

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

**FEBRUARY 23, 2023
5:30 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: January 31, 2023 Policy Meeting Minutes
February 9, 2023 Board Meeting Minutes**

B. Community Use of Facilities

Fees

Smyrna High	Achieving Success Martial Arts, gym, tournament, 3/17/23 – 3/18/23, \$984
Blackman High	Prep Redzone, stadium/track , football tournament, 3/25/23 – 3/26/23, \$2300
Riverdale High	U.S. Eastern Wado-Ryu Federation, gym, martial arts tournament, 3/25/23, \$290
Christiana Middle	Warrior Wrestling Club, gym & cafeteria, training & wrestling, 2/27/23 – 5/5/23, \$684
Whitworth-Buchanan Middle	Newport Grammar School, gym, basketball practice, 2/9/23 *retro review
Oakland High	Sports Leisure and Entertainment RPG, indoor football facility 2/23/23 & 3/2/23, \$115 per hour

No Fees

Eagleville

Rockvale Pack 328, cafeteria, banquet, 3/14/23, no fees

Christiana Middle

Girl Scouts Service Unit 153, cafeteria, meeting, 4/30/23, no fees

***Note: Facility use prior to 9/15/22 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. All approvals are for no more than a 1-year period.**

- C. Routine Bids: RFP #23-01 – Live Captioning Services (Central Magnet)
 RFP #23-03 – Transformational Leader Administrator Toolkit
 Bid #3640 – Lawn Care Services
 Bid #3642 – Paint
 Bid #3643 – Tech. Parts and Multimedia Equip.
 Bid #3644 – Floor Machines
 Bid #3653 – Calculators
 Bid #3654 – SIM Trainers
 Bid #3655 – MA Lighting GrandMA3 on PC Command Console
 Bid #3656 – Classroom Furniture**

D. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Jack Bounds *1	NTE \$75.00	Blackman Middle	School Funds - Band	Work at Percussion Fest
Alexis Derryberry *1	NTE \$75.00	Blackman Middle	School Funds - Band	Work at Percussion Fest
Chris Lowry *1	NTE \$75.00	Blackman Middle	School Funds - Band	Work at Percussion Fest
Larry Smith *4	No Change	All Schools	School Funds - Track	Amend prior approval to include track meet timing at all schools
Keith Dudek *1	NTE \$100.00	Blackman Middle	School Funds - Band	Work at Percussion Fest
Ed Freytag *1	NTE \$150.00	Blackman Middle	School Funds - Band	Work at Percussion Fest
Andrew Arnold	NTE \$1,500.00	Central Magnet	School Funds - JV Baseball	JV Baseball Coach
Katie Harrah	\$25/lesson	Rocky Fork Middle	School Funds - Band	Private lessons
Daniel Minea	NTE \$1,000.00	Stewarts Creek High	School Funds - Tennis	Assistant Tennis Coach

**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.

E. Non-Faculty Volunteer Coaches:

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

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

<u>Name</u>	<u>School</u>	<u>Sport</u>
Katie Harrah	Rocky Fork Middle School	Band
Dan Eschenfelder	Blackman High School	Tennis
Katye Cherry	Blackman High School	Softball
Dennis Jungman	Whitworth-Buchanan	Baseball

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

6. VISITORS

7. SPOTLIGHT

Jenna Stitzel is presenting on Coordinated School Health.

8. RUTHERFORD PROUD

**Isaac Oglesby – Senior Riverdale High School
JoAnne Robichaud – Purchasing Agent Rutherford County Board of Education**

9. TRAVIS MANION FOUNDATION (TMF)

Presenting on Character Education Programs

10. SPRINGS PUBLIC SCHOOLS – EMPOWER ACADEMY UPDATE

11. HUMAN RESOURCES (TAB 2)

Elementary Cafeteria Monitors

The Cafeteria Monitor duties and responsibilities include assisting in maintaining safe mealtime standards by monitoring and assisting students, assigning seats, resolving problems, directing students into orderly lines and proper disposal of trays, and organizing classes for dismissal. These positions were previously funded from the Centralized Cafeteria Fund 143 and will continue to be funded in the same manner. These positions are only allocated to RCS Elementary Schools. Job description is included.

Recommended Approval---motion to approve the Elementary Cafeteria Monitor positions that will be under the direct supervision of the school principal and will assist elementary students and cafeteria staff with certain tasks during lunch periods. The funding for these positions will be from the Centralized Cafeteria Fund 143 and the hourly rate has been budgeted to reflect such through a previously approved budget amendment.

12. CURRICULUM AND INSTRUCTION (TAB 3)

Rutherford County Schools will have nine high schools using Murphy Center on the Middle Tennessee State University campus to conduct their graduation ceremonies for the upcoming Class of 2023. The nine high schools include: Rockvale, Smyrna, Blackman, LaVergne, Riverdale, Stewarts Creek, Oakland, Siegel, and Central Magnet. A proposed agreement between RCS and MTSU is attached*. Payment is due no later than 30 days after the billing date.

Recommended Approval---motion to approve graduation agreement with Middle Tennessee State University and Rutherford County Schools concerning the graduation ceremonies for the RCS graduating class of 2023 as presented.

13. LEGAL (TAB 4)

1. Out of County Transfer

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for possession of a handgun on school property, robbery, and reckless endangerment. According to Policy 6.318, the Board may deny admission of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

The Director of Schools' recommendation is to deny admission.

Recommended Approval---motion to approve or deny the admission of the out-of-county student as presented.

2. Policy Adoption - First Reading of Two Reading

The policies below are recommended on the first reading. These policies will be brought to the next scheduled board meeting for a second and final reading.

Policy Changes

a. Policy 1.106: Code of Ethics

Adds language requiring Board Members to publicly disclose any personal interest in real estate matters involving the Board.

- b. Policy 2.200: Annual Operating Budget**
Changes the date the proposed budget must be submitted to the County Commission.
 - c. Policy 3.204: Pandemic/Epidemic Emergency Cleaning**
Proposal to sunset the policy.
 - d. Policy 3.2041: Pandemic/Epidemic Face Covering/Mask Requirement**
Proposal to sunset the policy.
 - e. Policy 3.208: Facilities Planning**
Changes timeline to present annual assessment of facility needs to Board.
 - f. Policy 3.211: Energy Use and Conservation**
Updates language regarding energy use.
 - g. Policy 3.601: Student Insurance Program**
Proposal to sunset the policy.
 - h. Policy 4.603: Promotion and Retention**
Updates language for third grade retention to comply with state law.
 - i. Policy 4.604: Credit for Prior Courses**
Updates language to comply with state requirements.
 - j. Policy 4.605: Graduation Requirements**
Updates credits required to graduate early in compliance with state law.
 - k. Policy 5.109: Evaluation**
Adds language requiring the Director of Schools to establish procedures for a local level grievance process to align with state law.
 - l. Policy 6.300: Code of Conduct**
Removes THC from zero tolerance offenses in compliance with state law.
 - m. Policy 6.309: Zero Tolerance Offenses**
Removes THC from zero tolerance offenses in compliance with state law.
 - n. Policy 6.319: Alternative Education**
Updates language regarding exceptions for assignment to alternative school.
 - o. Policy 6.413: Prevention and Treatment of Sports Related Concussions**
Removes physician's assistant (P.A.) from list of health care providers authorized to give written clearance to return to athletic activity after a concussion to align with TSSAA policy
- New Policies**

- p. **Policy 6.604: Name, Image, and Likeness (NIL)**
New policy to address agreements for student athletes for use of their name, image, and likeness.

Recommended Approval---motion to adopt the above policies on the first of two readings as presented.

14. FACILITIES AND CONSTRUCTION

1. Request for Smyrna High Annex Bid

On Thursday February 9, 2023 Purchasing and Engineering and Construction received bids for the site work and construction of the Annex for Smyrna High. All bids have been reviewed and Engineering and Construction recommends RG Anderson’s base bid plus Alternate #1 for a total bid of \$30,120,000.00. Engineering request to also include the existing buildings 282,000 square footage of roof recover system with minimal additional insulation, a high-density cover board and a new membrane above the existing roof system at a cost of \$3,500,000.00.

Engineering and Construction recommends a motion to approve the request and move forward to Health and Education for funding in the amount of \$38,420,000.00.

Breakdown:

RG Anderson Construction	\$ 30,120,000.00
Constr. Related Contracts	\$ 1,000,000.00
FFE	\$ 1,800,000.00
Design	\$ 2,000,000.00
Existing Roof	\$ 3,500,000.00
Total Request	\$ 38,420,000.00

Recommended Approval---motion to approve the recommendation of RG Andersons base bid plus Alternate #1 for a total bid of \$30,120,000.00 and move forward to Health and Education for funding in the amount of \$38,420,000.00 as presented.

- 2. Oakland and Riverdale Addition Project Updates**
- 3. CMTA ESPC Update**

- 15. FINANCIAL REPORT**
- 16. INSURANCE UPDATE**
- 17. DIRECTORS UPDATE**
- 18. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**
- 19. FEDERAL RELATIONS NETWORK (FRN) UPDATE**
- 20. GENERAL DISCUSSION**
- 21. ADJOURNMENT**
- 22. EXECUTIVE SESSION**

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

Minutes of February 9, 2023

Board Members Present

Tammy Sharp, Board Chair

Caleb Tidwell, Vice-Chair

Coy Young

Shelia Bratton

Claire Maxwell

Katie Darby

Frances Rosales

Dr. James Sullivan, Director of Schools

1. CALL TO ORDER

The Board Chair called the meeting to order at 5:30 P.M.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Sumatra Drayton, Principal of Holloway High School.

3. MOMENT OF SILENCE

A Moment of Silence was observed.

4. APPROVAL OF AGENDA

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

Vote: All yes

Motion passes.

5. APPROVAL OF CONSENT AGENDA

A. Minutes: January 19, 2023 Board Meeting Minutes January 26, 2023 Special Called Board Meeting Minutes January 31, 2023 Special Called Board Meeting Minutes

B. Community Use of Facilities

	<u>Fees</u>
Barfield Elementary	Fine Arts Matter, library, music classes, 1/26/23, \$180 **retro review
Plainview Elementary	Top-Notch Basketball, gym, practice, 2/16/23-5/31/23, \$72 weekly
Rockvale Elementary	Rockvale Youth Football/Cheerleading, Sign ups, 2/1/23-12/1/23, \$870 *retro
McFadden	Brigade Basketball Club, gym, practice 0301/2023-05/31/23, \$27 per day
Oakland Middle	Dance Classics, auditorium/band room, recital, 06/02/23-06/03/23, \$1,263.25
Oakland Middle	B-Attitude Dance, auditorium, rehearsal, 02/11/23, \$525
Smyrna Middle	Friendship Quilters Guild, classroom, meeting, 03/11/23, \$45
Smyrna Middle Rocky Fork Middle	Smyrna Jr. Basketball, gym, games, 2/21/23-2/24/23, \$32 per hour Mad Dawgs Baseball, baseball field, practice 2/26/23-6/25/23, \$36 per day
Rocky Fork Middle	Team Prodigy, baseball field, practice, 2/8/23-4/26/23, \$432
Riverdale High	RCX Sports League, campus, practice, 3/19/23-5/21/23, \$6,300
Smyrna High	International Kickboxing Federation, gym, competition, 4/3/23, \$640
Holloway High	Sumatra Drayton, gym/cafeteria, family reunion, 7/1/23, \$144
Siegel High	TWRA, gym, archery tournament, 3/29/23-3/31/23, \$838
LaVergne High	Nashville Elite, stadium, games, 3/11/23- TBD, \$2,750

No Fees

Barfield Elementary	TBI, campus, event, 4/22/23, no fees
Central Magnet	Union University, campus, event, 3/2/23, no fees

***Note: Facility use prior to 9/15/22 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. All approvals are for no more than a 1-year period.**

- C. Routine Bids: Bid #3639 – Portable Classrooms**
RFP #23-02 – Custodial Services
Bid #3641 – HVAC Equipment (Stewartsboro)
Bid #3645 – HVAC Equipment (Rockvale Elem.)
Bid #3649 – HVAC Renovation (John Coleman Annex)
Bid #3650 – Clock Installation (Central Magnet)

D. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Kevin Meadows	NTE \$1,500.00	Blackman High	School Funds - Boys + Girls Soccer	Soccer Field Maintenance throughout year
Charles Barham *4	NTE \$1,350	Central Magnet	School Funds - HS Boys + Girls Basketball	Clean after Basketball games (total approved is now \$2,700)
Elizabeth Eubanks	NTE \$500.00	Central Magnet	School Funds - Track + Field	Assistant Track & Field Coach
Jonathan Kinney	NTE \$1,500.00	Central Magnet	School Funds - Track + Field	Assistant Track & Field Coach
Drew Brewer *4	NTE \$2,000.00	Oakland High	Oakland High Swimming Boosters	Assistant Swimming Coach (amount approved is now \$7,937.50)
James Harrison	NTE \$1,000.00	Oakland High	School Funds - Wrestling	Assistant Wrestling Coach
Ryan Knox	NTE \$3,000.00	Oakland High	Oakland Football Boosters	Assistant Football Coach
Tabbatha Martin	NTE \$3,000.00	Oakland High	School Funds - Softball	Assistant Softball Coach
Lauren Moore	NTE \$1,352.74	Oakland High	Oakland Cheer Boosters	Assistant Cheer Coach
Derry Wells *6	NTE \$750.00	Oakland High	School Funds - Softball	Announcing / Bus Driving for Softball
Mitzi Wilson *6	NTE \$1,000.00	Oakland High	School Funds - Softball	Bus Driving for Softball
Charles Limbaugh	NTE \$750.00	Riverdale	School Funds - Boys + Girls Basketball	Table worker at regular season basketball games
Charles Limbaugh	NTE \$740.00	Riverdale	School Funds - Boys + Girls Basketball	Table worker at basketball tournaments
Barry Marton	NTE 750.00	Riverdale	School Funds - Boys + Girls Basketball	Table worker at regular season basketball games

Barry Marton	NTE \$580.00	Riverdale	School Funds - Boys + Girls Basketball	Table worker at basketball tournaments
Kevin Jones *6	NTE \$1,500.00	Rockvale Middle	School Funds - Various	Bus Driving
Olivia Turner	NTE \$1,500.00	Stewarts Creek High	School Funds - Track + Field	Pre-Season conditioning + other assistant Track Coaching duties
Jeremiah Westbrook	NTE \$2,000.00	Stewarts Creek Middle	School Funds - Wrestling	Assistant Wrestling Coach
Cameron Roberts	NTE \$1,000.00	Blackman High	School Funds - Baseball	Assistant Baseball Coach
Breanna Tate	NTE \$2,000.00	Blackman High	School Funds - Track + Field	Assistant Track & Field Coach
Chad Hewitt	NTE \$1,000.00	Oakland High	School Funds - Softball	Assistant Softball Coach
Allyson Lillis	NTE \$6,459.00	Oakland High	Oakland Cheer Boosters	Cheerleading Coach
Tracy Cole	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track meets
Mikayla Dyson	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track meets
Jacqueline Harrison	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track meets
Sandra Kenton	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track meets
Trina Martin	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track meets
Ralph Metcalf	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track meets
Carmen Verge	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track meets
Robert Verge	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track meets
Mareeka Verge	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track meets
Goldy Wade	NTE \$1,500.00	Riverdale	School Funds - Track	Various work at Track meets
Cameron Roberts	NTE \$500.00	Riverdale	School Funds - Theatre	Music Direction / Teaching Music
Bruce Thweatt	NTE \$500.00	Riverdale	School Funds - Tennis	Assistant Tennis Coach
Jessica Gadue	Up to \$50 per service hour	Rockvale High	School Funds - Band	Flute lessons
Whitney Roberts	\$25/lesson	Rocky Fork Middle	School Funds - Band Private Lessons	Clarinet lessons
Katie Harrah	\$25/lesson	Stewarts Creek Middle	Stewarts Creek Middle Music Boosters	Brass lessons

Julie Glass *2	Hourly	Blackman Middle	School Funds - Track + Field	Shot put worker for Track
Tracy Harris *2	Hourly	Blackman Middle	School Funds - Track + Field	High Jump worker for Track
Krystal Smith *2	Hourly	Blackman Middle	School Funds - Track + Field	Gate worker for Track

**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.

E. Non-Faculty Volunteer Coaches:

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

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

<u>Name</u>	<u>School</u>	<u>Sport</u>
Jessica Gadue	Rockvale High School	Band
Cole Gregory	Stewarts Creek Middle School	Band
Katie Harrah	Stewarts Creek Middle School	Band
Cameron Roberts	Riverdale High School	Theatre
Whitney Roberts	Rocky Fork Middle School	Band
Breanna Tate	Blackman High School	Track
Andrew Arnold	Central Magnet	Baseball
Jimmy Earle	Central Magnet	Tennis
Chris Ellis	Eagleville	Softball
Jeff Lanning	Riverdale High School	Baseball
Sarah Parker	Riverdale High School	Boys Soccer
Terry Ross	Riverdale High School	Tennis
Joe McHenry	Rockvale High School	Softball
Julia Morris	Rockvale High School	Tennis
Jeff Martin	Siegel High School	Tennis
Steven Arrington	Stewarts Creek High School	Tennis
Daniel Minea	Stewarts Creek High School	Tennis
Nicholas Cole	Thurman Francis	Softball
Shelby Mireles	Rockvale High School	Softball
Lenny Lozano	Thurman Francis	Baseball
Jimmy Tedder	Smyrna Middle School	Baseball

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

Vote: All yes

Motion passes.

6. VISITORS

Several visitors attended the meeting. Alison Brown spoke on the Special Called Board Meeting. Chase Williams addressed the Board on policy. Lea Maitlen addressed the Board as a parent of an autistic child.

7. RECOGNITION/RUTHERFORD PROUD

Congratulations to Tyra Pilgrim who received the Trail Blazer Award for Tennessee Directors of Career and Technical Education.

Central Magnet's Magnitude Robotics Team recently competed in the Robot Drone League World Championship. The competition brought 30 teams to East Tennessee State University to compete for the RDL Championship. Magnitude Robotics won several awards at the competition including the Engineering Award for the best team presentation, Top Score Award for scoring more points than any other team in the competition and the overall Grand champion Award for the best team at the competition.

Addy Henninger, Brianna Rankin, Erin Higgins, Ainsley Valentine, Ben Ritter, Rachel Oppman and Kinsley Lane are here tonight to represent the Central Magnet Magnitude Robotics Team.

Shawn Martin was also recognized in his new role as Assistant Safety Director. He will Be assisting Patty Oeser with School Safety.

Several Principals as well as Commissioners were present at the Board Meeting as well.

8. 2023-2024 SIGNING BONUS INCENTIVE FOR HARD TO STAFF SUBJECT AREAS

The Signing Bonus Incentive for Hard to Staff Subject Areas submitted to the state each year is presented for Board approval.

Motion made by Mr. Tidwell, seconded by Mrs. Bratton, to approve the Signing Bonus Incentives for Hard to Staff Subject Areas for the 2023-2024 school year as presented.

Vote: All yes

Motion passes.

9. 2023-2024 SPECIAL COURSE REQUEST

The Instruction Department is requesting permission to make an application to offer credit for special courses under the following guidelines: Rule 0520-1-3-.05-2a: “Local school systems may offer special courses not listed in 0520-1-3-.06 on an experimental basis. The Commissioner of Education must approve each course in advance each year.” Rutherford County High Schools are requesting approval for the following special course requests:

- Sports Psychology
- Introduction to Logic
- Honors Mythology II
- Positive Psychology
- Neuroscience and Society
- Film as Literature
- Music Industry Survey (CTE)

Motion made by Mrs. Maxwell, seconded by Mrs. Rosales, to approve 2023-2024 special course requests for Rutherford County High Schools, as presented.

Vote: All yes

Motion passes.

10. SPECIAL EDUCATION

1. Physical Therapist Assistant

Under the direction of the Coordinator of Special Education and the general supervision of a Registered Physical Therapist, this position is to provide Physical Therapy services which will enable eligible students with disabilities to benefit from their special education program. Essential job duties and qualifications are listed in the job description attached. This job description will give us the final position and the ability to move from a private contractor to a Rutherford County Schools employee. Funding will be paid through IDEA Part B funds.

Motion made by Mrs. Darby, seconded by Mrs. Bratton, to approve the Special Education Physical Therapist Assistant position as presented.

Vote: All yes

Motion passes.

11. ESL Department

The ESL Department will continue writing curriculum units for grades K-12 from February through July 2023. Twenty-two teachers will be offered contracts for their work on these projects. The contracts will be funded through Title III funds. The approximate cost of the curriculum writing initiative will be \$17,600.00

Motion made by Mrs. Darby, seconded by Mrs. Bratton, to approve the Title III funded extended contracts for curriculum development for the ESL Program as presented.

Vote: All yes

Motion passes.

12. LEGAL

- 1. The Board has been requested to admit a transfer student from another school system under discipline. The student was remanded to alternative school for possession of marijuana and engaging in public lewdness. According to Policy 6.318, the Board may deny admission of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.**

The Director of Schools' recommendation is to admit and place into the alternative School

Motion made by Mr. Tidwell, seconded by Mrs. Rosales, to admit the admission for this Out of County Transfer Student as presented.

Vote: All yes

Motion passes.

2. Paralegal Position

The Legal Department is requesting an updated job description for the Paralegal Position to include revised qualifications to make the position more competitive.

Motion made by Mrs. Rosales, seconded by Mrs. Maxwell, to approve the updated Paralegal Job Description with the revised qualifications as presented.

Vote: All yes

Motion passes.

13. FINANCIAL MATTERS

1. Board Recognition of the Rockvale Band Booster 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 Band Boosters has provided all information requested from the board recently updated written cooperative agreement and can be recognized as an RCS SSO.

Motion made by Mrs. Maxwell, seconded by Mr. Tidwell, to approve the Rockvale Band Booster at Rockvale High School as an RCS School Support Organization (SSO) as presented.

Vote: All yes

Motion passes.

2. Centralized Cafeteria Fund Budget Amendment (Fund 143)

This FY 22-23 Centralized Cafeteria Fund 143 amendment is to increase revenue & expenditures to recognize the awarded NSLP-Supply Chain Assistant Grant rounds 2 and 3 from the United States Department of Agriculture (USDA). This grant funding is in response to the unprecedented challenges in purchasing and receiving food that operators of the National School Lunch Program (NSLP) and School Breakfast Program (SBP) are experiencing in School Year (SY) 2022-23.

This amendment reflects the grant award that was approved by Tennessee Dept of Education. This year's grant award amount is \$1,430,251.

Motion made by Mr. Tidwell, seconded by Mrs. Darby, to amend the FY 2022-2023 Fund 143 to reflect the NSLP grant award of \$1,430,251 as presented.

Vote: All yes

Motion passes.

14. FACILITIES AND CONSTRUCTION

1. Oakland Middle Storage Building Request

Principal Brad Decker has requested to Partner with Oakland High Trades to build a 15'x 30'x9' storage building to House the Archery team equipment. OMS will contract with a moving company to relocate the building to the rear of the building outside the 900 hallway. All materials and relocation cost will be at no cost to the School Board. Engineering and Construction has reviewed the request and supports approval.

Motion made by Mrs. Bratton, seconded by Mr. Tidwell, to approve the Archery Storage Building for Oakland Middle at no cost to the Board as presented.

Vote: All yes

Motion passes.

2. 5 Year Building Program discussion and direction.

At the last Board meeting, Dr. Sullivan presented the Board with two options for discussion and consideration. Health and Education has requested submission of an updated 5-year plan to move forward with funding. Option 1 being what was agreed upon last year with an addition of a new elementary school on the west side. Option 2 includes removing the elementary school addition. It was requested that the Board look over the options presented and be prepared to vote on this item.

Motion made by Mrs. Rosales, seconded by Mrs. Bratton to approve Option 1 for the 5 Year Building Program as presented.

Vote: All yes

Motion passes.

3. CMTA ESPC Funding Request

Additional discussion to move toward a motion to approve.

15. BOARD MOTIONS

1. Veterans Parkway Property Possible Options

Option 1:

The owner of the property on Veterans Parkway has expressed an interest in selling 50-70 acres to the Board of Education for \$82,000.00/acre. This location is suitable for a middle school due to continued growth and to help alleviate 4 middle schools. The Board wishes to authorize Trey Lee and Jeff Reed to acquire a certified property appraisal prior to moving forward. Appraisal not to exceed \$10,000.00.

Possible Motion---motion to approve acquiring an appraisal on the Veterans Parkway property not to exceed \$10,000.00 as presented.

Option 2:

The Board of Education has been searching for properties suitable for future school sites. The owner of a parcel of property on Veterans Parkway has expressed an interest to sell 50-70 acres to the Board of Education for the price of \$82,000.00/acre. Veterans Parkway is in one of the high growth areas of the county. In order to move forward on the possible purchase of the property, a contract is necessary with the owner that will allow testing of the property and time for the Board to seek financial approval by the County Commission. The contract could include the requirement of an appraisal, a 180-day inspection period and a contingency of funding approval by the Rutherford County Commission. The Board could have the contract terminated if it does not elect to move forward with the purchase of the property during the inspection period.

Possible Motion---motion to approve Engineering and Construction and Board Attorney, Jeff Reed to begin negotiation with the Veterans Parkway property owner to put this property under contract at \$82,000.00/acre and for any contract to be brought back to the Board for consideration as presented.

Motion made by Mrs. Rosales, seconded by Mrs. Bratton to approve Option 2 for Engineering and Construction and Board Attorney Jeff Reed to begin negotiation with the Veterans Parkway property owner to put this property under contract at \$82,000/acre and for the contract to be brought back to the Board for consideration as presented.

After the motion was made, the Board continued discussion on this item.

Mr. Young called for question on the discussion and a vote taken.

Roll Call Vote: Yes – Mrs. Rosales, Mrs. Bratton, Mr. Young, Mrs. Maxwell
No - Mrs. Darby, Mr. Tidwell, Ms. Sharp

Motion passes.

2. Smyrna Property on Sam Ridley Parkway Discussion

The Board had engaged in some discussions with the owner of a parcel of Property adjacent to Smyrna High School for possible purchase as a future school site. Upon evaluating property in the Smyrna area for a future school site to serve as a multi-use school, there may be adequate land on an existing school site within proximity of the parcel of land on Sam Ridley Parkway by Smyrna High School that is suitable for such purpose. The Board should make a determination whether it is interested in pursuing the Property adjacent to Smyrna High School.

Motion made by Mrs. Rosales, seconded by Mrs. Bratton, to end discussions for the possible purchase of the property adjacent to Smyrna High School as presented.

After the motion was made the Board continued discussion on this item.

After much discussion regarding this item it was suggested to amend the motion to postpone a decision on this item and revisit it at a later date. Board Attorney, Jeff Reed stated if the board member who made the motion as well as the board member to second the motion were agreeable to amend the motion, the board could do so.

Motion was then made by Mrs. Bratton, seconded by Mrs. Rosales to amend the motion on the floor and postpone a decision on this item for a later date.

Vote: All yes

Motion passes.

3. Temporary Assistance For Needy Families (TANF) Resolution

The Rutherford County Board of Education is charged with governing their schools so that all students receive educational opportunities. The Rutherford County Board of Education views TANF, which is a federal program authorized under federal law to provide funds to assist needy families, as a potential method to help serve students.

Tennessee maintains flexibility in spending the \$191 million of annual funds received and has the option to expand TANF-funded services to underfunded areas. Several social services are funded by the state and deal directly with TANF purposes, but local boards of education struggle to fully fund the programs as the state's funding formula does not adequately meet the needs of districts when funding the programs. Rutherford County Board of Education wants to urge the

General Assembly to allow local boards of education to use TANF funds for costs related to funding programs that support social services.

Motion made by Mr. Tidwell, seconded by Mrs. Rosales, to approve the resolution supporting the use of the Temporary Assistance for Needy Families Funds as presented.

Vote: All yes

Motion passes.

16. FINANCIAL REPORT

Dr. Sullivan spoke on review of the budget and TISA verification data. Dr. Sullivan discussed three priority areas he felt the need to focus on for the budget cycle: Staffing, Student Behavior and Building Programs/Capital Projects.

17. INSURANCE UPDATE

Dr. Anthony discussed a review of Workers Compensation and OJI updates soon.

18. DIRECTORS UPDATE

Dr. Sullivan spoke on the Rockvale Schools annexation updates. He also spoke on WEDA statewide testing that begins on Monday, Salary Study update information and Alternative School options.

19. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Rosales presented details on the State of the State held at the Capital.

20. FEDERAL RELATIONS NETWORK (FRN) UPDATE

No new information at this time

21. GENERAL DISCUSSION

Mrs. Maxwell stated Camp Wonder will be held June 12-16, 2023 at Blackman High School this summer. She also discussed the Suicide Awareness Night. Ms. Sharp stated the Legislative and Legal Institute begins February 16 & 17th in Franklin. Mrs. Bratton discussed an issue of transferring teacher tenure to possibly draw in more teachers.

Mr. Lee gave a report on Rockvale Elementary. CUD is waiting on a water meter in order for the project to be completed. He also stated he would have an update on properties that were brought to him at the next board meeting. Mr. Tidwell wished all the cheer teams participating in the competition in Orlando good luck this weekend. Mr. Young asked for a report from the members of the board who attended the Kentucky school visit. Dr. Sullivan stated RCS is hosting a job fair that will be held at Stewarts Creek High School this Saturday from 11:00 A.M. to 1:00 P.M.

22. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 7:01 P.M.

Tammy Sharp, Board Chairman

Date

Dr. James Sullivan, Director of Schools

Date

Rutherford County Board of Education
2240 Southpark Drive
Murfreesboro, TN 37128

Policy Committee Meeting
January 31, 2023

Board Members Present

Tammy Sharp, Chair
Caleb Tidwell, Vice Chair
Shelia Bratton
Katie Darby
Claire Maxwell
Frances Rosales
Coy Young

Committee Members Present

Dr. Kay Martin
Dr. Mark Gullion
Dr. Cary Holman
Shannon Creekmore
Susan Quesenberry
Robert Brooks, Jr.

Dr. James Sullivan, Director of Schools

Others Present

Monika Ridley
Jeff Reed
Kelsey Bickford

The Board Chairman, Ms. Sharp, called the meeting to order at 5:00 p.m. All stood and recited the pledge, which was led by Ms. Susan Quesenberry. Ms. Sharp moved for approval of the minutes, a proper motion was made and seconded. Ms. Sharp then turned the meeting over to Monika Ridley.

Ms. Ridley gave an overview of the policy committee's purpose.

Policy Changes

The policy meeting began with a review of Policy 1.106- Code of Ethics to add language requiring Board Members to publicly disclose any personal interest in real estate matters involving the Board. Mr. Jeff Reed spoke about the ethical requirements for Board Members. A proper motion and second were made to approve Policy 1.106 as proposed.

Vote: All yes.

The policy committee reviewed Policy 1.400- School Board Meetings to add language that board meetings and work sessions will not be scheduled on Election Day. Discussion was held about scheduling of meetings. Motion to approve was made by Ms. Rosales and seconded by Claire Maxwell. A roll call vote was taken.

Roll Call Vote:

Tammy Sharp- No
Caleb Tidwell- No
Claire Maxwell- Yes
Dr. James Sullivan- No

Dr. Kay Martin- Yes
Dr. Mark Gullion- No
Dr. Cary Holman- No
Shelia Bratton- No

Coy Young- Yes
Frances Rosales- Yes
Katie Darby- No
Shannon Creekmore- No

Kaitlyn Benavides- Not present
Susan Quesenberry- No
Robert Brooks Jr.- No

Vote: 4-yes; 10-no; 0-abstain.
Motion to approve fails.

The policy committee reviewed Policy 1.803- Tobacco and Vape-Free Schools that was tabled from the November 2022 policy committee meeting. Dr. Sullivan spoke about the tobacco education program that is available to RCS at this time. Mr. Caleb Tidwell wanted to make sure that the code of conduct is still followed in addition to education for violations. There was further discussion about tabling the policy until the summer.

Policy is tabled until the summer of 2023.

The policy committee reviewed Policy 2.200- Annual Operating Budget to change the date the proposed budget must be submitted to the County Commission. Dr. Sullivan explained that the date would coincide with the date in the private act. A proper motion and second were made to approve Policy 2.200 as presented.

Vote: All yes.

The policy committee reviewed Policy 3.202- Emergency Preparedness Plan for discussion. Dr. Sullivan wanted to bring the remote learning drill in the policy to the attention of the committee. No changes to the policy were proposed.

The policy committee reviewed Policy 3.204- Pandemic/Epidemic Emergency Cleaning for discussion. The recommendation was to sunset this policy. A proper motion and second were made to sunset Policy 3.204.

Vote: All yes.

The policy committee reviewed Policy 3.2041- Pandemic/Epidemic Face Covering/Mask Requirement for discussion. The recommendation was to sunset this policy. A proper motion and second were made to sunset Policy 3.2041.

Vote: All yes.

The policy committee reviewed Policy 3.208- Facilities Planning to change timeline to present annual assessment of facility needs to the Board. Dr. Sullivan explained that changing the date from December to February aligns with the budget process for principals. A proper motion and second were made to approve Policy 3.208 as presented.

Vote: All yes.

The policy committee reviewed Policy 3.211- Energy Use and Conservation for discussion. Discussion was held about the changes that occurred since this policy was issued in 2013. A proper motion and second were made to approve Policy 3.211 as presented.

Vote: All yes.

The policy committee reviewed Policy 3.601- Student Insurance Program for discussion. The recommendation was to sunset this policy as schools no longer carry a student insurance program. A proper motion and second were made to sunset Policy 3.601.

Vote: All yes.

The policy committee reviewed Policy 4.603- Promotion and Retention for discussion. Discussion was held about possible changes to state law that would impact this policy. Dr. Sullivan recommended adoption of TSBA's model policy with appeals, hearings, and notices to be conducted within five (5) business days. A proper motion and second were made to approve Policy 4.603 as presented.

Vote: All yes.

The policy committee reviewed Policy 4.604- Credit for Prior Courses that was tabled from the November 2022 policy committee meeting. Dr. Martin stated that the proposed changes would align with state policy. A proper motion and second were made to approve Policy 4.604 as presented.

Vote: All yes.

The policy committee reviewed Policy 4.605- Graduation Requirements to update credits required to graduate in compliance with state law. Ms. Ridley explained that the TSBA found this in the annual review of our policies and suggested the change to clean up the policy and comply with state law. A proper motion and second were made to approve Policy 4.605 as presented.

Vote: All yes.

The policy committee reviewed Policy 5.109- Evaluation to add language requiring the Director of Schools to establish procedures for a local level grievance process to align with state law. Ms. Ridley explained that the TSBA found this in the annual review of our policies and suggested the change to clean up the policy and comply with state law. A proper motion and second were made to approve Policy 5.109 as presented.

Vote: All yes.

The policy committee reviewed Policy 5.305- Family and Medical Leave for discussion. Discussion held regarding other counties providing more generous leave. Dr. Sullivan explained that budgetary reasons prevent RCS from providing more generous leave than what is currently in place. No changes to the policy were proposed at this time.

The policy committee reviewed Policy 6.300- Code of Conduct to remove THC from zero tolerance offenses in compliance with state law. Ms. Ridley explained that certain types of THC are no longer controlled substances and can no longer be on the zero tolerance offenses under state law. Dr. Sullivan explained that schools still can discipline for possession of THC under Level IV offenses. Ms. Ridley stated that the proposed change to the policy aligns with TSBA model language. A proper motion and second were made to approve Policy 6.300 as presented.

Vote: All yes.

The policy committee reviewed Policy 6.309- Zero Tolerance Offenses to remove THC from zero tolerance offenses in compliance with state law. Ms. Ridley explained this would be the same as the proposed changes to Policy 6.300. A proper motion and second were made to approve Policy 6.309 as presented.

Vote: All yes.

The policy committee reviewed Policy 6.319- Alternative Education to update language regarding exceptions for assignment to alternative school. Ms. Ridley explained that the TSBA found this in the annual review of our policies and suggested the change to clean up the policy and comply with state law. A proper motion and second were made to approve Policy 6.319 as presented.

Vote: All yes.

The policy committee reviewed Policy 6.413- Prevention and Treatment of Sports Related Concussions to remove physician’s assistant (P.A) from health care providers authorized to give written clearance to return to athletic activity after a concussion. This change would align with TSSAA policy. Ms. Ridley explained that state law allows physician’s assistants to give written clearance; however, TSSAA policy is stricter regarding which medical professional can give the written clearance after a concussion. A proper motion and second were made to approve Policy 6.413 as presented.

Vote: All yes.

New Policies

The policy committee reviewed Policy 6.604- Name, Image, and Likeness (NIL) which is a new policy to address agreements for student athletes for use of their name, image, and likeness. Ms. Ridley explained that the TSSAA recently authorized for student athletes to use their name, image, and likeness for profit, although the students cannot use references to the school or pictures of the athlete in their school uniform. Ms. Ridley further explained that the rules are still developing so this new policy would act as a place holder. A proper motion and second were made to approve new Policy 6.604 as presented.

Vote: All yes except Mr. Coy Young who opposed.

There being no further business, the meeting adjourned at approximately 5:43 p.m.

Tammy Sharp, Chairman

Date

Dr. James Sullivan, Director of Schools

Date

**RFP #23-01 - Live Captioning Services via Zoom
Central Magnet School**

3Play Media Corporation	Archive Captioning	Azur Cart & Captioning	Intellitext	Karasch & Associates	SignGlasses, LLC	Verbit
\$66.00 per hour - Human live captioning transcription	\$75.00 per hour - Live captioning in Zoom (verbatim, word for word)	\$104.00 per audio hour - Captioning services	\$65.00 per hour - Remote TypeWell real-time transcription for classroom transcription	\$93.00 per hour - Remote Live Captioning (Individual)	\$132.00 per hour - Captioning services	\$1.61 per audio minute - Live Pro tier (Automatic Speech Recognizer and human one pass)
\$21.00 per hour - Real-time captioning using automatic speech recognition	\$55.00 per hour - Live C-Print Services (meaning for meaning)		\$75.00 per hour - Remote TypeWell real-time transcription for foreign language classes	\$3.00 per minute - Remote Live Captioning (Individual)	\$84.00 per hour - Typewell Services	\$.70 per audio minute - Add additional human review over a second pass
					\$90.00 per hour - Sign Language Services	\$2.17 per audio minute - Live Elite (Human Only)

Mailed to 10 vendors
3 vendors did not respond

Recommend: Motion to award to Intellitext for overall best bid.

To be funded through General Purpose Fund and Federal Funds

RFP #23-02
Transformational Leader Administrator's Toolkit

Vendor	The Transformational Leader Administrator's Toolkit
Why Try LLC	\$ 75,000.00

Mailed to 5 vendors
4 vendors did not respond

Recommend: Motion to award to Why Try LLC for overall lowest and best bid.

To be funded through Federal Program

Bid #3640 - Lawn Care Maintenance

Item #	Description	City Green Services	D & D Lawn Care	Five Star Lawn Management	Gadco	Tractor Services Co.
1	Total Bid for South Zone I	\$ 213,570.00	\$ 226,894.50	\$ 233,115.96	\$ 286,000.00	
A	Barfield	\$ 650.00	\$ 575.75	\$ 652.52	\$ 900.00	
B	Blackman Elem.	\$ 890.00	\$ 710.50	\$ 652.52	\$ 1,100.00	
C	Blackman High	\$ 1,200.00	\$ 1,715.00	\$ 1,246.52	\$ 1,200.00	
D	Blackman Middle	\$ 850.00	\$ 808.50	\$ 806.52	\$ 1,100.00	
E	Christiana Elem.	\$ 410.00	\$ 453.25	\$ 652.52	\$ 900.00	
F	Christiana Middle	\$ 770.00	\$ 710.50	\$ 652.52	\$ 900.00	
G	Eagleville School	\$ 1,200.00	\$ 1,323.00	\$ 1,026.52	\$ 1,100.00	
H	McFadden School	\$ 170.00	\$ 171.50	\$ 652.52	\$ 800.00	
I	Riverdale High	\$ 1,200.00	\$ 1,592.50	\$ 1,246.52	\$ 1,200.00	
J	Rockvale Elem.	\$ 810.00	\$ 563.50	\$ 652.52	\$ 1,000.00	
K	Rockvale High	\$ 1,200.00	\$ 1,225.00	\$ 1,026.52	\$ 900.00	
L	Rockvale Middle	\$ 530.00	\$ 735.00	\$ 1,026.35	\$ 900.00	
M	Rutherford County School Board	\$ 290.00	\$ 269.50	\$ 806.52	\$ 1,000.00	
2	Total Bid for South Zone II	\$ 193,830.00	\$ 206,829.00	\$ 195,557.88	\$ 284,020.00	
A	Buchanan Elem.	\$ 490.00	\$ 392.00	\$ 508.02	\$ 800.00	
B	Central Magnet	\$ 450.00	\$ 539.00	\$ 728.02	\$ 900.00	
C	Daniel McKee School	\$ 130.00	\$ 98.00	\$ 288.02	\$ 700.00	
D	Holloway High	\$ 50.00	\$ 98.00	\$ 288.02	\$ 800.00	
E	Kittrell Elem.	\$ 650.00	\$ 563.50	\$ 508.02	\$ 800.00	
F	Lascassas Elem.	\$ 610.00	\$ 588.00	\$ 728.02	\$ 900.00	
G	Oakland High	\$ 1,050.00	\$ 1,445.50	\$ 838.02	\$ 1,110.00	
H	Oakland Middle	\$ 650.00	\$ 980.00	\$ 948.02	\$ 1,100.00	
I	Plainview Elem.	\$ 1,200.00	\$ 735.00	\$ 838.02	\$ 900.00	
J	Siegel High	\$ 1,200.00	\$ 1,715.00	\$ 728.02	\$ 1,100.00	
K	Siegel Middle	\$ 570.00	\$ 612.50	\$ 728.02	\$ 1,100.00	
L	Walter Hill Elem.	\$ 410.00	\$ 367.50	\$ 508.02	\$ 800.00	
M	Whitworth-Buchanan Middle	\$ 1,200.00	\$ 1,225.00	\$ 948.02	\$ 1,000.00	
N	Wilson Elem.	\$ 570.00	\$ 490.00	\$ 728.02	\$ 900.00	
3	Total Bid for North Zone I	\$ 176,085.00	\$ 228,690.00	\$ 186,192.00	\$ 254,100.00	
A	Brown's Chapel Elem.	\$ 370.00	\$ 480.00	\$ 1,035.00	\$ 800.00	
B	Cedar Grove Elem.	\$ 530.00	\$ 540.00	\$ 881.00	\$ 800.00	
C	LaVergne High	\$ 810.00	\$ 1,320.00	\$ 1,475.00	\$ 1,200.00	
D	Rock Springs Elem.	\$ 650.00	\$ 750.00	\$ 1,035.00	\$ 800.00	

Bid #3640 - Lawn Care Maintenance

Item #	Description	City Green Services	D & D Lawn Care	Five Star Lawn Management	Gadco	Tractor Services Co.
E	Rock Springs Middle	\$ 850.00	\$ 750.00	\$ 1,255.00	\$ 800.00	
F	Rocky Fork Elem.	\$ 410.00	\$ 540.00	\$ 1,035.00	\$ 900.00	
G	Rocky Fork Middle	\$ 650.00	\$ 1,200.00	\$ 1,035.00	\$ 900.00	
H	Smyrna High	\$ 640.00	\$ 1,230.00	\$ 1,225.00	\$ 900.00	
I	Stewarts Creek Elem.	\$ 910.00	\$ 810.00	\$ 1,035.00	\$ 1,200.00	
J	Stewarts Creek High	\$ 910.00	\$ 1,680.00	\$ 1,225.00	\$ 1,200.00	
K	Stewarts Creek Middle	\$ 1,045.00	\$ 930.00	\$ 881.00	\$ 1,200.00	
L	Stewartsboro Elem.	\$ 610.00	\$ 660.00	\$ 1,035.00	\$ 850.00	
4	Total Bid for North Zone II	\$ 77,070.00	\$ 151,200.00	\$ 121,275.00	\$ 193,600.00	
A	David Youree Elem.	\$ 250.00	\$ 450.00	\$ 525.00	\$ 700.00	
B	John Colemon Elem.	\$ 290.00	\$ 697.50	\$ 525.00	\$ 900.00	
C	LaVergne Lake Elem.	\$ 290.00	\$ 562.50	\$ 525.00	\$ 900.00	
D	LaVergne Middle	\$ 730.00	\$ 1,440.00	\$ 525.00	\$ 900.00	
E	Roy Waldron Annex	\$ 250.00	\$ 382.50	\$ 525.00	\$ 700.00	
F	Roy Waldron School	\$ 410.00	\$ 675.00	\$ 525.00	\$ 750.00	
G	Smyrna Elementary	\$ 410.00	\$ 1,080.00	\$ 525.00	\$ 800.00	
H	Smyrna Middle	\$ 290.00	\$ 720.00	\$ 525.00	\$ 850.00	
I	Smyrna Primary	\$ 170.00	\$ 315.00	\$ 525.00	\$ 800.00	
J	Smyrna West Alternative	\$ 130.00	\$ 180.00	\$ 525.00	\$ 700.00	
K	Thurman Francis	\$ 450.00	\$ 697.50	\$ 525.00	\$ 800.00	
5	Bush Hogging (Annual)	NA	\$ 50.00	No Bid	No Bid	\$ 98,000.00
6	Added Sites (Per Acre)	\$ 40.00	\$ 45.00	\$ 50.00	\$ 150.00	

Mailed to 70 vendors
65 vendors did not respond

Recommend: Motion to award to overall lowest and best bid as shown above for all zones.

To be funded through Maintenance

Bid #3642

Paint

Item #	Description	*Farrell Calhoun Paints	HD Supply	Hoover Paint Store	Sherwin Williams
1	Latex Semi-gloss Enamel (Interior)	\$ 18.60	\$ 21.58	\$ 25.00	\$ 14.43
1A	Latex Semi-gloss Enamel (Interior) - 5 Gallon	\$ 83.00	\$ 100.00	\$ 120.00	\$ 72.15
2	Oil Base Semi-gloss Enamel (Interior)	\$ 29.00	\$ 63.00	\$ 34.61	\$ 24.13
2A	Oil Base Semi-gloss Enamel (Interior) - 5 Gallon	\$ 135.00	\$ 240.00	\$ 170.55	\$ 120.65
3	100% Acrylic Semi-gloss Finish (Exterior)	\$ 23.00	\$ 29.20	\$ 22.67	\$ 33.49
3A	100% Acrylic Semi-gloss Finish (Exterior) - 5 Gallon	\$ 105.00	\$ 140.27	\$ 110.85	\$ 167.45
4	Alkyd Industrial Gloss Enamel (Exterior)	\$ 29.50	\$ 51.52	\$ 42.07	\$ 24.13
4A	Alkyd Industrial Gloss Enamel (Exterior) - 5 Gallon	\$ 137.50	\$ 252.70	\$ 210.00	\$ 120.65
5	Waterborne Epoxy Semi-Gloss	\$ 27.60	\$ 77.39	\$ 86.53	\$ 46.49
5A	Waterborne Epoxy Semi-Gloss - 5 Gallon	\$ 128.00	\$ 386.95	\$ 430.15	\$ 232.45
6	Water Reducible Acrylic (Traffic Paint)	\$ 30.00	\$ 26.66	\$ 23.78	\$ 20.09
6A	Water Reducible Acrylic (Traffic Paint) - 5 Gallon	\$ 104.00	\$ 108.67	\$ 99.15	\$ 100.45
7	Acrylic Gloss Enamel (Interior/Exterior)	\$ 23.00	\$ 36.54	\$ 26.69	\$ 43.72
7A	Acrylic Gloss Enamel (Interior/Exterior) - 5 Gallon	\$ 105.00	\$ 176.80	\$ 130.95	\$ 218.60
8	Alkyd Urethane Gloss Enamel (Interior/Exterior)	\$ 29.50	\$ 61.60	\$ 42.07	\$ 43.97
8A	Alkyd Urethane Gloss Enamel (Interior/Exterior) - 5 Gal.	\$ 137.50	\$ 286.00	\$ 210.00	\$ 219.85
9	Latex Eggshell Enamel (Interior) -	\$ 17.60	\$ 19.18	\$ 18.27	\$ 14.44
9A	Latex Eggshell Enamel (Interior) - 5 Gallon	\$ 78.00	\$ 88.00	\$ 89.95	\$ 72.20
10	High Performance Waterborne Acrylic Semi-Gloss	\$ 26.00	\$ 77.39	\$ 86.53	\$ 47.29
11	Paint Thinner	\$ 9.90	\$ 19.99	\$ 12.38	\$ 12.16

Mailed to 6 vendors

*Farrell discounts \$2.00 off per gallon when you buy 5 at a time

2 vendors did not respond

Recommend: Motion to award to Farrell Calhoun and Sherwin-Williams the overall lowest and best bid as highlighted above in yellow.

We would like to award the highlighted green items to Farrell and Sherwin Williams as a back-up in case one of the bidders is out of a product.

To be funded through the Maintenance Department.

02/23/23

Bid #3643 - Technology and Multimedia Equipment

Item Number	Part Number	Description	B & H Photo	Beacon Tech	Bluum	CDW-G	Central Technologies	Focus Camera	FPS Inc	GHA Technologies	Howard Technologies	Jaspertronics	Nashville Media	Pyramid School	Scott Electric	Southern Computer	Specialty Bulb
Epson Projectors & Accessories																	
1	V11HA03020	Epson PowerLite 118 LCD Projector	\$ 492.00	\$ 682.88	\$ 515.96	\$ 465.00		\$ 540.00	\$ 575.00	\$ 515.13	\$ 472.00					\$ 508.77	
2	V13H010L97	Epson PowerLite 118 Replacement Lamp	\$ 61.00	\$ 81.66	\$ 61.70	\$ 65.00		\$ 60.00	* \$60.00	\$ 64.59	\$ 63.00	* \$52.80			* \$59.00	\$ 65.00	* \$56.00
3	V13H010L96	Epson PowerLite 107 Replacement Lamp			\$ 60.59	* \$50.00			* \$60.00	* \$47.19	\$ 67.00	* \$52.80		* \$69.99	* \$48.00		* \$59.00
4	V13H010L88	Epson PowerLite 98H Replacement Lamp	\$ 79.00	\$ 108.42	\$ 81.91	\$ 85.00		\$ 95.00	* \$60.00	\$ 88.74	\$ 88.00	* \$60.72		* \$69.99	* \$52.00	\$ 86.24	* \$59.00
5	V13H010L78	Epson PowerLite 97, 98 & 99W Replacement Lamp	\$ 141.05	\$ 183.04	\$ 138.30	\$ 140.00		\$ 145.95	* \$60.00	\$ 143.67	\$ 139.00	* \$60.72		* \$68.99	* \$53.00	\$ 145.70	* \$59.00
6	V13H010L71	Epson BrightLink 485Wi Replacement Lamp		\$ 108.42	\$ 51.44				* \$60.00	\$ 85.56	\$ 60.00				* \$54.00		
7	V12H467020	Epson Active Wall Speakers ELPSP02	\$ 154.00	\$ 212.61	\$ 160.64	\$ 125.00		\$ 180.00	\$ 200.00	\$ 170.89	\$ 125.00					\$ 169.22	
8	PJF2-UNV-S	Peerless Universal Ceiling Mount Kit		\$ 139.56	\$ 109.03	\$ 100.00			\$ 130.00	\$ 100.84	\$ 120.00					\$ 98.10	
Logitech Products																	
9	920-008671	Logitech MK540 Keyboard & Mouse Combo		\$ 70.39	\$ 39.66	\$ 40.00		\$ 48.99	\$ 55.00	\$ 41.25	\$ 46.00					\$ 43.40	
10	980-000802	Logitech Z150 2-Piece Speaker System		\$ 42.23	\$ 23.83	\$ 25.00		\$ 27.99	\$ 50.00	\$ 21.40	\$ 27.00					\$ 26.35	
11	981-000014	Logitech H390 USB Headset		\$ 42.23	\$ 24.12	\$ 21.00		\$ 24.00	\$ 25.00	\$ 20.79	\$ 27.00					\$ 21.18	
12	960-001257	Logitech C920s Pro HD Webcam		\$ 98.55	\$ 57.80	\$ 53.00		\$ 68.00	\$ 75.00	\$ 53.48	\$ 69.00					\$ 61.50	
Document Cameras & Display Items																	
13	V12H758020	Epson DC-21 High Resolution Document Camera	\$ 516.00	\$ 709.63	\$ 536.17	\$ 475.00		\$ 550.39	\$ 595.00	\$ 563.02	\$ 479.00					\$ 565.37	
14	DC125	Lumens DC125 Ladibug Document Camera	* \$281.00	\$ 392.83	\$ 219.15	\$ 195.00			\$ 175.00	\$ 281.87	\$ 230.00						
15	SBWD750W	ScreenBeam 750 Wireless Display Receiver		\$ 247.54	\$ 186.66	\$ 190.00		\$ 198.00	\$ 200.00	\$ 185.94	\$ 189.00						
16	SBWD960A	Screenbeam 960 Wireless Display Receiver		\$ 286.81	\$ 274.83	\$ 275.00	\$ 239.00	\$ 298.00	\$ 300.00	\$ 278.91	\$ 280.00						
Printers & Scanners																	
17	1G5L3A#B1H	HP OfficeJet Pro 9015e All-In-One Inkjet		\$ 408.31	\$ 281.32	\$ 250.00			\$ 230.00	\$ 222.01	\$ 265.00					\$ 256.53	
18	D9L64A#B1H	HP OfficeJet Pro 8210 Inkjet		\$ 253.43	\$ 171.96	\$ 172.00			\$ 180.00	\$ 174.60	\$ 182.00					\$ 159.83	
19	B11B261202	Epson WorkForce DS-530 II Scanner		\$ 442.11	\$ 390.83	\$ 320.00		\$ 365.00	\$ 395.00	\$ 291.95	\$ 322.00					\$ 376.00	
20	B11B250201	Epson WorkForce DS-870 Scanner		\$ 1,136.26	\$ 1,004.35	\$ 825.00		\$ 945.00	\$ 925.00	^ \$702.58	\$ 828.00					\$ 966.34	
Microsoft Products																	
21	T3H-00011	Microsoft LifeCam HD-3000		\$ 34.99	\$ 28.59	\$ 28.00		\$ 31.00	\$ 50.00	\$ 21.54	\$ 25.00					\$ 27.00	
22	UTH-00001	Microsoft 4K Wireless Display Adapter		\$ 88.21	\$ 58.56	\$ 55.00		\$ 68.00	\$ 60.00	\$ 58.19	\$ 62.00					\$ 59.05	
Laptop & iPad Carts																	
23	CHRGEX30i	Aver Laptop/Tablet Charging Cart 30	\$ 1,304.00	\$ 2,366.20	\$ 1,123.39	\$ 1,050.00		\$ 1,340.00	\$ 1,425.00	\$ 1,343.72						** \$1,329.62	

Bid #3643 - Technology and Multimedia Equipment

Item Number	Part Number	Description	B & H Photo	Beacon Tech	Bluum	CDW-G	Central Technologies	Focus Camera	FPS Inc	GHA Technologies	Howard Technologies	Jaspertronics	Nashville Media	Pyramid School	Scott Electric	Southern Computer	Specialty Bulb
24	CS-1610-BL	Jar Systems Essential 16 Charging Station		\$ 646.05	\$ 321.06				\$ 350.00		\$ 312.00					\$ 304.37	
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		\$ 513.78	\$ 271.28	\$ 265.00		\$ 520.00		\$ 285.11				\$ 299.95		\$ 262.10	
29	40957	Da-Lite No. 11 Mounting Bracket		\$ 43.24	\$ 28.09	\$ 22.00		\$ 34.00		\$ 21.92				\$ 79.98		\$ 27.13	

Mailed to 99 vendors

84 vendors did not respond

** Shipping extra

* Comparable item to the one specified

^ Expiring Discount Applied

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

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

Bid #3644
Floor Machines

Item #	Description	Accurate Equipment Service	American Paper and Twine'	Kelsan	Kelsan - Alternate Option 2	MSC Industrial
1	Buffer		\$ 786.30	\$ 605.53		\$ 1,164.79
2	High Speed Burnisher		\$ 1,056.21	\$ 875.00		\$ 1,190.85
3	Vacuum Cleaner Wet/Dry Industrial		\$ 749.02	\$ 670.35		\$ 7,213.57
4	Squeegee (to go with item #3)		\$ 21.63	Included above		
5	Vacuum Cleaner Upright 12"		\$ 129.78	\$ 125.00		\$ 236.42
6	Carpet Machine		\$ 1,870.31	\$ 2,185.96	**\$1,641.43	\$ 4,139.55
7	Scrubber - Tomcat Carbon		*\$5,744.25	\$ 9,742.40		\$ 18,611.79
8	USH Burnisher		*\$3,547.58	\$ 5,663.44		
9	ProTeam-Super Coach Pro 10		\$ 402.90	\$ 399.00	\$ 345.00	\$ 772.17
10	Intercept Micro Filter Bag (to go with item #9)		\$ 16.60	\$ 11.61	\$ 13.75	\$ 33.67
11	14" Hard Surface Tool with Nylon Brush (to go with item #9)		\$ 45.74	\$ 40.45	\$ 36.00	\$ 91.83
12	Tennant T1 Micro Scrubber		\$ 3,558.10	\$ 3,500.00	\$ 2,801.50	\$ 3,847.03
13	30" Sidewinder		\$ 6,627.28	\$ 7,057.65		
14	Heavy Duty Strip brush (to go with item #13)		*\$183.89	\$ 182.50		
15	Aztec Floor Solution Applicator 36" for chemicals, finishes, and waxes		**\$1,053.54	\$ 2,123.75		
16	Floor Stripping Solution Retriever		**\$749.02	\$ 1,743.75		
17	TomCat Mini-Mag 20" Floor Scrubber		*\$3,559.25	\$ 7,851.13		\$ 9,235.16
18	Equipment Repair					
a.	Hourly Rate for Service Repairs	\$ 60.00	\$ 85.00	\$ 65.00		
b.	Percentage Off Catalog For Parts	\$ 0.10	\$ 0.10	\$ 0.10		
c.	Travel Time Rate	\$ 60.00	\$ 85.00	\$ 45.00		

Mailed to 35 vendors
30 vendors did not respond

*Freight charges are extra
**Bid does not meet specs

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

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

Bid #3653 - Calculators

Item #	Description	Bluum USA Inc.	Cascade School Supplies	EAI Education	The Bach Company
1	TI-84 Plus	\$ 115.44	\$ 165.93	\$ 102.58	\$ 100.99
2	TI-84 Plus Schoolhouse Yellow (set of 10)	\$ 1,154.35		\$ 1,025.80	\$ 1,038.00
3	TI-84 SmartView emulator software (84EMU/VP/ESW)				\$ 18.00
4	TI-84 Plus CE, EZ-Spot Graphing Calculator		\$ 193.58	\$ 122.10	\$ 121.20
5	TI-84 Plus CE EZ-Spot, Teacher pack	\$ 1,443.67	\$ 1,850.00	\$ 1,280.33	\$ 1,295.00
6	TI-84 Plus CE Charging Station			\$ 61.50	\$ 62.00
7	TI-84 Plus CE SmartView emulator software (84EMU/VP/ESW)				\$ 18.00
8	TI-89 Titanium Calculator		\$ 199.65	\$ 133.40	\$ 131.00
9	TI-SmartView emulator software (MVEMU/VP/KT/2L1)				\$ 39.00
10	TI CBR2	\$ 99.57		\$ 86.45	\$ 89.00
11	TI CBL2	\$ 177.81		\$ 154.50	\$ 159.00
12	TI-Nspire CX Navigator (30 user)	\$ 2,234.27		\$ 1,957.10	\$ 1,937.00
13	TI-Nspire CX Handheld			\$ 129.38	\$ 131.00
14	TI-Nspire CX Handheld EZ-Spot Teacher Pack (10)			\$ 1,403.80	\$ 1,420.00
15	TI-Nspire CX Navigator System (30 users)			\$ 1,957.10	\$ 1,959.00
16	TI-Nspire CX Navigator System (10 users)			\$ 1,119.18	\$ 1,139.00
17	TI-Nspire CX Computer Software				\$ 18.00
18	TI-Nspire CX CAS Handheld		\$ 207.00	\$ 131.95	\$ 134.00
19	TI-Nspire CX CAS Handheld Teacher Pack (10 units)	\$ 1,647.69	\$ 2,100.00	\$ 1,429.30	\$ 1,450.00
20	TI-Nspire CX CAS Computer Software				\$ 18.00
21	TI 30XS Multiview EZ-Spot Calculator	\$ 144.01	\$ 22.20	\$ 12.81	\$ 12.90
22	Emulator Software for the TI30XS (MVEMV/VP/KT/2L1)				\$ 39.00
23	4 Function Calculator w/ square root (TI-503)	\$ 3.02	\$ 5.04	\$ 3.20	\$ 2.84

Mailed to 99 vendors

95 vendors did not respond

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

To be funded through GPS, Federal Program, and individual schools.

Bid #3654 - SIM Medical Trainers (CTE Program)

Item Number	Description	Anatomical Worldwide LLC	DiaMedical Equipment	Ward's Science
1	TERi Androgynous Geriatric Trainer and accessories	*\$1,499.00	\$ 15,996.47	\$ 18,493.79
2	ALEX Plus 2.0 Full Body Medical Simulator and accessories	*\$36,150.00	\$ 35,782.35	\$ 41,114.81

Mailed to 20 vendors
 17 vendor did not respond

*Bid does not include install or training

Recommend: Motion to award to Dia Medical Equipment overall lowest and best bid.

To be funded through Career and Technical Department.

Bid #3655 - MA Lighting GrandMA3 onPC Command XT Console (CTE Program)

Item Number	Description	Bluum	Full Compass
1	MA Lighting GrandMA3 onPC Command Wing Console	\$ 14,690.84	\$ 13,325.76

Mailed to 99 vendors
98 vendor did not respond

Recommend: Motion to award to Full Compass for overall lowest and best bid.

To be funded through Career and Technical Department.

Bid #3656
Classroom Furniture

	Description	A-Z	Acco Brand	Kaplan	Lakeshore	School Outfitters	School Specialty	Schools In	Virco
1	Student Stack Chair (Soft Plastic) - 14"				\$ 141.55	\$ 368.00	\$ 45.05	\$ 58.67	\$ 65.43
2	Student Stack Chair (Soft Plastic) - 16"				\$ 151.05	\$ 679.68	\$ 51.16	\$ 65.90	\$ 73.52
3	Student Stack Chair (Soft Plastic) - 18"				\$ 160.55	\$ 458.04	\$ 59.28	\$ 72.87	\$ 77.04
4	Chair Desk (Hard Plastic) 17 1/2"						\$ 229.38		\$ 280.35
5	Stack Chair (Hard Plastic) 13 1/2"				*\$64.59		\$ 84.21	\$ 117.41	\$ 116.78
6	Stack Chair (Hard Plastic) 15 1/2"				*\$78.84		\$ 87.85	\$ 118.88	\$ 124.88
7	Stack Chair (Hard Plastic) 17 1/2"				*\$93.09		\$ 95.53	\$ 121.44	\$ 128.04
8	Stack Chair (Hard Plastic) 17 1/2" with Casters				\$ 189.05		\$ 101.96	\$ 158.93	
9	Stool (Adjustable Height)				\$ 189.05	\$ 119.82	\$ 95.50	\$ 177.86	\$ 151.61
10	Student Open Front Desk with Wire Basket				\$ 455.05	\$ 459.76	\$ 151.00		\$ 250.10
11	Student Open Front Desk with Book Box				\$ 455.05	\$ 213.76	\$ 124.06		\$ 143.17
12	Storage Cabinet (36"Wx72"Hx18"D)	\$ 564.57			\$ 1,044.05	\$ 865.06	\$ 608.44	\$ 512.50	
13	Teacher's Desk - Double Pedestal - 30x60	\$ 736.36			\$ 1,139.05	\$ 1,989.67	\$ 603.71		
14	Teacher's Chair	\$ 170.56			\$ 189.05	\$ 594.25	\$ 186.49	\$ 128.95	
15	Teacher's Posture Stool with Foot Ring	\$ 243.95			*\$189.05	\$ 419.76	\$ 284.91		
16	File Cabinet - 4 drawer (letter) with lock	\$ 319.39				\$ 631.14	\$ 258.18		
17	File Cabinet - 4 drawer (legal) with lock	\$ 391.96				\$ 361.88	\$ 290.60		
18	File Cabinet - 2 drawer (letter) with lock	\$ 237.39				\$ 543.09	\$ 154.34		
19	File Cabinet - 2 drawer (legal) with lock	\$ 302.99				\$ 208.88	\$ 166.51		
20	Bookcase - Three Shelf	\$ 172.20			\$ 645.05	\$ 437.88	\$ 368.49	\$ 266.07	
21	Bookcase - Four Shelf	\$ 256.66			\$ 759.05	\$ 565.88		\$ 315.81	
22	Activity Table - 30" x 60" (Rectangle SAH)				\$ 616.55	\$ 214.88	\$ 205.39		\$ 223.37
23	Activity Table - 60" x 66" (Horseshoe SAH)				\$ 474.05	\$ 412.88	\$ 368.40	\$ 491.46	\$ 500.89
24	Activity Table - 48" x 72" (Kidney SAH)				\$ 854.05	\$ 327.88	\$ 293.99	\$ 443.78	\$ 443.91
25	Activity Table - 48" (Round SAH)				\$ 664.05	\$ 230.88	\$ 220.84	\$ 281.44	\$ 269.80
26	Activity Table - 30" x 60" (Trapeziod SAH)				\$ 607.05	\$ 489.76	\$ 178.88	\$ 258.31	\$ 257.48
27	Activity Table -24" x 48" (Trapezoid SAH)				\$ 607.05	\$ 676.37	\$ 157.01	\$ 243.54	\$ 162.51
28	Markerboard Activity Table - 48" x 72" (Kidney	\$ 451.00				\$ 829.25	\$ 157.01	\$ 723.78	\$ 510.39
29	Folding Utility Table - 30" x 72"				\$ 854.05		\$ 231.90		
30	Folding Utility Table - 36" x 96"				\$ 854.05		\$ 268.90		
31	Science Table - 48" x 24" x 30" W/O Comp.					\$ 605.29	\$ 597.66	\$ 438.52	
32	Science Table - 48" x 24" x 30" with compart.						\$ 650.86	\$ 455.73	
33	Virco Computer Tables with glides - 60x24x SAH					**\$575.09			\$ 562.80
34	Virco Computer Tables with glides - 72x30 SAH					**\$625.12			\$ 691.19
35	Virco Computer Tables with glides - 30x24xSAH					**\$314.87			\$ 406.98
36	Lockers								
37	Mobile Cubbie				\$ 1,424.05	\$ 795.88	\$ 382.51		

**Bid #3656
Classroom Furniture**

	Description	A-Z	Acco Brand	Kaplan	Lakeshore	School Outfitters	School Specialty	Schools In	Virco
38	Coat Cubbie			\$ 698.23	\$ 664.05	\$ 739.82	\$ 429.20		
39	Magnetic Flannel Easel				\$ 407.55	\$ 953.45	\$ 360.60		
40	Chart Stand			\$ 75.64	\$ 66.49	\$ 539.99	\$ 52.50		
41	Magnetic Double Sided Whiteboard Easel			\$ 369.56	\$ 474.05	\$ 279.88	\$ 315.94		
42	Area Rug/Classroom 9 x12 (Solid)			\$ 266.60	\$ 379.05	\$ 342.88	\$ 161.89		
43	Area Rug/Classroom - Oval Alpha			\$ 476.92	\$ 512.05	\$ 376.88	\$ 351.33	\$ 556.15	
44	Area Rug/Classroom - Rectangle (Read to Dream)			\$ 457.56	\$ 521.55	\$ 425.99	\$ 348.06	\$ 545.78	
45	Entry Mats				*\$122.55	\$ 296.99	\$ 173.75		
46	27" GBC Laminator		\$ 1,660.84				\$ 3,850.36		
47	Horizontal Paper Roll Rack				*\$502.55	\$ 910.99	\$ 825.46	\$ 739.71	
48	First Aid Recovery Couch					\$ 1,168.99	\$ 371.46		
49	Magne-Rite Dry Erase Boards 4' x 4'				*\$142.49		\$ 259.40	**\$172.68	
50	Magne-Rite Dry Erase Boards 4' x 6'						\$ 310.25	**\$198.61	
51	Magne-Rite Dry Erase Boards 4' x 8'						\$ 380.46	**\$276.97	
52	Magnetic Dry Erase Boards 4' x 12'						\$ 745.30		
53	Bulletin Boards - Cork 4' x 4'		\$ 57.44		\$ 113.99		\$ 197.16		
54	Bulletin Boards - Cork 4' x 6'		\$ 84.35				\$ 215.71		
55	Rocking Chair - Adult				\$ 645.05	\$ 659.95	\$ 171.85		
56	Angeles Quiet Divders - 48 x 6'					\$ 765.59	\$ 662.63	\$ 665.84	
57	Angeles Quiet Divders - 48 x 10'					\$ 1,177.01	\$ 959.26	\$ 1,018.28	
58	Angeles Quiet Divider Support Feet					\$ 89.59	\$ 75.19	\$ 102.79	
59	Angeles Baseline Chairs - 9"				\$ 75.99	\$ 175.52	\$ 52.09	**\$38.82	
60	Angeles Baseline Chairs - 11"				\$ 80.74	\$ 175.52	\$ 54.89	**\$39.43	
61	Angeles Baseline Chairs - 13"				\$ 85.49	\$ 239.44	\$ 57.61	**\$40.65	
62	Angeles Tables - Rectangle 30x72x20				\$ 341.05	\$ 472.40	\$ 250.65	\$ 491.57	
63	Angeles Tables - Square 30x30x20				\$ 265.05	\$ 285.46	\$ 189.90	\$ 420.05	
64	Angeles Tables - Kidney 38x65x20				*\$426.55	*\$584.78	\$ 599.11	**\$345.64	

Mailed to 65 vendors

57 vendors did not respond

*Not as specified

**Minimum order required so picking an alternate in case we don't meet minimum requirement

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

To be funded through Building Program, GPS, and individual schools.

RUTHERFORD COUNTY BOARD OF EDUCATION

JOB DESCRIPTION

Job Title: Cafeteria Monitor
Term of Employment: 10-month, Level 2, Classified
Immediate Supervisor: Principal, Field Supervisor, Director of School Nutrition
Shift start/end time: TBD

POSITION DESCRIPTION:

The purpose of this job is to perform as a Cafeteria Monitor. Duties and responsibilities include assisting in maintaining safe mealtime standards by monitoring and assisting students, assigning seats, resolving problems, directing students into orderly lines and proper disposal of trays, and organizing classes for dismissal.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Prepares tables for classes; monitors children from cafeteria entrance to food line; organizes classes for orderly exit from cafeteria.
- Directs the flow of classroom traffic from the food serving line to assigned seats; organizes classes for orderly dismissal at appropriate time; organizes students for proper disposal of trays.
- May help students with proper dining habits in terms of proper nutrition and etiquette; instructs children on noise level requirements; informs attending teacher and/or administrator of any serious infraction of disciplinary rules.
- Prepares cafeteria daily classroom report to inform teachers of classroom behavior; prepares discipline reports and refers children for disciplinary action as needed.
- Circulates among tables to keep order and assist children; resolves minor problems that may arise.
- Ensures children's safety by keeping the floor free of debris; supervises children as they wipe tables and chairs; sweeps and mops spills when janitor is unavailable.
- Escorts or calls office to assist with ill or injured children' prepares accident reports as needed; monitors children with special needs such as health problems, disabilities, etc.
- Communicates with Principal/Assistant Principal regarding student or parent problems.
- Assist children with necessary forgotten items: forks, spoons, straws, napkins, drinks, etc.
- May plan effective programs for cafeteria management.
- May open items for students requiring assistance.

- Assists in trash disposal and monitoring the cleaning of tables
- May implement systems of reward/recognition for students.
- Monitor the timeliness of class arrival and departure and report to the Principal as needed.
- Monitor the allergen-free table as needed to prevent contamination.

Additional Job Functions:

- Performs other duties as required.

QUALIFICATIONS:

- High School Diploma or GED preferred
- Possess interpersonal skills and can work effectively with a wide range of people
- Willingness to take direction
- Ability to work both independently and as a team member
- Ability to work on a flexible schedule
- Must meet all health, physical, and background check requirements
- Must be able to lift 50 pounds and stand for long periods of time

EVALUATIONS:

- Conducted by the immediate supervisor or designee in accordance with the provisions of the Rutherford County Board of Education policy on evaluation of classified personnel



**Curriculum and Instruction
Board Motion
Class of 2023 Graduation**

Motion for the Board: Rutherford County Schools will have nine high schools using Murphy Center on the Middle Tennessee State University campus to conduct their graduation ceremonies for the upcoming Class of 2023. The nine high schools include: Rockvale, Smyrna, Blackman, LaVergne, Riverdale, Stewarts Creek, Oakland, Siegel, and Central Magnet. A proposed agreement between RCS and MTSU is attached*. Payment is due no later than 30 days after the billing date.

Motion to Approve graduation agreement with Middle Tennessee State University and Rutherford County Schools concerning the graduation ceremonies for the RCS graduating class of 2023.

*Agreement: [2023 RCS Graduation Contract.pdf](#)

**AGREEMENT BETWEEN
RUTHERFORD COUNTY BOARD OF EDUCATION
AND
MIDDLE TENNESSEE STATE UNIVERSITY
MURPHY CENTER COMPLEX**

This Agreement is made this 8th day of February 2023, by and between Middle Tennessee State University (“Institution”) and Rutherford County Board of Education (“User”) for the Institution’s facility known as Murphy Center Complex (“MCC” or “facility”) and located at Murfreesboro, Tennessee.

WITNESSETH

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

1. The specific use of the facility for which the parties enter into this Agreement is:
High School graduation, rehearsals, and ceremonies

2. User shall have use of all facilities as listed below:
 - a. **Rockvale High School** will have use of the facilities from 1:00pm until 4:00pm Tuesday May 9th, 2023 for a graduation rehearsal and from 10:00am until 1:00pm Saturday May 13th, 2023 for a graduation ceremony.
 - b. **Smyrna High School** will have use of the facilities from 8:00am until 11:00am Wednesday May 10th, 2023 for a graduation rehearsal and from 2:30pm until 5:30pm Saturday May 13th, 2023 for a graduation ceremony.
 - c. **Blackman High School** will have use of the facilities from 1:00pm until 4:00pm Wednesday May 10th, 2023 for a graduation rehearsal and from 7:00pm until 10:00pm Saturday May 13th, 2023 for a graduation ceremony.
 - d. **LaVergne High School** will have use of the facilities from 8:00am until 11:00am Thursday May 11th, 2023 for a graduation rehearsal and from 2:30pm until 5:30pm Sunday May 14th, 2023 for a graduation ceremony.
 - e. **Riverdale High School** will have use of the facilities from 1:00pm until 4:00pm Thursday May 11th, 2023 for a graduation rehearsal and from 7:00pm until 10:00pm Sunday May 14th, 2023 for a graduation ceremony.
 - f. **Stewarts Creek High School** will have use of the facilities from 8:00am until 11:00am Friday May 12th, 2023 for a graduation rehearsal and from 7:00pm until 10:00pm Friday May 12th, 2023 for a graduation ceremony.
 - g. **Oakland High School** will have use of the facilities from 8:00am until 11:00am Monday May 15th, 2023 for a graduation rehearsal and from 7:00pm until 10:00pm Monday May 15th, 2023 for a graduation ceremony.
 - h. **Siegel High School** will have use of the facilities from 8:00am until 11:00am Monday May 16th, 2023 for a graduation rehearsal and from 7:00pm until 10:00pm Tuesday May 16th, 2023 for a graduation ceremony.
 - i. **Central Magnet School** will have use of the facilities from 8:00am until 11:00am Wednesday May 17th, 2023 for a graduation rehearsal and from 7:00pm until 10:00pm Wednesday May 17th, 2023 for a graduation ceremony.

3. In its use of the facility, User shall have access to the following:

- a. Murphy Center Arena/Arena Floor/Track
- b. Murphy Center Green Room
- c. Murphy Center Auxiliary Gyms 1 & 2
- d. Murphy Center Dance Studios A & B

4. Payment for the use of the MCC is to be made as follows:

a. Murphy Center	\$750.00/school
b. Stage & Floor Cover	\$170.00/school
c. Tables	\$6.00/table
d. Chairs	\$1.00/chair
e. Video Boards	\$500.00/day
f. Video Options	\$945/\$2205/\$2520/\$2835
g. Parking Services	current rate
h. Production Services	current rate
i. Public Safety (Police)	current rate
j. Facilities Grounds Services	current rate
k. Custodial Services	current rate
l. Event Staff (BEST)	current rate
m. Medical Services (EMS)	\$70.00/team hour
n. General Labor	\$12.00/hour
o. Administrative Fee	\$30.00/hour
p. Event Technician	\$26.00/hour

Final payment is due no later than 30 days after the billing date, or all future User dates will be canceled.

5. The Institution retains 25 house seats to be used by staff/management for event observation or monitoring. User shall give Institution 25 tickets/passes for each event to be held under this Agreement, at no cost. Such tickets/passes shall not be used for purposes of resale.

If the event requires Institution to sell tickets, then the manner of purchasing, selling, and accounting for such tickets shall be set forth in an Addendum to this Agreement.

6. The Agreement is void unless the following criteria are met by the designated date:

- a. **Sign and return this Agreement to the MCC by March 6th, 2023.**
- b. **Proof of insurance, as stated in Section 15, is required upon execution of this Agreement.**

14. User agrees to comply with all Federal, State, and Municipal laws, rules, and regulations, as well as, Institution policies, procedures, and guidelines.
15. The User shall maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The User shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law, with Employer's Liability Limits of \$100,000. The User shall deliver to the Institution a certificate of insurance no later than the effective date of the Agreement. If any policy providing insurance required by the Agreement is cancelled prior to the policy expiration date, the User, upon receiving a notice of cancellation, shall give immediate notice to the Institution. The enumeration in the Agreement of the kinds and amounts of liability insurance shall not abridge, diminish or affect the User's legal responsibilities arising out of this Agreement.
16. Any and all claims against the Institution for personal injury and/or property damage resulting from the negligence of the Institution in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the Institution shall be expressly limited to claims paid by the Board of Claims or Claims Commission pursuant to T.C.A. Section 9-8-301, et. seq.
17. The parties shall abide by all applicable Federal and State laws pertaining to discrimination and hereby agree and assure that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of the party on the grounds of classifications protected by Federal or State law.
18. User warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to an officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to User in connection with work contemplated or performed relative to this Agreement.
19. User shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documentation of this Agreement, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of the final payment and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Institution or the State Comptroller of the Treasury, or their duly appointed representatives or a licensed independent public accountant.
20. User accepts the MCC in "as in" condition without any obligation by the Institution to alter or make changes in any of its physical facilities. User may at its own expense make alterations, installations, decorations, and like items provided it receives the prior written approval of the Institution to do so. This permission shall be in the Institution's sole discretion, after User submits to the Institution plans and layouts of such decoration, alterations, and installations for approval by Institution and/or for approval under any existing fire regulations or other government entity.

21. The Institution reserves the right to retain the use of RV, parking vendor, or other space to facilitate the auxiliary functions of the event, such as food and beverage service, or to provide display areas for the MCC sponsors. The designation of such space shall be the sole discretion of the Institution and the identification of such space shall be provided by Manager of MCC upon request from User.
22. Unless otherwise provided in an Addendum hereto, the Institution will furnish heat and air conditioning and light as provided by existing equipment and fixtures in the MCC during event hours and necessary set-up and take down hours. Any additional facilities or equipment required to furnish additional electrical current to meet the needs of User provided, however, that none shall be installed unless agreed by the Institution in writing in advance. Any additional electrical current required by User will be paid by User at the prevailing rate, as may be established by the Institution. Institution shall not be liable for the failure of lighting, sound or other equipment or service provided by Institution.
23. The Institution reserves the right to display lighted signs, banners, flyers, posters, or other signage promoting events or sponsors of the Institution. The Institution may also make public announcements promoting events or sponsors of the Institution throughout the course of the event covered by this Agreement provided that none of these announcements are done in conflict with the production of the event covered by this Agreement, as determined by the Institution.
24. User has the right to inspect the facilities with a representative of the MCC prior to, during, and/or after the term of this Agreement.
25. This Agreement may be terminated by either party upon 90 days written notice to the other party prior to the event. This Agreement may be terminated by Institution without the above described notice upon grounds that the Facility has been rendered unusable or the activity has been canceled due to an Act of God. The Institution may terminate this Agreement if it becomes aware of any threat to personal or public safety arising at the intended time of use. The Institution may also terminate this Agreement without the above described notice and without liability if User fails to comply with all University policies, rules, regulations, conditions, and financial terms of the University, including, but not limited to, all public health requirements related to COVID-19 issued by federal, state, and local authorities as they may be updated from time to time.

Notwithstanding any other provision in the Agreement, if this Agreement is canceled by the User less than 90 days prior to the event, or if the User violates any of the terms, stipulations, conditions or covenants provided herein, the Institution shall have the right and option to terminate this Agreement in its sole discretion. Such a violation shall, at the option of the Institution, constitute forfeiture of all moneys and deposits previously paid to the Institution, the same to be treated as partial liquidated damages, and no portion thereof shall be returned to the User. The full rental fee shall be payable by User to the Institution plus all expenses incurred by the Institution.

26. This Agreement may be modified only by written amendment executed between the parties.
27. It is understood and agreed that this Agreement contains the entire Agreement between the

- parties.
28. It is understood and agreed that Institution is a tobacco-free Institution, and the MCC is a tobacco-free facility.
29. PCI DSS Compliance. If the User will accept credit or debit cards in its performance under this Agreement, User agrees that it will at all times during the performance of this Agreement comply with current Payment Card Industry Data Security Standards (PCI-DSS standards).
30. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b) have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with, attempting to obtain, or performing a public (Federal, State, or Local) transaction or embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b) of this certification; and
 - d) have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
31. In its sole discretion, Institution reserves the right to require the User to have EMS personnel present during its use of the facility. If the presence of EMS personnel is required by the Institution or desired by the User, Institution shall retain the services of EMS personnel, and User shall reimburse Institution for the cost of such services. Institution shall have no responsibility or liability for the absence, presence, or activities of such EMS personnel.
32. Illegal Immigrants. By its authorized signature on this Agreement, User is attesting that it will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in the performance of this Agreement. If User is discovered to have breached this attestation, it shall be prohibited from contracting with any Tennessee state entity for a period of one (1) year from the date of discovery of the breach. User may appeal the one (1) year by utilizing the established appeals process.
33. Iran Divestment Act. The requirements of T.C.A. § 12-12-101 et seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Agreement. The User agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to T.C.A. § 12-12-106.
34. The User shall be registered with the Tennessee Department of Revenue for the collection

of Tennessee sales and use tax **and** must provide a copy of its certificate of registration to Institution. This registration requirement is a material requirement of this Agreement. However, nothing in this section shall require the User to register if the User does not make sales to customers in Tennessee of taxable goods or services. If the User does not make sales to customers in Tennessee of taxable goods or services and marks **Not Applicable** below, its authorized signature on this Agreement shall serve as certification of compliance with this requirement.

Mark as appropriate: **Certificate provided** _____ **OR** **Not applicable** _____

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

RUTHERFORD COUNTY BOARD OF EDUCATION

MIDDLE TENNESSEE STATE UNIVERSITY

BY: _____

BY: _____

NAME: _____

NAME: Shirman A. Thomas

TITLE: _____

**TITLE: Executive Director, Procurement
Logistic Services**

DATE: _____

DATE: _____

MEMORANDUM

DATE: February 8, 2023
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline (1)

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for possession of a handgun on school property, robbery, and reckless endangerment.

According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Code of Ethics	Descriptor Code: 1.106	Issued Date: 01/15/09
		Rescinds: 1-42	Issued:

CODE OF ETHICS

RUTHERFORD COUNTY BOARD OF EDUCATION

Section 1. Definitions.

- (1) "School district" means the Rutherford County Board of Education, which was duly created by a public or private act of the General Assembly; and which includes all boards, committees, commissions, authorities, corporations or other instrumentalities appointed or created by the school district or an official of the school district.
- (2) "Officials and employees" means and includes any official, whether elected or appointed, officer, employee or servant, or any member of any board, agency, commission, authority or corporation (whether compensated or not), or any officer, employee or servant thereof, of the school district.
- (3) "Personal interest" means, for the purpose of disclosure of personal interests in accordance with this Code of Ethics, a financial interest of the official or employee, or a financial interest of the official's or employee's spouse or child living in the same household, in the matter to be voted upon, regulated, supervised, or otherwise acted upon in an official capacity.

Section 2. Disclosure of personal interest in voting matters. An official or employee with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and to be included in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's or employee's vote on the measure. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from voting on the measure.

Section 3. Disclosure of personal interest in non-voting matters. An official or employee who must exercise discretion relative to any matter other than casting a vote and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion when possible, the interest on the attached disclosure form and file the disclosure form with the school district's central office. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from the exercise of discretion in the matter.

Section 4. Acceptance of gifts and other things of value. An official or employee, or an official's or employee's spouse or child living in the same household, may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the school district

1 that a reasonable person would understand was intended to influence the vote, official action or judgment
2 of the official or employee in executing decision-making authority affecting the school district.

3 It shall not be considered a violation of this policy for an official or employee to receive entertainment,
4 food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in
5 connection with a conference sponsored by an established or recognized statewide association of school
6 board officials or by an umbrella or affiliate organization of such statewide association of school board
7 officials.

8 **Section 5. Real Estate Matters.** Without limiting any other provision of this Policy or any other Policy,
9 for contracts with the Board for the purchase, sale, acquisition, or disposition of land or interests in land,
10 no Board member may vote, take any action as a Board Member, or participate in discussion on any
11 matter related thereto in which the Board Member is directly interested or has a personal interest without
12 first publicly disclosing the same. For the purpose of defining “directly interested” on matters involving
13 the purchase, sale, acquisition, or disposition of land or interests in land, “directly interested” means any
14 contract with the board member or with any business in which the board member is a sole proprietor,
15 partner, member, shareholder, or the holder or recipient of any financial interest.
16

17 **Section 6. Ethics Complaints.** The school district may create a School District Ethics Committee (the
18 “Ethics Committee”) consisting of three members who will be appointed to one-year terms by the
19 Chairman of the Board of Education with confirmation by the board of education. At least two members
20 of the committee shall be members of the board of education. The Ethics Committee shall convene as
21 soon as practicable after its appointment and elect a chair and a secretary. The records of the Ethics
22 Committee shall be maintained by the secretary and shall be filed in the office of the director of schools,
23 where they shall be open to public inspection.

24 Questions and complaints regarding violations of this Code of Ethics or of any violation of state law
25 governing ethical conduct should be directed to the chair of the Ethics Committee. Complaints shall be
26 in writing and signed by the person making the complaint, and shall set forth in reasonable detail the
27 facts upon which the complaint is based.

28 The School District Ethics Committee may investigate any credible complaint against an official or
29 employee charging any violation of this Code of Ethics, or may undertake an investigation on its own
30 initiative when it acquires information indicating a possible violation, and make recommendations for
31 action to end or seek retribution for any activity that, in the Committee’s judgment, constitutes a violation
32 of this Code of Ethics. If a member of the Committee is the subject of a complaint, such member shall
33 recuse himself or herself from all proceedings involving such complaint.

34 The Committee may:

- 35 (1) refer the matter to the Board Attorney for a legal opinion and/or recommendations for action;
- 36 (2) in the case of an official, refer the matter to the school board body for possible public censure if
37 the board body finds such action warranted;

- 1 (3) in the case of an employee, refer the matter to the official responsible for supervision of the
2 employee for possible disciplinary action if the official finds discipline warranted;
3 (4) in a case involving possible violation of state statutes, refer the matter to the district attorney for
4 possible ouster or criminal prosecution;

5 The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting
6 and enforcing this Code of Ethics. When a violation of this Code of Ethics also constitutes a violation
7 of a personnel policy or a civil service policy, the violation shall be dealt with as a violation of the
8 personnel or civil service provisions rather than as a violation of this Code of Ethics.

Legal Reference:

1. Tenn. Code Ann. § 2-10-122, et seq.

Cross References:

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Annual Operating Budget	Descriptor Code: 2.200	Issued Date: 07/07/22
		Rescinds: 2.200	Issued: 11/15/16

1 *General*

2 All school system budgets are the operational plans stated in financial terms which describe the programs
3 to be conducted during the fiscal year beginning July 1 ending June 30 the following year.¹

4 *Central Office*

5 **PREPARATION PROCEDURES**

6 Budget planning shall include an analysis of previous staffing, curriculum and facilities, and projections
7 requiring additional staffing, curriculum modifications, and additional facilities.

8 The budget proposal should be balanced, consistent with board policy and contract conditions, to include
9 provisions for:

- 10 • Programs to meet the needs of the entire student body;
- 11 • Staffing arrangements adequate for proposed programs;
- 12 • Maintenance of the district's equipment and facilities; and
- 13 • Efficiency and economy.

14 Budget preparation shall be the responsibility of the director of schools.² The director of schools will
15 establish procedures for the involvement of staff, including requests from department heads and
16 principals, all of whom shall seek advice and suggestions from other staff and faculty members.

17 The director of schools and the chairman of the board shall develop a budget preparation calendar no
18 later than January 1 of the current school year. The calendar shall be used as a guide for coordinating the
19 budgetary activities of individuals and groups, collecting budget data, reviewing budget problems, and
20 making budget decisions.

21 **HEARING AND REVIEWS**

22 The proposed budget will be available for inspection by various interested citizens or groups in the office
23 of the director of schools.

24 **FINAL ADOPTION PROCEDURE**

25 The board shall submit a proposed budget in accordance with the budget timeline established by the
26 board and county commission.³ If a budget timeline is not agreed upon, the board shall submit a
27 proposed budget to the County Commission no later than May 1st 15th.³ If the proposed budget is

1 rejected, the board shall submit a revised budget proposal within ten (10) business days after receiving
2 notice of the rejection.⁴

3 Within thirty (30) days after the beginning of each fiscal year, the director of schools or his/her
4 designee shall submit to the Commissioner of Education a complete and certified copy of its entire
5 school budget for the current school year.⁵

6

Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-42
2. TCA 49-2-203(a)(9)
3. TCA 5-9-402(d)(4)
4. TCA 5-9-402(d)(5)(C)
5. TCA 49-2-301(b)(1)(X); TRR/MS 0520-01-02-.13(2)(a)

Cross References

Role of the Board of Education 1.101
Executive Committee 1.301

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: <h2 style="text-align: center;">Pandemic/Epidemic Emergency Cleaning</h2>	Descriptor Code: 3.204	Issued Date: 07/09/20
		Rescinds:	Issued:

- 1 During a period of declared pandemic or epidemic, the Director of Schools and/or his/her designee
- 2 shall develop guidance documents that establish expected practices for all employees and bus
- 3 contractors. Guidance shall be designed in conjunction with all relevant Department Heads and it shall
- 4 be in line with Centers for Disease Control and Prevention (CDC), State, Local, and Board policies and
- 5 guidelines to the greatest extent possible.

- 6 The Director of Transportation will provide a guidance document to all bus contractors for distribution
- 7 to all drivers. Maintaining a clean bus in line with CDC, State, Local and Board policies during a
- 8 pandemic/epidemic shall be considered a required safety condition under Board Policy 3.405.

Cross References

- Emergency Preparedness Plan 3.202
- Care of School Property 6.311
- Contracted Bus Service 3.405

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Pandemic/Epidemic Face Covering/Mask Requirement	Descriptor Code: 3.2041	Issued Date: 07/28/20
		Rescinds:	Issued:

1 During active periods of a declared pandemic/epidemic related to COVID-19, the below provisions shall
2 apply:

3 **General:**

- 4 1. All persons on Rutherford County Board of Education property unable to practice social
5 distancing of at least six feet in all direction must wear a face covering or a mask.
- 6 2. Individuals medically unable to comply must speak with the supervisor of the property to discuss
7 possible alternatives.
- 8 3. Face coverings/masks must comply with building-specific dress codes.
- 9 4. No children under the age of two will be required to wear a face covering or mask.
- 10 5. This policy shall automatically expire on the last day of the 2020-2021 school year, or earlier if
11 deemed appropriate by the Director of Schools.
- 12 6. The Director of Schools may create procedures that allow accommodations and alternatives for
13 the mask requirement when necessary for instruction and/or safety.

14 **Faculty/Staff/Contractors:** All faculty, staff, and contractors are required to wear cloth face coverings
15 or masks when social distancing of a minimum of six feet in all directions is not possible. Faculty, staff,
16 and contractors who have a legitimate medical condition related to this requirement should contact their
17 supervisor to discuss alternatives.

18 **Visitors:** All visitors, with the exception of children under the age of two, are required to wear a cloth
19 face covering or mask when social distancing of a minimum of six feet in all directions is not possible.
20 Visitors with a legitimate medical limitation should contact the supervisor of the building they seek to
21 visit to discuss alternatives.

22 **Students:** All students are required to wear cloth face coverings or masks when social distancing of a
23 minimum of six feet in all directions in not possible. Students with a legitimate medical condition that
24 impacts this requirement may be afforded alternatives. The parents/guardians of the student should
25 contact his/her school's Section 504 Coordinator and/or Special Education Case Manager for further
26 assistance.

Legal References

1. TCA 49-6-4215; TCA 49-1-302(2)(j)
2. TCA 49-2-203(a)(2)

Cross References

- Discipline Procedures 6.313
- Suspension/Expulsion/Remand 6.316
- Crisis Management 3.203
- Role of the Board of Education 1.101

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Facilities Planning	Descriptor Code: 3.208	Issued Date: 12/12/13
		Rescinds:	Issued:

1 The director of schools shall present an annual assessment of facility needs to the Board by the end of
2 **December February**. The needs assessment shall include a review of each school site. Each principal
3 shall prepare the assessment for his/her school with input from staff, parents and community leaders.

4 The individual school needs assessment shall include the following information:

- 5 1. building, site and utility deficiencies
- 6 2. maintenance issues
- 7 3. number of classrooms with class sizes
- 8 4. population and enrollment projections
- 9 5. community needs
- 10 6. other information as directed

11 The system-wide needs assessment shall include the following information:

- 12 1. individual school assessments
- 13 2. system-wide population growth projections
- 14 3. industrial and business forecasts
- 15 4. other information as deemed necessary

16 **ASBESTOS¹**

17 The director of schools shall maintain an Asbestos Management Plan for all buildings leased, owned,
18 or otherwise used as school buildings and maintain and update the plan to keep it current with ongoing
19 operations and maintenance, periodic surveillance, inspection, re-inspection, and response action
20 activities.

21 The director of schools shall:

- 22 A. annually publish a notification on the Asbestos Management Plan availability and the status of
23 asbestos activities;
- 24 B. educate and train maintenance and custodial staff about asbestos and how to deal with it, in
25 accordance with state and federal statutes;

- 1 C. notify short-term or temporary workers on the locations of the building materials containing
2 asbestos;
- 3 D. post warning labels in routine maintenance areas where asbestos was previously identified or
4 assumed;
- 5 E. follow set plans and procedures designed to minimize the disturbance of building materials
6 containing asbestos; and
- 7 F. survey the condition of these materials every six (6) months to assure that they remain in good
8 condition.
- 9 The director of schools shall designate an Asbestos Hazard Emergency Response Act (AHERA)
10 Manager as the designated Asbestos Program Coordinator. All inquiries regarding the asbestos plan
11 and asbestos-related issues should be directed to the AHERA Manager.

Legal References:

1. 40 C.F.R. § 763.91-93

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Energy Use and Conservation	Descriptor Code: 3.211	Issued Date: 08/15/13
		Rescinds: 3.211	Issued: 03/14/13

PURPOSE

The Rutherford County Board of Education is responsible for the efficient use of all natural resources required by the District. ~~In keeping with this responsibility,~~ the District shall provide leadership in developing a realistic energy use ethic, by increasing awareness of energy needs and their associated costs in the operation of District facilities, in order to conserve on energy while maintaining a comfortable environment.

STATEMENT OF POLICY

The District's success in achieving an effective energy use, conservation and efficiency program requires and depends upon cooperation at all levels. Therefore, every employee, student, school volunteer and contractor is expected to contribute to and actively participate in the District's energy conservation and efficiency program, and to be an "energy saver" as well as an "energy consumer."

~~Implementation of~~ the District's energy use and conservation ~~policy~~ shall be the joint and collective responsibility of the District's Board of Education, administration, teachers, staff, students and volunteers. While primary accountability and responsibility for management and administration of the District's energy conservation ~~and efficiency program shall lie~~ with the District's Director of Schools or his/her designee, the District's administrative staff shall assist the Director of Schools or Designee as needed in implementing, managing, directing, monitoring, evaluating ~~and reporting~~ District conservation and efficiency in the use of energy.

The District shall, under the supervision and direction of its Director of Schools or designee, maintain accurate records of energy consumption and associated costs at each school site and shall periodically provide information on the goals and progress of the District's energy conservation ~~program~~. The judicious use and management of various energy systems at each school facility shall be the joint responsibility of the administrative, instructional and custodial staff of each such facility, acting in concert with the District's Engineering Department and its Assistant Superintendent of Engineering.

The District's Director of Schools or designee shall develop, in cooperation with and with assistance from such others as may be necessary, and shall thereafter disseminate, the appropriate short and long range administrative guidelines ~~or regulations~~ necessary to implement and administer the District's energy awareness, management and conservation programs.

The Director of Schools shall monitor compliance with the following:

- (1) Maintenance of the learning environment shall always take precedence over energy

1 conservation measures;

2 (2) The District shall amend its policies and action plans to as required to strive for continuing
3 compliance with the most recent adoption of the American Society of Heating, Refrigeration
4 and Air Conditioning Engineers (ASHARE) Standards 90.1 (minimum standard for energy
5 efficiency), 62.1 (minimum standard for indoor air quality) and 55 (minimum standard for
6 human comfort).

7 **ENERGY SAVINGS CALCULATIONS**

8 ~~Proceeds from the Energy Efficiency Fund will be utilized to implement energy conservation~~
9 ~~measures. A percentage of the energy savings recognized will be re-invested into the facilities to~~
10 ~~continue developing energy conservation strategies and upgrade equipment. Energy savings will be~~
11 ~~calculated on a school year basis. Total energy consumption (electricity, water, gas, demand factors,~~
12 ~~etc.) will be analyzed and compared to previous years of operation to determine savings. Climatic~~
13 ~~temperature extremes, facility size, and student census will be included in the energy conservation~~
14 ~~savings analysis to establish baseline indices.~~

15 ~~These calculations will become effective in the 2013-2014 fiscal year.~~

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Student Insurance Program	Descriptor Code: 3.601	Issued Date: 01/15/09
		Rescinds: 5-22	Issued: 01/15/09

1 Group accident insurance shall be permitted for the students in the various schools subject to the
2 following conditions:

- 3
4 1. It shall not be the responsibility of the school to handle premiums.
- 5
6
7 2. Claims shall be made directly to the insurance company by the parent or guardian and not to
the school, but accident reports made out by school personnel shall be available for purposes
of information.
- 8
9
10 3. One group accident insurance company shall provide coverage for the entire county. The
choice of the company shall be made annually by a majority vote of the principals. This shall
be approved by the director of schools and authorized by the Board of Education.

11 Files will be maintained in the principal's office listing students subscribing to the plan.

12 The principal shall ensure that each student, before participating in interscholastic athletics, either
13 purchases the insurance policy offered or presents a statement signed by the parent(s) which assures
14 the school that the parent(s) has personal insurance or is willing to accept all financial responsibilities
15 related to participation and travel. Forms for such permission and agreements will be furnished by the
16 principal and will be kept on file in the principal's office.

Cross References:

Interscholastic Athletics 4.301

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Promotion and Retention	Descriptor Code: 4.603	Issued Date: 06/05/19
		Rescinds: 4.603	Issued: 01/05/09

1 *General*

2 All promotion and retention decisions shall be made on a case-by-case basis and comply with state and
3 federal law. All decisions shall be made in consultation with a student's IEP and/or 504 team, if
4 applicable.¹

5 Students who have difficulty in achieving the requirements for promotion may be considered for
6 retention. Schools shall identify these students by February 1st. Factors used to identify students for
7 retention shall include:²

- 8 1. Ability to perform at the current grade level;
- 9
- 10 2. Results of local assessments, screening, or monitoring tools;
- 11
- 12 3. State assessments, as applicable;
- 13
- 14 4. Home Literacy Reports;³
- 15
- 16 5. Overall academic achievement of the student;
- 17
- 18 6. Likelihood of success with more difficult material if promoted to the next grade;
- 19
- 20 7. Attendance record; and
- 21
- 22 8. The student's maturity.

23 Students may be identified for retention after the February 1st deadline if the delay in identifying a
24 student is due to:⁴

- 25 1. Date of enrollment;
- 26
- 27 2. Additional information acquired after results of local assessment, screening, or monitoring are
28 released; or
- 29
- 30 3. Other extenuating circumstances.

31

1 PROMOTION PLANS⁵

2 When a student is identified for retention, the student's parent(s)/guardian(s) shall be notified within
3 fifteen (15) calendar days, and an individualized promotion plan shall be developed to help the student
4 avoid retention. The plan shall be developed in coordination with the student's teachers, IEP or 504
5 team, if applicable, and may also include input from the student's parent(s)/guardian(s), school
6 counselor, or other appropriate school personnel.

7 Promotion plans shall incorporate evidence-based strategies, including expectations and measurements
8 that will verify whether a student has made sufficient progress to be promoted to the next grade level,
9 and be tailored to the student's learning needs. Promotion plans for students in third and fourth grade
10 will include additional requirements for promoting students in these grades. A copy of the plan will be
11 provided to the student's parent(s)/guardian(s), and the school shall offer the opportunity for a parent-
12 teacher conference to discuss the plan. If a student is not making progress on the promotion plan, then
13 the strategies shall be modified. Parent(s)/guardian(s) shall be provided with any changes to the
14 promotion plan.

15 A student who demonstrates sufficient academic progress according to his/her promotion plan shall be
16 promoted to the next grade level unless retention is required per additional requirements for students in
17 third and fourth grade.⁶

18 If a student has not demonstrated sufficient academic progress according to his/her promotion plan by
19 the end of the school year, the student shall be eligible to enroll in a summer reading or learning
20 program, if available. Parent(s)/guardian(s) shall be notified of a decision for retention at least ten (10)
21 calendar days prior to the start of the next school year if the student was enrolled in a summer program.
22 However, if the student wasn't enrolled in a summer program, the parent(s)/guardian(s) shall be
23 notified of a decision for retention at least thirty (30) calendar days prior to the start of the next school
24 year.⁷

25 RETENTION⁶

26 A student may be retained when such retention is in the best interests of the student or when retention
27 is required per additional requirements for students in third and fourth grade.

28 *Decision of Retention – General⁸*

29 If a student is retained, the Director of Schools/designee shall develop an individualized academic
30 remediation plan within thirty (30) calendar days after the beginning of the next school year. A copy of
31 the plan shall be provided to the student's parent(s)/guardian(s) within ten (10) calendar days of its
32 development. The plan shall include at least one of the following strategies:

- 33 1. Adjustment to the current instructional strategies or materials;
- 34 35 2. Additional instructional time;
- 36 37 3. Individual tutoring;
- 38

- 1 4. Modification to the student's classroom assignment to ensure the student receives
2 instruction from a teacher with a level of overall effectiveness of above expectations (level
3 4) or significantly above expectations (level 5); or
4
- 5 5. Attendance or truancy interventions.

6 A student shall not be retained more than once in any grade. The progress of students who are retained
7 shall be closely monitored and reported to parent(s)/guardian(s) at least three (3) times during the
8 school year in which the student is retained. The Director of Schools shall develop procedures to
9 ensure appropriate recordkeeping of students who are retained.

10 *Decision of Retention – Third Grade*⁹

11 Third grade students shall not be promoted to the next grade unless they are determined to be
12 proficient (i.e., receive a performance level rating of “on track” or “mastered”) in English language arts
13 (ELA) based on the student's most recent TCAP test.

14 Students who are not proficient in ELA may still be promoted if the following conditions are met:

- 15 1. A student in third grade receiving a performance level rating of “approaching” on the ELA
16 portion of the student's most recent TCAP test may be promoted if:

- 17
- 18 a. The student is an English language learner and has received less than two (2) full years
19 of ELA instruction;
- 20 b. The student was previously retained in grades K-3;
- 21 c. The student is retested before the next school year and scores proficient in ELA;
- 22 d. The student attends a learning loss bridge camp before the next school year, maintains a
23 ninety percent (90%) attendance rate, and demonstrates adequate growth on the post-
24 test at the end of the camp; or
- 25 e. The student receives tutoring for the entirety of the next school year in accordance with
26 state law.

- 27
- 28 2. A student in third grade receiving a performance level rating of “below” on the ELA portion of
29 the student's most recent TCAP test may be promoted if:

- 30
- 31 a. The student is an English language learner and has received less than two (2) full years
32 of ELA instruction;
- 33 b. The student was previously retained in grades K-3;
- 34 c. The student is retested before the next school year and scores proficient in ELA; or
- 35 d. The student attends a learning loss bridge camp before the next school year, maintains a
36 ninety percent (90%) attendance rate, and receives tutoring for the entirety of the next
37 school year in accordance with state law.

38 *Decision of Retention – Fourth Grade*⁹

39 Students in the following categories shall show adequate growth in the following ways before being
40 promoted to the fifth grade:

- 1 1. A student who is promoted to the fourth grade due to receiving tutoring for the entirety of the
2 next school year in accordance with state law or because of attending a learning loss bridge
3 camp must maintain a ninety percent (90%) attendance rate; and
4
- 5 2. A student receiving tutoring for the entirety of the next school year in accordance with state law
6 shall be required to show adequate growth on the fourth grade ELA portion of TCAP before the
7 student may be promoted to fifth grade.

8 A student shall not be retained more than once in fourth grade.

9 *Decision of Retention – Students with Disabilities*¹⁰

10 Retention and promotion decisions shall be made on a case-by-case basis and in consultation with the
11 student's IEP and/or 504 team to determine whether the student's performance on the ELA portion of
12 TCAP was due to the student's disability. The school district shall not retain a student with a disability
13 or a suspected disability that impacts their ability to read.

14 **APPEALS**^{7,11}

15 When a student is identified for retention, the parent(s)/guardian(s) shall be notified about the decision
16 to retain the student and provided with information on the right to appeal the decision. Appeals shall be
17 made to a committee appointed by the principal within **five (5) business days**. The student and his/her
18 parent(s)/guardian(s) shall be provided written or actual notice of the appeal hearing and shall be given
19 the opportunity to address the committee. The committee shall conduct a hearing within **five (5) business**
20 **days** to determine if the student will be promoted and issue such decision within **five (5) business**
21 **days**. Upon notification of the committee decision, the principal shall send written notification to the Director
22 of Schools/designee and the parent(s)/guardian(s). The notification shall advise parent(s)/guardian(s) of
23 their right to appeal such action within **five (5) business days** to the Director of Schools/designee.

24 The appeal shall be heard no later than ten (10) business days after the request for appeal is received. A
25 decision shall be issued within **five (5) business days**.

26 Within five (5) business days of the Director of Schools/designee rendering a decision, the student's
27 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.
28 Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee.
29 The action of the Board shall be final.

30 For students where retention is required per the additional requirements for students in third and fourth
31 grade, parent(s)/guardian(s) may appeal this decision directly to the Department of Education in
32 accordance with state law.¹²

Legal References

1. 20 USCA § 1400 *et seq.*; 29 U.S.C. § 794 (Section 504); TRR/MS 0520-01-03-.16; TCA 49-6-3115
2. TRR/MS 0520-01-03-.16(5)
3. TCA 49-1-905(e)
4. TRR/MS 0520-01-03-.16(4)
5. TRR/MS 0520-01-03-.16(6)
6. TRR/MS 0520-01-03-.16(6)(f)
7. TRR/MS 0520-01-03-.16(6)(e)
8. TRR/MS 0520-01-03-.16(6)(g)
9. TRR/MS 0520-01-03-.16(7)
10. 29 U.S.C. § 794 (Section 504); 20 USCA § 1400 *et seq.*; TRR/MS 0520-01-03-.16(7)(e)
11. TRR/MS 0520-01-03-.16(3); TRR/MS 0520-01-02-.17(7); TCA 49-6-3102(e)(1)
12. TRR/MS 0520-01-03-.16(7)(f)

Cross References

Credit Recovery 4.210
Grading System 4.600
Reporting Student Progress 4.601
Attendance 6.200
Student Assignments 6.205
Homeless Students 6.503
Student Records 6.600

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Credit for Prior Courses	Descriptor Code: 4.604	Issued Date: 01/30/20
		Rescinds:	Issued:

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

4 1. Students shall be given the same comprehensive examination for the course as required for
5 students in grades nine (9) through twelve (12) who earn credit for graduation;

6 ~~2. The examination shall provide evidence that a student has mastered all of the terminal objectives~~
7 ~~in the applicable curriculum framework adopted by the State Board of Education and shall be~~
8 ~~scored and graded on the same scale as for students who are enrolled in the course;~~

9 ~~3. Students must have earned a grade of "B" or better in the course in order to qualify to take the~~
10 ~~examination; and~~

11 ~~4. Students must score a "B" or better on the examination in order to receive credit toward high~~
12 ~~school graduation.~~

13 2. Students must successfully complete the high school course evident by a passing grade in the
14 course prior to grade nine (9) in order to receive credit.

15 3. If a student attains an industry credential as promoted by the Department of Education while
16 completing the high school course prior to grade nine (9), the industry credential shall be included
17 for student performance, accountability measures, grading and high school graduation with honors
18 and distinction purposes.

19 The Director of Schools shall develop procedures for: and guidelines to ensure that proper credit is given.

20 ~~1. Making application for credit;~~

21 ~~2. Administering and scoring the examination; and~~

~~3. Recordkeeping to ensure that proper credit is given.~~

Legal References

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

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Graduation Requirements	Descriptor Code: 4.605	Issued Date: 05/04/21
		Rescinds: 4.605	Issued: 09/18/19

1 *General*

2 To meet the requirements for graduation, a student shall have attained an approved attendance, conduct
3 and subject matter record which covers a planned program of education, and such record shall be kept
4 on file in the high school.

5 The program of studies shall include areas and content required by the State Board of Education and
6 shall be flexible enough to facilitate progress from one stage of development to another, thus providing
7 for more effective student adjustment.

8 Students shall earn five (5) units of credit in order to be classified as a sophomore, eleven (11) units of
9 credit to be classified as a junior, and seventeen (17) units of credit to be classified as a senior.

10 Before high school graduation, every student seeking an RCS diploma shall:¹

- 11 1. Achieve the RCS-required twenty-three units of credit;
- 12 2. Take the required end-of-course exams;
- 13 3. Have satisfactory records of attendance and conduct;
- 14 4. Take the ACT or SAT in the 11th grade if enrolled in a Tennessee public school during their
15 11th grade year;² and
- 16 5. Pass a United States civics test.³

17 The curriculum for homebound students is an integral part of the general curriculum of each school;
18 therefore, homebound students shall also have the same participatory privileges with the following
19 stipulations:

- 20 1. The medical verification of the physical disability of the student to participate is provided to the
21 homebound teacher; and
- 22 2. The principal of the school be notified by May 1st of the current year by the homebound teacher
23 of the student's intent to participate in graduation rehearsals and exercises.

24 Students who have completed all graduation requirements will be awarded a regular diploma. Students
25 who complete all graduation requirements, but have not passed the proficiency test, will be awarded a
26 certificate of attendance.

27 Any enrolling or transferring students in grades eleven (11) or twelve (12) that are in the care of or
28 exiting the custody of the Department of Children's Services shall only be required to meet the minimum
29 requirements for graduation established by the State Board of Education

1 SPECIAL EDUCATION STUDENTS⁴

2 Special education students who earn the State-required twenty-two credit minimum shall be awarded a
3 regular high school diploma.

4 Students who have received the diplomas listed below shall continue to make progress towards a regular
5 high school diploma until the end of the school year in which they turn twenty-two (22) years old.

6 *Special Education Diploma*

7 A special education diploma shall be awarded to students who have not met the requirements for a regular
8 high school diploma⁵ but have:

- 9 1. Completed four (4) years of high school;
- 10 2. Made satisfactory progress on their IEP; and
- 11 3. Maintained satisfactory records of attendance and conduct.

12 *Occupational Diploma*

13 Special education students who do not meet the requirements for a regular high school diploma may be
14 awarded an occupational diploma if the student has:^{1,4}

- 15 1. Completed at least four (4) years of high school;
- 16 2. Made satisfactory progress on their IEP;
- 17 3. Maintained satisfactory records of attendance and conduct;
- 18 4. Completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment
19 (SKEMA); and
- 20 5. Has two (2) years of paid or non-paid work experience.

21 The decision to attain an occupational diploma shall be made at the conclusion of the student's 10th grade
22 year or two (2) academic years prior to the expected graduation date.

23 *Alternate Academic Diploma*

24 Special education students who do not meet the requirements for a regular high school diploma may be
25 awarded an alternate academic diploma if the student has:⁴

- 26 1. Completed at least four (4) years of high school;
- 27 2. Participated in the high school alternate assessment;
- 28 3. Earned the State-required twenty-two credit minimum;
- 29 4. Made satisfactory progress on their IEP;
- 30 5. Maintained satisfactory records of attendance and conduct; and
- 31 6. Completed a transition assessment that measures postsecondary education and training,
32 employment, independent living, and community involvement.

1 STUDENT LOAD

2 All full-time students in grades 9-12 shall be enrolled each semester in subjects that produce a minimum
3 of five (5) units of credit for graduation per year. Students with hardships and gifted students may appeal
4 this requirement to the Director of Schools and then to the Board.⁶

5 EARLY GRADUATION⁷

6 High school students shall be permitted to complete an early graduation program. Students intending to
7 graduate early shall inform the school principal of this intent prior to the beginning of 9th grade or as
8 soon thereafter as the intent is known.

9 In order to graduate early, students shall meet the following requirements:

- 10 1. Earn the required ~~eighteen (18)~~ **seventeen (17)** credits;
- 11 2. Achieve a benchmark score for each required end-of-course exam;
- 12 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 13 4. Meet the minimum ACT or SAT benchmark score;
- 14 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 15 6. Complete at least two (2) types of the following courses:
 - 16 a. AP;
 - 17 b. IB;
 - 18 c. Dual enrollment; or
 - 19 d. Dual credit.

20 The Director of Schools shall develop administrative procedures to ensure that the early graduation
21 program is conducted in accordance with state law.

Legal References

1. TCA 49-6-6001; State Board of Education Policy 2.103; TRR/MS 0520-01-03-.06
2. TCA 49-6-6001(b); State Board of Education Policy 2.103
3. TCA 49-6-408; State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06; State Board of Education Policy 2.103
5. TCA 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.06
7. TCA 49-6-8103; State Board of Education Policy 2.103

Cross References

Class Size Ratios 4.201
Honor Roll, Awards, & Class Ranking 4.602

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Evaluation	Descriptor Code: 5.109	Issued Date: 06/16/11
		Rescinds: 5.109	Issued: 12/03/09

1 The evaluation of performance and its effectiveness must be a cooperative and shared endeavor on the
2 part of the director of schools and administrative and supervisory personnel.

3 The Board shall use a state-approved model for evaluating administrative and supervisory personnel
4 and shall approve standard forms to be used in evaluating support personnel.

5 The director of schools is responsible for ensuring that all administrative and supervisory personnel are
6 evaluated annually.

7 **LICENSED TEACHING PERSONNEL**

8 The Board shall use guidelines developed by the State Board of Education for implementation of an
9 approved evaluation system. Annual evaluation shall be made of apprentice teachers who have not
10 gained tenure and a professional license. Professionally licensed educators will be evaluated pursuant
11 to statutory requirements. ¹

12 If the state-approved model is not used, the Board shall submit to the Commissioner of Education for
13 approval, an evaluation plan with implementation procedures, validation procedures and training plans.
14 The evaluation plan shall be reviewed at least annually for improvement and revision. All changes in
15 the evaluation system shall be submitted by July 1 prior to the proposed implementation year.

16 The Board shall annually submit for state review and approval, the evaluations and recommendations
17 of all apprentice teachers who are in their **final** apprentice year.² Evaluation deadlines for first and
18 second year apprentice teachers and professionally licensed teachers shall be May 1.³

19 Teachers shall be evaluated for the following purposes:

- 20 1. Accountability - to assure that evaluation considers the effectiveness in the classroom and in
21 the school.
- 22 2. Professional Growth - to provide a focus for professional growth in an area(s) which has the
23 greatest capacity for facilitating student performance.
- 24 3. Cohesive School Structure - to increase and focus the dialogue within schools on the goal(s)
25 of improved services to students.⁴

26 Evaluations will be conducted by a school administrator and/or designee(s). All evaluators shall be
27 trained and certified through state-sanctioned training in the evaluation procedures before conducting
28 evaluations. The principal shall be responsible for the final evaluation decision.⁴

1 Evaluations shall use multiple data sources which include but are not limited to:

- 2 1. Classroom or position observations including planning and reflecting information and/or
- 3 review;
- 4 2. Review of previous evaluations and an educator self-assessment;
- 5 3. Conferences;
- 6 4. Examination of professional growth;
- 7 5. Review of indicators of student progress; and
- 8 6. Examination of assessment techniques, results and applications.

9 As part of the evaluation process, a growth plan shall be developed for all teachers. The plan shall be
10 developed collaboratively by the teacher and the immediate supervisor and/or principal. The plan shall
11 include identified area(s) for growth, action plan, and progress reporting procedures. ⁴

12 *Local Level Grievance Procedure*

13 The Director of Schools shall develop procedures, consistent with state law, for processing evaluation
14 grievances.²
15

Legal References:

Cross References:

1. TRR/MS 0520-2-1-01
2. TRR/MS 0520-2-1-03
3. TRR/MS 0520-2-1-02 (1)(c)
4. TRR/MS 0520-2-1-02

Job Descriptions 5.103

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Code of Conduct	Descriptor Code: 6.300	Issued Date: 08/18/22
		Rescinds: 6.300	Issued: 08/12/21

1 The Board delegates to the Director of Schools the responsibility of developing specific codes of conduct
2 which are appropriate for each level of school.¹ Codes of conduct for students in pre-kindergarten or
3 kindergarten shall utilize alternative disciplinary practices such as restorative practices, RTI²B, multi-
4 teared system of supports, and behavior intervention plans. Exclusionary discipline shall only be used as
5 a measure of last resort.² The development of each code shall involve principals and staff members of
6 each level and shall be based on evidence-based behavior support and interventions.³

7 The following levels of misbehavior and disciplinary procedures and options are standards designed to
8 protect all members of the educational community in the exercise of their rights and duties and to
9 maintain a safe learning environment where orderly learning is possible and encouraged.⁴ These
10 misbehaviors apply to student conduct on school buses, on school property, and while students are on
11 school-sponsored outings. Staff members have the authority to enforce the code of conduct³ and shall
12 ensure that disciplinary measures are implemented in a manner that:⁵

- 13 1. Balances accountability with an understanding of traumatic behavior;
- 14
- 15 2. Teaches school and classroom rules while reinforcing that violent or abusive behavior is not
16 allowed at school;
- 17
- 18 3. Minimizes disruptions to education with an emphasis on positive behavioral supports and
19 behavioral intervention plans;
- 20
- 21 4. Creates consistent rules and consequences; and
- 22
- 23 5. Models respectful, non-violent relationships.

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

27 MISBEHAVIORS: LEVEL I

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

31 *Examples (not an exclusive listing)*

- 32 • Classroom disturbances

- 1 • Classroom tardiness
- 2 • Cheating and lying
- 3 • Abusive language
- 4 • Failure to do assignments or carry out directions
- 5 • Wearing, while on the grounds of a public school during the regular school day,
- 6 clothing that exposes underwear or body parts in an indecent manner that disrupts the
- 7 learning environment⁶
- 8 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 9 cyber-bullying, and/or hazing)

10 *Disciplinary Procedures*

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

18 *Disciplinary Options (not an exclusive listing)*

- 19 • Verbal reprimand
- 20 • Special assignment
- 21 • Restricting activities
- 22 • Counseling
- 23 • Withdrawal of privileges
- 24 • Issuance of demerits
- 25 • Strict supervised study
- 26 • Detention
- 27 • In-school suspension
- 28 • Community service
- 29 • Reteaching of expectations
- 30 • Restorative practices
- 31 • Behavior contract
- 32 • Mediation
- 33 • Mentoring

34 **MISBEHAVIORS: LEVEL II**

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

39 *Examples (not an exclusive listing)*

- 1 • Continuation of unmodified Level I misbehaviors
- 2 • School or class tardiness
- 3 • School or class truancy
- 4 • Using forged notes or excuses
- 5 • Disruptive classroom behavior
- 6 • Possession of a personal communication device when not authorized, if not drug related
- 7 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 8 cyber-bullying, and/or hazing)

9 *Disciplinary Procedures*

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

17 *Disciplinary Options (not an exclusive listing)*

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

1 MISBEHAVIORS: LEVEL III

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

4 *Examples (not an exclusive listing)*

- 5 • Continuation of unmodified Level I and II misbehaviors
- 6 • Fighting
- 7 • Vandalism (minor)
- 8 • Use, possession, sale, distribution, and/or being under the influence of tobacco, alcohol,
9 or a non-THC vape product
- 10 • Use, possession, sale, or distribution of drug paraphernalia
- 11 • Stealing
- 12 • Threats to others (including staff)
- 13 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
14 cyber-bullying, and/or hazing)
- 15 • Elopement from classroom/school building
- 16 • Possession of fireworks not deemed an explosive by law enforcement

17 *Disciplinary Procedures*

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

30 *Disciplinary Options (not an exclusive listing)*

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

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

5 **MISBEHAVIORS: LEVEL IV**

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

10 If a student's action poses a threat to the safety of others in the school, a teacher, principal, school
11 employee, or school bus driver may use reasonable force when necessary to prevent bodily harm or
12 death to another person.⁷

13 *Examples (not an exclusive listing)*

- 14 • Continuation of unmodified Level I, II, and III behaviors
- 15 • Death threats
- 16 • Extortion
- 17 • Vandalism
- 18 • Theft/possession/sale of stolen property
- 19 • Arson
- 20 • Sexual misconduct not resulting in a charge deemed a zero tolerance in Policy 6.309.
- 21 • Marketing/Possession/distribution/sale/transfer of any substance which is represented to
22 be or is substantially similar in color, shape, size or markings to a controlled substance
- 23 • Possession/use/sale/transfer of alcoholic beverages
- 24 • Possession/distribution of any drug paraphernalia
- 25 • Use/transfer of unauthorized substances
- 26 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
27 cyber-bullying, and/or hazing)
- 28 • Off-campus criminal behavior that results in the student being legally charged and/or
29 convicted with a felony or with what would have been a felony if the student were an
30 adult, and the student's continued presence in school poses a danger to persons or
31 property, or disrupts the educational process.⁶

32 *Disciplinary Procedures*

- 33 • The principal confers with appropriate staff members and with the student.
- 34 • The principal hears the accusations and allows the student the opportunity to explain
35 his/her conduct.
- 36 • The parent(s)/guardian(s) are notified.
- 37 • Law enforcement officials are contacted.
- 38 • The incident is reported, and recommendations are made to the Director of Schools.

- If the student's placement is to be changed, adequate notice of the charges shall be given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a hearing.

Disciplinary Options (not an exclusive listing)

- Other hearing authority or Board action which results in appropriate placement
- Long-term out-of-school suspension
- Expulsion up to one (1) year
- Alternative schools
- Other hearing authority or Board action which results in appropriate placement

MISBEHAVIORS: LEVEL V (ZERO TOLERANCE OFFENSES)

The below offenses have been deemed zero tolerance offenses under state law and by Board Policy. Except offenses deemed reasoned judgment offenses, notated with an asterisk, the below offenses shall result in an expulsion for a period of not less than one (1) calendar year, subject to modification by the Director of Schools on a case-by-case basis.⁸ Reasoned judgment offenses allow the principal to take into consideration intent and other factors to determine the appropriate level of discipline. For additional information, see Board Policy 6.309.

- Unlawfully using or being under the influence of any narcotic or stimulant drug, prescription drug, or any other controlled substance, **controlled substance analogue, or legend drug (including marijuana/THC)**⁹
- Possessing unlawfully any narcotic or stimulant drug, prescription drug, or any other controlled substance, **controlled substance analogue, or legend drug (including marijuana/THC)**⁹
- Sale/distribution/transfer of any narcotic or stimulant drug, prescription drug or any other controlled substance, **controlled substance analogue, or legend drug (including marijuana/THC)**⁹
- Possession of a firearm¹⁰
- Assault that results in bodily injury¹¹ upon any teacher, principal, administrator, any other employee of the school, or a school resource officer
- Aggravated assault¹²
- Bomb threat
- Possession of substances or devices deemed to be explosives by law enforcement
- Students charged with committing an on-campus violent felony listed in Board Policy 6.309
- Possession/use/transfer of dangerous weapons other than firearms.*
- Possession/use/transfer of other instruments and substances with the intent to do harm to self or others or in a manner that renders the item dangerous.*

Disciplinary Procedures

- The principal confers with appropriate staff members and with the student.

- 1 • The principal hears the accusations and allows the student the opportunity to explain
- 2 his/her conduct.
- 3 • The parent(s)/guardian(s) are notified.
- 4 • Law enforcement officials are contacted.¹³
- 5 • The incident is reported, and recommendations are made to the Director of Schools.
- 6 • If the student's placement is to be changed, adequate notice of the charges shall be
- 7 given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a
- 8 hearing.

9 *Disciplinary Options*

- 10 • For zero tolerance offenses, expulsion for no less than one (1) year. Student may make
- 11 application for modification to the Director of Schools.
- 12 • For reasoned judgement offenses marked with an asterisk:
- 13 ○ Suspension
- 14 ○ Remandment
- 15 ○ Expulsion up to one (1) year, with ability to apply for modification.

16 **ADDITIONAL GUIDELINES:**

- 17 1. A student shall not be suspended solely because charges are pending against him/her in
- 18 juvenile or other court, unless the charge is one identified in Policy 6.309 as a zero-tolerance
- 19 offense.
- 20 2. A principal shall not impose successive short-term suspensions that cumulatively exceed ten
- 21 (10) days for the same offense.
- 22 3. A teacher or other school official shall not reduce or authorize the reduction of a student's
- 23 grade because of discipline problems except in department or citizenship.
- 24 4. A student shall not be denied the passing of a course or grade promotion solely on the basis
- 25 of absences except as provided by Board Policy.
- 26 5. A student shall not be denied the passing of a course or grade promotion solely on the basis
- 27 of failure to:
 - 28 a. Pay any activity fee;
 - 29 b. Pay a library or other school fine; or
 - c. Make restitution for lost or damaged school property.

Legal References

1. TCA 49-6-4005
2. TCA 49-6-3024
3. TCA 49-6-2801
4. TCA 49-6-4002
5. TCA 49-6-4109
6. TCA 49-6-4009
7. TCA 49-6-4008
8. TCA 49-6-3401(g)(2); TCA 49-6-3402
9. TCA 39-17-454; TCA 53-10-101
10. 18 USCA § 921(a)(3); 20 USCA § 7961
11. TCA 39-13-101(a)(1)
12. TCA 39-13-102
13. TCA 49-6-4209; TCA 39-17-13-12; 20 USCA § 7961(h)(1)

Cross References

Traffic and Parking Controls 3.403
Procedural Due Process 6.302
Student Discrimination, Harassment, Bullying,
Cyber-bullying, and Intimidation 6.304
Title IX & Sexual Harassment 6.3041
Interference/Disruption of School Activities 6.306
Bus Safety and Conduct 6.308
Zero Tolerance Offenses 6.309
Dress Code 6.310
Corporal Punishment 6.314
Detention 6.315
Suspension 6.316
Safe Relocation of Students 6.4081

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Zero Tolerance Offenses	Descriptor Code: 6.309	Issued Date: 05/04/21
		Rescinds: 6.309	Issued: 01/30/20

1 ZERO TOLERANCE OFFENSES¹

2 State law and/or the Rutherford County Board of Education has classified certain offenses as requiring
3 a mandatory minimum of one (1) calendar year suspension upon a determination by the Principal that a
4 student has committed one (1) of these offenses, commonly referred to as zero tolerance offenses.
5 These offenses are threats to the health and safety of staff and students and intolerably disruptive to the
6 educational process. The following are offenses that automatically result in a suspension of not less
7 than one (1) calendar year, except as otherwise prohibited by federal law for students with disabilities.
8 On a case-by-case basis, the Director of Schools may modify the suspension through a request for
9 modification:

- 10 1. **DRUGS.**² Students shall not unlawfully possess, handle, transmit, use, be under the
11 influence of, share, or sell any drugs, or any controlled substances, on school grounds, at
12 school-sponsored events, or on school buses. “Drug” means any controlled substance,
13 controlled substance analogue, marijuana, **THC**, legend drug or any other substance whose
14 possession or use is regulated in any manner by any governmental authority. Exception:
15 Use of tobacco products is not a zero tolerance offense. See Board Policy 1.803
16 (Tobacco/Free Schools).
- 17 2. **FIREARMS.**³ Students shall not possess, handle, transmit, use, or attempt to use firearms
18 on school grounds, at school-sponsored events, or on school buses. This zero tolerance
19 policy applies irrespective of whether the firearm is loaded or unloaded.
- 20 3. **ASSAULT OF EMPLOYEE/SRO.** Students shall not commit aggravated assault⁴ or
21 assault that results in bodily injury upon any teacher, principal, administrator, any other
22 employee of the school, or school resource officer.⁴
- 23 4. **BOMB THREATS.** Students shall not make, aid, or encourage the making of a bomb
24 threat or bomb threat hoax.
- 25 5. **POSSESSION OF EXPLOSIVES.** Any student found in possession of any destructive
26 device, which includes any explosive, incendiary device or poison gas, including bombs,
27 grenades, rockets, missiles, mines or similar devices shall be subject to the zero tolerance
28 policy. Possession of fireworks altered or modified to constitute an explosive may be
29 considered a zero tolerance offense only if the altered fireworks are identified as an
30 explosive by law enforcement officials. For general possession of fireworks not deemed an
31 explosive by law enforcement, see Board Policy 6.300.
- 32
33
34
35
36

1 **6. ON-CAMPUS FELONIES.**⁵ Any student who commits any of the following felonies on
2 school grounds, at school-sponsored events, or on school buses and is subsequently charged
3 with said felony will be subject to the zero tolerance policy. These crimes inherently create
4 a serious risk to the health and safety of staff and students, and extraordinarily disrupt the
5 educational process. Off-Campus criminal behavior is addressed in Board Policy 6.300:
6

- 7 a. Rape (including aggravated)
- 8 b. Murder (including attempted)
- 9 c. Robbery (including aggravated or especially aggravated)
- 10 d. Kidnapping (including aggravated)
- 11 e. Aggravated Assault (Student does not have to be charged to be a zero tolerance if
12 elements of TCA 39-13-102 met)
- 13 f. Felony Reckless Endangerment
- 14 g. Sexual Battery (including aggravated)
- 15 h. Carjacking

16 **REASONED JUDGMENT OFFENSES**

17 State law and the Rutherford County Board of Education has identified other zero tolerance offenses
18 that, depending on the individual circumstances, may warrant a reasoned judgment by the Principal in
19 assigning discipline. These offenses may result in suspension, remandment, or expulsion up to one (1)
20 year. Students subject to expulsion may apply for modification to the Director of Schools utilizing the
21 same process as zero tolerance offenses listed above:

- 22 **1. WEAPONS OTHER THAN FIREARMS.** State law allows the school administrator to
23 use reasoned judgment when determining the punishment for the possession, use, handling
24 and/or transmission of items that may be classified as weapons other than firearms. The
25 definition of a weapon is broad since any object that could be used to inflict harm or injury
26 to another falls into that category. In determining punishment, the Principal will consider
27 the object determined to be the weapon, the circumstances surrounding the incident, and the
28 intent of the student charged with the weapons offense when making his/her decision. The
29 Principal may assign punishment, including remandment or suspension up to one (1)
30 calendar year based on these considerations. If a student is suspended for the maximum
31 time of one (1) year, the student and/or his/her parent/guardians may make application for
32 modification to the Director of Schools.
33
- 34 **2. OTHER INSTRUMENTS AND SUBSTANCES.** Students are further forbidden to be in
35 possession of or use any instruments or substances, including but not limited to
36 nonprescription drugs, chemicals, inhalants, pencils, scissors, razors or compasses, with the
37 intent to do harm to self or others or in a manner which renders the item dangerous in
38 school buildings or on school grounds, or on any grounds used for school purposes at any
39 time, or in school vehicles and/or buses or off the school grounds at a school-sponsored
40 activity, function or event.

1 NOTIFICATION

- 2 When it is determined that a student has violated this policy, the principal of the school shall notify the
3 student's parent(s)/guardian(s) and the criminal justice or juvenile delinquency system as required by
4 law.⁶

Legal References

1. TCA 49-6-3401(g); TCA 39-17-1309; TCA 49-6-4209; 18 USC 921
2. TCA 49-6-4202; TCA 53-10-101
3. 18 USC 921
4. TCA 49-6-3401(g)(1)(B)
5. TCA 49-6-3401(a)(14)
6. TCA 49-6-4209; TCA 39-17-1312; 20 USCA § 7961(h)(1)

Cross References

- Drug-Free Schools 6.307
Discipline Procedures 6.313
Suspension/Expulsion/Remand 6.316

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Alternative Education	Descriptor Code: 6.319	Issued Date: 09/03/20
		Rescinds: 6.319	Issued: 06/07/18

1 *General*¹

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

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

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

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

19 **ASSIGNMENT**

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

- 24 1. Level of supervision available;
- 25
- 26 2. Safety considerations; and
- 27
- 28 3. Type of infraction.

29 ~~Students who have committed zero tolerance offenses are not required to be assigned to alternative~~
30 ~~schools or programs.~~⁴

31

1 The Director of Schools/designee is not required to assign a student to the alternative school or program
2 if the student committed one of the following:

3 1. A zero tolerance offense;⁴ or

4
5 2. An offense of violence or threatened violence, or an offense that threatened the safety of other
6 students at the school, if the location of the alternative school or program is on the same grounds
7 as the school from which the student was disciplined.⁵

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

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

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

19 **REMOVAL⁷**

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

21 1. He/she violates the rules of the alternative school or program; or

22
23 2. He/she is not benefitting from the assignment and all interventions have been exhausted
24 unsuccessfully.

25 **ADDITIONAL OFFENSES⁸**

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

29 **TRANSITION PLAN⁹**

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

Legal References

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

Cross References

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

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Prevention and Treatment of Sports Related Concussions	Descriptor Code: 6.413	Issued Date: 11/15/16
		Rescinds: 6.413	Issued: 02/20/14

1 A concussion is a traumatic brain injury caused by a direct or indirect blow to the head or body. In order
 2 to ensure the safety of students that participate in interscholastic athletics, it is imperative that student
 3 athletes, coaches, and parents are educated about the nature and treatment of sports related concussions.
 4 The board recognizes that concussions can be a serious health issue and should be treated as such.

5 The board adopts the guidelines and other pertinent information and forms developed by the Tennessee
 6 Department of Health to inform and educate coaches, school administrators, student athletes, and
 7 parent(s) / guardian(s) of the nature, risk and symptoms of concussions and head injuries. These
 8 guidelines and materials may be viewed on the Department of Health's website and shall be made
 9 available to interested parties through the Central Office.

10 This policy shall govern all activities and those individuals involved in those activities which constitute
 11 an organized athletic game or competition against another team or in practice or preparation for an
 12 organized game or competition. It does not govern those activities or individuals involved in those
 13 activities which are entered into for instructional purposes only or those that are incidental to a
 14 nonathletic program or lesson.

15 **REQUIRED TRAINING ¹**

16 The director of schools shall ensure that each school's athletic director and coaches, employed or
 17 volunteer, annually complete the *Concussion in Sports – What You Need to Know* online course. This
 18 course may be accessed online at www.nfhslearn.com.

19 Prior to the annual initiation of practice or competition, the following persons must review and sign a
 20 concussion and head injury information sheet approved by the Tennessee Department of Health: the
 21 director of schools, licensed healthcare professionals (if appointed), each school athletic director, and
 22 each coach, employed or volunteer.

23 In addition, prior to the annual initiation of practice or competition, all student athletes and their parent(s)
 24 / guardian(s) shall review the concussion and head injury information sheet approved by the Tennessee
 25 Department of Health. A form confirming this review shall be signed and returned by the student athlete,
 26 if the athlete is eighteen (18) years of age or older; or by the student athlete's parent(s) / guardian(s), for
 27 athletes younger than eighteen (18) years of age.

28 All documentation of the completion of a concussion recognition and head injury safety education course
 29 program and signed concussion and head injury information sheets shall be maintained by the director
 30 of schools or his/her designee for a period of three (3) years.

1 **Removal from Athletics** ¹

2 Any student athlete who shows signs, symptoms and/or behaviors consistent with a concussion during
3 an athletic activity or competition shall be immediately removed for evaluation by a licensed healthcare
4 professional, if available, and if not, by the coach or other designated individuals.

5 No student athlete who has been removed from an athletic activity or competition due to a concussion
6 or suspected concussion shall be allowed to return to any supervised team activities involving physical
7 exertion, including games, competitions, or practices, until the student athlete has been evaluated by and
8 received written clearance on forms approved by the Department of Health from a licensed health care
9 provider for a full or graduated return. "Health care provider" means a Tennessee licensed medical
10 doctor (M.D.), osteopathic physician (D.O.), a clinical neuropsychologist with concussion training, or a
11 physician's assistant (P.A.) with concussion training who is a member of a health care team supervised
12 by a Tennessee licensed medical doctor or osteopathic physician.²

13 This requirement for clearance prior to a student athlete returning to an athletic activity shall not apply
14 if there is a legitimate explanation other than a concussion for the signs, symptoms, and/or behaviors
15 observed.

16 The director of schools or his/her designee shall ensure that all protocols approved by the Tennessee
17 Department of Health or required by law relative to the provisions of this policy are followed and
18 implemented within each school.

Legal References

1. TCA 68-55-502
2. Public Chapter No. 948

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Name, Image, and Likeness (NIL)	Descriptor Code: 6.604	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1
2
3
4
5

All student athletes must adhere to TSSAA rules regarding payment and representation. This extends to name, image, and likeness agreements. Payments provided to student athletes through private agreements shall not be the responsibility of the school district.

Legal References:

1.