54	211.77	211.77	50%	352.95
Spouse + child (ren)	929.76	464.88	464.88	50%	774.8
HSA (OAP)					
Retiree Only	485.94	242.97	242.97	50%	404.95
Retiree + Child(ren)	751.14	375.57	375.57	50%	625.95
Retiree + Spouse	1033.5	516.75	516.75	50%	861.25
Retiree +Spouse+Child(ren)	1216.8	608.4	608.4	50%	1014
Spouse Only	547.56	273.78	273.78	50%	456.3
Child(ren) only	342.42	171.21	171.21	50%	285.35
Spouse + child (ren)	730.86	365.43	365.43	50%	609.05
Standard PPO plan (Local)					
Retiree Only	495.3	247.65	247.65	50%	412.75
Retiree + Child(ren)	815.88	407.94	407.94	50%	679.9
Retiree + Spouse	1063.92	531.96	531.96	50%	886.6
Retiree +Spouse+Child(ren)	1286.22	643.11	643.11	50%	1071.85
Spouse Only	569.4	284.7	284.7	50%	474.5
Child(ren) only	320.58	160.29	160.29	50%	267.15
Spouse + child (ren)	791.7	395.85	395.85	50%	659.75
Premier PPO Plan (Local)					
Retiree Only	532.74	266.37	266.37	50%	443.95
Retiree + Child(ren)	878.28	439.14	439.14	50%	731.9
Retiree + Spouse	1145.82	572.91	572.91	50%	954.85
Retiree +Spouse+Child(ren)	1384.5	692.25	692.25	50%	1153.75
Spouse Only	613.08	306.54	306.54	50%	510.9
Child(ren) only	345.54	172.77	172.77	50%	287.95
Spouse + child (ren)	851.76	425.88	425.88	50%	709.8
HSA (Local)					
Retiree Only	407.94	203.97	203.97	50%	339.95
Retiree + Child(ren)	673.14	336.57	336.57	50%	560.95
Retiree + Spouse	877.5	438.75	438.75	50%	731.25
Retiree +Spouse+Child(ren)	1060.8	530.4	530.4	50%	884
Spouse Only	469.56	234.78	234.78	50%	391.3
Child(ren) only	264.42	132.21	132.21	50%	220.35
Spouse + child (ren)	652.86	326.43	326.43	50%	544.05
Limited PPO (Open)					
Retiree Only	546	273	273	50%	455
Retiree + Child(ren)	850.2	425.1	425.1	50%	708.5
Retiree + Spouse	1162.98	581.49	581.49	50%	969.15
Retiree +Spouse+Child(ren)	1373.58	686.79	686.79	50%	1144.65
Spouse Only	616.98	308.49	308.49	50%	514.15
Child(ren) only	381.42	190.71	190.71	50%	317.85
Spouse + child (ren)	826.8	413.4	413.4	50%	689
Limited PPO (Local)					
Retiree Only	468	234	234	50%	390
Retiree + Child(ren)	772.2	386.1	386.1	50%	643.5
Retiree + Spouse	1006.98	503.49	503.49	50%	839.15
Retiree +Spouse+Child(ren)	1217.58	608.79	608.79	50%	1014.65
Spouse Only	538.98	269.49	269.49	50%	449.15
Child(ren) only	303.42	151.71	151.71	50%	252.85
Spouse + child (ren)	748.8	374.4	374.4	50%	624

Retiree less than 20 Years

State Health Plans 2023 BOE Premiums CIGNA & BC/BS Network Plans (10 month premium payment)

	Monthly Premium Cigna & BC/BS	Employer contribution	Employee Contribution	% Employee Contribution	Total 12 month State rates CY 2023
Standard PPO plan (OAP)					
Retiree Only	649.5	324.75	324.75	50%	541.25
Retiree + Child(ren)	1019.4	382.28	637.13	62.5%	849.5
Retiree + Spouse	1383.6	518.85	864.75	62.5%	1153
Retiree +Spouse+Child(ren)	1640.1	615.04	1,025.06	62.5%	1366.75
Spouse Only	735	275.63	459.38	62.5%	612.5
Child(ren) only	447.9	167.96	279.94	62.5%	373.25
Spouse + child (ren)	991.5	371.81	619.69	62.5%	826.25
Premier PPO Plan (OAP)					
Retiree Only	692.7	346.35	346.35	50%	577.25
Retiree + Child(ren)	1091.4	409.28	682.13	62.5%	909.5
Retiree + Spouse	1478.1	554.29	923.81	62.5%	1231.75
Retiree +Spouse+Child(ren)	1753.5	657.56	1,095.94	62.5%	1461.25
Spouse Only	785.4	294.53	490.88	62.5%	654.5
Child(ren) only	476.7	178.76	297.94	62.5%	397.25
Spouse + child (ren)	1060.8	397.80	663.00	62.5%	884
HSA (OAP)					
Retiree Only	548.7	274.35	274.35	50%	457.25
Retiree + Child(ren)	854.7	320.51	534.19	62.5%	712.25
Retiree + Spouse	1168.5	438.19	730.31	62.5%	973.75
Retiree +Spouse+Child(ren)	1380	517.50	862.50	62.5%	1150
Spouse Only	619.8	232.43	387.38	62.5%	516.5
Child(ren) only	383.1	143.66	239.44	62.5%	319.25
Spouse + child (ren)	831.3	311.74	519.56	62.5%	692.75
Standard PPO plan (Local)					
Employee Only	571.5	285.75	285.75	50%	476.25
Retiree Only	941.4	353.03	588.38	62.5%	784.5
Retiree + Child(ren)	1227.6	460.35	767.25	62.5%	1023
Retiree + Spouse	1484.1	556.54	927.56	62.5%	1236.75
Retiree +Spouse+Child(ren)	657	246.38	410.63	62.5%	547.5
Child(ren) only	369.9	138.71	231.19	62.5%	308.25
Spouse + child (ren)	913.5	342.56	570.94	62.5%	761.25
Premier PPO Plan (Local)					
Retiree Only	614.7	307.35	307.35	50%	512.25
Retiree + Child(ren)	1013.4	380.03	633.38	62.5%	844.5
Retiree + Spouse	1322.1	495.79	826.31	62.5%	1101.75
Retiree +Spouse+Child(ren)	1597.5	599.06	998.44	62.5%	1331.25
Spouse Only	707.4	265.28	442.13	62.5%	589.5
Child(ren) only	398.7	149.51	249.19	62.5%	332.25
Spouse + child (ren)	982.8	368.55	614.25	62.5%	819
HSA (Local)					
Retiree Only	470.7	235.35	235.35	50%	392.25
Retiree + Child(ren)	776.7	291.26	485.44	62.5%	647.25
Retiree + Spouse	1012.5	379.69	632.81	62.5%	843.75
Retiree +Spouse+Child(ren)	1224	459.00	765.00	62.5%	1020
Spouse Only	541.8	203.18	338.63	62.5%	451.5
Child(ren) only	305.1	114.41	190.69	62.5%	254.25
Spouse + child (ren)	753.3	282.49	470.81	62.5%	627.75
Limited PPO (Open)					
Retiree Only	618	309.00	309.00	50%	515
Retiree + Child(ren)	969	363.38	605.63	62.5%	807.5
Retiree + Spouse	1317.9	494.21	823.69	62.5%	1098.25
Retiree +Spouse+Child(ren)	1560.9	585.34	975.56	62.5%	1300.75
Spouse Only	699.9	262.46	437.44	62.5%	583.25
Child(ren) only	428.1	160.54	267.56	62.5%	356.75
Spouse + child (ren)	942	353.25	588.75	62.5%	785
Limited PPO (Local)					
Retiree Only	540	270.00	270.00	50%	450
Retiree + Child(ren)	891	334.13	556.88	62.5%	742.5
Retiree + Spouse	1161.9	435.71	726.19	62.5%	968.25
Retiree +Spouse+Child(ren)	1404.9	526.84	878.06	62.5%	1170.75
Spouse Only	621.9	233.21	388.69	62.5%	518.25
Child(ren) only	350.1	131.29	218.81	62.5%	291.75
Spouse + child (ren)	864	324.00	540.00	62.5%	720

Support Staff Retirees greater than 20 years

State Health Plans 2023 BOE Premiums CIGNA & BC/BS Network Plans (10 month premium payment)

	Monthly Premium Cigna & BC/BS	Employer contribution	Employee Contribution	% Employee Contribution	Total 12 month State rates CY 2023
Standard PPO plan (OAP)					
Retiree Only	840	420	420	50%	700
Retiree + Child(ren)	1333.2	666.6	666.6	50%	1111
Retiree + Spouse	1792.8	896.4	896.4	50%	1494
Retiree +Spouse+Child(ren)	2134.8	1067.4	1067.4	50%	1779
Spouse Only	954	477	477	50%	795
Child(ren) only	571.2	285.6	285.6	50%	476
Spouse + child (ren)	1296	648	648	50%	1080
Premier PPO Plan (OAP)					
Retiree Only	897.6	448.8	448.8	50%	748
Retiree + Child(ren)	1429.2	714.6	714.6	50%	1191
Retiree + Spouse	1918.8	959.4	959.4	50%	1599
Retiree +Spouse+Child(ren)	2286	1143	1143	50%	1905
Spouse Only	1021.2	510.6	510.6	50%	851
Child(ren) only	609.6	304.8	304.8	50%	508
Spouse + child (ren)	1388.4	694.2	694.2	50%	1157
HSA (OAP)					
Retiree Only	705.6	352.8	352.8	50%	588
Retiree + Child(ren)	1113.6	556.8	556.8	50%	928
Retiree + Spouse	1506	753	753	50%	1255
Retiree +Spouse+Child(ren)	1788	894	894	50%	1490
Spouse Only	800.4	400.2	400.2	50%	667
Child(ren) only	484.8	242.4	242.4	50%	404
Spouse + child (ren)	1082.4	541.2	541.2	50%	902
Standard PPO plan (Local)					
Retiree Only	762	381	381	50%	635
Retiree + Child(ren)	1255.2	627.6	627.6	50%	1046
Retiree + Spouse	1636.8	818.4	818.4	50%	1364
Retiree +Spouse+Child(ren)	1978.8	989.4	989.4	50%	1649
Spouse Only	876	438	438	50%	730
Child(ren) only	493.2	246.6	246.6	50%	411
Spouse + child (ren)	1218	609	609	50%	1015
Premier PPO Plan (Local)					
Retiree Only	819.6	409.8	409.8	50%	683
Retiree + Child(ren)	1351.2	675.6	675.6	50%	1126
Retiree + Spouse	1762.8	881.4	881.4	50%	1469
Retiree +Spouse+Child(ren)	2130	1065	1065	50%	1775
Spouse Only	943.2	471.6	471.6	50%	786
Child(ren) only	531.6	265.8	265.8	50%	443
Spouse + child (ren)	1310.4	655.2	655.2	50%	1092
HSA (Local)					
Retiree Only	627.6	313.8	313.8	50%	523
Retiree + Child(ren)	1035.6	517.8	517.8	50%	863
Retiree + Spouse	1350	675	675	50%	1125
Retiree +Spouse+Child(ren)	1632	816	816	50%	1360
Spouse Only	722.4	361.2	361.2	50%	602
Child(ren) only	406.8	203.4	203.4	50%	339
Spouse + child (ren)	1004.4	502.2	502.2	50%	837
Limited PPO (Open)					
Retiree Only	798	399	399	50%	665
Retiree + Child(ren)	1266	633	633	50%	1055
Retiree + Spouse	1705.2	852.6	852.6	50%	1421
Retiree +Spouse+Child(ren)	2029.2	1014.6	1014.6	50%	1691
Spouse Only	907.2	453.6	453.6	50%	756
Child(ren) only	544.8	272.4	272.4	50%	454
Spouse + child (ren)	1230	615	615	50%	1025
Limited PPO (Local)					
Retiree Only	720	360	360	50%	600
Retiree + Child(ren)	1188	594	594	50%	990
Retiree + Spouse	1549.2	774.6	774.6	50%	1291
Retiree +Spouse+Child(ren)	1873.2	936.6	936.6	50%	1561
Spouse Only	829.2	414.6	414.6	50%	691
Child(ren) only	466.8	233.4	233.4	50%	389
Spouse + child (ren)	1152	576	576	50%	960

Support staff retirees less than 20 years

State Health Plans 2023 BOE Premiums CIGNA & BC/BS Network Plans (10 month premium payment)

	Monthly Premium Cigna & BC/BS	Employer contribution	Employee Contribution	% Employee Contribution	Total 12 month State rates CY 2023
Standard PPO plan (OAP)					
Retiree Only	840	420	420	50%	700
Retiree + Child(ren)	1333.2	499.95	833.25	62.5%	1111
Retiree + Spouse	1792.8	672.3	1120.5	62.5%	1494
Retiree +Spouse+Child(ren)	2134.8	1334.25	1334.25	62.5%	1779
Spouse Only	954	596.25	596.25	62.5%	795
Child(ren) only	571.2	357	357	62.5%	476
Spouse + child (ren)	1296	810	810	62.5%	1080
Premier PPO Plan (OAP)					
Retiree Only	897.6	448.8	448.8	50%	748
Retiree + Child(ren)	1429.2	535.95	893.25	62.5%	1191
Retiree + Spouse	1918.8	719.55	1199.25	62.5%	1599
Retiree +Spouse+Child(ren)	2286	857.25	1428.75	62.5%	1905
Spouse Only	1021.2	382.95	638.25	62.5%	851
Child(ren) only	609.6	228.6	381	62.5%	508
Spouse + child (ren)	1388.4	520.65	867.75	62.5%	1157
HSA (OAP)					
Retiree Only	705.6	352.8	352.8	50%	588
Retiree + Child(ren)	1113.6	417.6	696	62.5%	928
Retiree + Spouse	1506	564.75	941.25	62.5%	1255
Retiree +Spouse+Child(ren)	1788	670.5	1117.5	62.5%	1490
Spouse Only	800.4	300.15	500.25	62.5%	667
Child(ren) only	484.8	181.8	303	62.5%	404
Spouse + child (ren)	1082.4	405.9	676.5	62.5%	902
Standard PPO plan (Local)					
Retiree Only	762	381	381	50%	635
Retiree + Child(ren)	1255.2	470.7	784.5	62.5%	1046
Retiree + Spouse	1636.8	613.8	1023	62.5%	1364
Retiree +Spouse+Child(ren)	1978.8	742.05	1236.75	62.5%	1649
Spouse Only	876	328.5	547.5	62.5%	730
Child(ren) only	493.2	184.95	308.25	62.5%	411
Spouse + child (ren)	1218	456.75	761.25	62.5%	1015
Premier PPO Plan (Local)					
Retiree Only	819.6	409.8	409.8	50%	683
Retiree + Child(ren)	1351.2	506.7	844.5	62.5%	1126
Retiree + Spouse	1762.8	661.05	1101.75	62.5%	1469
Retiree +Spouse+Child(ren)	2130	798.75	1331.25	62.5%	1775
Spouse Only	943.2	353.7	589.5	62.5%	786
Child(ren) only	531.6	199.35	332.25	62.5%	443
Spouse + child (ren)	1310.4	491.4	819	62.5%	1092
HSA (Local)					
Retiree Only	627.6	313.8	313.8	50%	523
Retiree + Child(ren)	1035.6	388.35	647.25	62.5%	863
Retiree + Spouse	1350	506.25	843.75	62.5%	1125
Retiree +Spouse+Child(ren)	1632	612	1020	62.5%	1360
Spouse Only	722.4	270.9	451.5	62.5%	602
Child(ren) only	406.8	152.55	254.25	62.5%	339
Spouse + child (ren)	1004.4	376.65	627.75	62.5%	837
Limited PPO (Open)					
Retiree Only	798	399	399	50%	665
Retiree + Child(ren)	1266	474.75	791.25	62.5%	1055
Retiree + Spouse	1705.2	639.45	1065.75	62.5%	1421
Retiree +Spouse+Child(ren)	2029.2	760.95	1268.25	62.5%	1691
Spouse Only	907.2	340.2	567	62.5%	756
Child(ren) only	544.8	204.3	340.5	62.5%	454
Spouse + child (ren)	1230	461.25	768.75	62.5%	1025
Limited PPO (Local)					
Retiree Only	720	360	360	50%	600
Retiree + Child(ren)	1188	445.5	742.5	62.5%	990
Retiree + Spouse	1549.2	580.95	968.25	62.5%	1291
Retiree +Spouse+Child(ren)	1873.2	702.45	1170.75	62.5%	1561
Spouse Only	829.2	310.95	518.25	62.5%	691
Child(ren) only	466.8	175.05	291.75	62.5%	389
Spouse + child (ren)	1152	432	720	62.5%	960

**Memorandum of Understanding
Between
Volunteer Behavioral Health Care System
And
Rutherford County Schools**

This Memorandum of Understanding (MOU) documents an agreement between Volunteer Behavioral Health Care System, hereinafter referred to as “VBHCS,” and Rutherford County Schools, hereinafter referred to as “Rutherford Board of Education” or “Rutherford County Schools,” each individually as the “Party” and collectively as the “Parties.”

Whereas, VBHCS desires to enter into a Memorandum of Understanding with the Rutherford Board of Education to provide the services described herein and further described in VBHCS contract with the State of Tennessee, Department of Mental Health and Substance Abuse Services (TDMHSAS) for School Based Behavioral Health Liaison Services (SBBHL) to the students within Rutherford County Schools.

Now Therefore, the Parties hereto understand and agree as follows:

A. PARTIES

This Memorandum of Understanding between VBHCS will establish a working relationship to make the described services easily accessible for Rutherford County Schools’ students by offering services on site at participating schools.

B. PURPOSE

The purpose of the MOU is to outline the scope of activities, formalize the exchange of resources/services, and describe the agreed relationships between VBHCS and Rutherford Board of Education in serving the school employees and students, in accordance with the Scope of Services: School Based Behavioral Health Liaisons, hereinafter referred to as “SBBHL Scope of Services,” and included as Attachment A to this agreement.

C. AUTHORITIES

VBHCS will serve as the lead agency collaborative with the Rutherford Board of Education. The Senior VP of Specialized Grants and Services will provide oversight for VBHCS. The Assistant Superintendent of Student Services will provide oversight for the Rutherford Board of Education.

D. CONCEPT AND COOPERATION

Both organizations are separate and independent and work cooperatively to enhance the mental health, well-being, and readiness to learn within the Rutherford County Schools. As

such, each organization retains its own identity in providing services. No element of this MOU will be construed to imply any form of financial obligation or liability.

1. VBHCS's SBBHL program will provide a 1 FTE Liaison who will be proficient in or will receive training in a trauma-informed approach. Eligible applicants for the position will have either
 - a. At least a Master's degree in the Behavioral Sciences (e.g. social work, counseling, or psychology) and experience working in a school setting, or
 - b. At least a Bachelor's degree in the Behavioral Sciences, and experience working within a school-type setting; and a minimum of two (2) years' experience with mental health.

Note: VBHCS is required to get approval from grant management at TDMHSAS before opening a position to Bachelor's level applicants.
2. The liaison will promote trauma informed approaches and aim to assist in the prevention and mitigation of the impact of adverse childhood experiences (ACEs) while upholding the System of Care core values and principles.
3. The SBBHL will provide the following services to teachers and students of the participating school(s) (with parental consent when appropriate, as described below).
 - a. Face-to-Face consultation with classroom teachers to assist in creating a positive, trauma-informed classroom that enhances the learning environment and assists the teacher in developing effective, trauma- informed behavior responses;
 - b. Training to school personnel regarding a variety of mental health and substance abuse topics;
 - c. Liaison services to include communication between the school and students' family to build open lines of communication and home- school partnerships. This can include assisting in the IEP process when requested;
 - d. Information and support for school personnel in navigating the local behavioral health system (including crisis services);
 - e. Direct therapeutic services and support opportunities to students that include individual student consultations/interventions to assist in building positive coping and de-escalation skills and at least one group activity offered that may cover a variety of behavioral health topics;
 - f. One or more "School Climate Activity" per school each year, approved by school administration, to be an ongoing or repeated project which aims to positively impact the school environment;
 - g. Assistance with referrals as appropriate for students with further needs, whether within or outside of the school setting, including but not limited to clinical mental health services;
 - h. Other services or participation as required to fulfill the SBBHL Scope of Services (Attachment A) for the academic year.

E. RESPONSIBILITIES OF THE PARTIES

In fulfilling the purpose of this MOU, the Parties agree to participate in, and be responsible for activities as follows:

1. VBHCS shall:
 - a. Provide 1 FTE of a qualified staff person to conduct all program services as SBBHL for the participating school(s) in Rutherford County Schools.
 - b. Provide oversight responsibility for the project including recruitment, hiring (including criminal background check, drug screen, verification of degree, and fingerprinting if required by the school district), training, and supervision of the SBBHL.
 - c. Ensure that the SBBHL will be available on the premises of a participating school during the majority of regular school hours, as scheduled.
 - i. SBBHL work days are based upon the school's teacher calendar, upholding teacher Professional Development days as requested, and as needed to fulfill end of month/year grant reporting requirements.
 - ii. The SBBHL will notify the principal or other school contact if unable to be at a school as expected. This could be due to holidays of VBHCS, meetings or trainings related to the SBBHL program, professional development/continuing education activities, or utilizing paid time off, as for illness.
 - d. Procure adequate supplies for the SBBHL to provide services, including office supplies and technology/communication devices.
 - e. Document activities related to the above described services and provide data related to services for reporting and statistical purposes.
2. Rutherford Board of Education shall:
 - a. Compile and manage data for each participating school(s) and provide data to the SBBHL and VBHCS, which will then be used in program reporting to the State as required.
 - i. Data will include, at a minimum: number of students enrolled, number of teachers employed, student demographics (age, gender, race, ethnicity), and total number of discipline referrals from the previous school year and the current school year.
 - ii. Ensure that these data are provided in time for the State's reporting deadlines:
 - Demographics for the student body are required by the end of August for a new/current school year.
 - Data on the number of school discipline referrals are required before the end of the year's administrative schedule, for both the year just ending and the previous school year.
 - b. Provide access and space within participating school premises for use of SBBHL, to

include:

- i. An office or work space designated for SBBHL when on site, preferably one accessible to students and staff;
 - ii. An office or meeting space that allows for confidential counseling with individual students, supplied for enough time to meet the demands of students within the school;
 - iii. A space which can be used for psychoeducational groups when scheduled;
 - iv. Freedom of movement within the school premises in order to perform duties, such as entry to buildings during regular hours, use of hallways, use of basic employee facilities (break room, restroom, parking, etc.).
- c. Provide and maintain internet access which can be accessed by the Liaisons while on site.
 - d. Provide access to the students through referral by School Counselor or others and assist as necessary with procurement of parental consent.
 - e. Allow or assist with access to faculty through participation in staff meetings and/or professional development and related events, as well as cooperation in arranging of teacher trainings by the SBBHL as required within the SBBHL Scope of Services (Attachment A) and other needs of the school as may be agreed upon.
 - f. Engage with SBBHL in some discussion of school needs and opportunities for growth, both to align services to best serve the community and to ensure collaboration and proper authorization in the School Climate Activity and other SBBHL services.

F. METHODS OF COOPERATION

1. Close ties will be maintained via on-site consultations, meetings, telephone, e-mail, and/or fax between the VBHCS staff and Rutherford County Schools' staff for the purpose of communication. Both Parties commit to ongoing dialogue regarding program outcomes and need for improvement.
2. Staff at both the VBHCS and Rutherford Board of Education will work together in every way to promote the MOU in order to provide school based mental health services to students. The SBBHL is intended to enhance the school service and will not replace existing or future guidance and counseling, special education, student health, or institutional programs.
3. The SBBHL shall work with the school to ensure that guardian permission is obtained for services and supports when applicable per state and federal law requirements.
4. The Parties shall not subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual's race, creed, color, national origin, age, gender, sexual orientation, or which is in violation of any applicable laws.
5. VBHCS ensures total quality management of therapeutic protocols during the provision of care and program implementation.
6. Operational Guidelines: VBHCS follows the Commission on Accreditation of Rehabilitative Facilities (CARF) guidelines and recommendations for its mental health services.

G. FERPA

Both Parties shall keep in strict confidence to the fullest extent required by any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”), any and all records and information, in whatever form or format received, pertaining to the District’s individual students. Both Parties shall not publish confidential information or any other information which identifies students, employees, or officers of the District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Both Parties will protect and ensure confidentiality of children’s records. Exceptions will be made when precedence of law or professional ethics permits or requires, such as is necessary for basic coordination of services with the school and family or in situations when a child’s welfare is at risk.

H. HIPAA COMPLIANCE AND CONFIDENTIALITY

The Parties shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of shared Clients, in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R Part 160 and Part 164) and individual Parties' policies and procedures regarding the privacy and confidentiality of such information. The Parties shall: (1) not use or disclose patient information other than as permitted or required by this Agreement for the proper performance of its duties and responsibilities hereunder, and any other disclosure of protected health information must be made pursuant to a properly executed Release of Information; (2) use appropriate safeguards to prevent use or disclosure of patient information other than and provided for under this agreement; and (3) notify the other immediately in the event the Party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this agreement or applicable federal and state laws or regulations.

Additional Confidentiality Requirements: Both Parties acknowledge that consumers of mental health services are entitled to additional confidentiality protections awarded under the Title 33 Mental Health Code which may supersede the confidentiality protections provided by HIPAA. Furthermore, consumers of substance abuse treatment services are entitled to additional confidentiality protections awarded under 42 CFR, Part 2 which may supersede the confidentiality protections provided by HIPAA. When serving mental health consumers on site, both Parties will comply with the confidentiality requirements of these and any other applicable state or federal laws, rules, or regulations.

Breaches of Confidentiality: If either Party becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected health information (PHI), they must immediately take reasonable steps to cure the breach or end the violation and must report the breach or violation to VBHCS Privacy Officer. The alleged breach or violation will be investigated and an appropriate sanction issued. Both Parties reserve the right to terminate this agreement if they determine that either Party has violated a material term of the agreement.

Both Parties will be deemed to have satisfied its obligations under this section by exercising

the same level of care to preserve the confidentiality of each other's information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The obligations under this section do not apply to information (i) in the public domain, (ii) entering the public domain other than from a breach by the either Party of this Agreement, (iii) previously possessed by either Party without written obligations to the other to protect it, (iv) acquired by either Party without written restrictions against disclosure from a third Party which their knowledge is free to disclose the information, and (v) independently developed by either Party without the use of the other's information.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this agreement.

APPROPRIATE USE AND DISCLOSURES OF PHI:

1. For the proper management and administration of its business;
2. For purposes of treatment, payment (if allowed by law), or healthcare operations;
3. For purpose of providing data aggregation services relating to the healthcare operations of Volunteer Behavioral Health Care System (“data aggregation” means combining protected health information or received by the provider to permit data analyses that relate to the health care operations of a covered entity); or
4. For the purpose set forth in Volunteer Behavioral Health Care System policies and required by law.

I. TERM AND TERMINATION OF MOU

The term of this Memorandum of Understanding is for the period starting date of signage and ending June 30, 2023. At the end of this initial term, and annually for each year following, this MOU will automatically renew for one year unless either Party terminates the agreement with a written notice 90 days prior to the termination date. In addition, this MOU may be revised in accordance with each organization’s need if both Parties are in agreement of such revisions.

This MOU may be amended only by an instrument in writing signed by the Parties hereto.

J. INDEMNIFICATION

To the extent allowed by law, VBHCS shall indemnify, defend, save, and hold harmless the Rutherford Board of Education and it’s elected officials, officers, employees, agents, assignees, and instrumentalities from and against any and all claims, liability, losses, or damages including but not limited to Title VII and 42 USC 1983 prohibited acts-arising out of or resulting from any conduct; whether actions or omissions whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this MOU or in the performance of the duties hereunder, whether performed by the Rutherford Board of Education its subcontractors, agents, employees, or assigns.

This indemnification shall survive the termination or conclusion of this MOU.

To the extent allowed by law, the Rutherford Board of Education shall indemnify, defend, save, and hold harmless, within the limitations stated in Tennessee Code Annotated, VBHCS and its elected officials, officers, employees, agents, assignees, and instrumentalities from and against any and all claims, liability, losses, or damages including but not limited to Title VII and 42 USC 1983 prohibited acts-arising out of or resulting from any conduct; whether actions or omissions whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this MOU or in the performance of the duties hereunder, whether performed by VBHCS or its subcontractors, agents, employees, or assigns.

This indemnification shall survive the termination or conclusion of this MOU.

K. INSURANCE

VBHCS shall secure and keep in force during the term of this agreement the following:

1. Commercial general liability coverage with minimum liability limits of \$1,000,000 per claim, \$1,000,000 per incident, and \$3,000,000 aggregate.
2. Workers Compensation coverage, regardless of requirement by state statute.

L. FORCE MAJURE

If the provision of services agreed upon in this MOU are suspended because of an act of God, inevitable accident, fire, lockout, strike, or other labor dispute, riot, or other civil commotion, an act of public enemy, enactment, rule or act of any government or governmental instrumentality (federal, state or local), failure of any needed equipment or facilities, failure or delay of transportation facilities, or other cause of a similar or different nature not reasonably with VBHCS's control; and, if any such suspension period shall exceed one semester, VBHCS may, by written notice, terminate this MOU with no further liability hereunder. No such suspension shall operate to extend the term of this MOU.

M. RESOLVING DISPUTES

If any dispute arises relating to the MOU, the Parties shall use their best efforts to resolve such dispute or claim through negotiation.

N. GENERAL

1. This MOU, which contains the entire understanding of the Parties and shall be construed and enforced according to the laws of Tennessee, supersedes any and all prior understandings and arrangements and cannot be amended orally.
2. Any provision of this MOU which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this MOU.
3. Construction. The language in this agreement shall be construed, in all cases, according to

its fair meaning, and not for or against any Party hereto. The Parties acknowledge that each Party has reviewed the agreement and had an opportunity to review this MOU with legal counsel.


4. Attorney Fees. Each Party shall be responsible for their respective attorney fees.

IN WITNESS WHEREOF, the Parties hereto have set their signatures for the purposes contained herein, on the day and date written below.

RUTHERFORD COUNTY
SCHOOLS

VOLUNTEER BEHAVIORAL
HEALTH CARE SYSTEM

Dr. James Sullivan
Director of Schools



Phyllis Persinger
CEO/President

DATE _____

DATE 6/21/22 _____

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Board Members Legal Status	Descriptor Code: 1.102	Issued Date: 01/15/09
		Rescinds: 1-3	Issued:

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

2 **NUMBER**

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

4 **QUALIFICATIONS**

5 Members of the Board shall be residents of and elected on a non-partisan basis from districts of
6 substantially equal population,¹ and shall be citizens of recognized integrity, intelligence, and ability to
7 administer the duties of the office.² To qualify as a candidate, an individual must show proof of:

- 8 1. Graduation from high school or receipt of a G.E.D or HiSET³; and
- 9 2. Being a qualified voter and resident in the county for one (1) year prior to the qualifying
10 deadline for running as a candidate.⁴

11
12 No member of the county legislative body nor any other county governmental official shall be eligible
13 for election as a member of the county Board of Education.⁵

14 **VACANCIES**

15 Vacancies shall be declared to exist on account of death, resignation, removal from the district which
16 elected him, removal from the school system, or through due process proceedings.⁶

17 When a vacancy occurs, the unexpired term shall be filled at the next regular or special meeting of the
18 local legislative body.⁷ Such appointment shall continue until the next regular election.

19 **RESIGNATION**

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

22 **OATH OF OFFICE**

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

25 "I do solemnly swear (or affirm) that I will support the Constitution of the United States and of the State
26 of Tennessee, and the laws governing the operation of the Rutherford County School System, and that I

1 will faithfully, zealously, and impartially discharge the duties of a member of the Rutherford County
2 Board without fear or favor, and for the public welfare."

Legal References:

1. TCA 49-2-2019(a)(1)
2. TCA 49-2-202(a)(1)
3. TCA 49-2-202(a)(4)
4. Public Acts of 2022, Chapter No. 809
5. TCA 49-2-202(a)(2)
6. TCA 8-47-101; TCA 49-1-611; TCA 49-2-202(e)(2);
Tenn. Att'y Gen.Op No. 21-14 (September 1, 2021)
7. TCA 49-2-202(e)(1)

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Registered Sex Offenders	Descriptor Code: 1.808	Issued Date: 01/15/09
		Rescinds:	Issued:

1 Individuals registered as sex offenders in Tennessee or any other state are prohibited from the premises
2 of any school in this district, except for the limited circumstances stated in this policy.¹

3 **EMPLOYMENT**

4 An individual listed by the state of Tennessee or any other state as a registered sex offender is ineligible
5 for employment within the school district.

6 **PRESENCE ON SCHOOL PROPERTY**

7 ~~No registered sex offender, whose victim was a minor, shall come on, about, or within 1,000 feet of a~~
8 ~~local school's property line except as provided below.² If any employee of the school district becomes~~
9 ~~aware of any registered sex offender's presence on school property, he/she shall immediately inform the~~
10 ~~principal, who shall direct the individual to leave the premises immediately. The principal shall request~~
11 ~~assistance from local law enforcement authorities if offender resists the principal's directives. If the~~
12 ~~registered sex offender repeats this restriction of coming on to school property, the principal may confer~~
13 ~~with legal counsel to take appropriate legal action.~~

15 No sexual offender, violent sex offender, or violent sex offender against children shall knowingly be
16 upon or remain on the premises of any building or grounds of any public school or public school athletic
17 field for use by the general public when the offender has reason to believe children under the age of
18 eighteen (18) years of age are present.

19 No sex offender shall knowingly stand, sit idly, whether or not the offender is in a vehicle, or remain
20 within one thousand feet (1,000') of the property line of any building or grounds of any public school or
21 public school athletic field for use by the general public when the offender has reason to believe children
22 under the age of eighteen (18) years of age are present, while not having a reason or relationship
23 involving custody of or responsibility for a child or any other specific or legitimate reason for being
24 there.

25 No sex offender shall knowingly be in any conveyance owned, leased or contracted by a school, to
26 transport students to or from school, or any related activity thereof when children under eighteen (18)
27 years of age are present in the conveyance.

28 The above sections shall not apply if the offender:

- 29 1. Is a student in attendance at the school;

1 2. Is attending a conference with school, as a parent or legal guardian of a child who is enrolled in
2 the school and has received written permission or a request from the school's principal or the
3 facility administrator;

4 3. Is dropping off or picking up a child or children and the person is the child or children's parent
5 or legal guardian who has provided written notice of the parent's offender status to the school's
6 principal or a school administrator upon enrollment.

7
8 The exemption provided in (2) above shall not apply if the victim of the offender's sexual offense or
9 violent sexual offense was a minor at the time of the offense and the victim is enrolled in the school
10 that is participating in the conference or other scheduled event.
11

12 Neither this policy nor state law impose any duty upon a principal or any other employee of the local
13 school district to review the sex offender registry for individuals who may come upon the property.

Legal References:

1. TCA 40-39-201, *et seq.*
2. TCA 40-39-211 (a)

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Bids and Quotations	Descriptor Code: 2.806	Issued Date: 03/07/18
		Rescinds: 2.806	Issued: 01/15/09

1 General

2 All purchases of supplies, materials, equipment, and contractual services in excess of **fifty** ~~twenty-five~~
3 thousand dollars (~~\$50,000.00~~ **25,000.00**), including those of individual schools, shall be based on
4 competitive bids.¹ These bids shall be solicited by advertisement in a newspaper of general circulation
5 within the school **district** system. However, said newspaper advertisement may be waived by the
6 purchasing agent in an emergency.² The purchasing agent shall advertise for bids and receive
7 quotations. The principal shall serve as purchasing agent in each school.

8 All purchases of **fifty** ~~twenty-five~~ thousand dollars (~~\$50,000.00~~ **25,000.00**) or less, including those of
9 individual schools, may be made in the open market without newspaper notice, but shall, whenever
10 possible, be based on at least three (3) competitive bids if the purchase exceeds **fifteen** ~~two~~ thousand
11 dollars (~~\$15,000.00~~ **2,000.00**) for a school activity fund purchase or ~~five thousand dollars~~ (~~\$5,000.00~~)
12 for a system-wide funds purchase.²

13 The lowest and best bid shall be accepted, provided the purchaser reserves the right to reject any or
14 all bids or any part of any bid and, if applicable, to accept that bid which is best as evidenced by
15 reasons relative to the purpose of the purchase.³ The Board reserves the right to accept the lowest
16 responsible bidder and/or the best qualified bidder. The Board reserves the right to reject bids for good
17 cause. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid
18 received after the time and date specified shall not be considered.

19 The bidder to whom the award is made may be required to enter into a written contract.

20 The practice of splitting an order or dividing items to be purchased in order to avoid the use of bidding
21 or other purchasing procedures is prohibited.

22 Exemptions from Competitive Bidding

23 Contracts for legal services, educational consultants, **services from an insurance provider**, and similar
24 services by professional persons or groups of high ethical standards shall not be based upon competitive
25 bids but shall be awarded on the basis of recognized competence and integrity.⁴

26 Non-Biddable Items

27 Non-biddable items are those non-equal items which only one vendor can furnish, including the
28 following:

- 29 1. Subscriptions to special publications;
- 30 2. Dues and fees to organizations;

- 1 3. Specialized supplementary instructional materials;
- 2 4. Textbooks;
- 3 5. Library books;
- 4 6. Supplies, materials, and equipment from the State Prison or those purchases made through State
- 5 of Tennessee; and
- 6 7. Specialized technical maintenance parts and services.

7 Non-biddable items should be noted on the requisition/purchase order and processed in accordance with
8 the procedure for biddable items.

9 **Tennessee State Contract Prices**

10 All local governmental agencies may purchase according to State prices as established by the State of
11 Tennessee. In requesting bids, the purchasing office shall review the State Contract Price Catalog and
12 may consider the price as an official bid.

Legal References

1. TCA 49-2-203(a)(3); Public Acts of 2022, Chapter No. 1016
2. TCA 49-2-203(a)(3)(A)-(B); TCA 49-2-206(b)(2); Public Acts of 2022, Chapter No. 1016
3. TCA 49-2-203(a)(D)(c)
4. TCA 12-3-1209; TCA 12-4-107; Public Acts of 2022, Chapter No. 719; TCA 29-20-407

Cross References

Executive Committee 1.301
Conflict of Interest 5.601

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 09/18/19
		Rescinds: 3.202	Issued: 08/16/17

1 *General*

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

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

9 **FIRE AND SAFETY DRILLS**

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

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

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

20 **ARMED INTRUDER DRILLS**

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

23 **AED DRILLS⁵**

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

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

1 MEDICAL EMERGENCIES/PANDEMIC FLU⁶

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

6 REMOTE LEARNING DRILLS⁷

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

Legal References

1. TRR/MS 0520-01-02-.03(2); TCA 49-6-805(8)
2. TCA 68-102-137(b)
3. TCA 68-102-137(f)
4. TCA 49-6-807
5. TCA 49-2-122; TCA 49-6-1208
6. TCA 49-6-3004(a), (e); TCA 49-5-404
7. Public Acts of 2022, Chapter No. 936

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Student Transportation Management	Descriptor Code: 3.400	Issued Date: 01/05/21
		Rescinds: 3.405	Issued: 08/16/17

1 Appointed directors of schools, in employing school transportation personnel, and boards of education,
2 in contracting for transportation services with persons owning equipment, are authorized to enter into
3 contracts for such services for periods of time as long as, but not exceeding, four (4) years from the date
4 of making the contracts, it being the purpose of this section to permit a reasonable degree of employment
5 security for such school transportation personnel. ¹

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

8 All accidents, regardless of the damage involved, must be reported to the transportation supervisor,
9 including incidents in which any part of the bus contacts any other object or vehicle.

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

12 RESPONSIBILITIES OF BUS OWNERS

13 1. Each school bus and all related equipment shall always be maintained in condition to operate
14 safely during the school year and shall conform to specifications as set forth by the State Board
15 of Education and National Highway Traffic Safety Administration. ³

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

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

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

26 5. Each school bus owner must specify for the Director of Schools' approval the name of the
27 designated driver and at least one substitute driver of his/her bus.

28
29
30
31
32

1 6. Each school bus driver shall submit to the Director of Schools the results of his latest physical
2 examination.
3

4 7. The Contractor shall furnish all route information requested by the school system, such as student
5 names, school, grade, stops, number per stop, etc. Contractor shall supply by August 1 of each
6 year and update within ten (10) days of any change the name, address and phone number of the
7 person that will check the bus at the end of every route to confirm that no person remains on the
8 bus.
9

10 **DIRECTOR OF TRANSPORTATION⁴**

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

13 The Director of Transportation shall complete a student transportation management training program
14 upon appointment. Every year the Director of Transportation shall complete a minimum of four (4)
15 hours of training annually.

16 The Director of Schools shall ensure that training is completed and provide the state department of
17 education with appropriate documentation.

18 **COMPLAINT PROCESS⁵**

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

- 21 1. All complaints shall be submitted to the transportation supervisor on forms designated by the
22 District on its website;
- 23 2. Forms may be submitted in person, via mail or e-mail.

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

26 Within forty-eight (48) hours of receipt of the initial complaint, the transportation supervisor shall
27 submit a preliminary report to the director of schools and a copy of the preliminary report to the
28 Contractor. This report shall include:

- 29 1. The time and date the complaint was received;
- 30 2. The name of the bus driver;
- 31 3. A copy or summary of the complaint; and
- 32 4. Any prior complaints or disciplinary actions taken against the driver.

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

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

3 **RECORDKEEPING⁶**

4 The transportation supervisor shall be responsible for the collection and maintenance of the following
5 records:

- 6 1. Bus driver credentials, including required background checks;
- 7
- 8 2. Driver state training records; and
- 9
- 10 3. Complaints received and any records related to the investigation and complaints.

11 **AWARDING AND RENEWING CONTRACTS**

12 *General*

13 In order for all contractors to obtain a contract, a list system will be utilized. First priority is set by
14 seniority. For second priority, the Transportation Director will schedule a lottery-style drawing annually
15 to compile the list. Third Priority shall be a mass notification process to all eligible contractors regardless
16 of participation in the First and Second Priority List. If multiple contractors request an offered contract
17 in the Third Priority, the tie will be broken based on seniority. Names will be placed on the list in the
18 order they are drawn. The priority lists are redrawn each school year.

19 *First Priority*

20 Each bus driver **who has never had a contract, that** holds a current driving eligibility status with the
21 Rutherford County Board of Education and has been driving full-time for two (2) complete school
22 years or the equivalent of four (4) years driving daily in the morning (AM) or afternoon (PM) may
23 make application to be included on the First Priority list. Applications will be provided by the
24 Transportation Department and must be filed in person with the Transportation Director. The
25 application will include a sworn, notarized affidavit declaring the total length of active time driving a
26 school bus with the Rutherford County Schools System. Active time is defined as the time in which a
27 driver has actively driven full-time or the equivalent of four (4) years driving daily in the morning
28 (AM) or afternoon (PM) while maintaining legal licensing supported by the documentation required
29 under the bus contract. As new and replacement contracts become available throughout the term of the
30 contract period, drivers on this list will be offered contracts in the order their names appear on the list,
31 provided the driver continues to be eligible as a driver in Rutherford County and is in good standing
32 with the Board. The contractor shall select one (1) 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 contract 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 contract being offered. Any driver who is hired by a contractor after
37 the application deadline will be allowed to make application after driving full-time for two (2) complete
38 school years.

1 *Second Priority*

2 In the event the First Priority list is exhausted, the Second Priority list will be executed. Any contractor
3 who has held one (1) or more bus contracts will be eligible to make application for the Second Priority
4 list. The application must be completed and submitted to the Transportation Director. As new and
5 replacement contracts become available (after the First Priority list has been exhausted), the drivers on
6 the Second Priority list will be offered available bus contract in the order their names appear on the list,
7 provided the driver continues to be eligible as a driver in Rutherford County and is in good standing with
8 the Board. The driver shall have the option to select one (1) of the available contracts.

9 *Third Priority*

10 In the event the First and Second Priority List are exhausted, and contracts remain unclaimed, the
11 Director of Transportation may offer any remaining new or replacement contracts to any eligible
12 provider qualified to provide student transportation, regardless of that provider's participation in First or
13 Second Priority lists. The Director of Transportation must notify all current Contractors and all current
14 drivers when a Third Priority List is created for unclaimed route contracts.

15 In the event more than one provider selects an unclaimed route/contract, seniority of existing contractors
16 will be used as the determining factor in awarding the contract.

17 *Exchanges*

18 After a route/contract is awarded, the route remains the responsibility of the Contractor for the duration
19 of his/her contract with Rutherford County Schools. Exchanges may only occur with the express
20 written permission of the Director of Transportation after communicating with the Contractors and
21 determining such an exchange creates a cohesive route management system with positive long-term
22 benefits for the students, parents, contractors, and the Transportation Department and is essential to the
23 functioning of Rutherford County Schools.

Legal References

1. TCA 49-6-2101
2. TCA 49-6-2116(d)(3) fka Public Acts of 2017,
Chapter No. 289 (1)(d)(3)
3. TRR/MS 0520-01-.05
4. TCA 49-6-2116(a) fka Public Acts of 2017, Chapter
no. 289(1)(a)-(c)
5. TCA 49-6-2116(d)(1) fka Public Acts of 2017,
Chapter No. 289(1)(d)(2)
6. TCA 49-6-2116(d)(5) fka Public Acts of 2017,
Chapter No. 289 (1)(d)(5)

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Instructional Standards	Descriptor Code: 4.101	Issued Date: 07/22/21
		Rescinds:	Issued:

1 *General*

2 The Board is charged with selection of the curriculum. No subjects or topics prohibited by state or
3 federal law shall be taught.¹ The Director of Schools shall develop administrative procedures to
4 implement this policy.

5 **STATE STANDARDS²**

6 Only Tennessee state standards shall be taught within the school district. The following are prohibited:

7 1. Instructional materials, textbooks, or supplemental materials created to align exclusively with
8 Common Core; or

9
10 2. Instructional materials, textbooks, or supplemental materials that are marketed or otherwise
11 identified as Common Core textbooks or instructional materials.

12 **Any complaints regarding the above shall be submitted per board policy 4.402.**

13 **CURRICULUM AND INSTRUCTIONAL PROGRAMMING**

14 All curriculum and instructional programming implemented in the school district shall adhere to state
15 and federal laws. District employees shall not include or promote any concepts that would violate state
16 law when providing instruction, using instructional or supplemental materials, or when implementing
17 the instructional program and curriculum.¹

18 The Director shall develop procedures to ensure that the district's instructional program complies with
19 state law.

20 **Complaints regarding teaching prohibited concepts in violation of state law shall be submitted per the**
21 **regulation developed by the Tennessee Department of Education.³**

Legal References

1. TCA 49-6-2202; TCA 49-6-1304; TCA 49-6-2206; TCA 49-6-1019
2. TCA 49-1-302(a)(8); TCA 49-1-314; Public Acts of 2022, Chapter No. 1085
3. TRSS/MS 0520-12-04

Cross References

Reconsideration of Textbooks and Instructional Materials 4.402

Controversial Issues 4.800

Controversial Materials 4.801

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Credit Recovery	Descriptor Code: 4.210	Issued Date: 08/16/17
		Rescinds:	Issued:

1 **GENERAL¹**

2 The Director of Schools shall ensure that credit recovery facilitators receive training regarding course
3 organization, online instruction management, and related technology.

4 Credit recovery teachers shall comply with all State Board of Education certification requirements.¹

5 **ADMISSION AND REMOVAL²**

6 No student shall be admitted to or otherwise enrolled in credit recovery courses unless:

- 7 1. The student's parent/guardian gives written consent for the student to enroll in the proposed
8 credit recovery course. Parents/guardians should be informed that not all postsecondary
9 institutions will accept credit recovery courses for credit and that the NCAA Clearinghouse will
10 not accept credit recovery courses for credit; and
11
- 12 2. The student has previously taken an initial, non-credit recovery section of the proposed course
13 and received a grade of at least fifty percent (50%). Students who receive a grade of below fifty
14 percent (50%) in the non-credit recovery section of the course must re-take the course.

15 If a student is seeking to recover credit for the first semester of a two-semester course, the student may
16 not receive the full credit for the course until he/she has enrolled in and passed the second semester of
17 the course and taken any applicable End of Course examinations.

18 The board shall track students enrolled in credit recovery courses as directed by the Tennessee
19 Department of Education.

20 **INSTRUCTION AND CONTENT²**

21 Credit recovery teachers shall work closely with credit recovery facilitators to correlate class content
22 and instruction.

23 The Director of Schools shall ensure that all credit recovery courses:

- 24 1. Align with Tennessee's current academic standards for the relevant course content area, as
25 approved by the State Board of Education; and
26
- 27 2. Differentiate instruction to address individual student growth needs based on diagnostic
28 assessment or End of Course data.

1 Students in credit recovery programs shall:

- 2 1. Complete a course skill-specific diagnostic to determine skill-specific goals;
- 3
- 4 2. Meet individual skill-specific goals in a flexible time frame as established by identified student
- 5 need; and
- 6
- 7 3. Master all individualized skill-specific goals as established by the diagnostic process in order to
- 8 earn credit.

9 **GRADES²**

10 Students passing credit recovery shall receive a grade of sixty percent (60%) under the state uniform
11 grading system. If the district utilizes a locally-adopted grading scale that differs from the uniform
12 grading scale, a student passing credit recovery shall receive a D.³

13 ~~Grades awarded in credit recovery courses shall adhere to the State Board of Education's Uniform~~
14 ~~Grading Policy.~~

Legal References

1. SBOE Policy 2.103; TRR/MS 0520-01-03-.03(13)
2. SBOE Policy 2.103(7)(a)
3. SBOE Policy 3.301

Cross References

Virtual Grading Program 4.212
Grading System 4.600
Promotion and Retention 4.603

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Virtual Education Program	Descriptor Code: 4.212	Issued Date: 08/12/21
		Rescinds:	Issued:

1 *General*

2 The Rutherford County Board of Education virtual education program is a course or series of courses
3 offered by a school district to provide students a broader range of educational opportunities using
4 technology. Utilizing this program is temporary and shall not replace a student's regular instructional
5 program.¹ ~~The Rutherford County Board of Education virtual education program will utilize mainly~~
6 ~~asynchronous opportunities for students to remain engaged with the content and instruction offered in~~
7 ~~the student's physical classroom for the period in which a student is temporarily not in school due to~~
8 ~~testing positive for COVID-19, or being quarantined due to exposure to COVID-19. Educators may~~
9 ~~make additional opportunities available as appropriate such as recorded lessons, check-in/one-on-one~~
10 ~~virtual meetings, etc.~~

11 Class size ratios for the virtual education program shall comply with the requirements as outlined in
12 state law.²

13 Virtual education programs³ shall be made available to students for the following purposes:

- 14 1. Academic remediation, enrichment, or providing students access to a wider range of courses;
- 15
- 16 2. Continuity of educational service for students who are homebound;⁴
- 17
- 18 3. Continuity of educational service for students who are quarantining ~~whether by testing positive~~
19 ~~for COVID-19, or due to contact tracing/exposure to COVID-19;~~⁵
- 20 4. Continuity of educational service for students enrolled in an alternative school;⁶ or
- 21
- 22 5. Continuity of educational service when the district utilizes remote instruction due to dangerous
23 or extreme weather conditions, a serious outbreak of illness affecting or endangering students
24 or staff, or during the administration of end of course examinations or other examinations as
25 allowed per state law.⁷

26 **ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

27 Students shall be eligible to utilize a virtual education program if participating in one of the above
28 educational opportunities. The following factors shall also be taken into consideration when
29 determining eligibility:

- 30 1. Attendance;
- 31

- 1 2. Grades;
- 2
- 3 3. Technology survey; and
- 4
- 5 4. Appropriateness of the digital options in light of the individual student's needs and strengths.

6 **ATTENDANCE**

7 Student attendance in the virtual education program shall adhere to the general requirements of board
8 policy 6.200 and any relevant administrative procedures.

9 Methods of confirming student attendance shall include two or more of the following:

- 10 1. Students participating in a phone call/virtual calls with a teacher, with parent/guardian support
11 as appropriate for the age of the student;
- 12
- 13 2. Students participating in asynchronous virtual instruction;
- 14
- 15 3. Students completing work in a learning management system; or
- 16
- 17 4. Students submitting work via hard-copy or virtual formats.

18 **REMOVAL FROM VIRTUAL EDUCATION PROGRAM**

19 A student may be removed from the virtual education program or denied future enrollment in a virtual
20 education program based on disciplinary issues, attendance issues, or poor academic performance.

21 Before a student is removed based on poor academic performance, the following interventions shall
22 occur:

- 23 1. Notification of parent/guardian; and
- 24
- 25 2. One-on-one assessment conducted by the principal/designee regarding any learning needs and
26 academic performance.

27 **SPECIAL EDUCATION AND SECTION 504**

28 Students receiving special education services shall receive the services contained in the continuous
29 learning plan incorporated into the student's IEP. To the extent the opportunities in the continuous
30 learning plan conflict with this policy, IEP teams shall meet to update the continuous learning plan
31 with a focus on using current instructional options to ensure the student receives a free and appropriate
32 public education.

33 Accommodations in student 504 plans should also be implemented to the extent they apply to the
34 virtual education program. Additional accommodations may need to be considered by the 504 team to
35 ensure the student can access the virtual education opportunities when needed.

Legal References

1. TRR/MS 0520-01-03-.05(2)
2. TCA 49-1-104(h); State Board of Education Policy 3.206
3. TCA 49-16-101; TRR/MS 0520-01-03-.05(2)(a)
4. TRR/MS 0520-01-02-.10; TRR/MS 0520-01-09-.07
5. TRR/MS 0520-01-13-.01(1)(d)(1)
6. TRR/MS 0520-01-02-.09; Public Acts of 2022, Chapter No. 960
7. Public Acts of 2022, Chapter No. 897

Cross References

Emergency Closings 1.8011
Homebound Instruction 4.206
Credit Recovery 4.210
Alternative Education 6.319

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Reconsideration of Textbooks and Instructional Materials	Descriptor Code: 4.402	Issued Date: 07/27/22
		Rescinds:	Issued:

1 If a complaint is filed by a parent/guardian, employee, or student regarding textbooks or instructional
2 materials, this process is to be followed:¹

- 3 1. Inform the complainant of the selection procedures and make no commitments.
- 4
- 5 2. Request the complainant to submit a Request for Reconsideration of Textbooks and
6 Instructional Materials form.
- 7
- 8 3. Inform the principal (and other appropriate personnel).
- 9
- 10 4. Keep challenged materials available for use during the reconsideration process. The materials
11 shall be removed immediately if they:²
 - 12 a. Were created to align exclusively with Common Core; or
 - 13 b. Are marketed or otherwise identified as Common Core textbooks or instructional
14 materials.
- 15
- 16
- 17
- 18 5. Upon receipt of the completed form, the principal shall notify the Director of Schools.
- 19
- 20 6. The principal shall request review of the challenged materials by an ad hoc materials review
21 committee within 25 business days. The review committee is appointed by the principal and
22 includes representatives from classroom teachers, one or more parents, and may include one or
23 more students. The principal will inform the Director of Schools of the review committee's
24 progress.
- 25
- 26 7. The review committee shall take the following steps after receiving the challenged materials:
 - 27 a. Read, view, or listen to the contested material in its entirety;
 - 28 b. Check general acceptance of the material by reading recognized and evaluative reviews;
 - 29 c. Determine the extent to which the material supports the curriculum;
 - 30 d. Complete the appropriate Checklist for Reconsideration of Textbooks and Instructional
31 Materials, judging the material for its strength and value; and
 - 32 e. Present recommendation to principal for further action and to the Director of Schools
33 for purposes of information.
 - 34
 - 35

- 1 8. If the complainant desires further action after receiving the recommendation of the committee
2 and the decision of the principal, an appeal may be made to the Board.

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982)
2. TCA 49-1-302(a)(8); TCA 49-1-314; TCA 49-6-2206; Public Acts of 2022, Chapter No. 1085

Cross References

Instructional Standards 4.101
Textbooks and Instructional Materials 4.400
School and System Websites 4.407
Controversial Materials 4.801

Rutherford County Board of Education

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

1 **General**

2 The Assistant Superintendent for Curriculum and Instruction or his/her designee shall be responsible for
3 library collection development. Library materials shall be reviewed to ensure the content aligns with
4 state law.¹ The library collection shall adhere to the following criteria:

- 5 1. Materials shall be suitable for and consistent with the educational mission of the school;
- 6
- 7 2. Materials shall be appropriate for the age and maturity levels of the students who may access
8 them. The determining factor will be based on an assessment of any mature themes or content
9 (i.e., violence, sexual content, vulgar language, substance abuse);
- 10
- 11 3. Materials shall contain literary, historical, and/or artistic value and merit; and
- 12
- 13 4. The collection as a whole shall offer a variety of viewpoints.

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

16 **COMPLAINTS**

17 If a complaint is made by an employee, student, or parent/guardian, this process is to be followed:

- 18 1. Inform the complainant of the selection procedures and make no commitments.
- 19
- 20 2. Request the complainant to submit a Request for Reconsideration of Library Materials form.
- 21
- 22 3. Inform the principal (and other appropriate personnel).
- 23
- 24 4. Keep challenged materials available for use during the reconsideration process.
- 25
- 26 5. Upon receipt of the completed form, the principal shall notify the Director of Schools.
- 27
- 28 6. The principal shall request review of the challenged materials by an ad hoc materials review
29 committee within 25 business days. The review committee is appointed by the principal and
30 includes certified library media personnel, representatives from classroom teachers, one or
31 more parents, and may include one or more students. The principal will inform the Director of

1 Schools of the review committee's progress.

2
3 7. The review committee shall take the following steps after receiving the challenged materials:

- 4
5 a. Read, view, or listen to the contested material in its entirety;
- 6 b. Check general acceptance of the material by reading recognized and evaluative reviews;
- 7 c. Determine the extent to which the material is appropriate for the age and maturity levels
- 8 of the students who have access to the materials and whether the material is suitable for,
- 9 and consistent with, the educational mission of the school;
- 10 d. Complete the appropriate Checklist for Reconsideration of Library Materials, judging
- 11 the material for its strength and value; and
- 12 e. Present a recommendation to the Director of Schools and the Board.

13
14 8. The Board shall review the recommendation presented by the review committee and make the

15 determination whether the material is appropriate for the age and maturity levels of the students

16 who have access to the materials and whether the material is suitable for, and consistent with,

17 the educational mission of the school.

18
19 9. If it is determined that the material is not appropriate for the age and maturity levels of the

20 students who have access to them or is not suitable for, and consistent with, the educational

21 mission of the school, the Board shall require the school to remove the material from the library

22 collection.

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982); Public Acts of 2022, Chapter No. 744

Cross References

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

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Use of the Internet	Descriptor Code: 4.406	Issued Date: 08/12/21
		Rescinds: 4.406	Issued: 02/09/17

1 The Board supports the right of staff and students to have reasonable access to various information
2 formats and believes that it is incumbent upon staff and students to use this privilege in an appropriate
3 and responsible manner.

4 **Employees**

5 Before any employee is allowed use of the District's internet or intranet access, the employee shall sign
6 a written agreement, developed by the Director of Schools/designee that sets out the terms and conditions
7 of such use. Any employee who accesses the district's computer system for any purpose agrees to be
8 bound by the terms of that agreement, even if no signed written agreement is on file.

9 The Director of Schools shall develop and implement procedures for appropriate internet use which shall
10 address the following:

- 11 1. Development of the Network and Internet Use Agreement.
- 12 2. General rules and ethics of internet access.
- 13 3. Guidelines regarding appropriate instruction and oversight of student internet use.
- 14 4. Prohibited and illegal activities, including but not limited to the following:¹
 - 15 • Sending or displaying offensive messages or pictures
 - 16 • Using obscene language
 - 17 • Harassing, insulting, defaming, or attacking others
 - 18 • Damaging computers, computer systems or computer networks
 - 19 • Hacking or attempting unauthorized access to any computer
 - 20 • Violation of copyright laws
 - 21 • Trespassing in another's folders, work, or files
 - 22 • Intentional misuse of resources
 - 23 • Using another's password or other identifier (impersonation)
 - 24 • Use of the network for commercial purposes
 - 25 • Buying or selling on the internet

26 **Students**

27 The Director of Schools shall develop and implement procedures for appropriate internet use by students.
28 Procedures shall address the following:

- 29 1. General rules and ethics of internet use; and
- 30 2. Prohibited or illegal activities, including, but not limited to:¹
 - 31 • Sending or displaying offensive messages or pictures
 - 32 • Using obscene language

- 1 • Harassing, insulting, defaming, or attacking others
- 2 • Damaging computers, computer systems or computer networks
- 3 • Hacking or attempting unauthorized access
- 4 • Violation of copyright laws
- 5 • Trespassing in another's folders, work, or files
- 6 • Intentional misuse of resources
- 7 • Using another's password or other identifier (impersonation)
- 8 • Use of the network for commercial purposes
- 9 • Buying or selling on the internet

10 INTERNET SAFETY MEASURES²

11 Internet safety measures shall be implemented that effectively address the following on District
12 supported devices:

- 13 • Controlling access by students to inappropriate matter on the internet
- 14 • Safety and security of students when they are using electronic mail, chat rooms, and other
15 forms of direct electronic communications
- 16 • Preventing unauthorized access, including "hacking" and other unlawful activities by
17 students online
- 18 • Unauthorized disclosure, use, and dissemination of personal information regarding
19 students
- 20 • Restricting students' access to materials harmful to them

21 The Director of Schools/designee shall establish a process to ensure the District's education technology
22 is not used for purposes prohibited by law or for accessing sexually explicit materials. The process shall
23 include, but not be limited to:

- 24 • Utilizing technology that blocks or filters internet access (for both students and adults) to
25 material that is obscene or pornographic ~~child pornography or harmful to students~~³
- 26 • Prohibiting and preventing a user from sending, receiving, viewing, or downloading
27 materials that are deemed to be harmful to minors⁴
- 28 • Maintaining and securing a usage log
- 29 • Monitoring online activities of students²

30 The Board shall provide reasonable public notice of **and at least one (1) public hearing or meeting to**
31 **address and communicate** its internet safety measures.²

32 Annually, a notification about the use of the internet and technology will be provided to
33 parents/guardians and students. Parents/guardians may choose to opt-out and disallow their student from
34 accessing the internet or technology by opting out on the provided form and confirming the request with
35 the District Office of Instructional Technology.

36 **Complaints alleging a violation of the internet safety measures shall be submitted to Assistant**
37 **Superintendent for Curriculum and Instruction. All complaints shall be reviewed to determine how to**
38 **appropriately respond.**

39

1 E-MAIL

2 Users with network access shall not utilize district resources to establish electronic mail accounts through
3 third-party providers or any other nonstandard electronic mail system. All data including e-mail
4 communications stored or transmitted on school system computers shall be monitored.
5 Employees/students have no expectation of privacy with regard to such data. E-mail correspondence
6 may be a public record under the public records law and may be subject to public inspection.⁵

7 INTERNET SAFETY INSTRUCTION⁶

8 Students will be given appropriate instruction in internet safety as a part of any instruction utilizing
9 computer resources. The Director of Schools shall provide adequate in-service instruction on internet
10 safety. Parents/guardians and students will be provided with material to raise awareness of the dangers
11 posed by the internet and ways in which the internet may be used safely.

12 SOCIAL NETWORKING

- 13 ~~1. District staff who have a presence on social networking websites are prohibited from posting~~
14 ~~data, documents, photographs, or inappropriate information that is likely to create a material and~~
15 ~~substantial disruption of classroom activity.~~
- 16 ~~2. District staff are prohibited from accessing personal social networking sites on school computers~~
17 ~~or during school hours except for legitimate instructional purposes.~~
- 18 ~~3. The Board discourages district staff from socializing with students on social networking~~
19 ~~websites. The same relationship, exchange, interaction, information, or behavior that would be~~
20 ~~unacceptable in a non-technological medium is unacceptable when done through the use of~~
21 ~~technology.~~

22 VIOLATIONS

23 Violations of this policy or a procedure promulgated under its authority shall be handled in accordance
24 with the existing disciplinary procedures of this District.

25 **VENDOR CONTRACTS³**

26 **Prior to entering into any contract for the provision of digital or online materials created or marketed**
27 **for kindergarten through grade twelve (K-12), the district shall obtain an assurance that the vendor**
28 **shall adhere to state law. This determination includes ensuring that the vendor filters, blocks, or**
29 **otherwise prevents access to pornography or obscenity and verifying that the technology prevents a**
30 **user from sending, receiving, viewing, or downloading materials that are harmful to minors.**

1. TCA 39-14-602
2. 47 USCA § 254 (h)(5)(A) – (C), 254(l); 47 CFR § 54.520(c)(1)(i); 20 USCA § 7131
3. TCA 10-7-512
4. TCA 49-1-221

Use of Email 1.805
Employee Use of Social Media and Personal Websites 4.4061
School and System Websites 4.407
Controversial Materials 4.801
Student Publications 6.704

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Employee Use of Social Media and Personal Websites	Descriptor Code: 4.4061	Issued Date: 03/14/13
		Rescinds:	Issued:

1 Rutherford County Schools respects the right of employees to use social media, networking sites,
2 personal websites, and blogs, but it is important that an employee's personal use of these sites does not
3 interfere with official duties, violate any district policies, or damage the reputation of the school district,
4 its employees, its students, or their families.

5 Employees should set appropriate boundaries between personal and public online behavior,
6 understanding that what is private in the digital world often has the potential of becoming public, even
7 without their knowledge or consent. It is recommended that employees carefully review the privacy
8 settings on any social media accounts and exercise good judgment when posting content and information
9 on such sites.

10 Employees should adhere to the following guidelines consistent with the district's standards on
11 harassment, student relationships, professional communication and confidentiality of student
12 information. **Those employees who use social networking sites for school or district purposes shall**
13 **ensure those sites comply with all applicable laws, including open records and public forums laws.**

14 1. Employees who have a presence on social networking websites are prohibited from posting data
15 documents, photographs, or inappropriate information that is likely to create a material and
16 substantial disruption of classroom activity.

17
18 **2. Employees shall not use their personal social networking sites for school or district purposes. It is**
19 **recommended that employees use dedicated, non-personal social networking accounts if they plan**
20 **to use social media as a classroom or parent resource. Such accounts should be approved by the**
21 **school principal or central office department head prior to creation. ~~Employees are prohibited from~~**
22 **~~accessing personal social networking sites on district computers during working hours except for~~**
23 **~~legitimate instructional purposes.~~**

24
25 **3. Coaches, band directors, and other employees who need to use social media sites to communicate**
information about extracurricular clubs, teams, or other student groups should establish a dedicated,
non-personal social networking account for such purposes with permission of the school principal.

- 1 4. Employees shall not disclose any confidential information obtained during the course of his/her
2 employment about the school district, any school, individuals, or organizations, including students
3 and/or their families.
- 4 5. The Board strongly discourages employees from socializing with students on social networking
5 websites. The same relationship, exchange, interaction, information, or behavior that would be
6 unacceptable in a non-technological medium is unacceptable when done through the use of
7 technology. Employees are strongly discouraged from including current students as "friends,"
8 "followers," or any other similar terminology used by various sites without written permission from
9 the student's parent.
- 10 ~~6. Coaches, band directors and other employees who see a need to use social media sites to~~
11 ~~communicate information about extracurricular clubs, teams or other student groups should establish~~
12 ~~a dedicated, non-personal social media account for such purposes with permission of the school~~
13 ~~principal.~~
- 14
15 7. The Communications Department, under the direction of the Director of Schools, will maintain the
16 official social networking sites representing the school district. Other networking sites representing
17 individual departments, schools, or employees must be approved by the department head and/or
18 principal. The content of such networking sites shall be the responsibility of the department head or
19 principal and the employee.
- 20
21 8. The specific social media platforms (i.e. Facebook, Twitter, Instagram, etc.) permitted for use by
22 Rutherford County Schools, individual schools, and employees, shall be determined in
23 administrative procedure by the Director of Schools.
- 24
25 9. Employees shall ensure students featured on social networking sites have been authorized to do so
26 by their parents, using the annual checklist parents completed during registration.

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Grading System	Descriptor Code: 4.600	Issued Date: 10/31/18
		Rescinds: 4.600	Issued: 08/16/17

1 The Director of Schools shall develop an administrative procedure to establish a system of grading and
2 assessment for evaluating and recording student progress and to measure student performance in
3 conjunction with board-adopted content standards for grades K-8. The grading/assessment system shall
4 follow all applicable statutes and rules and regulations of the State Board of Education. The
5 grading/assessment system shall be uniform district-wide at comparable grade levels, except that the
6 director of schools shall have the authority to establish and operate ungraded and/or unstructured classes
7 in grades K-3 according to state rules and regulations.¹

8 The Director of Schools shall submit a copy of the grading, reporting and assessment systems to the
9 board before the system is implemented.² These guidelines shall be communicated annually to students
10 and parents/guardians.¹

11 Conduct grades are based on behavior and shall not be deducted from scholastic grades. Conduct grades
12 in K-12 shall be marked as follows:

- 13 • E.....Excellent
- 14 • S.....Satisfactory
- 15 • I.....Improving
- 16 • N.....Needs improving
- 17 • U.....Unsatisfactory

18 **GRADING SYSTEM: GRADES THREE - TWELVE (3-12)¹**

19 Beginning August 2022, schools teaching grades three (3) through twelve (12) shall use the uniform
20 grading system established by the State Board of Education. Using the uniform grading system, students'
21 grades shall be reported for the purposes of application for post-secondary financial assistance
22 administered by the Tennessee Student Assistance Corporation.

23 Subject-area grades shall be expressed by the following letters with their corresponding percentage
24 range:

- 25 • A (90-100)
- 26 • B (80-89)
- 27 • C (70-79)
- 28 • D (60-69)
- 29 • F (0-59)

30 This grading system shall be uniform throughout the school system for each grade.

1 Advanced coursework grades will be weighted with additional percentage points to calculate the
2 semester average. Depending on the course taken, the following percentage points will be assigned:

- 3 • Honors Courses – three (3) percentage points;
- 4 • Local and Statewide Dual Credit, Capstone Industry Certification Aligned, and Dual Enrollment
5 Courses – four (4) percentage points; and
- 6 • Advanced Placement, Cambridge International, College Level Exam Program (CLEP), and
7 International Baccalaureate Courses – five (5) percentage points. Students enrolled in Advanced
8 Placement, Cambridge International, College Level Exam Program (CLEP), and International
9 Baccalaureate courses must sit for the culminating exam in order to receive the additional five
10 (5) percentage points. If a student does not sit for the culminating exam, the District will remove
11 two (2) percentage points on each quarter for the prior school year.

12 Grades at the end of each quarter period will be determined from daily work, homework, written
13 assignments, and tests. The teacher will weigh the value of grades for various assignments and tests
14 within the applicable period in computing the grade. This procedure will enable the teacher to allow for
15 individual student differences in the grading process.

16 The student shall be responsible for making up work missed during excused absences. The work of a
17 student whose grades are satisfactory but are withheld because of failure to complete the required work
18 shall be reported as incomplete (I). An incomplete grade shall be changed to a final grade within the
19 designated time period.

20 A student must attain an average grade of **sixty (60)** ~~seventy (70)~~ or better to pass a course.

21 If one semester grade is passing and one is failing and the average of the two semesters is below **sixty**
22 **(60)** ~~seventy (70)~~, only the semester which is failing must be repeated to earn full credit. The second
23 semester of the course is not required to be completed within the same school year. If one semester is
24 repeated the two grades may be averaged.

25 Exceptions to this policy will be considered by the Board on a case-by-case basis upon a specific school's
26 request and upon recommendation of the Director of Schools.

27 **LOTTERY SCHOLARSHIPS³**

28 Each school counselor shall provide incoming freshman with information on college core courses
29 required for lottery scholarships as well as necessary criteria (grade point average, ACT, and SAT score,
30 etc.) that must be met in order to receive a scholarship.

31 Seniors may apply for the Tennessee HOPE Scholarship by completing the Free Application for Federal
32 Student Aid (FAFSA). The FAFSA is available at the guidance office or online at www.fafsa.ed.gov.
33 Students shall be made aware of all applicable FAFSA deadlines and encouraged to submit applications
34 in a timely manner.

35 Elementary school counselors should explain the HOPE Scholarship and its requirements to their
36 students and impress upon them the benefits of making good grades.

37

1 LOTTERY SCHOLARSHIP DAY

- 2 Each school year, prior to scheduling courses for the following school year, schools teaching students in
3 grades 8-11 shall conduct a lottery scholarship day for students and their parents.⁴

Legal References

1. TRR/MS 0520-01-03-.02, SBOE Policy 3.301; Public Acts of 2022, Chapter No. 1080
2. TCA 49-2-203(b)(7); TCA 49-2-301(b)(1)(H)
3. TCA 49-4-904, 907
4. TCA 49-4-932(f)
- 5.

Cross References

Credit Recovery 4.210
Grade Point Average and Class Rank 4.602

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Grade Point Average (GPA) and Class Rank (9-12)	Descriptor Code: 4.602	Issued Date: 09/18/19
		Rescinds: 4.602	Issued: 06/05/19

1 All students and all subjects (except pass/fail grades) are included in class rank and GPA. The Tennessee
2 Board of Education's Uniform Grading System will be used for semester grades. GPA and class rank are
3 based on semester averages only.

Grade & Quality Points	Percentage Range	Weighting for Honors/Advanced Honors Courses & National Industry Certification	Weighting for Local and Statewide Dual Credit Courses, and Dual Enrollment Courses	Weighting for Advanced Placement, Cambridge, International Baccalaureate Courses
A=4 QP	9093 100	Will include the addition of 3 percentage points to the grades used to calculate the semester average*	Will include the addition of 4 percentage points to the grades used to calculate the semester average*	Will include the addition of 5 percentage points to the grades used to calculate the semester average*
B=3 QP	8085 8992			
C=2 QP	7075 7984			
D=1 QP	6070 6974			
F=0 QP	0 5969			

4 *Weighting is subject to the grading system requirements outlined in Board Policy 4.600.
5 Class rank is computed at the end of the 5th and 7th semesters (regular semesters, not summer semesters).
6 When a course is repeated, BOTH grades become a part of the GPA.

7
8 With regard to a Dual Enrollment Course taken by a student at an institute of higher education (IHE), if
9 the IHE does not provide the district with numerical grades, the school district will convert the letter
10 grade to a numeric grade based upon the following conversion:
11

Letter Grade Received from IHE	Numerical Grade Conversion
A+	100
A	95
A-	9093
B+	8992

B	8588
B-	8085
C+	7984
C	7580
C-	7075
D	6570
F	5965

The additional four (4) percentage points will then be added to the student's final grade.

~~Valedictorian/Salutatorian Criteria for the Graduating Class of 2020 to 2022:~~

- ~~1. The valedictorian/salutatorian shall be the student(s) who attain(s) the highest grade point average for grades 9-12 and;~~
- ~~2. The valedictorian/salutatorian shall have taken a minimum of twelve (12) honors or above honors level courses and;~~
- ~~3. The valedictorian/salutatorian shall meet all requirements for a student graduating with honors and a student graduating with distinction pursuant to the Tennessee Board of Education's criteria.~~
- ~~4. The requirements for valedictorian/salutatorian must be completed by the end of the 7th semester.~~

Valedictorian/Salutatorian Criteria for the Graduating Class of 2023 and Beyond:

1. The valedictorian/salutatorian shall be the student(s) who attain(s) the highest grade point average for grades 9-12 and;
2. The valedictorian/salutatorian shall have taken a minimum of twelve (12) honors or above honors level courses and;
3. The valedictorian/salutatorian shall meet all requirements for a student graduating with distinction pursuant to the Tennessee Board of Education's **criteria and a student graduating with honors.**
4. In the event multiple students meet the aforementioned criteria, then the highest achieved ACT composite, **not superscore**, will serve as the final determination criteria.

1 5. The requirements for valedictorian/salutatorian must be completed by the end of the 7th
2 semester.

3 Exception: Schools in Rutherford County with an enrollment of less than 500 students shall determine
4 valuedictorian/salutatorian based upon honors and above honors level courses available.

5 Exception: If there is no student within the school who meets the above listed criteria, the valedictorian
6 shall be the student with the highest grade point average.

7 Each high school principal shall approve a list of courses eligible for Honors/Advanced Honors and
8 Advanced Placement status. A copy of the approved list will be placed in the Administrative Procedures
9 Manual for the preceding school year. All honors/advanced honors and advanced placement courses
10 must meet the Tennessee Board of Education's guidelines regarding standards for honors courses.

11 Students graduating with distinction will be noted and recognized in the graduation printed program.
12 Additional "graduation with distinction" recognition will be the decision of the Board.

Legal References

Public Acts of 2022, Chapter No. 1080

Cross References

Grading System 4.600
Graduation Requirements 4.605

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 08/12/21
		Rescinds: 5.200	Issued: 09/18/19

1 **SUSPENSION PENDING AN INVESTIGATION¹**

2 The Director of Schools may suspend a teacher at any time that may seem necessary, pending
3 investigation, or final disposition of a case before the Board or an appeal. If the matter under
4 investigation is not the subject of an ongoing criminal investigation or a Department of Children's
5 Services investigation, and if no charges for dismissal have been made, a suspension pending
6 investigation shall not exceed ninety (90) days in duration. Under no circumstances shall the Director of
7 Schools suspend a teacher with pay. If vindicated or reinstated, the teacher shall be paid full salary for
8 the period of suspension.

9 **SUSPENSION OF THREE DAYS OR LESS^{2,3}**

10 The Director of Schools or his/her designee may suspend a teacher for incompetence, inefficiency,
11 neglect of duty, unprofessional conduct, and insubordination. Before an employee is suspended, he/she
12 shall be: (1) provided with written notice, including the reasons for the suspension along with an
13 explanation of the evidence; (2) given an opportunity to respond to the Director at a conference, if
14 requested within five (5) days; and (3) given a written decision of the suspension within ten (10) days.
15 Both parties may be represented by counsel at the conference, which shall be recorded.

16 Under no circumstances shall a Director of Schools suspend a tenured teacher with pay. If reinstated,
17 the tenured teacher shall be paid full salary for the period of suspension, unless suspension without pay
18 is deemed to be an appropriate penalty.

19 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS⁴**

20 When charges are made against a tenured teacher, charging the teacher with offenses which may justify
21 dismissal or a suspension greater than three (3) days, the charges shall be made in writing, specifically
22 stating the offenses which are charged, and shall be signed by the party or parties making the charges.

23 If, in the opinion of the Board, the charges are of such nature as to warrant the dismissal or a suspension
24 greater than three (3) days of the teacher, the Director of Schools shall give the teacher a written notice
25 of this decision, a copy of the charges against the teacher, and a copy of a form provided by the
26 Commissioner of Education advising the teacher of his/her legal duties, rights, and recourse.

27 A tenured teacher who has been given notice of charges against him/her may within thirty (30) days after
28 receipt of notice give written notice to the Director of Schools of his/her request for a hearing.

29 The Director of Schools shall, within five (5) days after receipt of request, assign a hearing officer from
30 the list maintained by the Board.

1 The Board shall maintain a list of qualified individuals who have indicated a willingness to act as
2 impartial hearing officers as defined under Tennessee law.

3 The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the
4 parties or the attorneys for the parties, or both, to appear before the hearing officer for simplification of
5 issues and the scheduling of the hearing. That hearing shall be set no later than thirty (30) days following
6 receipt of the initial request for a hearing. In the discretion of the hearing officer, all or part of any
7 prehearing conference may be conducted by telephone if each participant has an opportunity to
8 participate, be heard, and to address proof and evidentiary concerns. The hearing officer is empowered
9 to issue appropriate orders and to regulate the conduct of the proceedings.

10 Either party may appeal to the Board an adverse ruling by giving written notice of appeal within ten (10)
11 working days of the hearing officer's delivery of the hearing officer's written findings and conclusions.
12 The Director of Schools shall prepare a copy of the proceedings, including all transcripts and evidence,
13 documentary or otherwise, and transmit the same to the Board within twenty (20) days of the receipt of
14 the notice of appeal.

15 The Board shall hear the appeal on the record, and no new evidence may be submitted by either party.
16 The appealing party may appear before the Board to argue why the adverse ruling should be overturned.
17 In no event should such argument last more than fifteen (15) minutes, unless the Board should vote to
18 extend additional time. At the conclusion of the hearing, any member of the Board may vote to sustain
19 the decision of the hearing officer, send the record back for additional evidence, revise the penalty, or
20 reverse the decision. The Board shall render its decision within ten (10) working days after the
21 conclusion of the hearing. In the event that the decision of the Board is appealed to the chancery court,
22 the Board shall transmit the entire record prepared by the Director and reviewed by the Board to the
23 chancery court for its review.

24 **RESIGNATION**

25 A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the
26 effective date of the resignation. A teacher who fails to give such notice, in the absence of justifiable
27 extenuating circumstances, shall forfeit all tenure status. The Board may waive the thirty (30) days'
28 notice requirement and permit a teacher to resign in good standing.⁵

29 The conditions under which it is permissible to break a contract with the Board are as follows:⁶

- 30 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
31 statement of a physician approved by the Board
- 32 2. The drafting of the teacher into military service by a selective service board; or
- 33 3. The release by the Board of the teacher from the contract which the teacher has entered into with
34 the Board.

35 Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the
36 date of return if the teacher does not intend to return to the position from which he/she has taken leave.
37 Failure to render such notice may be considered a breach of contract.⁷

1 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
2 the State Board of Education and request the suspension of a teacher's license. After the State Board of
3 Education has provided the teacher an opportunity for defense during a hearing, the State Board of
4 Education may suspend the license for no less than thirty (30) and no more than three hundred sixty-five
5 (365) days.⁸

6 RETIREMENT

7 Retirement is a termination of services under conditions which will allow the employee to draw benefits
8 from retirement plans and/or Social Security benefits. Employees eligible for retirement benefits may
9 elect to retire at any age according to the provisions of the retirement system.

10 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
11 responsibility of the retiring employee to provide verification of eligibility in writing from the Tennessee
12 Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility of the retiring
13 employee to file for benefits.

14 ~~Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year~~
15 ~~without loss of retirement benefits. Retired teachers may substitute teach for additional days if the~~
16 ~~Director of Schools certifies in writing to the Division of Retirement that no other qualified personnel~~
17 ~~are available to substitute teach.~~⁹

18 ~~The Director of Schools may employ teachers retired for at least one (1) year for full-time employment~~
19 ~~as a kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will~~
20 ~~not be lost or suspended under certain conditions, which include but are not limited to the following:~~¹⁰

- 21 ~~1. The Director of Schools of the employing system must certify in writing that no other qualified~~
22 ~~individuals are available to fill the position;~~
- 23 ~~2. The Commissioner of Education must certify that the employing school system serves an area~~
24 ~~that lacks qualified teachers to serve in the position to be filled;~~
- 25 ~~3. The retired teacher must hold a valid license and shall not be entitled to tenure status;~~
- 26 ~~4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or~~
27 ~~receive medical insurance coverage; and~~
- 28 ~~5. The salary paid to the retired member shall not be less than the rate of compensation set by the~~
29 ~~Board for teachers with no experience filling similar positions, nor more than eighty-five~~
30 ~~percent (85%) of the rate of compensation set by Board for teachers with comparable training~~
31 ~~and years of experience filling similar positions.~~

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b); Public Acts of 2021, Chapter No. 493
9. TCA 8-36-805
10. TCA 8-36-821

Cross References

Employment of Retirees 5.119
Recommendations and File Transfers 5.203

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Non- Tenured Teachers	Descriptor Code: 5.201	Issued Date: 08/12/21
		Rescinds: 5.201	Issued: 09/18/19

1 **SUSPENSION PENDING AN INVESTIGATION¹**

2 The Director of Schools may suspend a teacher at any time that may seem necessary, pending
3 investigation, or final disposition of a case before the Board or an appeal. If the matter under investigation
4 is not the subject of an ongoing criminal investigation or a Department of Children's Services
5 investigation, and if no charges for dismissal have been made, a suspension pending investigation shall
6 not exceed ninety (90) days in duration. Under no circumstances shall the Director of Schools suspend
7 a non-tenured teacher with pay. If vindicated or reinstated, the non-tenured teacher shall be paid full
8 salary for the period of suspension.

9 **SUSPENSION OF THREE DAYS OR LESS²**

10 A Director of Schools or his/her designee may suspend a teacher for incompetence, inefficiency, neglect
11 of duty, unprofessional conduct, and insubordination. Before an employee is suspended, he/she shall be:
12 (1) provided with written notice, including the reasons for the suspension along with an explanation of
13 the evidence; (2) given an opportunity to respond to the Director at a recorded conference, if requested
14 within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties
15 may be represented by counsel at the conference, which shall be recorded.

16 Under no circumstances shall the Director of Schools suspend a non-tenured teacher with pay. If
17 reinstated, the non-tenured teacher shall be paid full salary for the period of suspension unless suspension
18 without pay is deemed to be an appropriate penalty.

19 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²**

20 The Director of Schools may dismiss or suspend for more than three (3) days any non-tenured teacher
21 during the contract year for incompetence, inefficiency, insubordination, improper conduct, or neglect
22 of duty after giving the non-tenured teacher, in writing, due notice of the charges.

23 The Director of Schools shall give the non-tenured teacher an opportunity for a full and complete hearing
24 before an impartial hearing officer.

25 The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will
26 hear the case and the employee shall have the right to:

- 27 1. be represented by counsel;
- 28 2. call and subpoena witnesses;
- 29 3. examine all witnesses; and
- 30 4. require that all testimony be given under oath.

1 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the
2 affected employee within ten (10) working days following the close of the hearing. The employee may
3 appeal the decision to the Board within ten (10) working days of the hearing officer rendering the written
4 decision to the employee. Written notice of appeal to the Board shall be given to the Director of Schools.
5 Within twenty (20) days of receipt of notice, the Director of Schools shall prepare a copy of the
6 proceedings, transcript, documentary, and other evidence presented and provide the Board a copy of the
7 same.

8 The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in
9 same manner as the non-tenured teacher.

10 The Board shall hear the appeal. No new evidence shall be introduced. The non-tenured teacher may
11 appear in person or be represented by counsel and argue why the decision should be modified or reversed.
12 The Board shall take one of the following actions:

- 13 1. sustain the decision;
- 14 2. send the record back if additional evidence is necessary; or
- 15 3. revise the penalty or reverse the decision.

16 Before any decision to dismiss is made, a majority of the membership of the Board shall concur in
17 sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days
18 after the conclusion of the hearing.

19 Within twenty (20) days after receipt of notice of the decision of the Board, either party may appeal to
20 the chancery court in the county where the school system is located. The Board shall provide the entire
21 record of the hearing to the court.

22 **NONRENEWAL**

23 Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of
24 employment enjoyed by tenured teachers except that they have no claim upon continuing employment
25 or tenure protections.

26 The principal is responsible for discussing deficiencies as part of the evaluation process with the non-
27 tenured teacher and providing assistance for overcoming these deficiencies.

28 The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their
29 contract period. If the Director of Schools determines not to renew the contract of a non-tenured teacher,¹
30 the following action shall be taken:

- 31 1. The Board shall be notified at the next regular board meeting; and
- 32 2. Written notice of non-renewal shall be sent to the teacher by certified mail or overnight carrier,
33 or by email within five (5) business days following the last instructional day for the school year.³
34 If the reason for nonrenewal is due only to a loss of funding for the position, then the notice shall
35 include a statement listing it as the cause for nonrenewal.⁴

1 RESIGNATION

2 A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the
3 effective date of the resignation.⁵ The Board may waive the thirty (30) days-notice requirement and
4 permit a teacher to resign in good standing.

5 The conditions under which it is permissible to break a contract with the Board are as follows:⁶

- 6 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
7 statement of a physician approved by the Board;
- 8 2. The drafting of a teacher into military service by a selective service board; and
- 9 3. The release by the Board of the teacher from the contract which the teacher has entered into with
10 the Board.

11 Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the
12 date of return if the teacher does not intend to return to the position from which he/she has taken leave.
13 Failure to render such notice may be considered a breach of contract.⁷

14 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
15 the State Board of Education and request the suspension of a teacher's certificate. After the State Board
16 of Education has provided the teacher an opportunity for defense during a hearing, the State Board of
17 Education may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-
18 five (365) days.⁸

19 RETIREMENT

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

22 Employees eligible for retirement benefits may elect to retire at any age according to the provisions of
23 the retirement system. Central office personnel shall assist employees in securing retirement benefits;
24 however, it shall be the responsibility of the retiring employee to provide verification of eligibility in
25 writing from the Tennessee Consolidated Retirement System (TCRS) to the central office. It shall be the
26 responsibility of the retiring employee to file for benefits.

27 ~~Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year~~
28 ~~without loss of retirement benefits. Retired teachers may substitute teach for additional days if the~~
29 ~~Director of Schools certifies in writing to the Division of Retirement that no other qualified personnel~~
30 ~~are available to substitute teach.⁸~~

31 ~~The Director of Schools may employ teachers retired for at least one (1) year for full-time employment~~
32 ~~as a kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will~~
33 ~~not be lost or suspended under certain conditions, which include but are not limited to the following:⁹~~

- 34 1. ~~The Director of Schools of the employing system must certify in writing that no other qualified~~
35 ~~individuals are available to fill the position;~~

- ~~2. The Commissioner of Education must certify that the employing school system serves an area that lacks qualified teachers to serve in the position to be filled;~~
- ~~3. The retired teacher must hold a valid license and shall not be entitled to tenure status;~~
- ~~4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or receive medical insurance coverage; and~~
- ~~5. The salary paid to the retired member shall not be less than the rate of compensation set by the board for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the rate of compensation set by board for teachers with comparable training and years of experience filling similar positions.~~

(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this policy.)

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE); TCA 49-5-512
3. TCA 49-5-409
4. Public Acts of 2022, Chapter No. 678
5. TCA 49-5-508
6. TCA 49-5-411(a)
7. TCA 49-5-706
8. TCA 49-5-411(b)
9. TCA 8-36-805

Cross References

- Public Hearings 1.401
- Teacher Tenure 5.117
- Employment of Retirees 5.119
- Recommendations and File Transfers 5.203

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Substitute Teachers	Descriptor Code: 5.701	Issued Date: 06/07/18
		Rescinds: 5.701	Issued: 02/09/17

1 Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies.^{1,2}
2 Substitute teachers may be employed and paid directly by the Board of Education or by a third party
3 public or private employer through an agreement between such third party employer and the Board of
4 Education.

5 Substitute teachers employed by third party entities shall be subject to the same unemployment benefit
6 eligibility conditions as substitute teachers employed directly by the Board of Education.²

7 APPLICATION/QUALIFICATIONS

8 Criminal history record checks and fingerprinting of applicants for substitute teaching are required.³

9 Applicants with revoked licenses or certificates according to the Department of Education shall not be
10 hired.⁴

11 Qualifications for substitute teachers shall be determined by the Director of Schools in compliance with
12 state laws and regulations.

13 A list of substitute teacher(s) will be prepared by the contracted substitute provider who will maintain
14 file(s) which may include transcripts, credentials, recommendations, and other pertinent information.

15 COMPENSATION

16 If employed directly by the Board of Education, the compensation of substitute teachers shall be
17 determined annually by the Board.

18 Retired teachers serving as substitutes who do not have an active teaching license shall be paid the same
19 as a retired substitute teacher with an active teaching license. This only applies to teachers who retired
20 after July 1, 2011 through July 1, 2016.⁵

21 CERTIFICATION

22 When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a
23 substitute teacher must possess a teaching certificate with endorsement in the discipline(s) to be taught
24 or shall be a retired teacher that held the appropriate endorsement.⁶

25 When substituting for a teacher without sick leave, the substitute shall be certified and paid according to
26 the state salary schedule.¹

1 ~~Retired teachers may substitute one hundred twenty (120) days per year without loss of retirement ben-~~
2 ~~efits¹ and may substitute for additional days if the Director of Schools certifies in writing to the State~~
3 ~~Board of Education that no other qualified personnel are available to substitute teach.⁷~~

4 **EMERGENCY NEEDS**

5 All teacher aides, secretaries, and clerks are approved substitute teachers for use in emergency situations.
6 Emergency use shall be defined as less than a full day due to the regular or substitute teacher being
7 unable to arrive on time or remain for the full day.

8 Said substitutes shall receive the proportionate equivalent salary regular substitute teachers would
9 receive under similar circumstances or their regular salary, if higher; however, they shall not receive pay
10 for both positions at the same time.

11 **TRAINING AND ORIENTATION**

12 The Director of Schools shall be responsible for ensuring that there are appropriate training and
13 development programs for substitute teachers.

14 **RESPONSIBILITIES**

15 Substitute teachers shall assume the same responsibilities as the regular teacher, including, but not
16 limited to, bus duty and playground supervision.

17 **RE-EMPLOYMENT/TERMINATION**

18 On an annual basis, the Director of Schools, with input from the principals, shall determine which
19 substitute teachers performed at an acceptable level. Substitute teachers who performed below an
20 acceptable level shall not be re-employed.

21 All substitutes shall be responsible for providing correct addresses and phone numbers and for notifying
22 the principal and/or third-party employer if they wish to terminate their service as substitutes.

Legal References

1. TRR/MS 0520-1-2-.04(6)
2. TCA 49-5-709
3. TCA 49-5-413(a)(2)
4. TCA 49-2-203(a)(15)
5. Public Acts of 2017, Chapter No. 387
6. TCA 49-3-312; TRR/MS 0520-01-02-.04(6)(b)
7. TCA 8-36-805

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Attendance	Descriptor Code: 6.200	Issued Date: 07/22/21
		Rescinds: 6.200	Issued: 01/05/21

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

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

6 1. All accounting and reporting procedures and their dissemination;

7 2. Alternative program options for students who severely fail to meet minimum attendance
8 requirements;

9 3. Ensuring that all school age children attend school;

10 4. Providing documentation of enrollment status upon request for students applying for new or
11 reinstatement of driver's permit or license; and

12

13 5. Notifying the Department of Safety whenever a student with a driver's permit or license
14 withdraws from school.²

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

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

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

25 Excused absences shall include:⁴

26 1. Personal illness/injury

1 a. A note from the student's parent/guardian or legal custodian will be required upon the
2 student's returning to school. The note should include the reason(s) for and the date(s)
3 of the absence. ~~Upon returning to school, a student has five (5) school days in which~~
4 ~~to submit a note. After that time period has elapsed, the absence(s) will become~~
5 ~~permanently unexcused.~~

6 b. The school may accept a written note from a parent/guardian or legal custodian for
7 up to a total of eight (8) accumulated days during the school year **for any absence**.
8 However, if a student is absent more than a total of eight (8) accumulated days, a
9 doctor's note specifying inclusive dates for illness must be submitted in order for any
10 subsequent absences due to illness to be excused.

11
12 2. Illness of immediate family member

13 a. A doctor's statement may be required after three (3) days. Immediate family member
14 is defined as a student's parent/guardian or sibling.

15
16 3. Death in the family

17 a. One day shall be excused for death of family members. Additional days will be
18 excused at the discretion of the principal.

19 b. If the death is not of a family member, the principal may approve as an unexcused
20 absence with appropriate documentation.

21 4. Extreme weather conditions

22 5. Religious observances⁵

23 6. Military Service of Parent/Guardian⁶

24 a. School principals shall provide students with a one-day excused absence prior to the
25 deployment of and a one-day excused absence upon the return of a parent/guardian
26 or immediate family member serving active military service.

27
28 b. Principals shall also allow up to ten (10) excused cumulative absences per year for
29 students to visit a parent/guardian during a deployment cycle. The student shall
30 provide documentation to the school as proof of his/her parent's/guardian's
31 deployment. Students shall be permitted to make up schoolwork missed during these
32 absences.⁶

33 7. Pregnancy

34 8. School-endorsed activities

35 9. Summons, subpoena, or court order

36 a. Written verification of the appearance and the time involved must be submitted
37 upon the student's return to school. These excuses may be obtained through the
38 Court Clerk's office.

1 10. Non-School-Sponsored Extracurricular Activity

- 2 a. Documentation of the student's participation in the non-school-sponsored
3 extracurricular activity must be submitted;
- 4 b. The student's parent/guardian submits to the principal a written request for the
5 excused absence no later than seven (7) business days prior to the student's absence.
- 6 c. The principal, in writing, approves the student's excused absence.
- 7 d. The principal may limit the number and duration of non-school-sponsored
8 extracurricular activities for which excused absences may be granted to a student
9 during the school year.
- 10 e. The principal shall excuse no more than ten (10) absences each school year for
11 students participating in non-school-sponsored extracurricular activities.

12

13 11. Circumstances which in the judgment of the principal create emergencies over which the
14 student has no control.

15 The principal shall be responsible for ensuring that:⁷

- 16 1. Attendance is checked and reported daily for each class;
- 17
- 18 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent
19 for the majority of the day;
- 20 3. All student absences are verified;
- 21 4. Written excuses are submitted for absences and tardiness; and
- 22 5. System-wide procedures for accounting and reporting are followed.

23 **TRUANCY**

24 *General*

25 Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that
26 attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled
27 school day in order to be counted present. Students receiving special education services may attend part-
28 time days, alternating days, or for a specific amount of time as indicated in their Individualized Education
29 Plan or 504 Plan and shall be considered present for school attendance purposes. If a student is required
30 to participate in a remedial instruction program outside of the regular school day where there is no cost
31 to the parent(s) and the school system provides transportation, unexcused absences from these programs
32 shall be reported in the same manner.⁸

33 Students who are absent five (5) days without adequate excuse shall be reported to the Director of
34 Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's
35 absence. If a parent/guardian does not provide documentation within adequate time excusing those
36 absences or request an attendance hearing, then the Director of Schools shall implement tier two of the
37 progressive truancy plan described below prior to referral to juvenile court.

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

3 *Progressive Truancy Intervention Plan*⁹

4 **Tier I**

5 Tier I of the progressive truancy plan shall apply to all students within the district and include schoolwide
6 prevention-oriented supports to assist with satisfactory attendance. These supports shall include, but are
7 not limited to, sharing of expectations online and in student handbooks, communicating tardies and
8 absences to families daily, providing transportation, and sharing community resources such as before
9 and after-school care options.

10 **Tier II**

11 Tier II of the progressive truancy plan shall be implemented after the student accumulates five (5)
12 unexcused absences, but before referral to juvenile court, and includes the following:

- 13 1. A conference with the student and the student's parent(s)/guardian(s);
14
15 2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s),
16 and the Attendance Supervisor/designee. The contract shall include:
17
18 a. A specific description of the school's attendance expectations for the student;
19 b. The period for which the contract is effective; and
20 c. Penalties for additional absences and alleged school offenses, including additional
21 disciplinary action and potential referral to juvenile court.
22
23 3. Regularly scheduled follow-up meetings to discuss the student's progress; and
24
25 4. A school employee shall conduct an individualized assessment detailing the reasons a student
26 has been absent from school. The employee may refer the student to counseling, community-
27 based services, or other services to address the student's attendance problems.

28 **Tier III**

29 Tier III shall be implemented if the truancy interventions under Tier II are unsuccessful. Tier III may
30 consist of the following interventions, to be determined by the principal as needed: utilizing truancy
31 officers, peer mentors, social workers, or other appropriate staff to encourage consistent attendance, meet
32 with families to ascertain needs and hinderances to attendance, offering recommendations for
33 community resources such as before and after school care, and/or discuss transportation needs and assist
34 with problem-solving those needs. The interventions shall address students' needs in an age-appropriate
35 manner. Finalized plans shall be approved by the Director of Schools/designee.

36 **COLLEGE VISITS**¹⁰

37 Any high school student wishing to participate in a postsecondary school visit during the school year
38 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 schoolwork 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		
33	Full Year Classes	One Semester Class
34	8 absences-A average	4 absences-A average

1	6 absences-B average	3 absences-B average
2	4 absences-C average	2 absences-C average
3	2 absences-D average	1 absence-D average

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

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

8 **TARDIES K-12**

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

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

19 **STATE-MANDATED ASSESSMENT**

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

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

26 **CREDIT/PROMOTION DENIAL**

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

- 30 1. The student and the parent/guardian shall be advised if student is in danger of credit/promotion
31 denial due to excessive absenteeism.
- 32
- 33 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.

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: Attendance of Non-Resident Students	Descriptor Code: 6.204	Issued Date: 05/04/21
		Rescinds: 6.204	Issued: 08/15/13

1 Students residing outside the school system boundaries shall not be permitted to attend Rutherford
2 County Schools with the following exceptions:¹

- 3 1. Children of **district employees** ~~teachers~~ employed by the Board of Education shall be
4 permitted to attend, subject to specific conditions;
- 5 2. Students seeking enrollment in the Rutherford County Virtual School;
- 6 3. If the student and his/her custodial parent/legal guardian move out of the county during the
7 school year, the student may be permitted to remain in the Rutherford County School where
8 s/he is enrolled through the remainder of that academic year, if recommended by the principal
9 and approved by the Director of Schools;
- 10 4. If a student and his/her custodial parent are moving into Rutherford County during a semester
11 and they request to enroll in a Rutherford County School prior to moving into Rutherford
12 County, the Director of Schools/designee may approve such early admission if proof is
13 submitted (lease, contract, deed, etc.) that the family will be residing in Rutherford County
14 during the semester. If the family has not moved into Rutherford County by the end of the
15 semester, the Director of Schools may terminate the agreement and the student shall enroll
16 in school in his/her county of residence.

17 The children of employees of the Board of Education, that reside outside of Rutherford County, may
18 attend Rutherford County schools, subject to the following conditions:¹

- 19 1. Employee requests will be considered based on available space at the requested school/zone.
20 The child must attend the school at which the parent is employed.
- 21 2. The child must attend the school at which the parent is employed. If the child's grade level is
22 not offered at the school at which the parent is employed, then the child may attend another
23 school within the same zone as the parent's school of employment.
- 24 3. A non-resident employee desiring to enroll his/her child(ren) in the Rutherford County School
25 system shall follow the zone exemption application process.
- 26 4. Non-resident children of employees at magnet schools will not be permitted to attend the magnet
27 school.
- 28 5. If an exemption is granted for the child or children of a classified employee, the employee
29 must reapply annually so their continued employment at the school/zone can be confirmed.

- 1
2
6. The child(ren) of out-of-county classified employees will be ineligible to participate in athletic programs for one school year after the initial zone exemption is granted.

Legal References:

1. TCA 49-6-3113; TCA 49-6-3103;
TCA 49-6-3003; TCA 49-6-403 (f);
Public Acts of 2022, Chapter No. 709

Cross Reference:

Foreign Exchange Students 6.502

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Use of Personal Communication Devices and Electronic Devices	Descriptor Code: 6.312	Issued Date: 05/04/21
		Rescinds: 6.312	Issued: 06/05/14

1 DEFINITIONS

2 A “personal communication device” (PCD) is a device that emits an audible signal, vibrates, displays a
3 message, or otherwise summons or delivers a communication to the possessor.

4 A “personal electronic device” is a device that can be used as a camera, a recorder, a video/sound player,
5 or any such item that electronically transmits or receives a signal, image, sound file, data file or message.

6 PCDs and personal electronic devices include, but are not limited to, cell phones, tablets, gaming devices,
7 laptops, mp3 players, cameras, wearable technology such as eyeglasses, rings or watches that can record,
8 live stream or interact with wireless technology on school property.

9 “Use” means interacting, displaying, engaging with, holding, or operating a PCD and/or personal
10 electronic device. Use shall include the device ringing, vibrating, beeping, or causing any type of
11 disruption. Use shall also include passively recording, filming, streaming, broadcasting, or AirDropping,
12 or Quick Sharing.

13 GENERAL

14 ~~Students may possess PCDs and personal electronic devices so long as such devices are turned off and~~
15 ~~stored in backpacks, purses or personal carry alls. Use of the devices during instructional time is~~
16 ~~generally forbidden unless the principal and/or the principal’s designee grants permission. Acceptable~~
17 ~~grounds to grant permission include, but are not limited to:~~

- 18 (1) ~~Incorporation of PCDs and personal electronic devices into an academic lesson;~~
19 (2) ~~Emergency communication needs;~~
20 (3) ~~Accommodation for a student with a disability;~~
21 (4) ~~Accommodating a student who is on active duty as a member of a volunteer firefighting~~
22 ~~organization or volunteer emergency medical service organization, with written~~
23 ~~parent/guardian permission.~~

24 ~~Students may use devices while attending afterschool activities as appropriate.~~

25 ~~Students must adhere to the Rutherford County Board of Education’s Acceptable Use Policy when using~~
26 ~~PCDs and personal electronic devices as permitted in this policy.~~

27 PERSONAL COMMUNICATION DEVICES AND/OR ELECTRONIC DEVICES

28 Use by Students in Grades PreK-5

1 Students may possess PCDs while on school property. However, the PCD must be in silent mode and
2 must be kept in a backpack, purse, or similar personal carry-all and may not be used unless the principal
3 or the principal's designee grants a student permission to do so. The principal or the principal's designee
4 may specifically grant permission for a student to use a PCD during class time for a specific academic
5 purpose or at other times for other purposes that the principal deems appropriate.

6 **Use by Students in Grades 6-8**

7 Students may possess PCDs while on school property. The devices may be used during after-school
8 activities. At other times the PCD must be in silent mode and must be kept in a backpack, purse or
9 similar personal carry-all and may not be used unless the principal or the principal's designee grants a
10 student permission to do so. The principal or the principal's designee may grant a student permission to
11 use a PCD during class time for a specific academic purpose or at other times for other purposes that the
12 principal deems appropriate.

13 **Use by Students in Grades 9-12**

14 Students may possess PCDs while on school property. The devices may be used before and after school,
15 during lunch periods and during class transition times. At all other times the PCD must in silent mode.
16 The principal or the principal's designee may grant a student permission to use a PCD during class time
17 for a specific academic purpose or at other times for other purposes that the principal deems appropriate.

18 **MISUSE**

19 ~~Possession of PCDs and/or personal electronic devices under the circumstances set forth in this policy~~
20 ~~is a privilege which may be forfeited by a student who fails to abide by the terms of this policy.~~

21 ~~A person who discovers a student using PCDs and/or personal electronic devices in violation of this~~
22 ~~policy shall report the violation to the principal. Any student who possesses a personal communication~~
23 ~~device in violation of this policy is subject to disciplinary action as determined by the principal and/or~~
24 ~~the principal's designee subject to the limitations of this policy. Continued violation of this policy may~~
25 ~~result in loss of the privilege to bring PCDs and/or personal electronic devices on school grounds.~~
26 ~~Additionally, students may lose PCD and/or personal electronic device privileges for any policy violation~~
27 ~~that is related to or is the result of the use of a PCD and/or personal electronic device whether or not the~~
28 ~~PCD and/or personal electronic device was used within the parameters of this policy.~~

29 ~~Schools shall include clear expectations and consequences for violations consistent with this policy in~~
30 ~~the school's student handbook/rules.~~

31 **CONFISCATION**

32 ~~PCDs and/or personal electronic devices may be confiscated only as a last resort. School staff should~~
33 ~~make every attempt to gain compliance from the student utilizing other means of correction in lieu of~~
34 ~~confiscation.~~

35 ~~If a student has repeatedly violated policy despite other forms of discipline and has brought a device~~
36 ~~despite a revocation of that privilege, or if the student creates an emergency or especially serious~~
37 ~~disruption with the device, the device may be confiscated by a principal or an assistant principal. The~~

1 device should be logged immediately upon confiscation and locked in a secure place in the principal or
2 assistant principal's office. The parent/guardian should be notified as soon as possible to allow the
3 parent/guardian to retrieve the device at the end of the same school day. If a parent/guardian is unable to
4 retrieve the device that same day, the device may be held until the parent/guardian is able to make
5 arrangements to pick up the device. Under no circumstances should a PCD or personal electronic device
6 be held longer than a school day absent a parent/guardian's inability to retrieve it the day it was
7 confiscated. School staff will not be responsible for making arrangements with families outside of school
8 days and hours for pick-up.

9 PCD and/or personal electronic device may also be temporarily confiscated for search if the school has
10 adequate and legal grounds to do so. If no evidence of illegal or inappropriate activity is found, the device
11 should be immediately returned. If evidence of illegal or inappropriate activity is found, the device may
12 be turned over to law enforcement, if appropriate, or picked up by a parent/guardian at the end of that
13 same school day.

14 The Rutherford County Board of Education, its schools, nor its employees assume no responsibility or
15 liability for the loss or damage to any student's personal communication device, or for the unauthorized
16 use of a student's personal communication device.

17 **VIOLATION OF PERSONAL COMMUNICATION DEVICES AND/OR ELECTRONIC** 18 **DEVICES**

19 Students must adhere to the Rutherford County Board of Education's Acceptable Use Policy when using
20 PCDs and personal electronic devices as permitted in this policy. Possession of PCDs and/or personal
21 electronic devices under the circumstances set forth in this policy is a privilege which may be forfeited
22 by a student who fails to abide by the terms of this policy.

23 A PCD used outside these parameters may result in confiscation of the PCD until it can be released
24 directly to the student's parent or guardian. A student who possesses a PCD, in violation of this policy,
25 is subject to related disciplinary action. Continued violation of this policy may result in loss of PCD
26 privileges. Additionally, students may lose PCD privileges for any policy violation that is related to or
27 is the result of the use of a PCD whether or not the PCD was used within the parameters of this policy.

28 PCD and/or personal electronic device may also be temporarily confiscated for search if the school has
29 adequate and legal grounds to do so. If no evidence of illegal or inappropriate activity is found, the device
30 should be immediately returned. If evidence of illegal or inappropriate activity is found, the device may
31 be turned over to law enforcement, if appropriate, or picked up by a parent/guardian at the end of that
32 same school day.

33 The Rutherford County Board of Education, its schools, nor its employees assume no responsibility or
34 liability for the loss or damage to any student's personal communication device, or for the unauthorized
35 use of a student's personal communication device.

36 **INAPPROPRIATE USE OF PCD AND/OR ELECTRONIC DEVICES**

37 In addition to the parameters established above, use of a PCD or other electronic device to bully, harass
38 or intimidate others will be subject to related disciplinary action. Using a PCD or other electronic device
39 for any illicit activity including but not limited to take, disseminate, transfer, or share obscene,

1 pornographic, lewd, or otherwise illegal images, photographs, or similar material whether by electronic
2 data transfer or otherwise may constitute a crime under State and/or Federal law. Any student taking,
3 disseminating, transferring, possessing or sharing obscene, pornographic, lewd, illegal, or otherwise
4 inappropriate images or photographs of other students or any other individual, particularly underage, at
5 school, on a school bus or while attending any school event or activity will be subject to the disciplinary
6 procedures of the school district and reported to law enforcement and other appropriate State or Federal
7 agencies.

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Admission of Suspended or Expelled Students	Descriptor Code: 6.318	Issued Date: 01/15/09
		Rescinds: 5-21	Issued: 11/29/12

1 The Board may deny admission of any student (except those in state custody) who has been expelled
 2 or suspended from another school system in Tennessee or another state even though the student has
 3 established residency in the system in which s/he seeks enrollment.

4 After a request for enrollment is made, the director of schools shall investigate the facts surrounding
 5 the suspension/expulsion from the former school system and make a recommendation to the Board to
 6 approve or deny the request.

7 The Board shall not deny enrollment beyond the length of the imposed suspension/expulsion.

8 ~~If the action of the Board is to deny admission, the director of schools shall, on behalf of the Board of~~
 9 ~~Education, notify the Commissioner of Education of the decision.~~

10 Any school system that accepts enrollment of a student from another school system may dismiss the
 11 student if it is determined subsequent to the enrollment that the student has been suspended or expelled
 12 from the former school system.¹

Legal Reference:

- 1. TCA 49-6-3401(f); Public Acts of 2022, Chapter No. 868;
20 U.S.C. A § 1232G(b)(4)(h)

Cross References:

- School Admissions 6.203
- Student Records 6.600-604

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Reporting Child Abuse	Descriptor Code: 6.409	Issued Date: 07/28/20
		Rescinds: 6.409	Issued: 06/05/19

1 *General*

2 The Director of Schools shall:¹

- 3 1. Designate one employee as the Child Abuse Coordinator (the Coordinator) and an additional
4 employee to serve as the Alternate Child Abuse Coordinator (the Alternate) for each school;
5
- 6 2. Require that the Coordinator and the Alternate receive appropriate training;
7
- 8 3. Supply the Coordinator with all necessary resources;
9
- 10 4. Ensure that ~~all school personnel~~ **all employees** annually complete the child abuse training
11 program required by state law.²

12 The Coordinator shall assist any employee with appropriately reporting and responding to instances of
13 child abuse or child sexual abuse.

14 **REPORTING**

15 All personnel shall be alert for any evidence of child abuse, sexual abuse, or neglect.³ If personnel
16 know or have reasonable cause to suspect child abuse, sexual abuse, or neglect, a report shall be filed
17 immediately with the Coordinator, the Department of Children's Services (DCS), and law
18 enforcement.⁴ **When alleged abuse involves someone employed by, previously employed by, or**
19 **otherwise affiliated with the school, the report may be made directly to the DCS and law enforcement**
20 **prior to notifying the Coordinator.**⁵

21 The report shall include, to the extent known by the reporter:⁶

- 22 1. The name, address, telephone number, and age of the child;
23
- 24 2. The name, telephone number, and address of the parents or persons having custody of the child;
25
- 26 3. The nature and extent of the abuse or neglect; and
27
- 28 4. Any evidence to the cause or any other information that may relate to the cause or extent of the
29 abuse or neglect.

30 The Director of Schools/designee shall develop reporting procedures, including sample indicators of
31 abuse and neglect, and shall disseminate the procedures to all school personnel.

1 **CONFIDENTIALITY**

2 District employees shall keep all information regarding any child abuse confidential in accordance
3 with state law.

4 **INVESTIGATIONS**

5 School administrators and employees have a duty to cooperate, provide assistance, and information in
6 child abuse investigations⁶ including permitting DCS teams to conduct interviews while the child is at
7 school. The principal may control the time, place, and circumstances of the interview but may not
8 insist that a school employee be present even if the suspected abuser is a school employee or another
9 student. The principal is not in violation of any laws by failing to inform parent(s)/guardian(s) that the
10 child is to be interviewed even if the suspected abuser is not a member of the child's household.⁷

Legal References

1. TCA 49-6-1601
2. TCA 37-1-408; Public Acts of 2022, Chapter No. 841
3. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605(a)(4)
4. TCA 37-1-403(a)(2); TCA 49-6-1601
5. Public Acts of 2022, Chapter No. 781
6. TCA 37-1-403(b)
7. TCA 37-1-611(b)
8. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

Cross References

Recommendations and File Transfers 5.203
Staff-Student Relations 5.610
Interrogations and Searches 6.303
Student Discrimination, Harassment, Bullying, Cyber-
bullying, and Intimidation 6.304
Title IX & Sexual Harassment 6.3041

Rutherford County Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Foreign Exchange Students	Descriptor Code: 6.502	Issued Date: 01/15/09
		Rescinds: 5-38	Issued:

1 Any foreign student is eligible for acceptance into the foreign exchange student program, provided
2 he/she is participating through any agency endorsed by the Council on Standards for International
3 Educational Travel and is sponsored by an individual or organization and has a J-1 visa.¹ ~~Before approval~~
4 ~~by the Board, the exchange program representative must make written application on behalf of the~~
5 ~~student in the ESL Office serving the host family. No foreign exchange student shall be brought into the~~
6 ~~United States by the sponsor unless he/she has been accepted by the director of schools and a written~~
7 ~~statement of acceptance issued by the ESL Coordinator.~~

8 **The exchange program representative must make written application on behalf of the student to the**
9 **principal of the zoned school serving the host family. No foreign exchange student shall be brought into**
10 **the United States by the sponsor unless he/she has a school acceptance form signed by the principal or**
11 **school designee and the Director of Schools.**

12 The school may accept the student after determining the following:

- 13 1. The student will have a sufficient command of the English language to enable them to
14 participate in the general curriculum;
- 15 2. Appropriate curriculum offerings can be provided for the student;
- 16 3. An overcrowded situation will not be further aggravated; and
- 17 4. Application must be made by July 15 of the applicable school year.

18 Prior to enrolling a foreign student, the principal or designee shall require, in addition to a valid student
19 visa, the following documentation **be included in the exchange company student packet:**

- 20 1. Citizenship;
- 21 2. Birthdate;
- 22 3. Health/immigration records;
- 23 4. Custody (including phone number, name and address of person responsible for the student);
- 24 5. School records, including a transcript of academics (in English);
- 25 6. The scores of an English Language Proficiency Test; ~~and~~
- 26 7. ~~Statement of financial support from sponsoring party.~~

1 Admission requirements and all other considerations and expectations shall be the same for foreign
2 students as for United States students. Students will be accepted only in grades 9-12. ~~No more than four~~
3 ~~foreign students shall be placed in one school.~~

4 Students must have had acceptable academic achievement in their native countries and must have been
5 screened for maturity and ability to get the maximum benefit from an exchange program. Exchange
6 students must have an adequate command of the English language and be able to function without special
7 assistance in regular classes. The principal ~~ESL Coordinator~~ shall be responsible for assignment to the
8 appropriate grade level.

9 ~~Upon presentation of a valid student visa, the student will be issued a clearance statement from the ESL~~
10 ~~Coordinator and may register at the school site.~~

11 Each school shall name a faculty member as a student representative to serve as a liaison between the
12 school and exchange program agency and as an advisor to exchange students.

13 ~~The sponsoring individual/organization shall provide evidence to the school that the student will receive~~
14 ~~adequate financial support for the duration of his/her stay.~~ Exchange students shall not be eligible for
15 free or reduced-price lunches, nor shall schools hold fund-raising events to pay expenses incurred by
16 exchange students. Further, exchange student are not eligible for graduation.

Legal Reference:

Cross Reference:

1. 22 CFR §514.2

School Admissions 6.203

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Students in Foster Care	Descriptor Code: 6.505	Issued Date: 02/09/17
		Rescinds:	Issued:

1 The Rutherford County School System shall provide all students in foster care, to include those
2 awaiting foster care placement, with a free and appropriate public education.

3 **ENROLLMENT**

4 Students in foster care, to include those awaiting foster care placement, shall be immediately enrolled,
5 even if the student is unable to produce records normally required for enrollment (i.e. academic records,
6 immunization records, health records, proof of residency), or missed the district's application or
7 enrollment deadlines.¹

8 **PLACEMENT**

9 The district and the child welfare agency shall determine whether placement in a particular school is in
10 a student's best interest. Other parties, including the student, foster parents, and biological parents (if
11 appropriate), shall be consulted. If the child has an IEP or a Section 504 plan, then the relevant school
12 staff members shall participate in the best interest decision process. This determination shall be made as
13 quickly as possible to prevent educational disruption.

14 Placement shall be determined based on the student's best interest. At all times, a strong presumption
15 that keeping the student in the school of origin is in the student's best interest shall be maintained.² For
16 the purposes of this policy, school of origin shall mean the school in which the student was enrolled,
17 including a preschool/pre-k program, at the time of placement in foster care or at the time of a placement
18 change if the student is already placed in foster care.³

19 When determining placement, student-centered factors including, but not limited to, the following shall
20 be considered:

- 21 1. Preferences of the student;
- 22 2. Preferences of the student's parent(s) or education decision maker(s);
- 23 3. The student's attachment to the school, including meaningful relationships with staff and peers;
- 24 4. Placement of the student's siblings;
- 25 5. Influence of the school climate on the student, including safety;
- 26 6. The availability and quality of the services in the school to meet the student's educational needs;
- 27 7. History of school transfers and how they have impacted the student;
- 28 8. How the length of the commute would impact the student;
- 29 9. Whether the student is receiving special education and related services, and if so, the availability
30 of those required services in a school other than the school of origin; and

1 10. Whether the student is an EL and is receiving language services, and, if so, the availability of
2 those required services in a school other than the school of origin.

3 Transportation costs should not be considered when determining a student's best interest.

4 If it is not in the student's best interest to attend the school of origin, the director or his/her designee shall
5 provide a written explanation of the reasons for the determination. The written explanation shall include
6 a statement regarding the right to appeal the placement decision. If the placement decision is appealed,
7 the district shall refer the student to the district coordinator for children in foster care, who shall carry
8 out the dispute resolution process as expeditiously as possible and in accordance with the law.² Until the
9 dispute is resolved, to the extent feasible, the student shall remain in his/her school of origin.²

10 **TRANSPORTATION^{3,4}**

11 The district shall collaborate with the local child welfare agency to develop and implement clear and
12 written procedures governing how transportation to a student's school or origin shall be provided,
13 arranged, and funded. This transportation will be provided for the duration of the student's time in
14 foster care.

15 The director of schools shall develop administrative procedures to provide for transportation of
16 students in foster care.⁵ These procedures must ensure that:

- 17 1. Students in foster care needing transportation to their schools of origin will promptly receive
18 that transportation in a cost-effective manner and in accordance with federal law; and
19 2. If there are additional costs incurred in providing transportation to the school of origin, the
20 district will provide such transportation if:
21 a. the local child welfare agency agrees to reimburse the district for the cost of such
22 transportation;
23 b. the district agrees to pay for the cost; or
24 c. the district and local child welfare agency agree to share the cost.⁴

25 The district will ensure that a student in foster care, to include a student awaiting foster care placement,
26 remains in his/her school of origin while any disputes regarding transportation costs are being
27 resolved.

28 The district will designate a foster care liaison to facilitate compliance with state and federal laws on
29 students in foster care.⁶

Legal References

1. Elementary and Secondary Education Act (ESEA), as amended by ESSA (Pub. L. 114-95) § 1111(g)(1)(E)(ii)-(iii)
2. Elementary and Secondary Education Act (ESEA), as amended by ESSA (Pub. L. 114-95), § 1111 (g)(1)(E)(i)-(iv)
3. Elementary and Secondary Education Act (ESEA), as amended by ESSA (Pub. L. 114-95), § 1111 (g)(1)(E)
4. Elementary and Secondary Education Act (ESEA), as amended by ESSA (Pub. L. 114-95), § 1112 (c)(5); § 475(4)(A) of the Social Security Act, 42 U.S.C. § 675(4)(A)
5. Elementary and Secondary Education Act (ESEA), as amended by ESSA (Pub. L. 114-95), § 1112 (c)(5)(B)(i)
6. Public Acts of 2022, Chapter No. 951

Cross References

Attendance 6.200
School Admissions 6.203

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Employment of Retirees	Descriptor Code: 5.119	Issued Date:
		Rescinds:	Issued:

1 *General*

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

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

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

9 **EMPLOYMENT CONTRACTS FOR ONE YEAR**

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

- 13 1. The Director of Schools of the employing district shall certify in writing that no other qualified
14 individuals are available to fill the position;
- 15 2. The Commissioner of Education shall certify that the employing school district serves an area
16 that lacks qualified teachers to serve in the position to be filled;
- 17 3. The retired teacher shall hold a valid license and shall not be entitled to tenure status;
- 18 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or
19 receive medical insurance coverage; and
- 20 5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the
21 Board for teachers with no experience filling similar positions or more than eighty-five percent
22 (85%) of the rate of compensation set by the Board for teachers with comparable training and
23 years of experience filling similar positions.
- 24
- 25
- 26
- 27

1 **ADDITIONAL EMPLOYMENT OPTION FOR RETIREES³**

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

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

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

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

Legal References

- 1. TCA 8-36-805
- 2. TCA 8-36-821
- 3. Public Acts of 2022, Chapter No. 821

Cross References

- Application and Employment 5.106
- Substitute Teachers 5.701

**RUTHERFORD COUNTY BOARD OF EDUCATION
JOB DESCRIPTION**

Job Title:	Transportation Director
Terms of Employment:	Twelve-months
Immediate Supervisor:	Assistant Superintendent of Engineering and Construction

JOB GOAL:

To enable each student, through safe and efficient transportation, to take full advantage of the complete range of curriculum opportunities offered by the Rutherford County School System.

ESSENTIAL DUTIES:

- Develop and administer a transportation program to meet all the requirements of the daily instructional program. As directed by the Director of Schools or his/her designee.
- Prepare bus routes for all schools in the district.
- Prepare and update bus schedules for all schools in the district.
- Train and supervise all transportation personnel, and make recommendations on their employment, transfer, promotion, and termination.
- Prepare and administer the transportation budget with the Assigned Assistant Superintendent.
- Prepare transportation payroll.
- Maintain safety standards in conformance with county, state, national, and insurance regulations.
- Develop a program of training and in-service to promote student and driver safety.
- Cooperate with school principals and others responsible for planning special school trips. If requested by the Principal.
- Take an active role in solving discipline problems occurring on school bus.
- Develop recommendations for future equipment and needs based on a survey of residences of students, distances to school, and grade levels.
- Act as liaison with parents, or Principals, to resolve complaints and special requests.

- Conform to all state laws and regulations regarding school transportation.
 - Complete and dispatch accident and insurance reports.
 - Execute the Bus Contract.
 - Submit all reports required by local school district, state, and federal authorities.
 - Advise the Director of Schools, with other Central Office personal, on road conditions for decision on school closings during inclement weather.
 - Attend appropriate meetings relative to transportation.
 - Perform additional duties/task and assume additional responsibilities as needed or assigned by the Director of Schools or his/her designee.
 - Maintain records and oversee federally mandated alcohol & drug test program. Maintain the same for certified staff driving activity buses.
 - Maintain records for district owned buses as it relates to state required bus inspections.
 - Maintain records for all contractor owned buses used in the transportation of students as it relates to state required bus inspections.
 - Work with District personnel developing zoning plans for all schools.
 - Make annual recommendations for school starting times to the Director or his/her designee based upon safety, efficiency, minimization of traffic congestion around the school and principals request.
 - Complete a student transportation management training program developed by the departments of safety and education for the State of Tennessee annually.
 - Investigate any complaint of a safety violation or concern within 24 hours of receipt. Within 48 hours of receipt of a complaint a preliminary report is issued to the director of schools. Within 60 days of receipt a final report is to be issued to the director of schools.
-

QUALIFICATIONS:

- Bachelor of Science Degree or 15 years School Transportation Experience.
- Experience in computer operations and applications for routing.
- Prior experience in security features and or cameras for School Bus Transportation
- Ability to work well with public, employees, and school administration.

**RUTHERFORD COUNTY BOARD OF EDUCATION
JOB DESCRIPTION**

Job Title:	Transportation Director
Terms of Employment:	Twelve-months
Immediate Supervisor:	Assistant Superintendent of Engineering and Construction

JOB GOAL:

To enable each student, through safe and efficient transportation, to take full advantage of the complete range of curriculum opportunities offered by the Rutherford County School System.

ESSENTIAL DUTIES:

- Develop and administer a transportation program to meet all the requirements of the daily instructional program.
- Prepare bus routes for all schools in the district.
- Prepare and update bus schedules for all schools in the district.
- Train and supervise all transportation personnel, and make recommendations on their employment, transfer, promotion, and termination.
- Prepare and administer the transportation budget.
- Prepare transportation payroll.
- Maintain safety standards in conformance with county, state, national, and insurance regulations.
- Develop a program of training and in-service to promote student and driver safety.
- Cooperate with school principals and others responsible for planning special school trips.
- Take an active role in solving discipline problems occurring on school bus.
- Develop recommendations for future equipment and needs based on a survey of residences of students, distances to school, and grade levels.
- Act as liaison with parents to resolve complaints and special requests.
- Conform to all state laws and regulations regarding school transportation.
- Complete and dispatch accident and insurance reports.

- Execute the Bus Contract.
 - Submit all reports required by local school district, state, and federal authorities.
 - Advise the Director of Schools on road conditions for decision on school closings during inclement weather.
 - Attend appropriate meetings relative to transportation.
 - Perform additional duties/task and assume additional responsibilities as needed or assigned by the Director of Schools.
 - Maintain records and oversee federally mandated alcohol & drug test program.
 - Maintain records for district owned buses as it relates to state required bus inspections.
 - Maintain records for all contractor owned buses used in the transportation of students as it relates to state required bus inspections.
 - Work with District personnel developing zoning plans for all schools.
 - Make annual recommendations for school starting times to the Director based upon safety, efficiency, minimization of traffic congestion around the school and principals request.
 - Make quarterly reports to the Board utilizing transportation related information i.e. number of buses and student average daily transported numbers.
 - Complete a student transportation management training program developed by the departments of safety and education for the State of Tennessee annually.
 - Investigate any complaint of a safety violation or concern within 24 hours of receipt. Within 48 hours of receipt of a complaint a preliminary report is issued to the director of schools. Within 60 days of receipt a final report is to be issued to the director of schools.
-

QUALIFICATIONS:

- Bachelor of Science Degree minimum.
- Prior successful school administrative or leadership experience.
- Experience in computer operations and applications.
- Prior experience in computer preferred in transportation.
- Ability to work well with public, employees, and school administration.

Fund 141 - General Purpose School

Budget Amendment #1
Athletic trainers (TOA)

Function	Object	Description	2023 Budget	Decreases	Increases	Amended Budget
44990		Other Local Revenues	368,000		400,000	768,000
46511		Basic Education Program	267,047,000		147,190	267,194,190
Total Revenue & Operating Transfers			463,355,224		0	547,190
						463,902,414

Function	Object	Description	2023 Budget	Increases	Decreases	Amended Budget
72130	189	Other Student Support - Other Salaries & Wages	2,237,472		396,112	2,633,584
72130	201	Other Student Support - Social Security	626,105		24,559	650,664
72130	204	Other Student Support - Pensions	1,010,856		40,245	1,051,101
72130	206	Other Student Support - Life Insurance	4,039		30	4,069
72130	207	Other Student Support - Medical Insurance	1,533,906		80,000	1,613,906
72130	212	Other Student Support - Employer Medicare	146,427		5,744	152,171
72130	299	Other Student Support - Other Fringe Benefits	15,147		500	15,647
72130 Total			14,316,071		547,190	14,863,261
			491,473,674		547,190	0
						492,020,864

This budget amendment funds eight additional athletic trainers for RCS high and middle schools. Funding for these additional positions is derived from a recently approved three year agreement with Tennessee Orthopedic Alliance and additional State BEP funds allocated above the May 2022 BEP estimate that was used for the original revenue budget line for BEP for FY 22-23

Recommended Motion:

To approve the GPS Fund budget amendment of \$547,190 of both revenue and expenditures as presented in detail.

Dr. James Sullivan, Director of Schools

Date

Tiffany Johnson, Chairman of the Board

2022-2023 APPROVED FEES

ELEMENTARY SCHOOL STUDENT FEES

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

MIDDLE SCHOOL STUDENT FEES

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

HIGH SCHOOL STUDENT FEES

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