

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

**AUGUST 22, 2024  
5:30 P.M.**

**AGENDA**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**Work Session:** Claire Maxwell

**Board Meeting:** Claire Maxwell

**3. MOMENT OF SILENCE**

**4. APPROVAL OF AGENDA**

**Recommended Motion - to approve the agenda as presented.**

**5. APPROVAL OF CONSENT AGENDA (TAB 1)**

**A. Minutes: August 8, 2024, Board Meeting Minutes**

**B. Nepotism:**

**Anna Archer – PE/Wellness Teacher – LaVergne High School**

**Ashley Penfold – SPED EA – Rutherford County Virtual School**

**David Wheeler – SPED EA – Riverdale High School**

**Tracy Harris – SPED EA – Smyrna High School**

**C. Community Use of Facilities**

**FACILITIES USE**

**8/22/2024**

**Fees**

Barfield Elementary

Church of God Assembly, gathering, 7/1/24  
– 7/1/25, \$81 per day, \*retro review

Barfield Elementary

RockOnMusic dba FineArtsMatter, music  
class, classroom, 9/9/24 – 12/16/24, \$15 per  
day per room

Christiana Middle	Believers Faith Fellowship, services, auditorium & cafeteria, 9/22/24 – 7/31/25, \$375 per day
Oakland High	TN Tempo FC Academy, practice, stadium/track, 12/2/24 – 2/27/25, \$1,035 per week
Oakland Middle	Alliance Volleyball Club, practice, gym, 10/15/24 – 5/1/25, \$18 per hour
Siegel Middle	Murfreesboro Little League, practice, softball field, 8/6/24 – 11/29/24, \$18 per hour, *retro review
Smyrna High	TN Fury Platinum Johnson 12u, practice, sports field, 8/17/24 – 7/25/25, \$36 per day, *retro review
Smyrna Middle	Lancaster Christian Academy, football games, stadium & facilities, 8/23/24 – 10/18/24, \$900 per game
Wilson Elementary	RockOnMusic dba FineArtsMatter, music class, classroom, 9/11/24 – 12/31/24, \$15 per day per room

### **No Fees**

Barfield Elementary	Girl Scouts Troop 2800, meetings, classroom, 9/3/24 – 5/22/25, no fees
Christiana Middle	Christiana Baseball & Softball Assoc., practice & games, sports field, 8/1/24 – 8/1/25, no fees
Eagleville	City of Eagleville, parking, parking lot, 9/28/24, no fees
Eagleville	City of Eagleville, parking, parking lot, 12/7/24, no fees
McFadden	Experience Church, parking, parking lot, 8/1/24 – 8/1/25, no fees (revised - previously approved 3/20/24)

Oakland Middle	Inner Light Family Theatre, rehearsal & performance, 11/20/24 – 11/23/24, no fees, **In-Kind Agreement
Oakland Middle	Top Notch, basketball practice, gym, 10/1/24 – 6/26/25, no fees, **In-Kind Agreement
Plainview Elementary	Believers Faith Fellowship, meeting, gym, 8/25/24 – 11/24/24, no fees, **In-Kind Agreement
Rockvale High	Rockvale Youth Football & Cheer, practice, sports field, 8/1/24 – 7/31/25, no fees, *retro review, **In-Kind Agreement

Note: Facility use prior to 8/22/24 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.**

#### **D. Salary Supplements and Contract Payments:**

<b>Name-Certified</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Allison Keene	\$2,135.43	Blackman Middle	School Funds - Cheer	Assistant Cheer Coach
Jacob Breed	\$1,500.00	Blackman High School	School Funds - General (Admin Other)	Social Media Coordinator
Richie L. Conner*6	\$15,000.00	Blackman High School	School Funds - Various Accts.	Bus Driver for various school/athletic events
Gregory Trent Jones*6	\$12,000.00	Blackman High School	School Funds - Various Accts.	Bus Driver for various school/athletic events
Antonio Sheffield*6	\$6,000.00	Blackman High School	School Funds - Various Accts.	Bus Driver for various school/athletic events
Ryan C. Train	\$300.00	Blackman High School	School Funds - Boys Basketball	Kid's Camp Coach
Dusty Stearns	\$2,000.00	Central Magnet School	Schools Funds-Security	Building Supervisor

Douglas Worsley	\$1,500.00	Central Magnet School	School Funds- HS Girls Soccer	Mowing Soccer Fields
Jessica Logan	\$500.00	Christiana Middle School	School Funds - Girls Soccer	Communication and Paperwork Coordinator
Steve Carter*6	\$1,500.00	LaVergne High School	School Funds- Various Accts.	Bus Driver for various school/athletic events
David Ruekert*6	\$1,500.00	LaVergne High School	School Funds - Various Accts.	Bus Driver for various school/athletic events
Mack Hawks	\$2,500.00	Oakland High School	Oakland HS Baseball Booster	Field Maintenance
Jesse Messick	\$800.00	Oakland High School	Oakland HS Baseball Booster	Field Supervision
Brandon Nolen	\$1,500.00	Oakland High School	Oakland HS Baseball Booster	Field Maintenance
Christy Bingham	\$5,000.00	Riverdale High School	School Funds - Girls Softball	Camp Coaching
John Howse	\$1,500.00	Riverdale High School	School Funds - Track	Full Automatic Timing
Joshua Pelchat	\$1,500.00	Riverdale High School	School Funds - Football	Field Work (Mowing, Painting)
Brent Whitlock*6	\$5,000.00	Riverdale High School	School Funds - Various Accts.	Bus Driver for various school/athletic events
Keith Stanley	\$1,620.00	Rock Springs Elementary	Outside Groups - Use of Facilities	Facility Supervisor
Julie Peters	\$1,750.00	Siegel Middle School	School Funds - Cross Country	Assistant Coach
Travis Childers	\$10,000.00	Siegel High School	Outside Groups - Use of Facilities	Building Supervisor/Light Tech
Tommy Entrekin*6	\$5,000.00	Siegel High School	School Funds - Various Accts.	Bus Driver for various school/athletic events
Henry Chad Fields	\$1,500.00	Siegel High School	School Funds - Baseball	Off Season Field Maintenance

Henry Chad Fields	\$800.00	Siegel High School	School Funds - Various Accts.	Scoreboard Operator, Music, Announcing for Sports
Henry Chad Fields	\$10,000.00	Siegel High School	Outside Groups - Use of Facilities	Building Supervisor/Sound
Dallas Hill	\$500.00	Siegel High School	School Funds - Football	Scoreboard Operator
Dallas Hill	\$2,500.00	Siegel High School	School Funds - General (Admin Other)	Morning and Afternoon Bus Duty
Craig Reaves	\$1,000.00	Siegel High School	School Funds - Various Accts.	Announcing, Scoreboard, Music for Sporting Events
Raymond Shutt	\$6,500.00	Siegel High School	School Funds - Boys Basketball	Weights, Laundry, Gym Supervision, Gym Maintenance, Video Coordinator, etc.
Eric Frank Smith*6	\$6,500.00	Siegel High School	School Funds - Various Accts.	Bus Driver for various school/athletic events
Larry Smith	\$20,000.00	Siegel HS/Various RC Schools	School Funds - Various Accts.	Timing Meets, Bus Driver, Mowing, Athletic Training
Jeremy Stansberry*6	\$8,500.00	Siegel High School	School Funds-Football/Wrestling/Soccer	Bus Driver for various school/athletic events
Justin Morton	\$2,000.00	Smyrna Middle School	Central Office	Summer Mowing
Reginal Coleman	\$500.00	Smyrna High School	School Funds - Band	Trombone Sectionals
Anna Cooper	\$500.00	Smyrna High School	School Funds - Band	Field Commander Instruction
Brenda Duke	\$600.00	Smyrna High School	School Funds - Band	Clarinet Sectionals
Richard Lutz	\$1,500.00	Smyrna High School	School Funds - Band	Camp Administration
Ben Reach	\$1,500.00	Smyrna High School	School Funds - Band	Camp Administration
Emily Swafford	\$600.00	Smyrna High School	School Funds - Band	Flute Sectionals
Sarah Walker	\$1,000.00	Stewarts Creek	School Funds - Volleyball	Assistant Volleyball Coach

		Middle School		
Orion Smith	\$1,500.00	Whitworth-Buchanan	School Funds - Maintenance	Landscaping
<b>Name-Non-Faculty</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Igor Zhislin	\$12,800.00	Central Magnet School	School Funds - Chess Club	Chess Instructor
Chelcy Deslorges	\$700.00	LaVergne High School	School Funds - Band	Teaching the LHS Guard Work/Choreography
Alexis Valdez-Jimenez	\$500.00	LaVergne High School	School Funds - Band	Band Technician
Colby Howland	\$500.00	Oakland High School	School Funds - Baseball	Field Supervision
Benjamin Rattavong	\$5,000.00	Rockvale High School	School Funds- Band	Brass Sectionals and Lessons
Tara Johnson	\$50 / Hour	Stewarts Creek Middle School	SCM Music Boosters	Private Lessons/Masterclasses
Tara Johnson	\$25 / Lesson (25 minutes)	Stewarts Creek Middle School	SCM Music Boosters	Private Lessons/Masterclasses
<b>Name-Classified</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Kerry Malone	Hourly	Rockvale Middle School	School Funds-Football	Announcing Football Games
Dennis Page	Hourly	Rockvale Middle School	Outside Group / Use of Facilities	Additional custodial work for the 2024 / 2025 school year
Kerry Malone	Hourly	Stewarts Creek High School	School Funds - Various	Announcing Sporting Events
Lynn Dunlap	Hourly	Stewarts Creek High School	Outside Group / Use of Facilities	Additional custodial work for the 2024 / 2025 school year
John Nicosia	Hourly	Stewarts Creek High School	Outside Group / Use of Facilities	Additional custodial work for the 2024 / 2025 school year

Stacy Suggs	Hourly	Stewarts Creek High School	Outside Group / Use of Facilities	Additional custodial work for the 2024 / 2025 school year
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- 1 Approved previously for an amount \$500 or greater
- 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 Department
- 7 Classified Employee (with approved agreement)
- 8 Regular Rate - Part time employee

**Non-Faculty Volunteer Coaches:**

According to the 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.

**E. The following non-faculty volunteer coaches are for the 2024-2025 school year:**

NAME	SCHOOL	SPORT
Deslorges, Chelcy	LaVergne High	Band
Valdez-Alexis, Jimenez	Rockvale High	Band
Rattanaovong, Benjamin	Rockvale High	Band
Johnson, Tara	Stewarts Creek Middle	Band
Barnes, Jackie	Blackman High	Football
LaPointe, Gregory	Central Magnet	HS Girls Basketball
Nelms, Josh	Central Magnet	HS Baseball/MS Basketball
Ridley, James	Central Magnet	MS Girls Soccer
Scraggins, Abraham	Central Magnet	Boys Soccer
Sissom, Gaylon	Central Magnet	HS Girls Basketball
Speight, Jill	Central Magnet	Tennis
Watson, Paul	Central Magnet	Boys Soccer
Bowland, Tate	Oakland High	Cross Country

Duncan, Matthew	Oakland High	Football
Tedder, Jimmy	Oakland High	Baseball
Vega-Gaskins, Raquel	Oakland High	Archery
Booker, Charles	Oakland Middle	Football
Bailey, Breanna	Riverdale	Softball
Cochran, Maddie	Riverdale High	Softball
Brown, Andrew	Rockvale High	Swimming
Young, Brittini	Rockvale High	Swimming
Pierce, Roy	Rockvale Middle	Tennis
Hill, Brannon	Siegel High	Softball

#### **F. Stipends:**

The ESL department is requesting to add David Nelson and Andrew Raney as curriculum writers. They will be paid \$50 an hour during non-contracted time from Title III funds. This will begin when approved and continue throughout the school year.

The ESL department is requesting approval to pay Alex Grammar and Bryan Mendoza for teaching ESL Night School at Smyrna High. It is 90 hours at \$50 an hour paid by Title III funds.

ESL Leads will receive \$1,000 stipend per school:

Barfield Elementary	Sunita Watson
Blackman Elementary	Marsha Isip
Blackman High	Caitlyn Osborne-Parris
Blackman Middle	Harlee Morphis
Brown's Chapel Elementary	Julee Wilson
Buchanan Elementary	Susan Woods
Cedar Grove Elementary	Aimme Miller, Karen Hayes
Christiana Elementary	Angela Hays
Christiana Middle	Lorita Browning, Debbie Frisby
Daniel McKee, Holloway, RCVS	Johnna Paraiso
David Youree Elementary	Jodi Del Cid, Robbie Spicer
Eagleview School	Wendy Gurley
John Colemon Elementary	Michelle Miller
Kittrell Elementary	Sarah Peralta
Lascassas Elementary	Amy Byrd



LaVergne High	Melissa Wilhoite, David Nelson
LaVergne Lake Elementary	Laura Brewer, Tara Wingler
LaVergne Middle	Nathalie Riviera
Oakland High	Dianne Howard
Oakland Middle	Angie Rose
Plainview Elementary	Elizabeth Gamber
Riverdale High	Andrew Raney
Rock Springs Elementary	Ashley Morgan
Rock Springs Middle	Macy Hillis
Rockvale Elementary	Lori Garza, Maribeth Towle
Rockvale Middle	Michelle Spears
Rockvale High	Kevin Gladish
Rocky Fork Elementary	Tracy Porter, Tina Yandell
Rocky Fork Middle	Jessica Killman (Mann)
Roy Waldron Elementary	Becky Cogdal, Dana Lester
Siegel Middle	Howon Lee
Siegel High	Kathryn Faz, Carla Wall
Smyrna Elementary	Danya Lewallen, Trisha Bertels
Smyrna High	Lia Beachboard
Smyrna Middle	Kelly Williams
Smyrna Primary	Leslie Popin
Smyrna West	Scottia Davis
Stewarts Creek Elementary	Stephanie Hannah
Stewarts Creek Middle	Anna Duncan
Walter Hill School	Ashley Pennington
Whitworth-Buchanan Middle	Jeni Jamiolkowski
Wilson Elementary	Anita Renshaw

**Recommended Motion – to approve the consent agenda as presented.**

## **6. PUBLIC COMMENT\***

*\*Public comment requests to address the Board must be provided in writing to the Director of Schools' office no later than noon (12:00 p.m.) on the day of the meeting by completing the Public Comment Form. Speakers will have three (3) minutes to speak.*

## **7. LEGAL (TAB 2)**

### **I. Out of County Transfer Student (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 a THC vape. 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: Admit and place into alternative school.

**Recommended Motion - to admit or deny the admission of this Out of County Transfer Student as presented.**

II. Out of County Transfer Student (2)

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

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.

**Recommended Motion - to admit or deny the admission of this Out of County Transfer Student as presented.**

III. Out of County Transfer Student (3)

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

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: Admit and place into alternative school.

**Recommended Motion - to admit or deny the admission of this Out of County Transfer Student as presented.**

**8. DIRECTOR OF SCHOOL EVALUATION TOOL (TAB 3)**

**9. FINANCIAL MATTERS (TAB 4)**

Fund 177 Fund Balance & Expenditure Approval

This amendment moves funds from account 34685-Committed for Capital Projects to account 91300-335-Maintenance & Repair Services-Buildings in the amount of \$2,000,000. Historically, the ending fund balance has been used to allow the long lead materials and emergency acquisitions to be ordered prior to revenues, specifically property taxes, being collected. The movement of this money from fund balance will go to fund the LED Lighting Projects in Fund 177.

**Recommended Motion – to amend the 2024/25 Capital Projects Budget, Fund 177, by reducing account 34685-Committed for Capital Projects and by increasing account 91300-335-Maintenance and Repair Services–Buildings in the amount of \$2,000,000 as presented.**

## 10. ENGINEERING AND CONTRUCTION

County Recreation/Community Partnership/Central Magnet

RCS requests to provide support for Rutherford County Recreation facilities jointly used by community organizations and future school teams.

- **Kittrell Fields County Recreation-** (Central Magnet middle school baseball)

Storage building- \$10,000

Portable baseball mounds and infield work (baseball field)- \$10,000

If agreement is reached with other entity for Central Middle School baseball or if agreement not approved by other entities, the funds for that facility will be reallocated to other projects.

Pending partnership between RCS and County Rec on Old Kittrell Gym

- **Buchanan Field** (Year 1 of 2 partnership)-Field - High School softball

Storage building- \$10,000

Infield work and bases- \$10,000

Rebuild electrical work- (maintenance staff to provide-no labor charges) \$25,000

Score board and controls- \$45,000

1 Bleacher- \$25,000

- **Buchanan Field-** Field (Year 1 of 2 of partnership) Middle School softball

Softball infield work and bases- \$15,000

Fence Repairs-\$15,000

1 Bleacher- \$25,000

- **Lascassas School** (High School baseball)

Storage building- \$10,000

Fence work- \$25,000

Infield work and portable mound- \$10,000

Scoreboard- \$45,000

Electrical work- \$25,000 (maintenance staff to provide-no labor charges)

Lights and poles for the facilities will be budgeted as part of the LED lighting transition in Fund 177.

**Recommended Motion - to approve as presented utilizing budgeted funds in 141-76100-799: Other Capital Outlay.**

## 11. TRANSPORTATION (TAB 5)

Rutherford County Board of Education Extended Sessions Bus Contract for 2024-2025

Transportation has submitted the Extended Service Contract for Power Hour 2024-25 school year. The contract is the same contract as last year with changes section 5.2 for the compensation dollar figure of \$235.00 per day.

**Recommended Motion - to approve the Extended Sessions Contract for Power Hour for the 2024-25 school year as presented.**

## **12. LIBRARY BOOK REVIEW**

Final decision is due by September 19, 2024 for the following titles:

*Beloved* - Toni Morrison

*Queen of Shadows* - Sara J Maas

*Tower of Dawn* - Sara J Maas

*Homegoing* - Yaa Gyasi

*Skin and Bones* - Sherry Shahan

*The Perks of Being a Wallflower* - Stephen Chbosky

*Wicked* (The Life and Times of the Wicked Witch of the West) - Gregory Maguire

## **13. INSURANCE**

## **14. FINANCIAL REPORT**

## **15. DIRECTOR'S UPDATE**

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

## **17. FEDERAL RELATIONS NETWORK (FRN) UPDATE**

## **18. GENERAL DISCUSSION**

## **19. ADJOURNMENT**

Executive Session following the Board Work Session

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

**MINUTES OF AUGUST 8, 2024**

**Board Members Present**

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

Work Session: Mr. Coy Young requested Mr. John McDaniel to lead the Pledge of Allegiance.

**Board Meeting:** Mr. Coy Young requested his two grandson's, Elam and Hank Young, to lead the Pledge of Allegiance.

**3. MOMENT OF SILENCE**

A Moment of Silence was observed.

**4. APPROVAL OF AGENDA**

**Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to approve the agenda as presented.**

**Vote: All yes**

**Motion passes.**

**5. APPROVAL OF CONSENT AGENDA (TAB 1)**

- A. Minutes: July 17, 2024, Board Meeting Minutes**
- Minutes: July 15, 2024, Policy Committee Minutes**
- Minutes: July 31, 2024, Special Called Policy Minutes**

**B. Bids:**

**Bid #3750 Custodial Supplies**

**Request to purchase UTV for Blackman High School**

**Request for purchase of a golf cart for LaVergne Middle School**

**C. Hometown Ticketing App**

**Siegel High School (other schools will want it also) has requested permission to use Hometown Ticketing software for on-line ticket sales for both athletic and non-athletic events. The ticket purchasers will pay the fees, and the school will receive 100% of the ticket price. For most regular season events, the convenience fee passed along to the fan is \$1.00 + 2.9% + \$.30.**

**D. Nepotism:**

**Samantha Murray – Sped EA – LaVergne Lake Elementary**

**Helen Charlene Rosson – Sped EA – Buchanan Elementary**

**Grace Gillespie – EA – Rocky Fork Middle**

**Avery Rutland – Sped EA – Blackman Middle**

**Olivia Gregg – Ancillary EA – Blackman Middle**

**Kelsey Drayton – Sped Ancillary EA – Rock Springs Elementary**

**Kayla Davenport – Sped Bus Aide – Central Office**

**E. Community Use of Facilities**

**FACILITIES USE**

**8/8/2024**

**Fees**

Oakland High	Near Post, LLC, soccer program, stadium/track, 9/7/24 – 6/30/25, \$115 per hour
Siegel High	Boro Rippers Baseball, practice, sports field, 8/1/24 – 11/8/24, 8/1/24 – 11/8/24, \$30 per day, *retro review
Siegel High	Murfreesboro Little League, practice, sports field, 8/12/24 – 10/28/24, \$36 per practice
Siegel High	TN Tempo FC, games, stadium/track, 8/8/24 – 7/8/25, \$150 per game
Whitworth-Buchanan Middle	New Vision Baptist Church, small groups, classrooms & cafeteria, 8/4/24 – 6/1/25, \$2112
Whitworth-Buchanan Middle	New Vision Baptist Church, Easter services, auditorium, classrooms & cafeteria, 4/18/25 – 4/20/25, \$1,195

Whitworth-Buchanan Middle

New Vision Baptist Church, class, classroom,  
7/14/24, \$15, \*retro review

### No Fees

Blackman High

Blackman High Wrestling Club, practice, gym,  
7/1/24 – 7/1/25, no fees, \*retro review (revised  
request, previously approved 7/17/24)

Brown's Chapel Elementary

Boy Scouts Pack 320, meetings, cafeteria,  
8/10/24 – 5/31/25, no fees

Brown's Chapel Elementary

Smyrna Junior Basketball League, practice,  
gym, 11/4/24 – 3/14/25, no fees

Kittrell Elementary

Robert Peay Jr. meeting, gym, 8/22/24, no fees

La Vergne High

City of LaVergne Fire & Rescue, swim test,  
pool, 7/16/24 – 7/19/24, no fees

Smyrna Primary

Smyrna Junior Basketball League, practice,  
gym, 11/4/24 – 3/14/25, no fees

Stewartsboro Elementary

Smyrna Junior Basketball League, practice &  
games, gym, 11/4/24 – 3/15/25, no fees

Stewarts Creek High

Tennessee Valley Winds, rehearsals, band  
room, 9/3/24 – 5/13/25, no fees, \*\*In-Kind  
Agreement

Note: Facility use prior to 8/8/24 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.**

### **F. Renewals:**

**The following companies are recommended for yearly renewals for the 2024-2025 school year for the Special Education Department:**

**Special Kids – Hourly rates for therapy \$84.00 per hour. Daily rates for nursing services are \$190.00 per day.**

**All funding from Special Education General Purpose Funds.**

**G. Stipends:**

**Miller Raybon at Siegel High - SIOP training on July 25 and 26 (\$500).**

**Frank Salisbury at Rockvale High - SIOP training on July 25 and 26 (\$500).**

**ESL Curriculum Writers - \$50/hour up to 40 hours out of Title III funds:**

**A. Jody Moore and Casey Wood**

**B. To start ASAP and continue throughout 2024-25**

**H. Salary Supplements and Contract Payments:**

<b>Name-Certified</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Travis Rutland	\$2,000.00	Blackman Middle School	School Funds- Various Athletic Accts.	Summer Mowing & Field Maintenance
Robert Curtis Bell	\$1,100.00	Blackman High School	School Funds - Basketball	Kids Camp Coach
Emanuel Chestnutt*3	\$300.00	Blackman High School	School Funds - Basketball	Kids Camp Coach
Brad Frazier	\$1,500.00	Blackman High School	School Funds - Baseball	Summer Mowing
Gregory Jones*3	\$300.00	Blackman High School	School Funds - Basketball	Kids Camp Coach
Juliet Oncale*3	\$300.00	Blackman High School	School Funds - Basketball	Kids Camp Coach
Isiah Phillips	\$1,500.00	Blackman High School	School Funds - Basketball	Kids Camp Coach
Barry Wortman	\$6,400.00	Blackman High School	School Funds - Basketball	Kids Camp Director
Todd Williamson	\$600.00	Eagleville High School	School Funds - Football	Summer Mowing & Field Maintenance
Ali S. Arman	\$1,800.00	Riverdale High School	School Funds- Boys Soccer	Directing and Running Soccer Camp
Ray Bennett*6	\$5,000.00	Central Magnet School	School Funds - Various	Bus Driver



Jason Patterson*6	\$5,000.00	Central Magnet School	School Funds - Various	Bus Driver
Jay Windham*6	\$5,000.00	Central Magnet School	School Funds - Various	Bus Driver
Doug Worsley*6	\$5,000.00	Central Magnet School	School Funds - Various	Bus Driver
Patricia Flowers	\$3,000.00	Siegel High School	School Funds - Boys/Girls Volleyball	Camp, Playday, Tournament Director, Boys Volleyball Coach
Meghan Jonakin	\$1,750.00	Siegel High School	School Funds - Volleyball	Assistant Coaching
Conner Boyd	\$1,130.00	Smyrna High School	School Funds - Baseball	Summer Baseball Activities 2024
Debra Burton	\$5,000.00	Stewarts Creek High School	School Funds + Stewarts Creek High School Music Boosters	Band Camp - Summer (Marching) & Winter (Concert)
Michael Chester	\$5,000.00	Stewarts Creek High School	School Funds + Stewarts Creek High School Music Boosters	Band Camp - Summer (Marching) & Winter (Concert)
Thomas Chesnut	\$5,000.00	Stewarts Creek High School	School Funds + Stewarts Creek High School Music Boosters	Tuba Section Coaching
Alexis Yatuzis - Derryberry	\$5,000.00	Stewarts Creek High School	School Funds + Stewarts Creek High School Music Boosters	Band Camp - Summer (Marching) & Winter (Concert)
Elijah C. Gilmore	\$5,000.00	Stewarts Creek High School	School Funds + Stewarts Creek High School Music Boosters	Band Camp - Summer (Marching) & Winter (Concert)
Brittany N. Belcher Jerrell	\$5,000.00	Stewarts Creek High School	School Funds + Stewarts Creek High School Music Boosters	Band Camp - Summer (Marching) & Winter (Concert)
Nicollete Lyons	\$5,000.00	Stewarts Creek High School	School Funds + Stewarts Creek High School Music Boosters	Band Camp - Summer (Marching) & Winter (Concert)

Alison Mader	\$8,000.00	Stewarts Creek High School	School Funds + Stewarts Creek High School Music Boosters	Color Guard Instruction
Athletic Trainers	\$30/hour	All Schools	School Funds + Booster Funds	Special events overage by Athletic Trainers
<b>Name-Non-Faculty</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Jae White	\$1,000.00	Blackman Middle School	School Funds	Coaching
Rex W. Davis	\$500.00	Blackman High School	BHS Band Boosters	Drumline Instructor
Keith Dudek	\$500.00	Blackman High School	BHS Band Boosters	Drumline Instructor
Oakley Hinds	\$900.00	Eagleville High School	School Funds - Band	Leading Sectional Rehearsals
Kyle Hughes	\$500.00	Oakland High School	School Funds - Wrestling	Assistant Coaching
Veronica Brown*7	\$500.00	Riverdale High School	School Funds- Dance	Coaching
Katherine Elisabeth Aydelott	\$50.00 / Lesson	Rockvale High School	School Funds - Band	Private Music Lessons
Osten Collins	\$1,000.00	Rockvale High School	School Funds - Band	Marching Band Staff
Keith Dudek	\$2,000.00	Rockvale High School	School Funds - Band	Band Sectionals
David Humbertson	\$50.00 / Hour of Service	Rockvale High School	School Funds - Band	Low Brass Lessons
Stuart McMullen	\$200.00	Rockvale High School	School Funds - Band	Sectionals
Adam Revett	\$200.00	Rockvale High School	School Funds - Band	Sectionals

Stephen Davis	\$250.00	Siegel High School	Siegel High School Band Boosters	Marching Band Instruction + Music Teacher
Jacob Marlow	\$25 / Lesson	Smyrna Middle School	School Funds - Band	Private Lessons
Bo Clayton	\$600.00	Smyrna High School	SHS Band Boosters	Trumpet Sectionals
Roland Barber	\$50 / Hour	Stewarts Creek High School	School Funds + SCM Music Boosters	Private Lessons + Sectionals/Masterclass
Roland Barber	\$25 / Lesson	Stewarts Creek High School	School Funds + SCM Music Boosters	Private Lessons + Sectionals/Masterclass
Annie Sarah Chapman	\$1,500.00	Stewarts Creek High School	School Funds	Accompanist/Choral Clinician
Annie Sarah Chapman	\$41 / Minute Lesson	Stewarts Creek High School	School Funds	Voice Coach
Annie Sarah Chapman	\$25 / Minute Lesson	Stewarts Creek High School	School Funds	Voice Coach
Benjamin Easley	\$5,000.00	Stewarts Creek High School	School Funds + SCM Music Boosters	Music Arrangement Services
Andre Espinoza	\$500.00	Stewarts Creek High School	School Funds + SCM Music Boosters	Percussion Camp Instruction
Jennifer Fernandez	\$4,000.00	Stewarts Creek High School	School Funds	Summer Mowing & Field Maintenance
Robert Heale	\$500.00	Stewarts Creek High School	School Funds + SCM Music Boosters	Percussion Camp Instruction
William Moore	\$8,000.00	Stewarts Creek High School	School Funds + SCM Music Boosters	Band Camp - Summer (Marching) & Winter (Concert)
Jovan Quallo	\$50 / Hour	Stewarts Creek High School	School Funds + SCM Music Boosters	Private Lessons + Sectionals/Masterclass
Jovan Quallo	\$25 / Lesson 25 Minutes	Stewarts Creek High School	School Funds + SCM Music Boosters	Private Lessons + Sectionals/Masterclass

Lynile Simpson	\$50 / Hour	Stewarts Creek High School	School Funds + SCM Music Boosters	Private Lessons + Sectionals/Masterclass
Lynile Simpson	\$25 / 25 Minute Lesson	Stewarts Creek High School	School Funds + SCM Music Boosters	Private Lessons + Sectionals/Masterclass
Kristine Smith	\$1,500.00	Stewarts Creek High School	School Funds	Accompanist/Choral Clinician
Kristine Smith	\$41 / Minute Lesson	Stewarts Creek High School	School Funds	Voice Coach
Kristine Smith	\$25 / Minute Lesson	Stewarts Creek High School	School Funds	Voice Coach
<b>Name-Classified</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Brandon Utley	Hourly Overtime Rate	Oakland High School	School Funds or Outside Groups / Use of Facilities	Additional Custodial Work for 2024-2025 School Year
Jesse Charles	Hourly Overtime Rate	Siegel High School	School Funds or Outside Groups / Use of Facilities	Additional Custodial Work for 2024-2025 School Year
Jamie Sellers	Hourly Overtime Rate	Siegel High School	School Funds or Outside Groups / Use of Facilities	Additional Custodial Work for 2024-2025 School Year
Brittany Sellers	Hourly Overtime Rate	Siegel High School	School Funds or Outside Groups / Use of Facilities	Additional Custodial Work for 2024-2025 School Year
Amy Tucker	Hourly Overtime Rate	Siegel High School	School Funds or Outside Groups / Use of Facilities	Additional Custodial Work for 2024-2025 School Year
Hayden Iwanciw	Hourly Overtime Rate	Cedar Grove Elementary	School Funds or Outside Groups/Use of Facilities	Additional Custodial Work for 2024-2025 School Year
Thomas Wayne Bures	Hourly Overtime Rate	Cedar Grove Elementary	School Funds or Outside Groups/Use of Facilities	Additional Custodial Work for 2024-2025 School Year
Somok Chanthavong	Hourly Overtime Rate	Cedar Grove Elementary	School Funds or Outside Groups/Use of Facilities	Additional Custodial Work for 2024-2025 School Year

1 Approved previously for an amount \$500 or greater

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 Department
- 7 Classified Employee (with approved agreement)
- 8 Regular Rate - Part time employee

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

According to the 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 2024-2025 school year:**

NAME	SCHOOL	SPORT
Davis, Rex	Blackman High	Band
Collins, Osten	Rockvale High	Band
Dudek, Keith	Rockvale High	Band
Humbertson, David	Rockvale High	Band
Clayton, Gary (Bo)	Smyrna High	Band
Marlow, Jacob	Smyrna Middle	Band
Chapman, Annie Sarah	Stewarts Creek High	Choir
Smith, Kristine	Stewarts Creek High	Choir
Barber, Roland	Stewarts Creek Middle	Band
Simpson, Lynlie	Stewarts Creek Middle	Band
Quallo, Jovan	Stewarts Creek Middle	Band
Riggs, Joanna	Whitworth-Buchanan Middle	Band
Selvidge, Jeremy	Blackman High	Cross Country/Track
Selvidge, Kristie	Blackman High	Cross Country/Track
Gregory, Kevin	Blackman Middle	Football
Molina, Tony	Blackman Middle	Football

Peterkin, Elisa	Blackman Middle	Girls Basketball
Speight, David	Central Magnet	MS Tennis
Cook, Ashlyn	Oakland High	Cross Country
Cook, Miyah	Oakland High	Girls Basketball
Hughes, Kyle	Oakland High	Wrestling
Meek, Briana	Oakland High	Choreographer
O'Bryan, Shannon	Oakland High	Girls Soccer
Crutcher, Kayla	Oakland Middle	Cheer
Clark, Amanda	Riverdale High	Cross Country
Metcalf, Ralph	Riverdale High	Track
Bush, Josh	Rockvale High	Football
Crawford, Harry	Rockvale Middle	Boys Basketball
McNulty, Kevin	Rockvale Middle	Tennis
Murphy, Jamie	Rocky Fork Middle	Baseball
Murphy, Jamie	Rocky Fork Middle	Baseball/Football
Clayton, Walter	Siegel High	Softball
Hardwood, Ade	Siegel High	Cheer
McCabe, Ryan	Siegel High	Girls Soccer
Miller, Dallen	Smyrna Middle	Wrestling/Softball
Fernandez, Jennifer	Stewarts Creek High	Softball
Haynes, Elijah	Stewarts Creek High	Wrestling
Anderson, Erin	Thurman Francis	Volleyball

**J. Buses:**

**Voluntary termination of the bus contract effective as soon as possible:**

**Bus #13, Debra Sharber**

**Bus #58, Regina Parker**

**Bus #82, Lisa Manning**

**Bus #137, Doug Stevens**

**Bus #186, Tara Heirs**

**Bus #207, Lawrence Buchanan**

**Bus #222, Joanna Eason**

**Bus #242, Jeffery Parker**

**Bus #244, Tyrhondo Thompson**

**Bus #269, Angela Dunkerson**

**Bus #311, Sylvia Poteete**

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

**Vote: All yes**

**Motion passes.**

**6. PUBLIC COMMENT\***

**No public comment requests were made.**

*\*Public comment requests to address the Board must be provided in writing to the Director of Schools' office no later than noon (12:00 p.m.) on the day of the meeting by completing the Public Comment Form. Speakers will have three (3) minutes to speak.*

**7. INSTRUCTION**

I. The Carl D. Perkins Basic Grant - The Carl D. Perkins Career and Technical Education Act of 2018, known as Perkins V, is presented for approval for the funding period of July 1, 2024 – June 30, 2025. The grant is for \$754,876.90. The Carl D. Perkins Basic Grant provides funding for program improvement, equipment, travel, and staff development for our Career & Technical Education teachers.

**Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to approve the Carl D. Perkins Basic Grant for \$754,876.90 to provide funding for program improvement, equipment, travel, and staff development for our Career & Technical Education teachers.**

**Vote: All yes**

**Motion passes.**

II. The Carl D. Perkins Reserve Grant - The Carl D. Perkins Reserve Grant is presented for approval for the funding period of July 1, 2024 – June 30, 2025. This competitive grant is for

\$50,000. The Carl D. Perkins Reserve Grant provides funding for HVAC Trainer Simulators and training for the Mechanical, Electrical, and Plumbing (MEP) CTE Program of Study instructors at Oakland High School, Rockvale High School, and Smyrna High School.

**Motion made by Mrs. Rosales and seconded by Mr. Young , to approve the Carl D. Perkins Reserve Grant for \$50,000.00 to provide funding for HVAC Trainer Simulators and training for the Mechanical, Electrical, and Plumbing (MEP) CTE Program of Study instructors at Oakland High School, Rockvale High School, and Smyrna High School.**

**Vote: All yes**  
**Motion passes.**

### III. Updated Job Title (ESL)

The ESL department is requesting to update and consolidate the titles of ESL Coach with Tier 1 Emphasis and Title I ESL Coach to ESL Support Specialist. This would allow these positions to work with all schools and teachers, as opposed to Title I schools only.

**Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to approve the change in titles as presented. The budgetary impact for current positions moving from coach to specialist would be \$16,417.90.**

**Vote: All yes**  
**Motion passes.**

### IV. Lead ESL Teacher Stipends

The ESL department is requesting the approval of lead ESL teacher stipends for the 2024/2025 school year. Each school will receive \$1000 for a lead ESL teacher stipend. The school may decide to split the position between two ESL teachers, which will provide \$500 to both lead ESL teachers. Stipends will be paid per semester in December and May during the 2024/2025 school year. Title III funds will be utilized for these stipends.

**Motion made by Mr. Tidwell and seconded by Mrs. Maxwell, to approve the use of Lead ESL teacher stipends for the 2024-2025 school year.**

**Vote: All yes**  
**Motion passes.**

### V. CTE Stipends

The Curriculum & Instruction CTE Department would like to allocate approximately \$15,000.00 of Perkins 2024-2025 funds to support the CTE Curriculum Team Leads for our High School CTE Career Clusters. The purpose of the CTE Curriculum Team Lead would be to help develop the



instructional capacity of teachers, industry partners, and students within our county. The Leads would be responsible for conducting in-person/virtual meetings for Career Cluster PLCs and Advisory Council Meetings. The allocations are:

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

<b>CTE Curriculum Team Leads</b>		
<b>Career Cluster</b>	<b>CTE Team Lead</b>	<b>School</b>
Advanced Manufacturing	Lenny Ciletti	Oakland High School
Agriculture, Food, & Natural Resources	Emily Marshall	Eagleville High School
Architecture & Construction	Carrie Ott	Smyrna High School
Arts, Audio/Visual Technology, & Communications	Steve Picklesimer	Smyrna High School
Arts, Audio/Visual Technology, & Communications	Chris Bissinger	Stewarts Creek High School
Business Management & Administration/Finance/Marketing	Stacie Andersen	Siegel High School
Business Management & Administration/Finance/Marketing	Marilyn Roberts	Blackman High School
Business Management & Administration/Finance/Marketing	Jennifer Vining	Blackman High School
Business Management & Administration/Finance/Marketing/Computer Apps	Joseph Reed	Eagleville High School
Education & Training	Brandy Finley	Smyrna High School
Health Science	Courtney Pruitt	Smyrna High School
Hospitality & Tourism	Frank Pinnix	Blackman High School
Human Services	Kelly Russell	Oakland High School
Human Services	Becki Loudon	Riverdale High School
Information Technology	Frank Cathey	LaVergne High School
Law, Public Safety, Corrections, & Security	Cora Proctor	Siegel High School

Law, Public Safety, Corrections, & Security	Daniel Parkhurst	Blackman High School
CTE Middle School Career Exploration	Tabitha Kessinger	Stewarts Creek Middle School
Transportation	Phillip Vining	Oakland High School
STEM	Mac Jones	Blackman High School

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

**Vote: All yes  
Motion passes.**

## **8. FINANCIAL MATTERS (TAB 2)**

### **I. Board Recognition of the EHS Football Booster Club at Eagleville 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 EHS Football Booster Club has provided all information requested from the board's written cooperative agreement and can be recognized as an RCS SSO. It is noted that this SSO has NOT applied and received an IRS determination letter to be recognized as a 501(c)3 non-profit entity that is in compliant with the BOE written cooperative agreement. The IRS letter allows the SSO to open and operate out of a checking account that is separate from Eagleville High School student activity funds. Until the determination letter is applied for and received, the booster club will utilize the Eagleville High student activity funds for all its financial activities and be subject to the BOE financial policies and procedures. Also, the approval is contingent upon the organization providing a updated detailed financial policy which they have been notified about.

**Motion made by Mrs. Darby and seconded by Mr. Young, to approve the EHS Football Booster Club at Eagleville High School as an RCS School Support Organization (SSO).**

**Vote: All yes  
Motion passes.**

## II. Fund 177 Budgeted Revenue & Expenditure Approval

This Fund 177 Capital Project revision is presented to the board to approve the budget for the Capital Projects Fund that was final approved by the Rutherford County Commission on June 24, 2024 in the amount of \$18,977,525. This approval by the board is technical in nature and is needed in order to follow budget procedures set forth for Fund 177 for the FY24-25 fiscal year.

**Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to approve final amended Fund 177 Capital Projects budget as presented.**

**Vote: All yes**

**Motion passes.**

## III. Fund 141 Fund Balance Amendment & Design Funding Request

This amendment is to fund the design fees for the Batey Middle School project. This project will be funded by amending General Purpose Fund 141 by decreasing 39000-Unassigned Fund Balance and increasing Operating Transfers account 99100-590- Transfers Out in the amount of \$3,700,000. The Engineering and Construction Department is also requesting to move forward to Health and Education with the design funding request. This request is in keeping with the 2024-2025 Building Program Schedule and the recommended architect is GMC. The amount requested is \$3,700,000.00 based on a construction budget of \$74,000,000.00.

**Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to approve the GPS Fund budget amendment of \$3,700,000 of both Unassigned Fund Balance and Operating Transfers expenditures as presented in detail and to request design funding from Health and Education for the Batey Middle School property as presented.**

**Vote: All yes**

**Motion passes.**

**August 27-goes to Health and Education**

**September 5-goes to Budget Committee**

**September 12-goes before the County Commissioners**

## IV. New Extracurricular Supplements

Flag Football

4% Head Coach

Flag Football

2% Assistant

Lacrosse

6% Head Coach

High School Athletic Director

6% Athletic Director

Elementary Archery

4%

Fine Arts:	
Elementary Choir	2%
Middle School Theater	4%
High School Theater Asst.	4%

**Motion made by Mr. Tidwell and seconded by Mrs. Maxwell, to approve the new extracurricular supplements for 24/25 SY as presented.**

**Vote: All yes  
Motion passes.**

## **9. LEGAL (TAB 3)**

**Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to suspend Board Policy 1.600 to specifically waive the two readings requirement for the policies as presented.**

**Vote: All yes  
Motion passes.**

### **I. Policy Adoption - First and Final Reading**

The below policy changes and new policies are recommended on the first and final reading as they are necessary to take effect before the start of the 2024-2025 school year.

#### **1. Policy Changes**

##### **a. Policy 1.501 – Visitors to the Schools**

Adds code of conduct for visitors to the schools pursuant to change in state law.

**Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to approve first and final reading of Policy 1.501 – Visitors to the Schools.**

**Roll Call Vote:**

**Mr. Young – Yes  
Mr. Tidwell – Yes  
Mrs. Darby – Yes  
Mrs. Maxwell – Yes  
Ms. Sharp – Yes  
Mrs. Rosales – Yes  
Mrs. Bratton – Yes**

**Vote: All yes  
Motion passes.**

##### **b. Policy 1.800 – School Calendar**

Adds language for school closure for presidential primary election or regular November election pursuant to change in state law.

**Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to approve first and final reading of Policy 1.800 – School Calendar.**

**Roll Call Vote:**

**Mr. Tidwell – Yes**  
**Mrs. Darby – Yes**  
**Mrs. Maxwell – Yes**  
**Ms. Sharp – Yes**  
**Mrs. Rosales – Yes**  
**Mr. Young – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**  
**Motion passes.**

**c. Policy 2.403 – Surplus Property Sales**

Adds language for notice of surplus to be also published on a news and information website pursuant to change in state law.

**Motion made by Mr. Tidwell and seconded by Mrs. Darby, to approve first and final reading of Policy 2.403 – Surplus Property Sales.**

**Roll Call Vote:**

**Mrs. Darby – Yes**  
**Mrs. Maxwell – Yes**  
**Ms. Sharp – Yes**  
**Mrs. Rosales – Yes**  
**Mr. Young – Yes**  
**Mr. Tidwell – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**  
**Motion passes.**

**d. Policy 2.806 – Bids and Quotations**

Adds language for publication to also be published on a news and information website pursuant to change in state law.

**Motion made by Mr. Young and seconded by Mrs. Maxwell, to approve first and final reading of Policy 2.806 – Bids and Quotations.**

**Roll Call Vote:**

**Mrs. Rosales – Yes**  
**Ms. Sharp – Yes**  
**Mr. Young – Yes**  
**Mr. Tidwell – Yes**  
**Mrs. Maxwell – Yes**  
**Mrs. Darby – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**

**Motion passes.**

**e. Policy 3.202 – Emergency Preparedness Plan**

Adds language to develop a procedure for identifying the cause of fire alarm activation pursuant to change in state law.

**Motion made by Mr. Tidwell and seconded by Ms. Sharp, to approve first and final reading of Policy 3.202 – Emergency Preparedness Plan.**

**Roll Call Vote:**

**Ms. Sharp – Yes**  
**Mr. Young – Yes**  
**Mrs. Rosales – Yes**  
**Mrs. Darby – Yes**  
**Mr. Tidwell – Yes**  
**Mrs. Maxwell – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**

**Motion passes.**

**f. Policy 3.205 – Security**

Adds language requiring principals to immediately report certain types of assaults and certain acts of vandalism to Director of Schools and law enforcement pursuant to change in state law.

**Motion made by Mrs. Maxwell and seconded by Mr. Tidwell, to approve first and final reading of Policy 3.205 – Security.**

**Roll Call Vote:**

**Mrs. Maxwell: Yes**  
**Mrs. Rosales: Yes**  
**Mr. Tidwell: Yes**  
**Mr. Young: Yes**

**Mrs. Darby: Yes**  
**Ms. Sharp: Yes**  
**Mrs. Bratton: Yes**

**Vote: All yes**  
**Motion passes.**

- g. Policy 3.400 – Student Transportation Management**  
Adds language requiring Board to issue certificates to bus drivers. Also adds notice to be posted on bus stating that only authorized individuals may enter pursuant to change in state law.

**Motion made by Mrs. Maxwell and seconded by Mrs. Darby, to approve first and final reading of Policy 3.400 – Student Transportation Management.**

**Roll Call Vote:**

**Mr. Young – Yes**  
**Mr. Tidwell – Yes**  
**Mrs. Darby – Yes**  
**Mrs. Maxwell – Yes**  
**Ms. Sharp – Yes**  
**Mrs. Rosales – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**  
**Motion passes.**

- h. Policy 4.201 – Class Size Ratios**  
Adds language to modify class size requirements for CTE classes for grades 6-8 pursuant to change in state law.

**Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to approve first and final reading of Policy 4.201 – Class Size Ratios.**

**Roll Call Vote:**

**Mr. Tidwell – Yes**  
**Mrs. Darby – Yes**  
**Mrs. Maxwell – Yes**  
**Ms. Sharp – Yes**  
**Mrs. Rosales – Yes**  
**Mr. Young – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**  
**Motion passes.**

**i. Policy 4.301 – Interscholastic Athletics**

Adds language to allow home school students to participate in interscholastic athletics in schools that are not members of TSSAA or TMSAA pursuant to change in state law.

**Motion made by Mrs. Maxwell and seconded by Ms. Sharp, to approve first and final reading of Policy 4.301 – Interscholastic Athletics.**

**Roll Call Vote:**

**Mrs. Darby – Yes  
Mrs. Maxwell – Yes  
Ms. Sharp – Yes  
Mrs. Rosales – Yes  
Mr. Young – Yes  
Mr. Tidwell – Yes  
Mrs. Bratton – Yes**

**Vote: All yes  
Motion passes.**

**j. Policy 4.403 – Library Materials**

Adds language pursuant to change in state law.

**Motion made by Mr. Tidwell and seconded by Mrs. Rosales, to approve first and final reading of Policy 4.403 – Library Materials**

**Roll Call Vote:**

**Mrs. Rosales – Yes  
Ms. Sharp – Yes  
Mr. Young – Yes  
Mr. Tidwell – Yes  
Mrs. Maxwell – Yes  
Mrs. Darby – Yes  
Mrs. Bratton – Yes**

**Vote: All yes  
Motion passes.**

**k. Policy 4.600 – Grading System**

Changes Dual Enrollment Courses from 4 percentage points to 5 percentage points pursuant to change in state law. Updates language for middle school students taking high school courses.



**Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to approve first and final reading of Policy 4.600 – Grading System.**

**Roll Call Vote:**

**Ms. Sharp – Yes  
Mr. Young – Yes  
Mrs. Rosales – Yes  
Mrs. Darby – Yes  
Mr. Tidwell – Yes  
Mrs. Maxwell – Yes  
Mrs. Bratton – Yes**

**Vote: All yes  
Motion passes.**

- l. Policy 4.602 – Grade Point Average (GPA) (9-12)**  
Changes Dual Enrollment Courses from 4 percentage points to 5 percentage points pursuant to change in state law. Updates language for middle school students taking high school courses.

**Motion made by Mrs. Maxwell and seconded by Mr. Tidwell, to approve first and final reading of Policy 4.602 – Grade Point Average (GPA) (9-12).**

**Roll Call Vote:**

**Mrs. Maxwell – Yes  
Mrs. Rosales – Yes  
Mr. Tidwell – Yes  
Mr. Young – Yes  
Mrs. Darby – Yes  
Ms. Sharp – Yes  
Mrs. Bratton – Yes**

**Vote: All yes  
Motion passes.**

- m. Policy 4.603 – Promotion and Retention**  
Adds language to allow parents/guardians to voluntarily retain students in grades K-2 with certain conditions. Adds language for a new promotion pathway to the 5<sup>th</sup> grade pursuant to change in state law. Adds language to define high school cohort.

**Motion made by Mr. Tidwell and seconded by Mrs. Rosales, to approve first and final reading of Policy 4.603 – Promotion and Retention.**

**Roll Call Vote:**

**Mr. Young – Yes**  
**Mr. Tidwell – Yes**  
**Mrs. Darby – Yes**  
**Mrs. Maxwell – Yes**  
**Ms. Sharp – Yes**  
**Mrs. Rosales – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**

**Motion passes.**

- n. Policy 4.6041 – Testing for Credit**  
Adds French I as an approved course.

**Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to approve first and final reading of Policy 4.6041 – Testing for Credit.**

**Roll Call Vote:**

**Mr. Tidwell – Yes**  
**Mrs. Darby – Yes**  
**Mrs. Maxwell – Yes**  
**Ms. Sharp – Yes**  
**Mrs. Rosales – Yes**  
**Mr. Young – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**

**Motion passes.**

- o. Policy 4.605 – Graduation Requirements**  
Removes language for homebound students to another policy. Adds IB mathematics for allowable course substitutions.

**Motion made by Mrs. Maxwell and seconded by Mr. Tidwell, to approve first and final reading of Policy 4.605 – Graduation Requirements**

**Roll Call Vote:**

**Mrs. Darby – Yes**  
**Mrs. Maxwell – Yes**  
**Ms. Sharp – Yes**  
**Mrs. Rosales – Yes**  
**Mr. Young – Yes**  
**Mr. Tidwell – Yes**

**Mrs. Bratton – Yes**

**Vote: All yes**

**Motion passes.**

**p. Policy 4.606 – Graduation Activities**

Adds language for homebound students from Policy 4.605.

**Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to approve first and final reading of Policy 4.606 – Graduation Activities.**

**Roll Call Vote:**

**Mrs. Rosales – Yes**

**Ms. Sharp – Yes**

**Mr. Young – Yes**

**Mr. Tidwell – Yes**

**Mrs. Maxwell – Yes**

**Mrs. Darby – Yes**

**Mrs. Bratton – Yes**

**Vote: All yes**

**Motion passes.**

**q. Policy 5.115 – Assignment/Transfer**

Changes notification of transfer of employees.

**Motion made by Mrs. Maxwell and seconded by Ms. Sharp, to approve first and final reading of Policy 5.115 – Assignment/Transfer.**

**Roll Call Vote:**

**Ms. Sharp – Yes**

**Mr. Young – Yes**

**Mrs. Rosales – Yes**

**Mrs. Darby – No**

**Mr. Tidwell – Yes**

**Mrs. Maxwell – Yes**

**Mrs. Bratton – Yes**

**Vote: Majority**

**Motion passes.**

**r. Policy 5.118 – Background Investigations**

Updates language to reflect the practice of the district that people who appear on the sex offender registry shall not be employed by the district.

**Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to approve first and final reading of Policy 5.118 – Background Investigations.**

**Roll Call Vote:**

**Mrs. Maxwell – Yes  
Mrs. Rosales – Yes  
Mr. Tidwell – Yes  
Mr. Young – Yes  
Mrs. Darby – Yes  
Ms. Sharp – Yes  
Mrs. Bratton – Yes**

**Vote: All yes  
Motion passes.**

- s. Policy 5.307 – Physical Assault Leave**  
Adds language to expand leave from teachers to any employee as a result of physical assault resulting from their employment duties pursuant to change in state law.

**Motion made by Mrs. Darby and seconded by Mrs. Rosales, to approve first and final reading of Policy 5.307 – Physical Assault Leave.**

**Roll Call Vote:**

**Mr. Young – Yes  
Mr. Tidwell – Yes  
Mrs. Darby – Yes  
Mrs. Maxwell – Yes  
Ms. Sharp – Yes  
Mrs. Rosales – Yes  
Mrs. Bratton – Yes**

**Vote: All yes  
Motion passes.**

- t. Policy 5.701 – Substitute Teachers.**  
Adds annual school safety training for substitute teachers pursuant to change in state law.

**Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to approve first and final reading of Policy 5.701 – Substitute Teachers.**

**Roll Call Vote:**

**Mr. Tidwell – Yes**  
**Mrs. Darby – Yes**  
**Mrs. Maxwell – Yes**  
**Ms. Sharp – Yes**  
**Mrs. Rosales – Yes**  
**Mr. Young – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**

**Motion passes.**

**u. Policy 5.802 – Qualifications and Duties of the Director of Schools**

Adds language requiring the Director of Schools to report if an educator has pleaded guilty, nolo contendere to, or has been convicted or otherwise found guilty of certain offenses in another jurisdiction pursuant to change in state law.

**Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to approve first and final reading of Policy 5.802 – Qualifications and Duties of the Director of Schools**

**Roll Call Vote:**

**Mrs. Darby – Yes**  
**Mrs. Maxwell – Yes**  
**Ms. Sharp – Yes**  
**Mrs. Rosales – Yes**  
**Mr. Young – Yes**  
**Mr. Tidwell – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**

**Motion passes.**

**v. Policy 6.200 – Attendance**

Changes language for acceptance of excused absence notes. Also updates absences for classes on a 4x4/modified block schedule.

**Motion made by Mrs. Maxwell and seconded by Mr. Tidwell, to approve first and final reading of Policy 6.200 – Attendance.**

**Roll Call Vote:**

**Mrs. Rosales – Yes**  
**Ms. Sharp – Yes**  
**Mr. Young – Yes**

**Mr. Tidwell – Yes**  
**Mrs. Maxwell – Yes**  
**Mrs. Darby – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**  
**Motion passes.**

- w. Policy 6.2011 – Voluntary Pre-K Attendance**  
Updates district contact information for the Pre-K program.

**Motion made by Mr. Tidwell and seconded by Mrs. Rosales, to approve first and final reading of Policy 6.2011 – Voluntary Pre-K Attendance.**

**Roll Call Vote:**

**Ms. Sharp – Yes**  
**Mr. Young – Yes**  
**Mrs. Rosales – Yes**  
**Mrs. Darby – Yes**  
**Mr. Tidwell – Yes**  
**Mrs. Maxwell – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**  
**Motion passes.**

- x. Policy 6.203 – School Admissions**  
Adds language allowing principals to request information regarding certain delinquent offenses of students pursuant to change in state law.

**Motion made Mrs. Maxwell and seconded by Mrs. Rosales, to approve first and final reading of Policy 6.203 – School Admissions.**

**Roll Call Vote:**

**Mrs. Maxwell – Yes**  
**Mrs. Rosales – Yes**  
**Mr. Tidwell – Yes**  
**Mr. Young – Yes**  
**Mrs. Darby – Yes**  
**Ms. Sharp – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**  
**Motion passes.**

**y. Policy 6.300 – Code of Conduct**

Add language requiring law enforcement and Director of Schools to be immediately notified of an assault on school property. Adds a separate category of assault of an LEA employee pursuant to change in state law.

**Motion made by Mr. Tidwell and seconded by Mrs. Rosales, to approve first and final reading of Policy 6.300 – Code of Conduct.**

**Roll Call Vote:**

**Mr. Young – Yes**

**Mr. Tidwell – Yes**

**Mrs. Darby – Yes**

**Mrs. Maxwell – Yes**

**Ms. Sharp – Yes**

**Mrs. Rosales – Yes**

**Mrs. Bratton – Yes**

**Vote: All yes**

**Motion passes.**

**z. Policy 6.3041 – Title IX and Sexual Harassment**

Postponed from meeting on 3/18/2024. Changes timeline for notice of before beginning investigation and changes timeline for completion of investigations.

**Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to approve first and final reading of Policy 6.3041 – Title IX and Sexual Harassment.**

**Roll Call Vote:**

**Mr. Tidwell – No**

**Mrs. Darby – No**

**Mrs. Maxwell – Yes**

**Ms. Sharp – No**

**Mrs. Rosales – Yes**

**Mr. Young – Yes**

**Mrs. Bratton – Yes**

**Vote: Majority**

**Motion passes.**

**aa. Policy 6.309 – Zero Tolerance Offenses**

Adds language that a valid threat of mass violence shall be determined by a threat assessment team pursuant to change in state law.

**Motion made by Mrs. Maxwell and seconded by Mr. Tidwell, to approve first and final reading of Policy 6.309 – Zero Tolerance Offenses.**

**Roll Call Vote:**

**Mrs. Darby – Yes  
Mrs. Maxwell – Yes  
Ms. Sharp – Yes  
Mrs. Rosales – Yes  
Mr. Young – Yes  
Mr. Tidwell – Yes  
Mrs. Bratton – Yes**

**Vote: All yes  
Motion passes.**

**bb. Policy 6.316 – Suspension**

Adds language that invalid threats of mass violence as determined by a threat assessment team can still result in suspension. Adds that a student can be suspended from school-sponsored activities for one year for an assault of an employee pursuant to change in state law.

**Motion made by Mrs. Maxwell and seconded by Ms. Sharp, to approve first and final reading of Policy 6.316 – Suspension.**

**Roll Call Vote:**

**Mrs. Rosales – Yes  
Ms. Sharp – Yes  
Mr. Young – Yes  
Mr. Tidwell – Yes  
Mrs. Maxwell – Yes  
Mrs. Darby – Yes  
Mrs. Bratton – Yes**

**Vote: All yes  
Motion passes.**

**cc. Policy 6.318 – Admission of Suspended or Expelled Students**

Adds language allowing principals to request information regarding certain delinquent offenses of students pursuant to change in state law.

**Motion made by Mrs. Maxwell and seconded by Mr. Tidwell, to approve first and final reading of Policy 6.318 – Admission of Suspended or Expelled Students.**



**Roll Call Vote:**

**Ms. Sharp – Yes**  
**Mr. Young – Yes**  
**Mrs. Rosales – Yes**  
**Mrs. Darby – Yes**  
**Mr. Tidwell – Yes**  
**Mrs. Maxwell – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**  
**Motion passes.**

**dd. Policy 6.409- Reporting Child Abuse**

Adds requirement that the Director of Schools submit the names of the child abuse coordinator and an alternate for each school to the Department of Children's Services pursuant to change in state law.

**Motion made by Ms. Sharp and seconded by Mrs. Darby, to approve first and final reading of Policy 6.409- Reporting Child Abuse.**

**Roll Call Vote:**

**Mrs. Maxwell – Yes**  
**Mrs. Rosales – Yes**  
**Mr. Tidwell – Yes**  
**Mr. Young – Yes**  
**Mrs. Darby – Yes**  
**Ms. Sharp – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**  
**Motion passes.**

**ee. Policy 6.415 – Student Suicide Prevention**

Updates language for clarity and consistency.

**Motion made by Mrs. Rosales and seconded by Mr. Tidwell, to approve first and final reading of Policy 6.415 – Student Suicide Prevention.**

**Roll Call Vote:**

**Mr. Young – Yes**  
**Mr. Tidwell – Yes**  
**Mrs. Darby – Yes**  
**Mrs. Maxwell – Yes**

**Ms. Sharp – Yes**  
**Mrs. Rosales – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**  
**Motion passes.**

## **2. New Policies**

**a. Policy 3.2051 – School Resource Officers (SROs) Involvement and Curriculum Implementation**

(1) Postponed from meeting on 3/18/2024. Policy for SROs involvement and curriculum implementation. (2) Adds language for which class can be used to for sessions.

**Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to approve first and final reading of Policy 3.2051 – School Resource Officers (SROs) Involvement and Curriculum Implementation**

**Roll Call Vote:**

**Mr. Tidwell – Yes**  
**Mrs. Darby – Yes**  
**Mrs. Maxwell – Yes**  
**Ms. Sharp – Yes**  
**Mrs. Rosales – Yes**  
**Mr. Young – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**  
**Motion passes.**

**b. Policy 4.213 – Family Life Education**

Policy for instruction on family life curriculum.

**Motion made by Mr. Young and seconded by Ms. Sharp, to approve first and final reading of Policy 4.213 – Family Life Education**

**Roll Call Vote:**

**Mrs. Darby – Yes**  
**Mrs. Maxwell – Yes**  
**Ms. Sharp – Yes**  
**Mrs. Rosales – Yes**  
**Mr. Young – Yes**  
**Mr. Tidwell – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**  
**Motion passes.**

- c. **Policy 4.214 – Use of Artificial Intelligence Programs**  
Policy for use of artificial intelligence for instructional and assignment purposes.

**Motion made by Ms. Sharp and seconded by Mrs. Darby, to approve first and final reading of Policy 4.214 – Use of Artificial Intelligence Programs.**

**Roll Call Vote:**

**Mrs. Rosales – Yes**  
**Ms. Sharp – Yes**  
**Mr. Young – Yes**  
**Mr. Tidwell – Yes**  
**Mrs. Maxwell – Yes**  
**Mrs. Darby – Yes**  
**Mrs. Bratton – Yes**

**Vote: All yes**  
**Motion passes.**

- d. **Policy 6.4052 – Opioid Antagonist**  
Policy for possession and maintenance of opioid antagonists.

**Motion made by Mrs. Rosales and seconded by Mrs. Darby, to approve first and final reading of Policy 6.4052 – Opioid Antagonist.**

**Roll Call Vote:**

**Ms. Sharp – Yes**  
**Mr. Young – Yes**  
**Mrs. Rosales – Yes**  
**Mrs. Darby – Yes**  
**Mr. Tidwell – Yes**  
**Mrs. Maxwell – No**  
**Mrs. Bratton – Yes**

**Vote: Majority**  
**Motion passes.**

Recommended Approval of Two Motions:

1. Recommended Approval – motion to suspend Board Policy 1.600 to specifically waive the two readings requirement for the above policies as presented; and

***Motion moved to the top policy section for Board approval.***

~~2. Recommended Approval motion to adopt on the first and final reading the above policies as presented.~~

***Motion #2 was no longer relevant. Motion #1 to suspend Board Policy 1.600 to specifically waive the two readings requirement for the above policies as presented, was voted on and passed.***

**II. Visitor Code of Conduct**

A change in Tennessee State Law (Public Acts of 2024, Chapter 810), requires the Board to adopt a code of conduct for visitors which describes the type of behavior expected from a visitor entering on school grounds and the consequences of a visitor's failure to adhere to the standards. The code must emphasize the importance of appropriate language, respect for the person and property of others, and for establishing and maintaining a safe, secure, and peaceful educational setting that promotes learning and positive character development. The code must be placed where visitors can see it, be posted to the district and school websites, and a printed copy given to parents/guardians.

**Motion made by Mrs. Maxwell and seconded by Ms. Sharp, to approve the Visitor Code of Conduct as presented.**

**Vote: All yes  
Motion passes.**

**III. 2024-2025 Approved Fees**

Per Policy 6.709, prior to the beginning of each school year, the Board, upon the recommendation of the principals and the Director of Schools, shall approve all student fees for the upcoming school year. Additional fees may be approved during the year as needed.

**Motion made by Mrs. Darby and seconded by Mrs. Rosales, to approve the fee list as presented for the 2024-2025 school year.**

**Vote: All yes  
Motion passes.**

**10. ENGINEERING AND CONSTRUCTION (TAB 4)**

I. Request for a digital sign for Smyrna Primary School: Principal Jason Eaton is requesting to purchase a new digital sign through the TIPS bid process. The new sign will be provided by Golden Rule at a cost of \$26,678.12 and will be funded through school accounts. This request is at no cost to the Board. Engineering and Construction has reviewed the request and has no objection.

**Motion by Mrs. Maxwell and seconded by Mr. Tidwell, to approve the digital sign request at Smyrna Primary School as presented.**

**Vote: All yes  
Motion passes.**

II. Request for baseball turf installation: Principal Justin Smith, of Blackman High School is requesting to install synthetic turf to the home plate and pitcher's mound areas. The cost for this request is \$26,885.00 and will be awarded to STS Distribution. The funds for this project will come from the Blackman High School baseball account. This request will be at no cost to the Board. Engineering and Construction has reviewed the request and has no objection.

**Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to approve the Blackman High School baseball turf request as presented.**

**Vote: All yes  
Motion passes.**

## **11. NAMING REQUEST**

Principal Steve Luker is requesting to name the Rockvale High School football field in honor of Homer Brown. Mr. Brown is an original 1955 Rockvale High Graduate and community member.

**Motion made by Mrs. Darby and seconded by Mrs. Maxwell, to approve the renaming of the Rockvale High School football field as presented.**

**Vote: All yes  
Motion passes.**

**August 23 football game, dedication of the new name during half-time.**

## **12. DIRECTOR'S EVALUATION RESULTS**

**Mrs. Bratton read the 2024 Rutherford County Director of Schools' evaluation results and comments submitted to the Tennessee School Boards Association (TSBA).**

**Mrs. Bratton indicated that sections 1.6, 1.7, 1.8 & 1.9 in Appendix C- Achievement of Board Goals/Strategic Plan should be corrected to a rating of "5" to accurately reflect RCS data. After consulting with TSBA, Mrs. Bratton has requested a new evaluation for sections 1.6-1.9 to allow the board members the opportunity to re-submit the correct evaluation score.**

## **13. INSURANCE**

**Dr. Anthony stated that interviews for the Benefit Coordinator position were held today. Recommendations for the position will be made soon.**

**Additionally, in September benefit rates will be reviewed and open enrollment will be held the first two weeks of October.**

#### **14. FINANCIAL REPORT**

**Dr. Sullivan shared that Mr. Runion is currently attending the Budget, Finance & Investment Committee Meeting at the County Courthouse in the event the Committee has any question regarding RCS' request for design fees. We received our first TISA estimate today of 14 million with charter school enrollment.**

#### **15. DIRECTOR'S UPDATE**

**Dr. Sullivan reported:**

**Student enrollment was 52,001 on the two-hour day and as of today, has gone up to 52,070.**

**He has visited all the 51 RC schools over the last couple of days, spoke to faculty and wants us all to make sure to remember the human element. That is the focus for this school year; the teacher, parents, and students. Please remember the people we serve.**

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

**Nothing new to report.**

#### **17. FEDERAL RELATIONS NETWORK (FRN) UPDATE**

**Nothing new to report.**

#### **18. GENERAL DISCUSSION**

**Mrs. Rosales commented on Dr. Sullivan's evaluation, specifically the administrator's portion and their evaluation of him and his leadership. Nothing has changed from the year prior. She also commented on leadership's transparency of data and his willingness to help at any given time.**

**Mr. Tidwell reminded everyone about Walter Hill Elementary's 100 Year Celebration this Saturday, August 10<sup>th</sup> from 11:00am-1:00pm.**

**Mr. Lee provided a transportation bus update and discussed the ongoing concerns we are having with the development of new subdivisions.**

**Dr. Sullivan thanked all CO staff and Principals, Assistant Principals, Teachers, EA's and all staff for great first day of school. We just could not do it without everyone!**

**Dr. Chastain indicated the Innovative School Model projects were emailed to the Board.**

**Mr. Lee displayed a floor plan and rendering of Poplar Hill Elementary and has also emailed it to the Board.**

## **19. ADJOURNMENT**

Motion made by Mrs. Darby and seconded by Mrs. Maxwell, to adjourn the meeting at 7:00 P.M.

Approval of Agenda Minutes

\_\_\_\_\_  
Shelia Bratton, RCS BOE Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. James Sullivan, RCS Director of Schools

\_\_\_\_\_  
Date

Rutherford County School Board Meetings and exact conversations are recorded and may be found at the following link: <https://www.youtube.com/playlist?list=PL7CB325821E536E8D>. Board Meeting minutes are provided as a supplement to the recording.

## MEMORANDUM

DATE: August 5, 2024  
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 remanded to alternative school for possession of a THC vape.

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: Admit and place into alternative school.



## MEMORANDUM

DATE: August 8, 2024  
TO: Dr. James Sullivan, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline (2)

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

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.

## MEMORANDUM

DATE: August 8, 2024  
TO: Dr. James Sullivan, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline (3)

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

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: Admit and place into alternative school.



2024-25

**Rutherford County**  
*Director of Schools*  
*Performance Evaluation Instrument*

# Performance Evaluation Guidelines

1. An Annual evaluation of the Director of Schools shall take place in June.
2. The evaluation shall be based on the duties and responsibilities of the Director of Schools set forth by the laws of the State of Tennessee and his contract.
3. The evaluation instrument utilized in this process shall be cooperatively developed by the Board and Director of Schools.
4. The evaluation rating scale to be used is as follows:

- 5 – Significantly above expectations
- 4 – Above expectations
- 3 – At expectations
- 2 – Below expectations
- 1 – Significantly below expectations

5. A satisfactory score will be if the average overall score is 3.00 or above.
6. Weighted sectional averages will be:

## Section I Qualitative:

Appendix A- Administrator Survey---33%

Appendix B- Board Observational Data---33%

## Section II Quantitative:

Appendix C- Achievement of Board Goals/ Strategic Plan---33%

7. Appendix A needs to be distributed to administrators in June in order to be completed and included in the written evaluation to Director of Schools in June.
8. Appendix B and C needs to be distributed to all board members in June in order to be completed and included in the written evaluation to Director of Schools in June.
9. The Board shall meet with the Director of Schools to discuss the evaluation results at the July board meeting. The evaluation shall include a recommendation for improvement in any areas where the Board deems the Director of School's performance to be unsatisfactory or in need of improvement.
10. The Director of Schools shall have the right to make a written or oral response to the evaluation.
11. A copy of the written evaluation shall be delivered to the Director of Schools two weeks prior to the July board meeting.

SECTION I – QUALITATIVE  
APPENDIX A – Administrator Survey

Administrator's Perceptions of Director's Performance	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
1. The director models good communication skills.					
2. The director is knowledgeable about the curriculum.					
3. The director ensures that funds are spent wisely.					
4. The director supports professional learning activities for teachers and administrators.					
5. The director maintains positive relationships with administrators.					
6. The director creates an atmosphere of trust and mutual respect throughout the district.					
7. The director enforces board policy in a fair and consistent manner.					
8. The director takes an active leadership role in the instructional improvement.					
9. The director evaluates my performance in a fair and consistent manner.					
10. The director interacts effectively with system employees.					
11. The director is accessible to administrators.					
12. The director develops good staff morale and loyalty to the system.					
13. The director works effectively with the school board.					
14. The director involves administrators as much as possible in decision-making.					
15. The director demonstrates a caring attitude.					

SECTION I – QUALITATIVE

APPENDIX B – Board Observational Data

Board Observational Data	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
<b>BOARD RELATIONSHIPS</b>					
1. Keeps all board members informed on issues, needs and operation of the school system, including employment, promotion, and dismissal of personnel.					
2. Has a harmonious relationship with the board.					
3. Maintains a high degree of understanding and respect between staff and the board.					
4. Interprets and executes the intent of board policy through the development of administrative procedures.					
5. Seeks and accepts constructive criticism of work from the board.					
6. Remains impartial toward the board, treating all board members alike.					
7. Refrains from criticism of members of the board.					
8. Goes immediately and directly to the board when he/she feels an honest, objective difference of opinion exists between him/her and any or all members of the board, in an earnest effort to resolve such difference immediately.					
9. Offers professional advice to the Board on items requiring board action, with appropriate recommendations based on thorough review and analysis					
10. Supports board policy and actions to the public and staff					
<b>Total Mean Score for Board Relationships</b>					

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
<b>COMMUNITY RELATIONSHIPS</b>					
1. Is an effective spokesperson for the school system.					
2. Models the highest professional standards to the community.					
3. Builds public support for school district.					
4. Develops cooperative relationships with the news media.					
5. Establishes partnerships with area businesses, institutions of higher education, and community groups to strengthen programs and support school district goals.					
6. Treats community equitably.					
7. Uses public resources and funds appropriately and wisely.					
8. Encourages parental involvement.					
<b>Total Mean Score for Community Relationships</b>					

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
<b>STAFF AND PERSONNEL RELATIONSHIPS</b>					
1. Develops good staff morale and loyalty to the system.					
2. Treats all personnel fairly.					
3. Demonstrates use of system and staff evaluation data for personnel policies, decision-making, promotion of career growth and professional development.					
4. Recognizes staff for their professional achievements.					
5. Provides shared leadership and decision-making opportunities for staff that promotes a climate of collaboration and collegiality.					
6. Recognizes staff for their professional achievements					
7. Through shared leadership, offers continuous improvement opportunities for educators and staff that is focused on student learning consistent with the school districts vision and goals					
<b>Total Mean Score for Staff and Personnel Relationships</b>					



	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
<b>FACILITIES, FINANCE AND HUMAN RESOURCES</b>					
1. Demonstrates knowledge of school facilities and develops a process that builds internal and public support for facility needs, including bond issues and capital improvement plans.					
2. Ensures the maintenance of school property and the safety of personnel and property.					
3. Meets and works collaboratively with the Board and appropriate staff to determine priorities for budgeting and the effective allocation of space and human resources.					
4. Provides accurate and timely reports to the board on the financial condition of the school system.					
5. Creates and maintains a safe, clean, and aesthetically pleasing environment at all schools.					
<b>Total Mean Score for Facilities, Finance and Human Resources</b>					

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
<b>VISION</b>					
1. Works effectively with board, staff, and community to develop long-range strategic plans.					
2. Initiates communication and facilitates cooperation and collaboration among staff regarding the district's mission, curriculum, and program initiatives.					
3. Keeps board and community informed of progress towards long-range goals.					
4. Clearly articulates system's vision, mission and priorities to community and media.					
5. Recognizes and celebrates the contributions of school community members to the realization of the vision.					
6. Uses relevant demographic and student performance data pertaining to students and their families in developing the school district mission and goals.					
<b>Total Mean Score for Vision</b>					

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
<b>STUDENT ACHIEVEMENT</b>					
1. Develops, implements, promotes, and monitors continuous improvement in student achievement by using a variety of appropriate techniques.					
2. Applies effective methods of providing, monitoring, evaluating, and reporting student achievement.					
3. Involves faculty and stakeholders in enhancement and renewal of curriculum to ensure alignment of curriculum, instruction, and assessment to Tennessee State Standards.					
4. Applies and communicates qualitative and quantitative findings to identify strengths and weaknesses in programs and practices in order to ensure continuous improvement.					
5. Leads board and other stakeholders through annual analysis of district academic performance					
6. Establishes curriculum planning to anticipate occupational trends and school-to-career needs.					
7. Formulates plan to assess appropriate teaching methods and classroom management strategies for all learners.					
8. Works collaboratively with members of the staff in using student achievement data to determine relevant professional development opportunities					
9. Meets with principals regularly to provide feedback on goal achievement and to assess ongoing school improvement efforts.					
10. Identifies, clarifies, and addresses barriers to student learning.					
11. Recognizes and celebrates student accomplishments.					
<b>Total Mean Score for Student Achievement</b>					

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
<b>MANAGEMENT AND OPERATIONS</b>					
1. Ensures that operational plans and procedures to achieve the vision and goals of the school district are in place.					
2. Confronts and resolves problems in a timely manner.					
3. Aligns financial, human, and material resources to the goals of school district.					
4. Identifies multiple points of view for problem solving various situations and involves stakeholders in decisions impacting schools.					
5. Demonstrates professional and effective conflict resolution skills.					
6. Uses effective communication skills.					
7. Participates in professional learning that is aligned with strategic plan and enhances leadership skills.					
8. Promotes a climate of trust and teamwork within the district.					
9. Establishes procedures and practices for dealing with emergencies such as weather, threats to the school, student violence and trauma.					
<b>Total Mean Score for Management and Operations</b>					

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
<b>INTEGRITY, FAIRNESS AND ETHICS</b>					
1. Examines personal and professional values to develop a personal and professional code of ethics that demonstrates personal integrity.					
2. Demonstrates values, beliefs, and attitudes that inspire others to higher levels of performance.					
3. Serves as a role model.					
4. Accepts responsibility for school operations.					
5. Treats people fairly, equitably, and with dignity and respect.					
6. Exhibits multicultural and ethnic understanding and sensitivity.					
7. Recognizes and respects the legitimate authority of others.					
8. Applies laws and procedures fairly, wisely, and considerately.					
<b>Total Mean Score for Integrity, Fairness and Ethics</b>					

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
<b>POLITICAL/ SOCIAL/ CULTURAL CONTEXT</b>					
1. Ensures that the environment in which schools operate is influenced on behalf of students and their families.					
2. Ensures that there is ongoing dialogue with representatives of diverse community groups.					
3. Promotes and expects a district-based climate of tolerance, acceptance, and civility.					
4. Establishes a culture that encourages responsible risk-taking while requiring accountability for results.					
<b>Total Mean Score for Political/ Social/ Cultural Context</b>					

SECTION II-QUANTITATIVE:  
APPENDIX C-Achievement of Board Goals/ Strategic Plan

Annual Objectives	5 – Significantly Above Expectations	4 –Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
<i>Performance Objective 1: Ensure that there is a continuous improvement plan for student achievement and growth.</i>					
Performance Indicator - The performance objective is complete when the Director of Schools reports:					
1. District resources are clearly aligned to the district vision, goals, and improvement plan.					
2. Examine data, set goals and stay the course or initiate change as necessary.					
3. Graduation Rate- Above 95% graduation rate for applicable cohort (91%-91.9%= score of 1, 92.0%-92.9%= score of 2, 93.0%-93.9%=score of 3, 94.0% to 94.9-score of 4, above 95%= score of 5					
4. TVAAS system-wide literacy score (1-5). Growth level achieved equates to numerical score					
5. TVAAS system-wide numeracy score (1-5) Growth level achieved equates to numerical score					
6. TVAAS system-wide composite score (1-5) Growth level achieved equates to numerical score					

	5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
<b><i>Performance Objective 2: Develop a school district strategic plan.</i></b>					
Performance Indicators - The performance objective is complete when the Director of Schools reports:					
1. Annual and long-range goals, along with measurable objectives and strategies, have been established with input from Board, staff and community members.					
<b><i>Performance Objective 3: Evaluate the organizational structure of the district and reorganize as necessary to achieve maximum effectiveness.</i></b>					
Performance Indicators - The performance objective is complete when the Director of Schools reports:					
1. The reorganization of personnel and a revised organizational chart has been developed.					
<b><i>Performance Objective 4: Develop a comprehensive plan to promote school system and increase parent and community involvement.</i></b>					
Performance Indicators - The performance objective is complete when the Director of Schools reports:					
1. Promotional tools for the school system have been developed such as rebranding, redesigned web presence, blogs, podcasts, videos and publications					



	5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
<b><i>Performance Objective 5: Work with the school board to develop and implement an annual plan for promoting school system and increasing communication and support with the county commission/city council.</i></b>					
Performance Indicator - The performance objective is complete when the Director of Schools reports:					
1. The board adopts an annual agenda for promotion, which includes activities, which the board and/or the Director will complete during the year. The plan must include activities to build support from the County Commission and subsequent committees					
<b><i>Performance Objective 6: Develop a budget for the school board as outlined in school policies, activities in the school board annual agenda, and guidelines established by the State Department of Education.</i></b>					
Performance Indicator - The performance objective is complete when the Director of Schools reports:					
1. A budget document has been formulated using procedures required by school board policies, activities in the school board annual agenda, and guidelines established by the State Department of Education.					
<b><i>Performance Objective 7: Ensure the Board's annual agenda is developed and implemented.</i></b>					
Performance Indicator - The performance objective is complete when the Director of Schools reports:					
1. Evidence that annual agenda items referencing the Director of Schools have been completed or are ongoing and nearing completion.					

	5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
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***Performance Objective 8: Provide and promote activities that give the school board an opportunity to review its effectiveness and improve the relationship between individual school board members, and the school board as a whole with the Director of Schools.***

Performance Indicators - The performance objective is complete when the Director of Schools reports:

1. Information regarding improvement activities such as workshops, clinics, conventions, board retreats, etc.					
2. Information regarding criteria for individual school board member recognition (e.g., Boardsmanship Awards), school board recognition (e.g., Board of Distinction) and the criteria required for school board district and state recognition.					
3. A self-evaluation instrument that reviews school board effectiveness and allows for each school board member to make recommendations and suggestions for improvement has been distributed to the Board for their review.					

**Director of Schools  
Overall Evaluation Score**

**Section I Qualitative:**

Appendix A-Administrator Survey \_\_\_\_\_ X \_\_\_\_% = \_\_\_\_  
\_\_\_\_\_

Appendix B-Board Observational Data \_\_\_\_\_ X \_\_\_\_% = \_\_\_\_  
\_\_\_\_\_

**Section II Quantitative**

Appendix C-Achievement of Board \_\_\_\_\_ X \_\_\_\_% = \_\_\_\_  
\_\_\_\_\_  
Goals/ Strategic Plan

**OVERALL EVALUATION SCORE** \_\_\_\_\_



Rutherford County Schools  
2024/25 Fund 177 Budget  
Major Capital Projects  
Budget Amendment

Object	Description	Amendment #1			Amended
		Original	Decrease	Increase	
34685	Comm for Capital Proj.	8,318,670	2,000,000		6,318,670
91300	Education Capital Projects				
335	Maint. & Repair Serv. - Bldgs.	18,552,525	2,000,000		20,552,525
	Total Education Capital Projects	18,552,525	2,000,000	-	20,552,525
	Total Expenditures	18,977,525	2,000,000	-	20,977,525

-

This amendment moves funds from account 34685-Committed for Capital Projects to account 91300-335-Maintenance & Repair Services-Buildings in the amount of \$2,000,000. Historically, the ending fund balance has been used to allow the long lead materials and emergency acquisitions to be ordered prior to revenues, specifically property taxes, being collected. The movement of this money from fund balance will go to fund the LED Lighting Projects in Fund 177.

**Recommended motion** – to amend the 2024/25 Capital Projects Budget, Fund 177, by reducing account 34685-Committed for Capital Projects and by increasing account 91300-335-Maintenance and Repair Services–Buildings in the amount of \$2,000,000 as presented.

\_\_\_\_\_  
Director of Schools

\_\_\_\_\_  
Chairman of the Board

**RUTHERFORD COUNTY BOARD OF EDUCATION BUS TRANSPORTATION  
SERVICES CONTRACT SERVICES CONTRACT AFTER SCHOOL  
EXTENDED SESSIONS**

THIS AGREEMENT is executed and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (“CONTRACTOR”), and the Rutherford County Board of Education, 2240 Southpark Drive, Murfreesboro, Tennessee 37128 (“the Board”). This Agreement ends on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BACKGROUND**

CONTRACTOR is an owner-operator of one or more school buses and desires to provide student transportation services for the Board. The Board is willing to contract with the CONTRACTOR for this purpose. Pursuant to TCA § 49-6-2101(e), CONTRACTOR and the Board have mutually agreed that the terms and conditions of this Agreement will govern their relationship from this date forward and will supersede all prior agreements and understandings between them.

**AGREEMENT**

In consideration of the foregoing and the mutual covenants contained herein, CONTRACTOR and the Board agree as follows:

**1. ROLE OF CONTRACTOR**

The Board contracts with the CONTRACTOR to provide “daily service” student transportation services for Rutherford County Schools and such “other transportation” as individual schools, clubs, or departments may request.

- 1.1. “Daily services” is defined as all home-to-school and school-to-home transportation of any students of Rutherford County Schools that take place at the beginning or end of the school day for such students. Variations may be made for mid-day runs for students on abbreviated schedules, and locations such as daycares may be designated as the student’s “home” for the purposes of “daily services.”
- 1.2. “Other transportation” is defined as any school-approved transportation of students and Rutherford County Schools personnel other than daily services, e.g. transportation to/from extracurricular events. Daily services must be completed prior to a bus engaging in other transportation.
- 1.3. The Board shall provide liability insurance through Rutherford County’s self-insurance program on all school buses operated by CONTRACTOR to fulfill this Contract in an amount that will cover losses, property damages and bodily injuries to all third parties and protect the CONTRACTOR and CONTRACTOR’s bus drivers for any liability exposure during school related activities in an amount up to \$350,000. In addition, the Board will provide excess carrier insurance coverage up to a coverage limit of \$5,000,000 subject to any limitations and exclusions in Rutherford County’s excess liability insurance policy that will cover losses, property damages, and bodily injuries to all third parties and protect the CONTRACTOR and CONTRACTOR’s bus drivers for any liability exposure during school related activities. CONTRACTOR is responsible to obtain property casualty insurance on CONTRACTOR’s

bus(es) if CONTRACTOR determines to do so. The general liability coverage referenced above shall be subject to the claims arising while CONTRACTOR's bus is on school related activities, in transit to or from school related activities, or in transit for repairs or fuel. Said coverage shall extend to liability claims to third parties caused by uninsured motorists in an amount up to \$350,000. Subject to Rutherford County continuing to carry excess carrier coverage for uninsured and underinsured motorist coverage, the Board will also provide uninsured and underinsured motorist coverage for CONTRACTOR during school related activities, in transit to or from school related activities, and in transit for repairs or fuel for any claims in excess of \$350,000 up to the amount of \$1,000,000, but said coverage will be subject to any limitations and exclusions provided in the Rutherford County's insurance policy with the excess carrier.

## **2. SPECIFIC DUTIES OF CONTRACTOR**

CONTRACTOR will ensure that s/he and any drivers working for CONTRACTOR will perform those duties and services as are customarily performed by school bus drivers in the State of Tennessee and will perform those duties faithfully, conscientiously, and to the best of his/her ability. These specifically include but are not limited to the following:

### **2.1. Personal Conduct**

- a. To engage in no act or omission that endangers the safety and/or wellbeing of any student or places any student at risk.
- b. To establish appropriate rapport with students, parents, and school administrators to ensure proper student management.
- c. To comply with the Board's drug and alcohol policies contained in "Appendix A" of this agreement. Any updates to these policies shall be furnished to CONTRACTOR, and CONTRACTOR will comply with said changes during this Agreement.
- d. To submit to random background checks and drug and alcohol testing as may be required by the policies and procedures of the Board or any governmental agency and/or as may otherwise be necessary to determine the fitness for duty of CONTRACTOR, and to require any driver the CONTRACTOR may employ to submit to these background checks and testing. A copy of the testing protocols is attached in "Appendix A." The initial screening to qualify as a driver shall be paid by the individual being screened, as well as the second test of a split sample when requested by the individual being screened. Random and unplanned drug screening shall be conducted between 8:00 a.m. and 12:00 p.m., Monday through Friday, unless a random or unplanned drug screen is necessary for post-accident review or based on reasonable suspicion.
- e. To ensure all drivers understand that no smoking or use of tobacco products is allowed by any person on any bus or on any Board property at any time.

### **2.2. Maintenance and Inspection of Buses**

- a. To ensure that CONTRACTOR's buses are always clean, well-maintained, in good operating condition, and completely safe for the transportation of students.
- b. To obtain or to have access to one or more substitute school buses capable of

transporting like number of students assigned to the school bus route and to have each such substitute bus pre-approved by the Board's Director of Transportation or have a competent substitute driver who meets the qualifications specified in 6.1 of this agreement to cover the route. All substitute drivers shall have proof of qualifications and contact information on file with the RCS Transportation Department.

- c. To ensure that all buses are properly numbered with a Rutherford County School's assigned number; and have "Rutherford County Schools" properly displayed. Bus numbers shall be black, a minimum of six inches (6") in height, and shall not be placed on fenders, bumpers, etc. The bus number shall be displayed in the following locations:
  - i. On the left side of the bus body near the front, but not obscured by the stop arm;
  - ii. On the right side of the bus near the front door, but not obscured by the door;
  - iii. On the right rear of the bus near the emergency door.
- d. To allow and facilitate the periodic inspection of CONTRACTOR's bus by Rutherford County Schools, the Tennessee Department of Education, the Tennessee Department of Safety and Homeland Security, and/or any other governmental agency. The Board's Transportation Department shall give CONTRACTOR forty-eight (48) hour notice of its intent to inspect for any other reason.
- e. To ensure that all licenses, endorsements, permits, vehicle inspection reports, and similar documentation required for the CONTRACTOR to operate his/her bus or substitute bus for transportation of students are valid and current at all times, and to make such documents available as required by Rutherford County Schools and/or any other governmental agency.

### 2.3. Operation of Buses

- a. To require any driver driving on behalf of CONTRACTOR to participate in such safety training and continuing education as may be directed or required by Rutherford County Schools or any state or federal agency.
- b. To complete, certify, and submit all forms requested or required by the Board's Transportation Department including, but not limited to, updated route sheets, pupil load reports, and bus stop changes four weeks after the first full day of the new school year.
- c. To provide maintenance records requested by the Board's Transportation Department within twenty-four (24) hours after receiving written notice.
- d. To require any driver driving on behalf of the CONTRACTOR to be familiar with and abide by all policies, procedures, rules, regulations and other requirements affecting student transportation including, but not limited to, those set forth in the Rutherford County Schools Handbook and the Board Policy Manual, which the Board and/or Rutherford County Schools may revise and/or amend from time to time.
- e. To report all injuries, accidents, and occurrences to the Board and its insurance carrier



within the time limits specific by the carrier and the Board's Transportation Department and to cooperate fully in the Board's and/or carrier's investigation of all accidents and occurrences.

- i. Accidents will be classified as preventable or non-preventable by the Rutherford County's insurance carrier or insurance department. If CONTRACTOR is responsible for two (2) or more preventable accidents within a three (3) year period, the Board reserves the right to prohibit the responsible bus driver from operating a bus and the Board may, within the Board's discretion, terminate this Contract with the CONTRACTOR. In the event a CONTRACTOR is involved in an accident, the Board's Transportation Director shall advise the CONTRACTOR as to whether the Rutherford County's insurance carrier classifies said accident as preventable or non-preventable.
  - ii. Anytime a student is injured while on the bus or at a bus stop and a CONTRACTOR's bus driver is aware of the incident, the CONTRACTOR is responsible to file a report with the transportation department for the Board immediately.
- f. To refrain from display on any bus advertising signage, personal statements, religious symbols or statements, or political signage or statements.
- g. To ensure all drivers do not permit the bus aisle to be blocked for any reason. The path to the exit and emergency door must always be clear. CONTRACTOR shall make adequate accommodations on the bus for carry-on items in compliance with these provisions. Any questions regarding the safety or appropriateness of carry-on items determined by a driver to be dangerous, hazardous, or unsafe must be referred to the Director of Transportation by the CONTRACTOR.
  - i. Carry-on items must be held in the student's lap and must not exceed seat height.
- h. To provide Transportation Department with a copy of the insurance card and either a bus registration or a lease agreement in CONTRACTOR's name for all contracted bus routes.

#### 2.4. Capacity

- a. Non-special education buses shall have a capacity of ninety (90) or more. In the event a 90-passenger bus is unavailable, replacement buses used must have the same or greater capacity. If such a change is approved by the Director of Transportation, the agreement shall be brought to the Board for its approval.
- b. Special education buses must have seating between twenty-two (22) and thirty-one (31), with a minimum of one spot for a wheelchair.
- c. CONTRACTOR shall not change the type or size of a bus to result in added expenses for the Board unless, prior to any change, there has been an agreement in writing between the CONTRACTOR and the Board, unless the change was caused by circumstances beyond the CONTRACTOR's control.

#### 2.5. Bus Equipment

a. Radios

- i. The Board requires that anytime a bus of the CONTRACTOR is in operation, a two-way radio is on and operating and the Board's Transportation Department should be notified anytime the two-way radio is not operating properly.
- ii. Radios are to be used for school transportation related issues only. Federal guidelines for proper radio operation apply.
- iii. RCS is responsible for the maintenance and operation of the radio within state and federal Rules and Regulations.
- iv. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing radio system, RCS will provide the compliant system. CONTRACTOR is required to work with RCS to guarantee installation of the new system within thirty (30) days of notification from RCS.

b. Camera/Digital Recording

- i. CONTRACTOR shall allow RCS to equip buses with a Board-approved camera/recording system; to verify the system is on and operating anytime the bus is in use for transportation activities in which Rutherford County school students are involved; and to notify the Board's Transportation Department anytime the system is not operating properly.
- ii. The data recorded by the camera/recording system shall be the property of the Board, and shall, under no circumstances, be copied, disclosed, or altered by the CONTRACTOR.
- iii. CONTRACTOR shall permit the Board's Transportation Department access to the camera/recording system at any time for the purpose of reviewing and retrieving the recorded data and inspecting the operation of the system. The Transportation Department shall notify the CONTRACTOR prior to accessing the video from the bus. Notification may be made by call, email, or in person.
- iv. The CONTRACTOR shall protect the camera/recording system and its recorded data against any harm, damage, or loss.
- v. RCS is responsible for the maintenance and operation of the camera/digital recording device.
- vi. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing camera/recording system, RCS will provide the compliant system. CONTRACTOR is required to work with RCS to guarantee installation of the new system within thirty (30) days of notification from RCS.

c. Global Positioning System (GPS)

- i. CONTRACTOR shall allow RCS to equip all buses with a Board-approved GPS that records the path and speed of the bus; and to notify the Board's Transportation Department anytime the system is not operating properly.
- ii. RCS is responsible for the maintenance and operation of the GPS.
- iii. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing GPS, RCS will provide the compliant system. CONTRACTOR is required to work with RCS to guarantee installation of the new system within thirty (30) days of notification from RCS.
- d. Special Education buses shall have wheelchair lifts and be outfitted with all State and Federally mandated disability equipment. It is the responsibility of the CONTRACTOR to verify proper operation of the equipment and maintain all equipment in conformity with State and Federal law. All Special Education buses purchased or approved within this contact period must be equipped with functioning air conditioning systems.

#### 2.6. Communication with the RCS Transportation Department

- a. CONTRACTOR shall have an active telephone number, email, and address on file with the RCS Transportation Department. CONTRACTOR must be available at all times by phone or email, in case of emergency or planning changes.
- b. CONTRACTOR shall also provide active telephone numbers, email, and addresses for all drivers.
- c. CONTRACTOR shall be provided with a list of names and addresses for students on CONTRACTOR's routes. CONTRACTOR shall be responsible for planning an efficient route and communicating pick-up times to the student and his/her parents/guardians. The Route should be planned in a manner that ensures timely drop-off at the CONTRACTOR's designated summer school locations by that site's start time.
- d. CONTRACTOR should address all concerns and grievances to the Director of Transportation. If not resolved, CONTRACTOR may utilize the grievance procedure contained in Section 6.

#### 2.7. Penalties for Specific Acts of Non-Compliance

- a. While each and every duty set forth in Section 2 is vitally important to the transportation of Rutherford County Students, CONTRACTOR understands and agrees that the following breaches will result in the corresponding fines:
  - i. Failure to notify of inoperable cameras/digital recording or radio – Twenty-Five Dollars (\$25.00) per day;
  - ii. Misuse of radio for non-transportation business – 1st Offense: Warning; Additional Offenses: Twenty-Five Dollars (\$25.00) per incident, with the fine increasing by an additional twenty-five dollars (\$25.00) per each additional incident up to a maximum fine of One Hundred Dollars (\$100) per incident.

Special Education Bus with Non-functioning lifts and required equipment for students with

disabilities -- \$2.00 per seat deducted from the Seat Rate owed as compensation to the CONTRACTOR.

### **3. SPECIFIC DUTIES OF THE BOARD**

The BOARD, its agents, or employees will perform the following duties faithfully, conscientiously, and to the best of its ability. These specifically include but are not limited:

- 3.1 To notify Contractor in writing at least thirty (30) days after any changes to existing or newly formed policies and procedures affecting bus transportation services.
- 3.2 To communicate expectations regarding student carry-on item restrictions to school administrations.
- 3.3 To notify Contractor at least thirty (30) days in advance when Board mandated radio, GPS or camera/digital recording device is scheduled for modification, upgrade or replacement.
- 3.4 To repair any cosmetic damage to Contractor's bus caused by the installation of new or replacement Board mandated equipment, device, or chemical solution. Bus shall be returned to the cosmetic condition it was in prior to equipment installation or chemical use (as near as is reasonably practicable having due regard for normal wear and tear).
- 3.5 Contractor shall be paid on the twenty-sixth (26th) day of each month thereafter for the previous days of service not yet compensated. Checks shall be made available within three (3) days of being produced by the County Government.

### **4. BUS ROUTES AND ROUTE AWARDING**

- 4.1. For after school extended session routes. Priority lists will be randomly drawn for those schools based on the area CONTRACTOR serves. Routes will be distributed in the order the CONTRACTORS appear on the list.

### **5. COMPENSATION OF CONTRACTOR**

- 5.1. CONTRACTOR shall be paid a daily rate of two hundred and thirty five dollars (\$235) for providing additional services for the afterschool extended sessions. This fee shall be inclusive of all expenses, and no additional compensation will be awarded. CONTRACTOR must complete all scheduled days.
- 5.2. Period of Operation and District Closure
  - a. In the event a day of the extended session programs is cancelled for any reason, CONTRACTOR will be excused from duties and compensation will not be paid.
- 5.3. Compensation for Other Transportation
  - a. All arrangements and compensation for transportation outside of Daily Services for the extended session program shall be at the discretion of the Principal or Department Head requesting such transportation and the CONTRACTOR.

#### 5.4. No Other Compensation or Benefits

- a. The compensation set forth in this Agreement is to the exclusion of all other forms of compensation or benefits. The CONTRACTOR understands and agrees that s/he is to bear all other costs and expenses arising out of or related to his/her duties under this Agreement.
- b. Workers' Compensation
  - i. While the Board has arranged for motor vehicle liability insurance through its self-insured fund to be provided to the CONTRACTOR, CONTRACTOR understands that the Board does not provide CONTRACTOR with workers' compensation insurance.
  - ii. CONTRACTOR understands and acknowledges that, if Tennessee law requires CONTRACTOR to carry workers' compensation insurance, then CONTRACTOR is responsible for obtaining any such coverage.

### **6. EMPLOYMENT OF DRIVERS**

#### 6.1. Any driver employed by the CONTRACTOR must be qualified to operate a school bus.

- a. The driver must possess the necessary legal qualifications, licenses, and endorsements, and he/she must pass the requisite background checks.
- b. The driver must possess the practical skill and knowledge necessary to operate a school bus and to control its students.

#### 6.2. CONTRACTOR shall specify the assigned driver for each route that CONTRACTOR operates.

- a. The Board's Director of Transportation must approve any driver and any substitute driver in advance of the CONTRACTOR employing that driver on any Rutherford County Schools route or trip.
- b. The Board's Transportation Department will maintain a current list of approved drivers and substitutes.

#### 6.3. Physicals

- a. CONTRACTOR shall require every driver to submit to an annual Department of Transportation physical examination. CONTRACTOR must submit records of these examinations to the Board's Transportation Department prior to the first day of daily service of each new school year.
- b. When a bus driver has not been driving due to a sickness, illness, or other medical condition, the Board reserves the right to require said driver to have a medical examination by a physician selected by the Board or the Director of Transportation to confirm that the driver is able to safely operate a bus. In the event, the Board's selected physician is unable to determine from said physical examination that the driver can safely operate a bus, the Board reserves the right to prohibit said driver from operating a bus. The Board shall be responsible to pay the costs of any examination if required by

the Board. CONTRACTOR agrees to require the driver to execute a release to allow the examining physician to deliver a written report of said examination to the Board.

6.4. Direction and Control

- a. CONTRACTOR nor his/her drivers are considered employees of RCS. Drivers are not sub-contractors of RCS.
- b. CONTRACTOR is solely responsible for hiring, firing, directing, and controlling the drivers s/he employs in fulfillment of the CONTRACTOR's obligations under the terms of this Agreement.
- c. CONTRACTOR is responsible for providing substitute or route coverage in his/her driver's absence.
- d. CONTRACTOR will hold his/her drivers accountable for the faithful performance of the duties set forth in this Agreement and will require each of his/her drivers to be familiar with the terms of this Agreement, the policies of the Board, and the expectations of the Department of Transportation.
- e. In the event that any driver comes under investigation for any reason that might disqualify him/her from operating a bus for the Rutherford County Schools, CONTRACTOR will suspend the driver pending resolution of the investigation. CONTRACTOR must provide a substitute during the pendency of the driver's suspension. Failure to do so will permit the Director of Transportation to immediately arrange for alternate student transportation until such time as a satisfactory driver is provided. Payments to the CONTRACTOR may be suspended until the situation is resolved to the satisfaction of the Director of Transportation.
- f. The Director of Schools, on behalf of the Board, reserves the right to not allow any bus driver to continue to drive for RCS for violation of the policies of the Board regarding the health, safety and welfare of the children transported by contractor under this Contract. In the event the Director of Schools deems it necessary to suspend or remove any driver's eligibility to drive a school bus for Rutherford County, notice shall first be given to the Contractor, stating in detail the reason for the suspension prior to any notice being given to the driver.

- 6.5. The CONTRACTOR is solely responsible for any compensation due to any driver s/he employs/contracts. CONTRACTOR is further responsible for complying with all applicable wage and hour regulations, withholding requirements, and workers' compensation laws.

**7. CONTRACT GRIEVANCE PROCEDURES**

CONTRACTOR shall utilize the following procedures with respect to any problems CONTRACTOR may have in connection with the administration of this Agreement by the Board, its agents, or employees:

- 7.1. CONTRACTOR shall file a Contract administration complaint in writing within ten (10) business days of the matter complained of. The matter shall be discussed between CONTRACTOR and/or his/her selected representative and the Director of Transportation within ten (10) business days of filing.

- 7.2. In the event the matter is not satisfactorily resolved within the time period set forth in paragraph 7.1, the CONTRACTOR shall submit a request, by notification to the Director of Schools for additional review of the matter by the Director. Said notification shall be submitted within five (5) business days of the last day of the discussion time period set for in paragraph 7.1. Within ten (10) business days after the notice to the Director of Schools, a meeting will be held between the Director of Schools designee, the Director of Transportation and the CONTRACTOR and/or the CONTRACTOR's selected representative to discuss the matter.
- 7.3. Failing resolution of the matter, CONTRACTOR and/or his/her selected Representative shall have the right to appear before the Board to discuss and explain the matter. The Board shall render a determination regarding the complaint within thirty (30) days of the CONTRACTOR or the CONTRACTOR's representative appearing before the Board.
- 7.4. Any matter which is withdrawn shall be with prejudice, not to be re-filed again.
- 7.5. In any case where the grounds for the complaint arise from a written suspension of a bus driver, the CONTRACTOR shall have the right to appear before the Board to discuss the matter after a conference with the Transportation Director and the Director of Schools' designee. In all cases of suspension in which the CONTRACTOR requests to appear before the Board, written details of the charges will be furnished to the CONTRACTOR at least ten (10) days prior to the hearing. Should the complaint against the bus driver be dismissed after the hearing, the bus driver will be restored to approved status and the CONTRACTOR paid the full amount of any Contract price withheld during the pendency of the matter.
- 7.6. The Board reserves the right to appoint a committee to hear any matter before permitting the CONTRACTOR to address the Board.
- 7.7. The Minutes from the committee meeting are to be made available to individual Board members prior to any open hearing before the Board.
- 7.8. CONTRACTOR AGREES THAT THE PROCEDURE SET FORTH HEREIN SHALL CONSTITUTE HIS/HER EXCLUSIVE ADMINISTRATIVE REMEDY AND THAT FAILURE TO TIMELY PURSUE SAID PROCEDURE SHALL CONSTITUTE A WAIVER OF THE MATTER COMPLAINED OF, AND ANY RIGHT OR CAUSE OF ACTION, ARISING THERE FROM.

## **8. DURATION AND TERMINATION OF AGREEMENT**

This Agreement will be for a term indicated on the first page.

- 8.1. In the event of reduced enrollment, or other good and sufficient reason, the Board may transfer/alter CONTRACTOR's route, or offer CONTRACTOR an open route, if one is available. In the event more than one CONTRACTOR is considered for an open route, seniority of existing CONTRACTORS will be used as the determining factor in awarding the open route.
- 8.2. In the event that during the term of this Agreement there is a change in the form of

Rutherford County Government, or there is a consolidation of the school systems in Rutherford County and the City of Murfreesboro, this Agreement may be terminated by the Board.

- 8.3. In the event of a material breach of this Contract, the Board may immediately suspend this Contract. CONTRACTOR shall immediately resolve the material breach to the satisfaction of the Board. In the event of a breach of this Contract by CONTRACTOR, the Board may within its sole discretion, terminate this contract by giving thirty (30) days' notice. The Board's failure to terminate contract upon breach shall not constitute a waiver of the Board's right to terminate for subsequent violations of or failure to adequately fulfill the Contract obligations. No breach of this Contract on the part of a breaching party shall be deemed material, unless the party claiming such breach shall have given the other party written notice of the breach and said party shall fail to cure the breach within thirty (30) days after receipt of such notice.

## **9. INDEMNITY**

The CONTRACTOR will protect, defend, indemnify, and hold the Board harmless from any and all claims or demands arising out of or related to this Agreement or the performance of the CONTRACTOR's duties under the terms of this Agreement including, but absolutely not limited to, the operation of any bus and the employment of any driver.

## **10. GOVERNING LAW**

CONTRACTOR and the Board agree that this Agreement and all rights and obligations of the parties hereunder will be governed by and construed in accordance with the policies of the Rutherford County Board of Education and the laws of the State of Tennessee.

## **11. SEVERABILITY**

In the event that any provision of this Agreement should for any reason be held to be invalid or unenforceable, such shall not affect the validity and enforceability of the remaining terms and provisions hereof, all of which shall continue in full force and effect.

## **12. REMEDIES FOR BREACH OF CONTRACT**

In the event either party breaches this agreement, the breaching party shall be liable for any/all damages sustained by virtue of the breach, including reasonable attorney fees, court costs, and discretionary costs incurred in enforcing the terms of this agreement.

## **13. NO WAIVER**

The failure of either party of this Agreement to insist upon the performance of any of the terms and conditions hereof, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, and shall such terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

## **14. NON-DISCRIMINATION**

Both Parties hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either Party on the grounds of disability, age, race,



color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.

**15. HEADINGS**

The headings utilized in this Contract are for convenience only, and do not add or deviate the meaning of the language of this Contract.

**16. ENTIRE AGREEMENT**

This Agreement replaces and supersedes all prior understandings and agreements between CONTRACTOR and the Board, and all such prior understandings and agreements are hereby declared to be terminated and of no force and effect. No amendment or modification of this Agreement will be effective unless in writing and signed by the CONTRACTOR and the Board.

IN WITNESS WHEREOF, CONTRACTOR and the Board have executed this Agreement on the date first above written.

\_\_\_\_\_  
**CONTRACTOR Signature**

\_\_\_\_\_  
**Type or Print CONTRACTOR Name**

\_\_\_\_\_  
**CONTRACTOR Email Address**

**RUTHERFORD COUNTY BOARD OF EDUCATION**

**By:**

\_\_\_\_\_  
**Chair, Rutherford County Board of Education**

**By:**

\_\_\_\_\_  
**Director of Schools**

EXHIBIT "A"

DRUG TESTING RULES AND REGULATIONS OF BOARD

## EXHIBIT "A"

### DRUG TESTING RULES AND REGULATIONS FOR CONTRACTED BUS OWNERS/DRIVERS

#### POLICY STATEMENT

The Rutherford County School System recognizes the importance of our contracted bus owners/drivers. It is important that every contracted bus owner/driver of our school system understands the dangers of drug and alcohol abuse and be aware of the new federal requirements concerning substance abuse. The policy statement should clarify our position on contracted bus owner/driver drug and alcohol use.

#### POLICY OBJECTIVES

To create and maintain a safe, drug-free working environment for all contracted bus owners/drivers.

To encourage any contracted bus owner/driver with a dependence on, or addiction to, alcohol or other drugs to seek help in overcoming the problem.

To reduce problems of absenteeism, tardiness, carelessness and/or other unsatisfactory matters related to job performance.

To reduce the likelihood of incidents of accidental personal injury and/or damage to pupil transportation, students, or property.

To comply with Federal laws, specifically the requirements of the Omnibus Transportation Employee Testing Act of 1991.

Substance abuse is a serious threat to the school system, its contracted bus owners/drivers and children. Though the percentage of substance abusing contracted bus owners/drivers may be relatively small, practical experience and research indicate that appropriate precautions are necessary. It is the belief of the Board that the benefits derived from the policy objectives outweigh the potential inconvenience to contracted bus owners/drivers. The Board earnestly solicits the understanding and cooperation of all contracted bus owners/drivers in implementing this policy.

The Board must insist that all contracted bus owners/drivers report to work without any alcohol or illegal or mind altering substances in their systems. The Board also prohibits contracted bus owners/drivers using, possessing, manufacturing, distributing or making arrangements to distribute illegal drugs while at work or on school property.

Further, outside conduct of a substance abuse-related nature which affects contracted bus owner/drivers' work, the Board's relationship with the government or reflects badly on the Board is prohibited. Contracted bus owners/drivers must inform their supervisor when they are legitimately taking medication, which may affect their ability to work, in order to avoid creating safety problems and violating the Drug and Alcohol policies.

## ENFORCEMENT

In order to enforce these rules, the Board reserves the right to require all contracted bus owners/drivers to submit, at any time a contracted bus owner/driver is on duty, to drug tests to determine the presence of prohibited substances. The School Board is required to develop, implement and enforce a drug and alcohol policy for their contracted bus owners/drivers as a condition of compliance with the Omnibus Transportation Employee Testing Act of 1991.

Pursuant to Board policy and regulations, contracted bus owners/drivers will undergo drug testing where the Board has reasonable cause to believe a contracted bus owner/driver has violated its alcohol and drug policy and on a random basis without advance notice. Contracted bus owners/drivers are required to report all injury or damage-related accidents involving school property or personnel or during school-related activities. Drivers are required to submit to alcohol screening within two (2) hours and drug screening within 32 hours after any accident involving loss of human life, or when the driver receives a citation for a moving traffic violation arising from the accident. Contracted bus owners/drivers who return to work following rehabilitation will be required to undergo testing in addition to the general Board testing requirements.

The Board also reserves the right to search desks, cabinets, tool boxes, vehicles, including personal vehicles brought on the school system's property, bags, or any other property at the school or in vehicles when the Board has reasonable cause to believe a contracted bus owner/driver has violated its alcohol and drug policy.

The School Board/Superintendent will consider breach of contract action for any violation of this policy, including, but not limited to, positive drug or alcohol tests, refusing to submit to screening, to execute a release or otherwise cooperate with an investigation by the school system. Any questions should be directed to the superintendent/designee.

## DRUG TESTING RULES AND REGULATIONS FOR CONTRACTED BUS OWNERS/DRIVERS

### General Policy

Practical experience and research has proven that even small quantities of narcotics, abused prescription drugs or alcohol can impair judgment and reflexes. Even when not readily apparent, this impairment can have serious results, particularly for contracted bus owners/drivers operating vehicles or potentially dangerous

equipment. Drug-using contracted bus owners/drivers are a threat to co-workers, students and themselves, and may make costly errors.

## II Drug Use/Distribution/Impairment/Possession

All contracted bus owners/drivers are prohibited from using, possessing, distributing, manufacturing, or having controlled substances, abused prescription drugs or any other mind altering or intoxicating substances present in their system while at work or on duty.

## III Alcohol Use/Possession/Impairment

All contracted bus owners/drivers are prohibited from possessing, drinking, or being impaired or intoxicated by alcohol while at work or on duty. While contracted bus owners/drivers are prohibited from having any alcohol present in their system while on duty, a Blood Alcohol County (BAC) of .04 will be accepted as presumptive evidence of intoxication.

No driver tested under this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety sensitive functions for the Rutherford County Schools, including driving a commercial motor vehicle, until the start of the driver's regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test.

## IV Off-Duty Conduct

Off-the-job use of drugs, alcohol, or any other prohibited substance which results in impaired work performance, including, but not limited to, absenteeism, tardiness, poor work product, or harm to the school system's image or relationship with the government is prohibited.

## V Prescription Drugs

The proper use of medication prescribed by a physician is not prohibited, however, the Board of Education prohibits the misuse of prescribed (or over the counter) medications and requires all contracted bus owners/drivers using drugs under the direction of a physician to notify the School Board's Medical Review Officer (MRO), or the superintendent/designee.

## VI Substance Screening

### Contracted Bus Owner/Driver Applicants

Substance screening is required of all final applicants applying to be contracted bus owners/drivers under the provisions of the Omnibus Transportation Employee Testing Act of 1991. Such testing may be required either alone or as part of the pre-

contract physical examination. Contracted bus owners/drivers are required to sign a consent/release form before submitting to screening (Exhibit F) and will be disqualified if they test positive, refuse to submit to a test, or refuse to execute the required consent/release form.

All Current Contracted Bus Owners/Drivers Subject to the Omnibus Transportation Employee Testing Act of 1991

#### Reasonable Cause

All contracted bus owners/drivers will be required to submit to screening whenever a supervisor observes circumstances which provide reasonable cause to believe a contracted bus owner/driver has used a controlled substance or has otherwise violated the substance abuse rules. Examples of circumstances that may establish reasonable cause to warrant testing include supervisor observation, co-worker complaints, performance decline, attendance or behavior changes, involvement in a workplace or vehicular accident, or the actions which indicate a possible error in judgment or negligence, or other violations of the drug or other School Board Policy.

The supervisor or supervisors requesting testing shall prepare and sign written documents explaining the circumstances and evidence upon which they relied within 24 hours of the testing, or before the results of the tests are released, whichever is earlier.

#### Random Testing

The Board of Education will conduct random unannounced screening of all contracted bus/owners/drivers. Tests of contracted owners/drivers for illicit drugs will be conducted in a number equal to or greater than 50 percent of the effected workforce-without advance notice-in any given 12 month period. Tests of contracted bus owners/drivers for alcohol will be conducted in a number equal to or greater than 25 percent of the effected workforce-without advance notice-in any given 12 month period. There will be no maximum number of samples that any one individual will be required to provide during the testing schedule. Subsequent testing will be conducted at levels equal to or greater than the initial testing level. Contracted bus owners/drivers will be required to report to the School Board - designated collection site for testing as soon as possible but in no case later than 4 hours following notification. Annually, the tests will be spread reasonably over 12 months.

## Post-Accident Testing

Contracted bus owners/drivers are required to notify the superintendent/designee or the coordinator of transportation immediately of any vehicular accident and/or accident resulting in injury or damage to school system property. The superintendent/designee will at that time give the contracted bus owner/driver the necessary instructions to enable them to meet the drug testing requirements.

## Follow-up Drug Screening and Alcohol Tests

Following an accident involving a commercial motor vehicle, each surviving contracted bus owner/driver shall be tested for alcohol and controlled substances if (1) said driver was performing safety-sensitive functions with respect to the vehicle, and the accident involved loss of human life; or (2) said driver received a citation under State or local law for a moving traffic violation arising from the accident.

Said driver must undergo substance screening within 32 hours of the occurrence of the accident. If the drug test cannot be administered within 32 hours, a written record of the reasons and attempts must be recorded and maintained on file.

An alcohol test must be administered within two (2) hours following the accident, or a record of the reason why the test could not have been administered, if not, what efforts were made to complete the test. This record must include the eight hours following the accident if the test is not administered within eight hours. After eight hours if not tested, all attempts will be documented in written record, and attempts to give the test will cease. A breach of contract will result if any contracted bus owner/driver fails to report an accident or submit to substance screening where required by law or this policy.

## Return to Duty and Follow-up Testing

All contracted bus owners/drivers referred through administrative channels who undergo a counseling or rehabilitation program or who are suspended for abuse of substances covered under this policy will be subject to unannounced testing following return to duty for no less than 12 months and no more than 60 months. Testing will be on a daily, weekly, monthly or longer basis and in addition to the other types of tests provided in this policy.

## Testing Procedures

### General Guidelines

The School Board shall rely on the guidance of the Federal Department of Transportation, Procedures for Transportation Workplace Drug Testing Programs, 49 C.F.R. Parts 30.1 through 30.39, and on the future guidance of the Omnibus Transportation Employee Testing Act provided in 49 C.F.R. Parts 382, 391, 392, and 395.

### Substances Tested For

Contracted bus owners/drivers will regularly be tested for amphetamines, cocaine, marijuana, opiates and phencyclidine. Testing for alcohol will also be conducted subject to the final provisions of the Omnibus Transportation Employee Act of 1991. Contracted bus owners/drivers may be tested for other substances without advance notice as part of a separate test performed by the School Board for safety purposes.

### Testing Procedure

The Board of Education reserves the right to utilize blood, hair, breath, saliva, or urinalysis testing procedures.

### Collection Sites

The School Board will designate collection sites where individuals may provide specimens.

### Procedure Used To Test For Controlled Substances

(See Exhibit D for Detailed Procedure Used to Test for Controlled Substances)

The Board of Education and the laboratory, will maintain a documented procedure for collecting, shipping and accessing urine specimens. A tamper-proof sealing system, identifying numbers, labels, and sealed shipping containers will be used to safeguard the specimen in a transit status.

A urine specimen must be provided by the driver in the privacy of a stall or otherwise partitioned area. A driver may be asked to give a specimen under direct observation when:

The driver has presented a urine specimen that falls outside the normal temperature range.

The last urine specimen provided by the driver was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L.



The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample.

The driver has previously been determined to have used a controlled substance without medical authorization and the particular test was being conducted for follow-up testing upon or after return to service.

If the driver refuses to submit to any controlled substance test as required by this policy and procedure, the individual will not be awarded a contract in the event it is a pre-contract test and the driver will be subject to contract termination in the event it is a random, reasonable suspicion or post accident test.

Refusal to submit to any controlled substance test shall mean:

Failure to provide adequate urine for testing without a valid medical explanation after the driver has received notice of the requirement for urine testing; or

Engagement in conduct that clearly obstructs the testing process.

Urine specimens are divided into two containers by the collection site person in the presence of the driver. Collection sites will maintain instructions and provide training for collection site personnel as needed to protect the integrity of the specimen.

#### Procedure Used To Test For The Presence of Alcohol

(See Exhibit E For Detailed Procedure Used To Test For The Presence of Alcohol)

Testing for alcohol is done by breath test. Two breath tests are required for a positive result. If the first test is below 0.02, it is considered negative. If it is 0.02 or greater, a second test must be performed. A result of 0.04 or higher constitutes a positive result. The confirmation test must be done on a machine that prints out the results, date and time.

If a driver refuses to submit to any alcohol test as required by the policy and procedure, the driver will not be awarded a contract in the event it is a pre-contract test, and the driver will be subject to contract termination in the event is a random, reasonable suspicion or post-accident test.

Refusal to submit to a test for the presence of alcohol shall mean:

Failure to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing; or

Engagement in conduct that clearly obstructs the testing process.

All contracted bus owners/drivers will be required to execute the Consent/Release Form (Exhibit F).

#### Evaluations and Return of Results

The laboratory will transmit (by fax, mail, or computer, but not orally over the telephone) the results of all tests to the School Board's MRO. The MRO will be responsible for reviewing the quantified test results of contracted bus owners/drivers and confirm that the individuals testing positive have used drugs in violation of School Board policy. Prior to making a final decision to verify a positive test result for an individual, the MRO shall give the individual an opportunity to discuss the result with him or her. The driver must provide documentation (doctor's report, copy of a prescription, etc.) as proof of legitimate use of medication within five (5) days. This information will assist the MRO in determining if a confirmed positive test result is a result from legally prescribed medication.

If the MRO is satisfied that there exists a valid medical explanation for the positive test result, the MRO will inform the employee of this finding and reassure the individual that all information related to the positive test and valid explanation will remain confidential. The MRO will verify the test result as negative and any report to the school system will indicate the test is negative.

If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO shall contact a designated school system official who shall direct the individual to contact the MRO as soon as possible.

If the MRO is unable to contact the driver within five (5) days, the MRO will contact the school system's Drug Program Coordinator and advise them to remove the driver from his/her safety sensitive position for medical reasons, pending an interview with the driver. The MRO may verify a test as positive without having communicated directly with the employee about the test if the designated school system representative has successfully made and documented a contact with the individual and instructed the individual to contact the MRO and more than five days have passed since the date the individual was successfully contacted by the designated school system representative or the employee expressly declines the opportunity to discuss the test.

The MRO shall then promptly tell the superintendent/designee which contracted bus owners/drivers tests positive.

#### Request for Re-test

Split sample testing is required of all drug testing. The MRO shall notify each contracted bus owner/driver who has a confirmed positive test that the individual has 72 hours in which to request a test of the split specimen, if the test is verified as positive. If the individual requests an analysis of the split specimen within 72 hours

of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the result of the test of the primary specimen is positive, the laboratory shall retain the split specimen in frozen storage for 60 days from the date on which the laboratory acquires it. Following the end of the 60-day period, if not informed by the MRO that the individual has requested a test of the split specimen, the laboratory may discard the split specimen.

The split specimen shall be retained in long-term storage for one year by the laboratory conducting the analysis of the split specimen (or longer if litigation concerning the test is pending).

The contracted bus owner/driver may be required to pay the associated costs of re-test in advance but will be reimbursed if the results of the re-test are negative.

#### Release of Test Results and Required Record-keeping

Test results and records must be kept confidential. Test results shall not be released by the School Board, beyond the MRO and School Board's management, without the individual's written authorization.

However, all contracted bus owners/drivers will be required to execute a consent/release form permitting the System to release test results and related information to the Unemployment Compensation Commission or the relevant government agency (Exhibit #F).

The MRO shall retain the individual test results for positive specimens for five (5) years and negative for twelve (12) months.

Records that demonstrate the collection process conforms to the plan must be kept for at least three (3) years or for the period required by law.

A record of the number of drivers tested, by type of test (i.e. post-accident, pre-employment or reasonable suspicion), must be kept for at least five (5) years.

Records confirming the supervisors and drivers have been trained as required must be kept for at least three (3) years.

## Tests For Which Contracted Bus Owners/Drivers Must Pay

Pre-contract DOT drug and alcohol tests

Reasonable cause test if the test result is positive

All post-accident tests

Return to duty and follow-up tests

Re-certification physical examination

Contracted bus owner/driver requested re-tests

## VII BREACH OF CONTRACT

The School Board/Superintendent will consider breach of contract action for any violation of the policy, including refusing to submit to screening, to execute a release, or otherwise cooperate with an investigation or search by the administration.

All contracted bus owners/drivers who test positive in a confirmation substance test will be subject to breach of contract action. Rehabilitation, at a pre-approved treatment provider, may be available to individuals who violate the policy at the expense of the individual.

No individual may be returned to driver status after any rehabilitation or testing positive unless certified as safe and not using drugs by the School Board's MRO. Any contracted bus owner/driver returning to driver status after violating the policy or testing positive will be subject to aftercare and testing as outlined in the Probation Agreement.

### GROUND FOR CONTRACT TERMINATION

The following are grounds for contract termination under the drug and alcohol-testing program for contracted bus owners/drivers:

Refusal to submit to testing or neglecting to be readily available for testing will be grounds for termination.

Confirmed concentration test reading of 0.04 or greater, on any required alcohol test will be grounds for termination.

Confirmed positive results on any required controlled substance test will be grounds for termination.

## VIII ASSISTANCE PROGRAM (AP)

The School Board AP shall include:

Education and training for the contracted bus owner/driver regarding drugs and alcohol;

Each supervisor must complete one (1) hour of training on reasonable suspicion for drugs and one (1) hour of training for reasonable suspicion of alcohol each year, including:

Effects and consequences of substance use on personal health, safety and work; (Exhibit A)

Manifestations and behavioral causes that may indicate substance use; and (Exhibits B &C)

Documentation of training provided (Exhibit G)

A written statement on file and available at the School Board office outlining the AP.

## IX INVESTIGATION/SEARCHES

Where a supervisor has reasonable cause to suspect that a contracted bus owner/driver has violated the substance abuse policy, he or she may inspect vehicles which a contracted bus owner/driver brings on the School Board's property, purses, briefcases, tool boxes or other belongings, and at locations where school related activities are being conducted without prior notice in order to ensure a work environment free of prohibited substances. A contracted bus owner/ driver may be asked to be present and remove a personal lock. Where the contracted bus owner/driver is not present or refuses to remove a personal lock, the superintendent/designee will do so for him or her. The superintendent/designee may release any illegal, or controlled drugs, or paraphernalia to appropriate law enforcement authorities.

All searches should be coordinated with the superintendent/designee.

## NOTE

These procedures represent the School Board's current guidelines in dealing with a developing problem under evolving laws and facts, and may be changed in accordance with Board policy and state federal law.

EXHIBIT A  
CHEMICAL EFFECTS OF DRUGS AND ALCOHOL MISUSE

Alcohol - depresses the central nervous system

Cocaine - central nervous system stimulant with short term effects similar to the body's own adrenaline

Marijuana - psychoactive drug involved is THO, a hallucinogenic agent

Prescription drugs -

Stimulants (Amphetamines) act as synthetic adrenaline energize the central nervous system by increasing blood pressure, widening pupils, increasing respiration, depressing appetite and decreasing fatigue

Sedatives (Barbiturates/depressants) cause a slowdown of the functions of the brain and the central nervous system

PCP, Angel Dust, creates euphoria which lasts for three to five hours, ensuing loss of feeling, numbness

Heroin - semi-synthetic narcotic drug; morphine derivative; analgesic

EXHIBIT B  
BEHAVIOR EFFECTS FROM DRUGS AND ALCOHOL MISUSE  
(DEFINING PROBABLE CAUSE)

1. Alcohol

Speech - thick, slurred, loud

Flushed face

General appearance, dishevelment, dirtiness, unkemptness

Appearance of eyes - red, watery, heavy lids, fixed pupils

Breath - foul, distinctive odor of various intoxicants

Gait - Walking unsteady, deliberately and over-careful, swaying, weaving, stooped

Behavior - excessive, silliness or boisterousness

2. Narcotics - (Heroin, Morphine)

Lethargy, drowsiness, and tendency to go "on the nod", falling asleep and then awakening

Red, watering eyes; pupils fixed and constricted

Loss of appetite; generally poor physical condition

Scars (needle tracks) on back of hands and arms, may wear long sleeves to cover scars

Nausea, vomiting, and muscular twitching resulting from withdrawal

Syringes, needles, or other evidence of injections left in a locker or desk

3. Sedatives and Depressants (Barbiturates)

Dozing, lack of concentration and slurred speech

4. Stimulants (Amphetamines/Cocaine)

Excessive activity and nervousness; extremely talkative and emotionally expressive

Dilated pupils; mouth and nose dry and irritated; sore throat, nose bleeds

Lack of interest in personal health and hygiene; long periods without eating or sleeping

Impatience or irritability

Sinus problems; runny nose, headaches

Trembling and convulsions; nausea or vomiting

Continual licking of lips, grinding of teeth, sniffing, or nose rubbing

5. Hallucinogens (Marijuana, LSD, Mescaline)

Changes in mood - LSD user's may vary from a trance like state to feelings of fear and terror; may experience nausea, chills, flushes, irregular breathing, trembling of hands

Use of marijuana is difficult to detect - user may be talkative or sleepy as drug takes effect -

Depth and time perception may be distorted, making driving and work with machinery dangerous

Aroma/Circumstances surrounding actual use must be considered

EXHIBIT C

PERFORMANCE BEHAVIOR FOR DRUG AND ALCOHOL MISUSE

In addition to the physical symptoms often displayed, an employee who is misusing alcohol or drugs may exhibit certain behaviors that can lead to problems on the job.

Among these are:

Unreported absences or late arrivals

Poor or erratic work performances and decreased productivity

Increase involvement in workplace accidents

Poor relations with co-workers

Increased request for time off or early dismissal from work

Increased use of sick benefits

Here are some specific performance behaviors, alcohol misuse and drug abuse can cause while you are trying to perform your job.

ALCOHOL-

Turning with wide radius

Weaving and swerving

Braking erratically

Slow response to traffic signals

Slow speed more than 10 MPH below limit

Accelerating or decelerating rapidly

#### AMPHETAMINES-

More likely to take risks  
Overreactions such as over-braking, over-steering, over-acceleration  
Bad judgment concerning distance  
Late reaction times

#### COCAINE-

Distorted vision and perception  
Slow reaction time to traffic situations  
Hard to make a decision  
Angry about own slow ability to react

#### MARIJUANA-

Slower than usual thinking and reactions  
More than usual miles without sleeping  
Don't remember last stop, short-term memory loss  
Could rear end another vehicle before aware of presence

#### OPIATES-

Day dreaming  
Blurred vision  
Distorted sense of time and distance

#### PHENCYCLIDINE (PCP)-

Aggressive actions such as honking horn, sliding tires, taking aim at other vehicles.  
Following too close. Passing on a curve or in a blind spot.

### EXHIBIT D

#### PROCEDURE USED TO TEST FOR CONTROLLED SUBSTANCES

You will be sent to a collection site where a urine sample will be collected in a private location.

Urine specimens are divided into two containers by the collection site person in your presence. These two specimen samples, called "primary" and "split", are sent to a testing laboratory certified by the Department of Health and Human Services.

At the laboratory, a screening test is performed on the "primary" sample. If this test is positive for controlled substances, a confirmation test is performed. This test is called a gas chromatography/mass spectrometry, to ensure that over the counter drugs are not reported as positive.



If the first test is positive, the Medical Review Officer (MRO) will attempt to notify you, to find out if there is a medical reason for the drug use. If you can document why the substance is being taken and if the MRO finds it is a legitimate medical use, the test may be reported as negative to the employer. If you cannot be contacted, the required information must be furnished to the employer within three business days of completion of the MRO's review.

After being notified that the first test was positive, you have 72 hours to request a test of the "split" specimen sample. If you make this request, the split specimen is sent to another DH HS-certified laboratory for the test. If the split specimen does not confirm the presence of a controlled substance, the MRO cancels the test and reports this to the DOT, the employer and to you.

Removal from safety sensitive duty is immediate, and not delayed to await the result of the split specimen test.

If you refuse to submit to any controlled substance test as required by this policy, you will not be hired in the event it is a pre-employment test, and you will be subject to termination in the event it is a random, reasonable suspicion or post-accident test. Contracted bus owners/operators will not be awarded a contract in the event it is a pre-contract test, and will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

Refusal to submit means the following:

Failure to provide adequate urine for testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or  
Engagement in conduct that clearly obstructs the testing process.

#### EXHIBIT E

##### PROCEDURE USED TO TEST FOR THE PRESENCE OF ALCOHOL

All alcohol testing is done by a certified breath alcohol technician (BAT) in a private setting where no one but you and the BAT can see or hear the test results. An evidential breath-testing device (EBT) approved by the National Highway Safety Administration must be used to perform the test.

The BAT will ask for identification. You may ask for the BAT's identification as well.

To complete the test you must blow forcefully into the mouthpiece of the testing device as the test requires 210 liters of breath for proper testing of the alcohol concentration.

A screening test is done first. If the reading is less than .02, you will sign a certification and fill in the date on the form and the test is complete.

If the reading is .02 or over, a confirmation test must be done after 15 minutes, but within 20 minutes of the first test. You will be asked not to eat, drink, belch, or put anything in your mouth. These steps prevent the build-up of mouth alcohol, which could lead to an artificially high result.

If the confirmation test results show a reading of .02 but less than .04, you will be removed from safety sensitive functions and sent home until your next duty shift, but not less than 24 hours from the time of the test. Also, you will receive disciplinary action up to and including termination.

If the confirmation test results show a reading of .04 or greater, you will be immediately removed from safety sensitive functions, again receive the referral information per this policy if requested, but are subject to termination. A bus owner/operator will be subject to having his/her contract terminated.

If the screening and confirmation test results are not the same, the confirmation test result will be used.

If you refuse to submit to any alcohol test as requested by this policy, you will not be hired in the event of a pre-employment test, and you will be subject to termination in the event it is a random, reasonable suspicion or post-accident test. A contracted bus owner/operator will not be awarded a contract in the event of a pre-contract test, and will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

Refusal to submit shall mean the following:

Failure to provide adequate breath for testing without a medical explanation after he or she has received notice of the requirement for breath testing; or  
Engagement in conduct that clearly obstructs the testing process.

**EXHIBIT F**  
**CONSENT/RELEASE FORM**  
**CONTRACTED BUS OWNERS/DRIVERS**

I have read the above statement of policy and agree to abide by the School Board's drug and alcohol rules. I agree to submit to drug and alcohol tests at any time as a condition of the bus contract. I authorize any laboratory or medical provider to release test results to the superintendent/designee, the transportation supervisor, and the Board's MRO.

I expressly authorize the School Board or its MRO to release any test-related information, including positive results, to the Unemployment Compensation Commission or other government agency investigating the termination of the bus contract or termination of the contracted driver.

\_\_\_\_\_  
Contracted Bus Owner/Driver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent/Designee

\_\_\_\_\_  
Date

EXHIBIT G  
DRUG TESTING PROGRAM  
ACKNOWLEDGMENT OF ATTENDANCE AT TRAINING SESSION

The Rutherford County Board of Education (hereinafter known as the Board) has adopted the attached Drug Testing policy and Drug Testing Rules and Regulations. Once you finish your training session explaining the facts about the effects, behavioral changes and job performance dangers of controlled substances and alcohol misuse, sign this cover sheet and return it to the session supervisor. Make sure that all of your questions are fully answered including how to contact an assistance program and substance abuse professional referral service for help. All individuals subject to testing are required to submit to alcohol and a controlled substance tests administered in accordance with this policy:

I, \_\_\_\_\_,  
(Print your name)

have received one hour of more training on controlled substance abuse, and received training and information on alcohol misuse. I have read and understand the Board's policy and rules and regulations regarding drug testing and maintaining a drug-free and alcohol misuse-free workplace. I have been given a copy of the drug testing policy and drug testing rules and regulations, have had all of my questions answered, and understand my obligations and responsibilities as a covered individual.

I am aware that the superintendent or his designee is the Board's designated person to answer any questions that I might have concerning the Board's policy, rules and regulations, educational materials and training.

I am aware that the Board is providing an assistance program and substance abuse professional consultation and referral service phone number for drug and alcohol misuse problems. This is a referral number furnished for consultation only and does not obligate the Board to pay for, or provide treatment, for drug or alcohol addictions, or related problems.

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Signature