

**Committee
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Jason Scales

Joe Hardman

**Dr. James
Sullivan**

Monika Ridley

Jeff Reed

SPECIAL CALLED POLICY COMMITTEE MEETING

AGENDA

5:00 p.m.

October 15, 2024

Claire Maxwell, Chairwoman

1. Call to Order

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment Requests to address the Policy Committee must be provided in writing to the Director of Schools' Office no later than noon (12:00 p.m.) of the day of the meeting. Subject matter must be limited to items on the Policy Committee agenda. Time limit of any single presentation shall not exceed three (3) minutes.

5. Policy Changes

- a. **Policy 1.802 – Section 504 and ADA Grievance Procedures**
Streamlines language in policy to differentiate the grievance process under Section 504 and ADA.
- b. **Policy 2.404 – School Support Organizations**
For discussion.
- c. **Policy 2.805 – Purchasing**
Postponed from meeting on 7/15/2024.
- d. **Policy 3.206 – Community Use of School Facilities**
For discussion.
- e. **Policy 3.400 – Student Transportation Management**
For discussion.
- f. **Policy 4.403 – Library Materials**
For discussion.
- g. **Policy 4.605 – Graduation Requirements**
For discussion.
- h. **Policy 5.302 – Sick Leave**
Adds language to comply with agreement (MOU) with REA.
- i. **Policy 5.308 – Sabbatical Leave**
Adds language to comply with agreement (MOU) with REA.
- j. **Policy 5.500 – Discrimination/Harassment of Employees**
Adds language to comply with agreement (MOU) with REA.
- k. **Policy 6.313 – Spectators**
Adds language for adult supervision at middle school games.

- 1. Policy 6.308 – Bus Safety and Conduct**
Postponed from meeting on 7/15/2024. For discussion.

6. Adjournment

Rutherford County Board of Education

Monitoring:
Review: Annually,
in September

Descriptor Term:

Section 504 and ADA Grievance Procedures

Descriptor Code:
1.802

Issued Date:
01/30/20

Rescinds:
1.802

Issued:
08/15/13

The Board is committed to maintaining equitable employment/educational practices, services, programs, and activities that are accessible and usable by qualified individuals with disabilities.

DEFINITION

Section 504 of the Rehabilitation Act of 1973 provides that: No otherwise qualified individual with handicaps in the United States...solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.¹

Title I of the Americans with Disabilities Act of 1990 provides that: No otherwise qualified individual with a disability shall be discriminated against in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.²

Title II of the Americans with Disabilities Act of 1990 provides that: No otherwise qualified individual with a disability shall be discriminated against in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.³

COORDINATOR⁴

The Board shall designate at least one (1) employee to coordinate its efforts to comply with and carry out its responsibilities under the Americans with Disabilities Act (ADA) and Section 504, including any investigation of any complaint alleging non-compliance with the Acts or alleging any actions that would be prohibited by the Acts.

NOTICE⁵

The Board shall make available the name, office address, and telephone number of the ADA/Section 504 coordinator. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and student and employee handbooks, and distribution of memoranda or other written communications.

COMPLAINT AND ACCOMODATION REQUEST PROCEDURES⁶

The Director of Schools or his/her designee shall draft grievance and accommodation request procedures in accordance with the requirements of the Americans with Disabilities ACT (ADA) and Section 504. Individuals wishing to file accommodation requests or grievance alleging violations of the ADA and/or Section 504 shall do so in accordance with such procedures.

COMPLAINT PROCEDURE⁵

The coordinator will hear ADA/Section 504 complaints. Complaints shall be submitted orally or in writing to the coordinator who will endeavor to accomplish prompt and equitable resolution of complaints alleging any action that would be prohibited by the ADA/Section 504. The coordinator will respond to all complaints within twenty (20) days with a written response as well as information on further grievance procedures that may be followed if the complaining party is not satisfied with the coordinator's proposed resolution.

DUE PROCESS HEARING PROCEDURES

Section 504 of the Rehabilitation Act of 1973 provides the right to an impartial due process hearing if a parent wishes to contest any action of the school system with regard to a child's identification, evaluation, and placement under Section 504.⁶ If a parent/guardian requests a Section 504 hearing, the parent/guardian has the right to personally participate and to be represented at the hearing by an attorney or advocate at the parent's expense. Contested actions or omissions that are appropriate for a Section 504 hearing should involve identification, evaluation, or placement issues involving a child who has or is believed to have a disability.

Request for Hearing

A parent/guardian who wishes to challenge an action or omission with regard to the identification, evaluation, or placement of a student who has or is believed to have a disability, as defined by Section 504, shall make an oral or written request for a due process hearing to the Section 504 coordinator. The request shall be submitted on or reduced to writing on a form provided through the Central Office.

Impartial Hearing Officer

The Director of Schools/designee shall appoint an impartial hearing officer to preside over the hearing and issue a decision. Such appointment will be made within fifteen (15) days of the date of receipt of a request for a due process hearing. The hearing officer will be hired as an independent contractor at no expense to the parent. The hearing officer that is appointed shall not be a current employee of the school system and shall not be related to any member of the Board of Education. The hearing officer need not be an attorney but shall be familiar with the requirements of Section 504 and the hearing procedures under Section 504. The choice of an impartial hearing officer is final and may not be presented as an issue at the due process hearing since such an issue would not relate to the identification, evaluation, or placement of a disabled child under Section 504. If a parent/guardian disputes the impartiality of the appointed hearing officer, he/she may raise such issue in a review of the hearing officer's opinion by a court of competent jurisdiction or in a complaint to the Office for Civil Rights.

Office for Civil Rights
U.S. Department of Education
61 Forsyth St. S.W., Suite 19T10
Atlanta, GA 30303-8927
Telephone: 404-974-9406
Email: OCR.Atlanta@ed.gov

1 *Scheduling of Hearing*

2 The appointed hearing officer shall set a date for the hearing within fifteen (15) days of his/her
3 appointment and provide this information in writing to the parent/guardian and the Section 504
4 coordinator. The hearing shall take place at a mutually agreeable time and place.

5 *Continuances*

6 Upon a showing of good cause, the hearing officer, at his/her discretion, may grant a continuance of
7 the hearing date and set a new hearing date.

8 *Legal Representation at Hearing*

9 If a parent/guardian is represented by a licensed attorney at the due process hearing, he/she must
10 inform the Section 504 coordinator and the appointed hearing officer of that fact, in writing, at least
11 seven (7) calendar days prior to the hearing date, or the hearing can be continued upon the
12 coordinator's request.

13 *Pre-Hearing Conference*

14 The hearing officer may order a Pre-Hearing Conference during which the parent/guardian or his/her
15 representative will state and clarify the issues to be addressed at the hearing. The Pre-Hearing
16 Conference will also serve to resolve preliminary matters, clarify jurisdictional issues, and answer the
17 parties' questions regarding the hearing process. The Pre-Hearing Conference can be held via
18 telephone or in person depending on the hearing officer's decision based on the convenience to both
19 parties.

20 *Dismissals*

21 If, after the Pre-Hearing Conference, the hearing officer finds that the parent/guardian, as a matter of
22 law, alleges and/or raises no factual claims or legal issues that come within his/her jurisdiction as a
23 Section 504 hearing officer, he/she may dismiss the hearing and issue an order to that effect explaining
24 the basis for such finding.

25 *Hearing*

26 The hearing shall be conducted in an informal, non-adversarial manner. The hearing shall be closed to
27 the public unless the parent/guardian requests an open hearing. The hearing officer may reasonably
28 limit testimony and introduction of exhibits for reasons of relevance.

29 *Recording*

30 Instead of a formal written transcript produced by a court reporter, the entire due process hearing will
31 be video recorded. The school system shall provide a copy of the recording to the parent/guardian upon
32 request. In order for an accurate recording to be made, the parties and witnesses shall introduce
33 themselves at the beginning of their presentations. If a parent/guardian appeals the decision of the
34 hearing officer to a court of competent jurisdiction, the school system shall prepare a written transcript
35 of the hearing to be offered to the court as an exhibit.

1 *Witnesses*

2 Witnesses will present their information in narrative form, without the traditional question and answer
3 format of legal proceedings. Cross examination of witnesses will not be allowed, but a party may
4 request that the hearing officer, at his/her discretion, ask a witness a certain question.

5 *Format of Presentation*

6 Each side will have an equal amount of time to present their positions as determined by the hearing
7 officer. The parent/guardian will present his/her case first by making an opening statement outlining
8 the issues, calling witnesses, and making a closing argument. The school system will present its side
9 next.

10 At the end of the school system's presentation, the parent/guardian may offer a short response. Each
11 side may present personally or through their representatives.

12 *Submission of Exhibits*

13 As part of their presentations and at the discretion of the hearing officer, the parties may submit any
14 reports, evaluations, correspondence, notes, or any other documents that may support their positions.
15 Exhibits submitted to the hearing officer by either party must be marked. The hearing officer may, in
16 the exercise of his/her discretion, reasonably limit the number of documents to be submitted for his/her
17 review as well as the number of witnesses and the length and/or scope of their presentations or
18 statements.

19 *Closing Arguments*

20 The hearing officer may allow or request written closing arguments summarizing and characterizing
21 the information presented at the hearing.

22 *Decision*

23 The hearing officer may make an oral ruling at the conclusion of the hearing or take the case under
24 advisement and issue a written opinion. Such decision shall address all of the issues raised by the
25 parent/guardian as well as any corrective actions, if any, the school system must take. Any issue or
26 claim raised by the parent/guardian that is left unaddressed by the hearing officer in his/her decision
27 will be deemed to have been denied. The decision must be issued within forty five (45) days after the
28 date the Request for a Due Process Hearing is received by the district. The hearing officer may not
29 award attorneys' fees as a part of the relief granted to a parent/guardian or the district.

30 *Review Procedure/Appeal*

31 If the parent/guardian is not satisfied by the decision of the hearing officer, he/she may seek review of
32 the decision in a court of competent jurisdiction.

Legal References

1. 34 CFR § 104.4(a)
2. 42 USCA § 12112(a)
3. 28 CFR § 35.130
4. 28 CFR § 35.107
5. 28 CFR § 35.106; 34 CFR § 104.8
6. 28 CFR § 35.170, 35.172

Cross References

School Board Meetings 1.400
Visitors to the Schools 1.501
Reporting Student Progress 4.601
Graduation Activities 4.606
Equal Opportunity Employment 5.104
Personnel Health Examinations/Communicable Diseases 5.400
Acquired Immune Deficiency Syndrome 5.401
Complaints and Grievances 5.501
Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304
Acquired Immune Deficiency Syndrome 6.404

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Support Organizations	Descriptor Code: 2.404	Issued Date: 08/16/17
		Rescinds: 2.404	Issued: 01/15/09

INTRODUCTION

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.¹

A civic organization operating concessions or parking at school-sponsored events is not a school support organization subject to this policy.

REPORTING AND RECORDS

The director of schools or his/her designee shall annually post a list of organizations that are recognized as school support organizations on the school district's web site.

Any forms, annual reports, or financial statements submitted shall be open to public inspection as a public record.

PROCEDURES

The director of schools shall create procedures to oversee the relationship between the board and any school support organization. These procedures shall include, at a minimum, the following:

1. Any agreement between the board and a school support organization shall be in writing and signed by the director of schools or his/her designee and an authorized agent of the school support organization seeking authorization. This agreement shall contain, at a minimum, the following provisions:
 - a. An agreement to abide by any policies and procedures regarding school support organizations; and
 - b. An agreement to indemnify the board, the director of schools, and all other agents of the local education agency for the actions of the school support organization.
2. Prior to entering into any agreement, a school support organization shall submit the following to the director of schools or his/her designee:
 - a. Documentation confirming the school support organization's status as a nonprofit organization, foundation, or a chartered member of a nonprofit organization or foundation;

- b. A written statement of the goals and objectives of the group or organization;
 - c. The principal contact's telephone and address as well as the telephone number, address, and position of each officer of the group or organization; and
 - d. A copy of the school support organization's written policy specifying reasonable procedures for accounting, controlling, and safeguarding any money, materials, property, securities, services, or other things of value collected or disbursed by it.
3. The director of schools shall designate a date prior to the beginning of the regular school year for the school support organization to submit a form to the director of schools or his/her designee which verifies the information previously provided by the school support organization as correct, or if the information is no longer correct, that date shall be the deadline for any corrections.
4. The school support organization shall abide by all applicable Federal, State, and local laws, ordinances, and regulations in its activities.
5. The school support organization shall maintain a copy of its charter, bylaws, minutes, and documentation of its recognition as a nonprofit organization.
6. The school support organization shall maintain financial records for a period of at least four (4) years.
7. The school support organization shall operate within the applicable standards and guidelines set by a related state association, if applicable, and shall not promote, encourage, or acquiesce in any violation of student or team eligibility requirements, conduct codes, or sportsmanship standards.
8. The school support organization's officers shall ensure that school support organization funds are safeguarded and are spent only for purposes related to the stated goals and objectives of the organization.
9. The school support organization shall obtain the approval of the director of schools or his/her designee before undertaking any fundraising activity. The director of schools or his/her designee shall consider, at a minimum, the following when approving or denying a request by a school support organization to engage in a fundraising activity:
 - a. Whether the fundraising activity, as scheduled, conflicts with the fundraising activity of the school district or an individual school within that district; and
 - b. Whether the fundraising activity is consistent with the goals and mission of the school or school district.
 - c. The school support organization shall obtain Board of Education approval for any proposed lottery or raffle to be used as a fundraiser prior to the fundraiser being submitted to the Tennessee Secretary of State for approval under the terms of the Tennessee Charitable Gaming Implementation Law.

10. The school support organization shall provide access to all books, records, and bank account information for the school support organization to officials of the local school board, local school principal, or auditors of the office of the comptroller of the treasury upon request.

11. A school representative cannot act as a treasurer or bookkeeper for a school support organization or be a signatory on the checks for a school support organization. A majority of the voting members of any school support organization board should not be composed of school representatives.

The director of schools may enact procedures to suspend or revoke the authorization of any school support organization for a failure to abide by the policies and procedures regarding school support organizations.

OPERATION OF A SCHOOL BOOKSTORE

The principal of a school may enter into an agreement with a recognized school support organization for the operation of a bookstore located on school grounds, which makes direct sales to students and faculty, pursuant to procedures promulgated by the director of schools. These procedures shall provide, at a minimum, the following:

1. One hundred percent (100%) of the profits of the operation of the bookstore are used for support of the school; and
2. The school support organization provides the school with the relevant collection documentation that would have been required pursuant to the provisions of the manual produced under TCA 49-2-110 for student activity funds.

The director of schools may provide such other procedures and forms as he or she deems necessary.

CONCESSIONS AND PARKING

The principal of a school may agree to allow an authorized school support organization to operate and collect money for a concession stand or parking at a related school academic, arts, athletic, or social event on school property without the prior approval of the director of schools or his/her designee. Any money payable to the school pursuant to the agreement with the principal will be considered school support group funds and not student activity funds if the school support organization provides the school with the relevant collection documentation required by the student activity funds manual produced by the State.

Legal References

1. TCA 49-2-604(a)

Rutherford County Board of Education

Monitoring:
**Review: Annually,
in January**

Descriptor Term:

Purchasing

Descriptor Code:
2.805

Issued Date:
05/25/23

Rescinds:
2.805

Issued:
07/07/22

General

The school district will purchase competitively and seek maximum educational value for every dollar expended. Authorization to purchase shall be provided by the Board. The Director of Schools, through his/her purchasing agent designee, shall serve as purchasing agent for the system-wide purchasing.¹ Principals shall serve as purchasing agents for individual schools.

Purchases made by anyone not authorized by the appropriate officials shall become the personal responsibility of the persons making the purchase agreement. The Board will not, under any circumstances, be responsible for payment for any material or supplies purchased by unauthorized individuals or in an unprescribed manner.

No school shall be obligated to pay for any expenditures made by a student or a teacher or by any other employee unless she/he first receives a written purchase order from the proper office or unless prior written permission or arrangements are made with the principal.

The Board will purchase locally whenever other conditions are comparable or when it is most practical under the circumstances.

Individual Schools

The Director of Schools must approve the following purchases:

1. A single piece of equipment costing more than fifteen thousand dollars (\$15,000);
2. One that is to be attached to or one that requires alteration of the building; or
3. One that will become a permanent fixture.

*Central Office*²

ROUTINE PURCHASES

Routine purchases shall include expenditures for supplies, salaries, and routine expenditures required for the operation of the school district. These expenditures shall be anticipated and provided for in the budget and will normally be authorized by the Board at the beginning of the fiscal year. The Director of Schools/designee shall make all routine purchases without further Board authorization; however, the Board shall be promptly informed if any substantial variation from budgeted estimates becomes necessary.

All purchases shall be made in accordance with Tennessee State Law. All purchases of supplies, materials, and equipment in excess of fifty thousand (\$50,000), including those of individual schools, shall be based upon competitive bids.³ These bids shall be solicited by advertisement in a newspaper of general circulation in the district. However, said newspaper advertisement may be waived by the purchasing agent in case of emergency. The purchasing agent shall advertise for bids. However, bids are not required where the purchases will be made from State or Federal GSA Contract. Also, when the purchasing agent deems that the state contract is not in the best interest of the taxpayer, alternative pricing will be obtained.

All purchases estimated to be between \$15,000 and \$50,000, including those of individual schools, may be made in the open market without newspaper notice, but shall be based on at least three (3) competitive quotes.³ Any purchases under \$15,000 do not require any quotes.

SPECIAL PURCHASES

Special purchases are those which are not routine, and which may or may not be specifically identified by line item in the budget. Examples of special purchases are all capital expenditures such as for vehicles, buildings, major contracts, purchases of major equipment, items for long-term use and supplies of an unusual quantity or nature. All purchases in this category shall require specific prior Board approval on an item-by-item basis. In its approval, the Board may place constraints on the director of schools requiring Board evaluation and/or approval at various steps in the procurement process. This will be determined by the Board on an individual basis depending on the nature of the procurement action.

EMERGENCY PURCHASES

Emergency purchases are those which are necessary to avert hazards which threaten health or safety, to protect property from damage or to avoid major disruption of educational activities. If within budgetary limits and deemed essential, emergency purchases may be made by the Director of Schools. However, if the purchase is of such significant magnitude as to impact on the integrity of the budget, the Chair shall call a special or emergency meeting of the Board to deal with the matter. In any event, the Board shall be advised promptly of all emergency purchases.

PURCHASING OF SURPLUS PROPERTY

The Director of Schools and other employees designated by the Board shall be authorized to act for the Board in acquiring federal surplus property through the Tennessee General Services Department for surplus property and in entering into agreements, certifications and covenants of compliance concerning the use of federal surplus property.

Further, the Director of Schools is authorized to purchase any needed items through suppliers approved on the state bid list.

COOPERATIVE PURCHASING⁴

The Board, at its option, will join in cooperative purchasing with other school districts to take advantage of lower prices for bulk purchasing and to reduce the cost involved in bidding whenever such buying

1 appears to be to the benefit of the district. The availability of money for the fund/account in question
2 should be determined before Purchase Orders are approved.

3 **ONLINE PURCHASING**

4 The Board recognizes that online purchasing may provide opportunities for savings, but extra precaution
5 shall be used to ensure that accounting procedures are followed. Online purchasing shall be permitted
6 with the following requirements:

- 7 1. Prior authorization shall be obtained from the Director of Schools before setting up new online
8 accounts, and schools shall maintain a list of accounts;
- 9 2. Online purchases shall be for school purposes and made in accordance with established policies
10 and procedures. School employees are prohibited from making personal purchases even with the
11 intent of reimbursing the school district. School employees are prohibited from using a school's
12 tax-exempt status for personal purchases of any kind;⁵
- 13 3. The availability of money for the fund/account in question shall be determined before purchase
14 orders are approved;
- 15 4. All purchase orders shall be properly filled out and approved prior to a purchase; and
- 16 5. Price quotes shall be obtained where possible and/or practical and retained with other purchase
17 documentation.

18 **PURCHASING WITH FEDERAL GRANT FUNDS**

19 Before grant funds are obligated or expended, the director or his designee shall review the cost of a
20 proposed expenditure and determine if it is an allowable use of federal grant funds.⁶ The director will
21 minimize the time that elapses between the transfer and disbursement of funds once an expenditure is
22 approved.

23 No person officially connected with or employed by the school system may participate in the selection,
24 award, or administration of a contract supported by a federal award if he or she has a real or apparent
25 conflict of interest. A real or apparent conflict of interest arises when the employee, officer, or agent,
26 any member of his or her immediate family, his or her partner, or an organization which employs or is
27 about to employ any of the parties indicated herein, has a financial or other interest in or a tangible
28 personal benefit from a firm considered for a contract. Upon discover of any potential conflict, the
29 director shall disclose the potential conflict to the federal awarding agency in writing.⁷

Legal References

1. TCA 49-2-206(b)(3); TCA 6-36-115
2. *Tennessee Internal School Uniform Accounting Procedure Manual*, Section 4-8
3. TCA 49-2-203; TCA 12-3-1212
4. TCA 12-3-1205
5. TCA 49-2-608
6. 2 CFR § 200.403
7. 2 CFR § 200.112

Cross References

Executive Committee 1.301
Credit Cards/Credit Lines 2.8051
Purchase Orders and Contracts 2.808
Conflict of Interest 5.601

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Community Use of School Facilities	Descriptor Code: 3.206	Issued Date: 09/18/19
		Rescinds: 3.206	Issued: 03/17/16

When not in use for school purposes, school buildings and grounds or portions thereof may be used for public, governmental, charitable, civic, recreational, cultural, and other purposes as approved by the Board.^{1,2}

1. School facilities shall not be used for funeral, cremation, or burial purposes or services. Memorial services may be permitted for individuals who have particularly strong involvement with a school or the school system if approved in advance by the Director of Schools, and so long as the deceased is not brought onto school facility property.
2. Requests for the use of a school's facilities shall be made at the office of the principal at least thirty (30) days prior to the date of use.
3. Unless exempted from fees as provided in this policy or by state law, any group or entity desiring to use a school facility shall be required to pay the school system for the use of the facilities in accordance with a fee schedule adopted by the Board of Education.
4. Student clubs and activities of a Rutherford County school, a parent-teacher association of a Rutherford County school, organizations affiliated with a Rutherford County school, and governmental entities of Rutherford County shall be permitted use of school facilities without charge. Public schools of the State of Tennessee serving any grades between Kindergarten and Twelfth grade shall also be allowed to use school facilities without charge for activities associated with Rutherford County schools or if approved by the Director of Schools. Public education schools and institutions, post-secondary education institutions, private universities and colleges, and governmental entities or agencies that provide benefits to the Rutherford County school system or have an in-kind relationship approved by the Director of Schools may request the Board of Education to allow an exemption from the use of facilities fee which the Board may allow or deny as determined in the sole discretion of the Board based upon the details of the specific request.
5. Subject to the limitations provided in this section, non-profit entities with educational purposes ("Educational Organization") may enter into a Memorandum of Agreement with a school to provide in-kind services to a school with a value equal to or greater than the facilities use fee for the facilities sought in exchange for which the Educational Organization may be allowed the use of said facilities without charge for meetings or events involving students attending the school for which the use of facilities is sought. The terms and conditions of the Memorandum of Agreement must be approved by the Director of Schools or his/her designee and is further subject to availability of space and such terms and conditions as the Director may require. In the event an Educational Organization meeting or event involves an expense to the school in

1 excess of normal and routine utilities, the Director of Schools or his/her designee shall still
2 require payment of those costs as a condition to allowing the use of facilities. In the event an
3 Educational Organization does not provide the in-kind services agreed in the Memorandum of
4 Agreement, the Educational Organization will be responsible for payment of the use of
5 facilities fee for the facilities utilized. Notwithstanding the above, no athletic competition or
6 practice utilizing gym or field facilities shall be eligible for use without payment of a fee under
7 a Memorandum of Agreement due to the expense of maintaining such facilities after such uses.
8

- 9 6. School facilities may not be used for private profit, except that unused facilities may be leased
10 for private day-care centers which provide educational and child care services to the
11 community;³
12
- 13 7. All activities must be under adult supervision and approved by the building principal. If
14 deemed necessary, the principal may assign a school employee to be present. The group using
15 the facilities will be responsible for any damage to the building or equipment.
16
- 17 8. Groups receiving permission for building use are restricted to the dates and hours approved and
18 to the building area and facilities indicated, unless requested changes are approved by the
19 principal. Entry into other areas of the facility will be considered trespassing. The permission
20 granted for each group may not be extended to other groups or individuals.
21
- 22 9. Groups receiving permission for building use are responsible for the observance of all fire and
23 safety regulations at all times; Groups will be required to agree to consult with the Principal or
24 designee about compliance with the existing school safety plan as a part of their use. The
25 number of attendees may not exceed the number authorized and must comply with local fire
26 codes.
27
- 28 10. The use of alcoholic beverages, weapons or explosives, drugs or tobacco, profane language, or
29 gambling in any form is not permitted in school buildings;
30
- 31 11. During emergencies or disasters, the Board will cooperate with recognized agencies, such as
32 the Red Cross, National Guard and Civil Defense to make suitable facilities available without
33 charge;
34
- 35 12. When school kitchens are used, at least one member of the cafeteria staff must be present to
36 supervise the use of equipment;
37
- 38 13. The Board will approve and periodically review a fee schedule for the use of school facilities
39 by community or civic organizations and other non-profit groups.
40
- 41 14. The Director of Schools shall develop procedures and forms to effectively implement this
42 policy. Use of school facilities by a group or entity which is not exempt from the use of
43 facilities fee are subject to the following rules and requirements:
44 A. A period of use not to exceed one calendar year may be allowed upon request and
45 may be renewed at the discretion of the Board for additional terms of one year each
46 up to a maximum of ten years.

- 1 B. The entity or group must have an established organization within the county or the
2 event must be hosted by an established organization within the county.
3 C. A school custodian must be employed to perform custodian services and must be
4 paid through the payroll system.
5 D. Classroom use is not recommended, but if a classroom is used, it must be put in
6 order before the group leaves or prior to the next scheduled use by the school.
7 E. Any school equipment to be used must be specified and approved by the principal
8 prior to its use. The principal shall satisfy himself that the person to use the
9 equipment is familiar with it and properly instructed in its operation. Any and all
10 damage to equipment shall be paid for by the group or entity using the facilities.
11

12 15. All use of facilities requests for non-school related activities must be accompanied by a
13 certificate of insurance showing the Board of Education as additional insured with a minimum
14 limit of \$2,000,000 liability insurance. A limit of \$1,000,000 may be allowed at the discretion
15 of the Director of Schools for certain activities.
16

17 16. School facilities use by the Rutherford County Board of Education shall not be used for
18 partisan political meetings.

Legal References

1. TCA 49-50-201
2. TCA 49-2-203(b)(4); TCA 49-2-405
3. TCA 49-2-203(b)(4)(B)

Cross References

Tobacco-Free Schools 1.803
Care of School Property 6.311

19 Additions:

20 Signs, banners, flags or other displays may not be erected on school property unless the permission of
21 the Principal or Principal's Designee is obtained in advance and only if such displays do not deface,
22 obstruct or damage school property.

23 An outside organization shall not restrict participation in an activity or event taking place on school
24 property because of an individual's race, religion, creed, gender, national origin or disability.

25 All activities must be orderly and lawful, and must comply with all federal, state, and local laws and
26 ordinances.

27 Parking is permitted only in designated areas.

28 The use of lighted athletic fields must end by 10:00 PM.

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Student Transportation Management	Descriptor Code: 3.400	Issued Date: 08/08/24
		Rescinds: 3.400	Issued: 07/27/22

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

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

Buses shall also include notice in a conspicuous place that only authorized persons shall enter the bus. This notice shall include appropriate contact information in case of an issue on the bus.³

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

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

RESPONSIBILITIES OF BUS OWNERS

1. Each school bus and all related equipment shall always be maintained in condition to operate safely during the school year and shall conform to specifications as set forth by the State Board of Education¹ and National Highway Traffic Safety Administration.

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

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

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

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

3 The Director of Schools shall issue a certificate to school bus drivers that meet the qualifications
4 established by the Board.⁴

5 Annually, the Board shall require each school bus driver to have a physical and mental
6 examination. The Board shall revoke the certificate of any school bus driver found to be
7 physically, mentally, or morally unfit to operate a school bus. Additionally, a certificate shall be
8 revoked if the school bus driver is convicted of driving under the influence, vehicular assault,
9 vehicular homicide, aggravated vehicular homicide, or the manufacture, delivery, sale, or
10 possession of a controlled substance or analogue.⁵

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

16 **DIRECTOR OF TRANSPORTATION⁶**

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

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

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

24 **COMPLAINT PROCESS⁷**

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

- 27 1. All complaints shall be submitted to the transportation supervisor on forms designated by the
28 District on its website;
29 2. Forms may be submitted in person, via mail, via phone, or e-mail. In the case of a complaint
30 received via phone, the person receiving the phone call shall be responsible for filling out the
31 form and submitting it to the Transportation Supervisor.

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

34 Within forty-eight (48) hours of receipt of the initial complaint, the transportation supervisor shall
35 submit a preliminary report to the Director of Schools or designee and a copy of the preliminary report
36 to the Contractor. This report shall include:

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

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

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

RECORDKEEPING⁸

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

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

AWARDING AND RENEWING CONTRACTS

General

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

First Priority

Each bus driver who has never had a contract, that holds a current driving eligibility status with the Rutherford County Board of Education and has been driving full-time for two (2) complete school years or the equivalent of four (4) years driving daily in the morning (AM) or afternoon (PM) may make application to be included on the First Priority list. Applications will be provided by the Transportation Department and must be filed in person with the Transportation Director. The application will include a sworn, notarized affidavit declaring the total length of active time driving a school bus with the Rutherford County Schools System. Active time is defined as the time in which a driver has actively driven full-time or the equivalent of four (4) years driving daily in the morning (AM) or afternoon (PM) while maintaining legal licensing supported by the documentation required under the bus contract. As new and replacement contracts become available throughout the term of the contract period, drivers on this list will be offered contracts in the order their names appear on the list,

provided the driver continues to be eligible as a driver in Rutherford County and is in good standing with the Board. The contractor shall select one (1) of the offered contracts.

The applicant must update their application upon any change in the information that has been provided to the Transportation Director. Each application will be reviewed for accuracy prior to a contract being offered. Additionally, each applicant will be required to provide a fingerprint sample and pass a criminal history background check prior to a contract being offered. Any driver who is hired by a contractor after the application deadline will be allowed to make application after driving full-time for two (2) complete school years.

Second Priority

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

Third Priority

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

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

Exchanges

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

Legal References

1. [TCA 49-6-2109; TRR/MS 0520-01-05; Public Acts of 2023, Chapter No. 122](#)
2. [TCA 49-6-2116\(d\)\(3\)](#)
3. [Public Acts of 2024, Chapter No. 548](#)
4. [TCA 49-6-2107](#)
5. [TCA 49-6-2107\(e\)\(1\); Public Acts of 2023, Chapter No. 122](#)
6. [TCA 49-6-2116\(a\)-\(c\)](#)
7. [TCA 49-6-2116\(d\)\(1\)-\(2\)](#)
8. [TCA 49-6-2116\(d\)\(5\)](#)

Cross References

Bus Safety and Conduct 6.308
Homeless Students 6.503

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Library Materials	Descriptor Code: 4.403	Issued Date: 08/08/24
		Rescinds: 4.403	Issued: 07/19/23

1 *General*

2 The Rutherford County Board of Education supports principles of intellectual freedom inherent in the
3 First Amendment of the United States.

4 The Assistant Superintendent for Curriculum and Instruction or his/her designee shall be responsible for
5 library collection development. He/she shall ensure the library catalog is available on each respective
6 school's website. Library materials shall be reviewed to ensure the content aligns with state law and the
7 materials have not been removed previously.¹ Prior to the purchase of new materials, librarians shall
8 review the age and maturity level along with the reading level of the selected items for suitability.

9 The library collection shall adhere to the following criteria:²

- 10 1. Materials shall be suitable for and consistent with the educational mission of the school;
11
12 2. Materials shall be appropriate for the age and maturity levels of the students who may access
13 them. The determining factor will be based on an assessment of any mature themes or content
14 (i.e., violence, sexual content, vulgar language, substance abuse);
15
16 3. Materials shall contain literary, historical, and/or artistic value and merit; and
17
18 4. The collection, as a whole, shall offer a variety of viewpoints.

19 As defined in TCA §39-17-901, any picture, photograph, drawing, sculpture, motion picture film, or
20 similar visual representation or image of a person or portion of the human body, in whole or in part,
21 which depicts nudity, sexual conduct, sexual excitement, excess violence, or sado-masochistic abuse, is
22 patently offensive, or appeals to the prurient interest shall be immediately removed from all libraries
23 within the school district and then reviewed for final decision by the Board.³

24 As defined in TCA §39-17-901, any book, pamphlet, magazine, printed matter, however reproduced, or
25 sound recording, which, in whole or in part, contains nudity, sexual excitement, sexual conduct, excess
26 violence, or sado-masochistic abuse, is patently offensive, or appeals to the prurient interest, or which
27 contains explicit and detailed verbal descriptions or narrative accounts of sexual excitement, sexual
28 conduct, excess violence, or sado-masochistic abuse, is patently offensive, or appeals to the prurient
29 interest, shall be immediately removed from all libraries within the school district and then reviewed for
30 final decision by the Board.³

The Assistant Superintendent for Curriculum and Instruction shall be responsible for periodically reviewing the district's library collection in line with these established standards. Each school library shall periodically review the library materials contained in their school library to ensure the school library collection is in line with these established standards. Any materials found to be out of alignment with the standards shall be removed, and this action shall be documented.

COMPLAINTS⁴

The complaint shall be limited to one (1) book, and be from a student, a student's parent/guardian, or a school employee and may submit no more than five (5) complaints per academic year.

1. Inform the complainant of the selection procedures and make no commitments.
2. Request the complainant to submit a Request for Reconsideration of Library Materials form to the principal and the Assistant Superintendent for Curriculum and Instruction.
3. Inform the principal (and other appropriate personnel).
4. Keep challenged materials available for use during the reconsideration process.
5. Upon receipt of the completed form, the principal and Assistant Superintendent for Curriculum and Instruction shall notify the Director of Schools, who shall notify the Board.
6. The principal shall request review of the challenged materials through an ad hoc materials review committee within thirty (30) calendar days for the purpose of making a recommendation to the principal. The committee shall include a certified library media specialist, classroom teachers, and one or more parents. The principal shall provide the Committee with a copy of the challenged materials. The Committee will inform the principal of their recommendation. Complaints will be reviewed in the following order if multiple complaints are received contemporaneously: parent/guardian complaints, student complaints, and employee complaints.
7. The following steps should occur after receiving the challenged materials:
 - a. Read, view, or listen to the contested material in its entirety;
 - b. Check general acceptance of the material by reading recognized and evaluative reviews;
 - c. Determine the extent to which the material is appropriate for the age and maturity levels of the students who have access to the materials and whether the material is suitable for, and consistent with, the educational mission of the school; and
 - d. Complete the appropriate Checklist for Reconsideration of Library Materials, judging the material for its strength and value.

The principal shall submit a recommendation to the Director of Schools. The Director of Schools shall assess the findings along with the recommendation of the principal and present a recommendation to the Board.

The Board shall evaluate the recommendations of the principal and the Director of Schools along with the material to determine whether the material is appropriate for the age and maturity levels of the students who have access to the materials and whether the material is suitable for, and consistent with, the educational mission of the school. The Board shall review the findings and issue a decision within sixty (60) calendar days from which the complaint was received. The decision of the Board is final.

If the Board does not make a determination within sixty (60) days from the date on which the complaint was received, then the student, student's parent or guardian, or school employee who submitted the complaint on the material may request the state textbook and instructional materials commission to evaluate the material, pursuant to TCA §49-6-2201(m)(1)(D).

REMOVAL OF LIBRARY MATERIALS

If it is determined by the Board that the material is not appropriate for the age and maturity levels of the students who have access to them or is not suitable for, and consistent with, the educational mission of the school, the material shall be removed from the library collection or restricted to the appropriate grade(s). Material removed by the Board shall be removed from all applicable grade bands and district schools.

NOTIFICATION

The Board shall be notified when any library materials are challenged or removed pursuant to this policy. A notation will be added in the library database regarding any removed materials.

Legal References

1. [*Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 \(1982\); TCA 49-6-3803](#)
2. [Public Acts of 2024, Chapter No. 782](#)
3. [TCA 39-17-901; TCA 39-17-911](#)
4. [TCA 49-6-3803](#)

Cross References

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

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Graduation Requirements	Descriptor Code: 4.605	Issued Date: 08/08/24
		Rescinds: 4.605	Issued: 01/11/24

General

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

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

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

1. Achieve the RCS-required twenty-three units of credit;

- ^a. Students who have been identified as homeless, migrant, foster, military, ESL or Special Education shall only be required to meet the minimum requirements for graduation established by the State Board of Education.

2. Beginning with the 2024-2025 cohort, students must earn at least one (1) credit of computer science in high school;

3. Have satisfactory records of attendance and conduct;

4. Take the ACT or SAT in the 11th grade if enrolled in a Tennessee public school during their 11th grade year;² and

5. Pass a United States civics test.³

Students who have completed all graduation requirements will be awarded a regular diploma.

SPECIAL EDUCATION STUDENTS⁴

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

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

Special Education Diploma

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

1. Completed four (4) years of high school;
2. Made satisfactory progress on their IEP; and

3. Maintained satisfactory records of attendance and conduct.

Occupational Diploma

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

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

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

Alternate Academic Diploma

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

1. Completed at least four (4) years of high school;
2. Participated in the high school alternate assessments;
3. Earned twenty-two (22) credits prescribed by the State;
4. Made satisfactory progress on their IEP;
5. Maintained satisfactory records of attendance and conduct; and
6. Completed a transition assessment that measures postsecondary education and training, employment, independent living, and community involvement.

STUDENT LOAD

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

EARLY GRADUATION⁷

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

In order to graduate early, students shall meet one of the following:

1. Move on When Ready Program:
 - a. Earn the required seventeen (17) credits;
 - b. Scores at the on-track or mastered level on each end-of-course assessment taken;

- c. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- d. Scores at minimum a twenty-five (25) on the mathematics and English portions of the ACT;
- e. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- f. Complete at least two (2) types of the following courses:
 - AP;
 - IB;
 - Dual enrollment; or
 - Dual credit.

2. A student who does not participate in the Move on When Ready program may still graduate earlier than the end of their senior year of high school, provided the student meets all of the graduation requirements set by Rutherford County Schools.

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

COURSE SUBSTITUTIONS⁸

Students may substitute graduation requirements for courses that have been approved by the State Board of Education.

The following list includes other allowable course substitutions:

1. Integrated Math III or Algebra II:
 - a. Dual-Enrollment College Algebra;
 - b. IB Mathematics: Applications & Interpretations I SL
2. Chemistry
 - a. Dual-Enrollment College Chemistry;
 - b. AP Chemistry
3. Physics
 - a. Dual-Enrollment College Physics;
 - b. AP Physics;
 - c. Cambridge Physics
4. Biology
 - a. Dual-Enrollment College Biology;
 - b. AP Biology
5. World History and Geography
 - a. Dual-Enrollment College World History or Geography;
 - b. AP Human Geography, AP European History or AP World History

Other college- level course with equivalent standards approved by the Board of Education.

The university or college transcript will be required to record the equivalent course for all dual-enrollment and college level courses.

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

Legal References

1. [TCA 49-6-6001; State Board of Education Policy 2.103; TRR/MS 0520-01-03-.06](#)
2. [TCA 49-6-6001\(b\); State Board of Education Policy 2.103](#)
3. [TCA 49-6-408; State Board of Education Policy 2.103](#)
4. [TRR/MS 0520-01-03-.06; State Board of Education Policy 2.103](#)
5. [TCA 49-6-6005; State Board of Education Policy 2.103](#)
6. [TRR/MS 0520-01-03-.06](#)
7. [TCA 49-6-8103; State Board of Education Policy 2.103](#)
8. [State Board of Education Policy 3.103](#)

Cross References

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

Rutherford County Board of Education

Monitoring:
**Review: Annually,
in March**

Descriptor Term:

Sick Leave

Descriptor Code:
5.302

Issued Date:
07/19/23

Rescinds:
5.302

Issued:
01/05/21

PROFESSIONAL PERSONNEL

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

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

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

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

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

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

In accordance with state law, any teacher who goes on maternity leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for maternity leave purposes.

Personnel with at least six (6) months of service, shall be granted bereavement leave up to three (3) days per event in the event of death of an immediate family member. Interim employees and re-employed retirees will be granted bereavement leave up to three (3) days per event in the event of death of an immediate family member after six (6) months of employment. Immediate family member shall include the employee's spouse/legal guardians, parents, grandparents, children, grandchildren, siblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-siblings, step-children, step-grandchildren, and foster children, or any other person living in the household. Personnel shall be granted bereavement leave up to one (1) day per event in the event of death of a cousin, aunt, uncle, niece, or nephew. For a person with a significant relationship to the

employee, the Director or Director's designee will approve the leave up to three (3) days per event. If additional days are needed for out of state travel, personnel shall discuss with the principal the need to use up to two (2) additional sick days without the requirement of a doctor's note. Personnel will be responsible for submitting bereavement documentation within five (5) working days of returning to work.

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

SUPPORT PERSONNEL

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

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

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

SICK LEAVE BANK

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

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

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

An employee who is a member of the sick leave bank may request an allotment of days (for the employee's personal illness or on account of an illness of his/her minor child) in the manner designated by the trustees. The need for these days must be verified by a statement from a doctor.

- 1 By written notice to the trustees, an employee may withdraw from bank participation on June 30 of any
- 2 year.⁸ Membership withdrawal results in forfeiture of all days contributed.
- 3 The sick leave bank shall be operated in accordance with state law.

Legal References

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

Cross References

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

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Sabbatical Leave	Descriptor Code: 5.308	Issued Date: 05/09/24
		Rescinds: 5.308	Issued: 09/18/19

Certified and classified employees shall be entitled to a leave of absence without pay not exceeding ~~one~~ **two (2) years** to further education on a full-time basis, provided such academic work entails a minimum of nine (9) hours per semester. **Professional employees shall be entitled to personal leave without pay for one (1) year for studying or other reasons of value.** No certified and classified employees shall be eligible for more than one (1) sabbatical leave every seven (7) years of consecutive service with the school district. Certified employees must have five (5) years or more of service to be entitled to qualify for sabbatical leave.

Additionally, certified employees must apply in writing to the Human Resources Department no later than May 31st for leave during the next fiscal school year. Proof of enrollment and completion of courses must be provided each semester, and the program of study must be an advanced study in education beyond the employee's current degree attained. ~~Employee must return and work for the district for a minimum of one (1) year after sabbatical has ended. Educational leave is not automatically granted by the Director of Schools.~~ Factors to be considered: current position, availability of an interim replacements, budget, school needs, and other factors that impact student achievement.

Certified and classified employees shall have the opportunity to continue participation, at their own expense, in group insurance plans subject to the restrictions of the insurance carrier. Arrangements for direct payment shall be made by the employee in writing to Human Resources.

This leave shall in no way change a certified employee's status for reduction-in-force procedures.

Cross References

Long-Term Leaves of Absence for Professional Personnel
5.304

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Discrimination/Harassment of Employees (Sexual, Racial, Ethnic, Religious)	Descriptor Code: 5.500	Issued Date: 01/15/09
		Rescinds: 3-3	Issued:

Employees shall be provided a work environment free from sexual, racial, ethnic, gender, disability and/or religious discrimination/harassment. It shall be a violation of this policy for any employee or any student to discriminate against or harass an employee through disparaging conduct or communication. The following guidelines are set forth to protect employees from discrimination/harassment.

Employee discrimination/harassment will not be tolerated.¹ Discrimination/harassment is defined as conduct, advances, gestures or words either written or spoken of a sexual, racial, ethnic or religious nature or disability related which:

1. Unreasonably interferes with the individual's work or performance; or
2. Creates an intimidating, hostile or offensive work environment; or
3. Implies that submission to such conduct is made an explicit or implicit term of employment;
4. Implies that submission to or rejection of such conduct will be used as a basis for an employment decision affecting the harassed employee.

Alleged victims of discrimination/harassment shall report these incidents immediately.² This report should be made to the immediate supervisor except when the immediate supervisor is the offending party. If the immediate supervisor is the offending party, the report may be made to the director of schools. Allegations of discrimination/harassment shall be fully investigated (as set forth in *Complaints and Grievances 5.501*). An oral complaint may be submitted; however, such complaint must be reduced to writing to ensure a more complete investigation. The complaint should include the following information:

1. Identity of the alleged victim and person accused;
2. Location, date, time and circumstances surrounding the alleged incident;
3. Description of what happened;
4. Identity of all witnesses; and
5. Any other evidence available.

1 The privacy and anonymity of all parties and witnesses to complaints will be respected. However,
2 because an individual's need for confidentiality must be balanced with obligations to cooperate with
3 police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough
4 investigation or to take necessary action to resolve a complaint, the identity of parties and witnesses
5 may be disclosed in appropriate circumstances to individuals with a need to know.

6 A substantiated charge against an employee shall result in disciplinary action up to and including
7 termination. A substantiated charge against a student may result in corrective or disciplinary action up
8 to and including suspension.

9 There shall be no retaliation against any person who reports discrimination/harassment or participates
10 in an investigation. However, any employee who refuses to cooperate or gives false information during
11 the course of any investigation may be subject to disciplinary action. The willful filing of a false report
12 will itself be considered harassment and will be treated as such.

13 An employee disciplined for violation of this policy may appeal the decision by contacting the director
14 of schools.

Legal References:

1. Title VII; 29 CFR §1604.11
2. Title IX (20 U.S.C. §§ 1681-1686)

Cross References:

Appeals To & Appearances Before the Board 1.404
Complaints and Grievances 5.501

Rutherford County Board of Education

Monitoring:

**Review: Annually,
in September**

Descriptor Term:

Spectators

Descriptor Code:

6.313

Issued Date:

08/24/23

Rescinds:

6.313

Issued:

05/25/23

The school district strongly believes in the importance of interscholastic athletic events and welcoming the community onto our campuses. However, providing a safe and secure environment on our campuses must always be the top priority.

BAGS

To improve safety and security, a clear bag policy will be implemented for all spectators at the following events on our campuses:

- high school varsity basketball games;
- high school varsity football games;
- middle school basketball games (varsity and JV);
- middle school football games (varsity and JV); and
- end-of-season tournaments.

One (1) clear tote bag (plastic, vinyl, or PVC) per person is permitted.

Clear totes should not exceed 12" x 6" x 12," and schools have the discretion to prohibit any oversized clear tote bags.

One (1) one-gallon clear plastic freezer bag (Ziplock bag or similar) per person is permitted.

Clear bags cannot be tinted or have large graphics that obstruct visibility.

Approved family care items (diapers, formula, etc.) must be included in the clear plastic tote bag.

As an alternative, attendees may use a small "clutch" purse, no larger than 4 ½ inches by 6 ½ inches.

All bags are subject to be searched.

Prohibited items: include, but are not limited to, purses, fanny packs, backpacks, duffel bags, coolers, briefcases, diaper bags, cinch bags, luggage of any kind, and computer bags.

Exceptions: students participating in the event (athletes, cheerleaders, musicians, etc.), officials/referees, and RCS employees or employees from visiting out-of-district schools may bring bags that are necessary for the event. Bags necessary for approved medical equipment are permitted.

1 ADULT SUPERVISION

2 Children who are middle-school age or younger must be accompanied by an adult, preferably a
3 parent/guardian, for entry into high school varsity basketball games, high school varsity football games,
4 middle school basketball games (varsity and JV), middle school football games (varsity and JV), and
5 end-of-season tournaments.

6 High-school age students from the home school, visiting school, or community may attend the game
7 without being accompanied by an adult.

8 Anyone who violates these rules will be removed from the event and/or banned from attending events.
9 Law enforcement and/or school officials will contact parents/guardians of students/juveniles and there
10 could be school-based (for students) and/or criminal consequences for offenses in the Student Code of
11 Conduct and/or breaking the law.

12 NO RE-ENTRY

13 Our schools will continue to enforce a no re-entry policy in all athletic venues. If a spectator leaves the
14 venue, they will not be readmitted, unless there are extenuating circumstances as approved by school
15 officials.

16 LAW ENFORCEMENT PRESENCE

17 In collaboration with the Rutherford County Sheriff's Office, there may be additional officers employed
18 at an athletic event, in the venue and around the campus. All persons, personal items, and vehicles are
19 subject to be searched on school property.

20 CAPACITY

21 Depending on multiple factors, including venue capacity, availability of law enforcement and emergency
22 medical services, and anything deemed a safety or security risk, capacities could be limited and ticket
23 sales restricted.

24 At the discretion of school officials, additional procedures or modifications may be implemented and
25 enforced.

Cross References:

Safety 3.201

Interrogations & Searches 6.303

Security 3.205

Rutherford County Board of Education

Monitoring:

**Review: Annually,
in April**

Descriptor Term:

Bus Safety and Conduct

Descriptor Code:

6.308

Issued Date:

09/18/19

Rescinds:

6.308

Issued:

01/15/09

In order to maintain conditions and atmosphere suitable for learning, no person shall enter onto a school bus except students assigned to that bus or parent(s)/guardian(s)/other persons previously granted permission by the district to be on the bus.¹

The school bus is an extension of school activity; therefore, students shall conduct themselves on the bus in a manner consistent with the established standards for safety and classroom behavior.

Students are under the supervision and control of the bus driver while on his/her bus, and all reasonable directions given by him/her shall be followed. A driver may remove a student in the event that the driver finds it necessary for the safety of the other student passengers or the driver, provided that the driver secures the safety of the ejected student for the uncompleted trip. A driver shall report to school authorities as soon as possible, but no later than the following day, any student refusing to obey the driver or exiting the bus without the driver's permission at a point other than the student's destination for that trip.²

The principal of the student transported shall be informed by the bus driver of any serious discipline problem and may be called upon to assist if necessary. A student may be denied the privilege of riding the bus if the principal determines that his/her behavior is such as to cause disruption on the bus, or if he/she disobeys state or local rules and regulations pertaining to student transportation.

The suspension of a student from riding the school bus shall follow the same procedures as for any other school suspension.

Any student who gets off the bus at any point between the pick-up point and school must present the bus driver with a note of authorization from the parent(s)/guardian(s) and signed by the school principal.

Any student wishing to ride a bus other than his/her designated bus must have written parental permission and the approval of the principal or his/her designee.

Students who transfer from bus to bus while en route to and from school shall be expected to abide by the discipline policies adopted by the Board and rules adopted by the staff of the terminal school.

USE OF VIDEO CAMERAS

Video cameras may be used to monitor student behavior on school vehicles transporting students to and from school or extracurricular activities. Video footage shall be used only to promote the order, safety, and security of students, staff, and property.

Students in violation of bus conduct rules shall be subject to disciplinary action in accordance with established Board policy and regulations governing student conduct and discipline.

- 1 The district shall comply with all applicable state and federal laws related to photographs and video
2 recordings.³ These materials shall be maintained for a minimum of three (3) days. Photographs and
3 videos may not be available after three days due to the limitations of data storage space.
4 Parent(s)/guardian(s) may submit requests to view photographs and video footage to the Director of
5 Schools/designee, and a time shall be arranged for viewing. The Director of Schools/designee shall be
6 present when parent(s)/guardian(s) are provided the opportunity to review photographs and video
7 footage.⁴
- 8 The Director of Schools shall develop procedures governing the use of video cameras in accordance with
9 the provisions of the law and established Board policies.

Legal References

1. TCA 49-6-2008
2. TCA 49-6-2118(d)
3. TCA 10-7-504; 20 USCA §1232g
4. Public Acts of 2019, Chapter No. 256

Cross References

Student Transportation Management 3.400
Scheduling and Routing 3.401
Code of Conduct 6.300
Student Records 6.600
Annual Notification of Rights 6.601
Inspection and Correction Procedure 6.602