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SPECIAL CALLED POLICY COMMITTEE MEETING

AGENDA

5:00 p.m.

April 14, 2026

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. Time limit of any single presentation shall not exceed three (3) minutes.

5. Policy Changes

a. Policy 3.400 – Student Transportation Management*

Adds language for payment of insurance premiums and rules for leasing or rentals of buses by contractors.

b. Policy 4.602 – Grade Point Average (GPA)

Adds SAT scores to criteria for valedictorian/salutatorian.

6. New Policies

a. Policy 4.2002 – Annual Instructional Observance of Independence Day

Adds policy to require annual instructional observance of the Fourth of July within the academic school year.

7. Adjournment

***Policy will be requested to be approved on one (1) reading as notice must be given to bus contractors in writing at least thirty (30) days prior to implementation of any revised policies that explicitly pertain to buses.**

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Student Transportation Management	Descriptor Code: 3.400	Issued Date: 07/24/25
		Rescinds: 3.400	Issued: 08/08/24

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

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

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

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

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

14 RESPONSIBILITIES OF BUS OWNERS

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

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

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

21 4. The Contractor shall be required to maintain general liability insurance coverage from an
22 insurance company licensed in the State of Tennessee with an AM Best rating of A- or better, or
23 as otherwise acceptable to the Board, naming the Board as an additional insured. Each Contractor
24 shall maintain liability insurance with coverage limits as required by State law, but with auto
25 liability coverage limits of no less than \$1,000,000 for auto liability, \$1,000,000 for general
26 business liability, and a \$2,000,000 umbrella policy that provides additional coverage to the auto
27 liability and general business liability policies. The policies obtained by Contractor shall also
28 include uninsured and underinsured coverage of no less than \$1,000,000 per occurrence. The
29 deductibles under the policies shall be no more than \$5,000 unless the Board expressly approves
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1 a different deductible maximum. Contractor may obtain more insurance coverage if they choose
2 to do so. The liability insurance of the Contractor shall be primary as between any other insurance
3 coverage. Contractor shall provide the Board with a written Certificate of Insurance confirming
4 coverage required under this Agreement no less than once annually and as requested by the
5 Board. Each policy shall include a provision that it may not be cancelled without the insurance
6 carrier providing thirty (30) days advance written notice to the Board. Upon the termination of
7 this contract for any reason, Contractor must provide a certificate of insurance to the Board within
8 five (5) days of the last day of service hereunder confirming insurance coverage with the
9 minimum coverages stated above for all claims and occurrences accruing through the
10 Contractor's last day of service. If a Contractor fails to maintain the insurance required hereunder
11 or fails to provide the Board proof of coverage upon the Board's request, the Board may suspend
12 or terminate this Contract. Contractor is also encouraged to obtain additional auto and business
13 liability and property casualty insurance coverage on Contractor's buses. Notwithstanding the
14 above, if applicable law allows the Board to provide liability insurance coverage for Contractors,
15 the Rutherford County Risk Management Office can obtain insurance coverage acceptable on
16 terms agreeable by the Board, and the Board elects to do so in writing, the obligations under this
17 Section 1.3 can be amended by written mutual agreement with Contractor.⁵

- 18
- 19 5. For Contractors who pay their insurance premiums in advance for an entire year's of coverage,
20 the Contractors shall provide the Certificate of Insurance to the Transportation Department by
21 August 1 of each year. For Contractors who pay their insurance premiums on less than an annual
22 basis (monthly, quarterly, etc.), Contractor shall provide a Certificate of Insurance to the
23 Transportation Department by August 1 of each year and an updated Certificate of Insurance
24 showing the required coverage to still be in place for each consecutive month thereafter by no
25 later than the tenth (10th) day of each month.
- 26
- 27 6. If a Contractor changes insurance companies or coverage, Contractor shall provide a Certificate
28 of Insurance for the new policy to the Transportation Department within one (1) business day of
29 the change in insurance companies or change in coverage.
- 30
- 31 7. Each school bus owner must specify for the Director of Schools' approval the name of the
32 designated driver and at least one substitute driver of his/her bus.

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

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

- 41 8. The Contractor shall furnish all route information requested by the school system, such as student
42 names, school, grade, stops, number per stop, etc. Contractor shall supply by August 1 of each
43 year and update within ten (10) days of any change the name, address and phone number of the

1 person that will check the bus at the end of every route to confirm that no person remains on the
2 bus.

3 **DIRECTOR OF TRANSPORTATION⁶**

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

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

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

11 **COMPLAINT PROCESS⁷**

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

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

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

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

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

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

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

33 **RECORDKEEPING⁸**

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

- 3 1. Bus driver credentials, including required background checks;
- 4
- 5 2. Driver state training records; and
- 6
- 7 3. Complaints received and any records related to the investigation and complaints.

8 **AWARDING AND RENEWING CONTRACTS**

9 The Director of Schools or his/her designee shall conduct a plan of action annually to determine potential
10 school bus service providers for the upcoming school year.

11 The Board of Education will contract with individual owners, partnerships, or corporations to provide
12 student transportation services for periods of time not to exceed the length of the bus transportation
13 services contract.

14 Service providers shall be reputable citizens with records of responsibility and sound business judgment.
15 If the service provider is a partnership or corporation, all partners or shareholders shall meet the
16 requirements of individual service providers, and their names shall be fully disclosed on the agreement
17 and all partners shall execute said agreement. If there is a change in the partners or their partnership
18 interest, the district shall be immediately notified and the Director of Schools may determine to cancel
19 the agreement unless all partners meet the requirements of these regulations.

20 Applications for new or existing contracts shall be sent to the Transportation Department. The
21 Transportation Department will approve or deny contracts based on the criteria set forth in the policy.

22 When a route becomes open, a random drawing will take place to award that route. The contractor
23 awarded the route will then be removed from the random drawing list until all approved contractors who
24 have applied for new routes have had a chance to be awarded a route.

25 If a contractor declines a route for which the contract was randomly selected, the contractor will be
26 removed from the random drawing list unless all other contractors decline and the route goes to an all
27 call or approved by the Board for contractors holding over ten (10) routes. **If no contractor accepts the
28 route after an all call, the Transportation Department will retain the route.**

29 Once the list for contractors is extinguished, random drawing restarts.

30 In addition, random drawings will be held for summer camp routes and Power Hour routes.

31 *Exchanges*

32 After a route/contract is awarded, the route remains the responsibility of the Contractor for the duration
33 of his/her contract with Rutherford County Schools. Exchanges may only occur **in June of every year**
34 with the express written permission of the Director of Schools or his/her designee, after communicating
35 with the Contractors and determining such an exchange creates a cohesive route management system

1 with positive long-term benefits for the students, parents, contractors, and the Transportation Department
2 and is essential to the functioning of Rutherford County Schools.

3 4 **CONTRACTED SERVICE PROVIDERS REQUIREMENTS**

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6 Contracted Service Providers must meet the following requirements:

- 7 1. Contracted Service Providers shall be reputable citizens with records of responsibility and
8 sound business judgment;
- 9 2. Demonstrated previous competent performance as a service provider;
- 10 3. Meeting criteria for inclusion of the bus driver eligibility roster;
- 11 4. Proof acceptable to the Transportation Department of adequate funding sources;
- 12 5. Written documentation demonstrating the ability to acquire required insurance;
- 13 6. Satisfactory Local, State and Federal background check;
- 14 7. Documentation of employment and/or self-employment history with references;
- 15 8. Completion of a "Application of Intent" for the current school year.

16 17 **LEASING OR RENTAL OF BUSES**

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19 Contractors who lease/rent buses for less than a period of thirty (30) days for repairs, a written lease
20 agreement must be provided to the Transportation Department. An extension of thirty (30) additional
21 days may be granted by the Transportation Department.

22
23 Contractors who lease/rent buses for a period of more than thirty (30) days, a written agreement between
24 the lessee and the lessor must be provided to the Transportation Department immediately and approved
25 by the Board.

26
27 The Contractor/Lessor will be responsible for the liability insurance, as required in the Bus
28 Transportation Services Contract, during the duration of the lease.

29 30 **APPLICATION OF INTENT TO PROVIDE SERVICES**

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32 The Director of Schools or his/her designee shall conduct a plan of action annually to determine potential
33 school bus Contracted Service Providers for the upcoming school year. The district will continuously
34 accept applications of intent from parties interested in providing transportation services to the school
35 system. These applications will be maintained until the Director of Schools determines it is necessary to
36 award new contracts for transportation services. Periodically, as determined necessary, notification will
37 be placed in a daily newspaper published in Rutherford, Tennessee, notifying both existing and
38 potentially new Contracted Service Providers of the district's intent to award contracts for school bus
39 services. This is to allow all interested parties to file an application of intent. The completed application
40 of intent shall be returned to the Transportation Department as specified in the published intent to award
41 notification. An application of intent must be submitted in order for the interested party to be considered.
42 Applications of intent shall include all contact information for the interested party or entity and should
43 address the following areas:

- 44 A. The potential contractor's experiences, capabilities, and capacity;

- 1 B. The name and contact information for any school districts, where the party or entity may
 2 have a previous service history;
 3 C. The experience and qualifications of the key personnel who may be assigned to provide
 4 services;
 5 D. A safety record for the past five years including any accident;
 6 E. A description and documentation of the party's or entity's financial health;
 7 F. A description of the equipment to be used in the performance of assigned services;
 8 G. Documentation from an insurer duly licensed and authorized to operate in the state of
 9 Tennessee verifying the entity's or party's eligibility for insurance;
 10 H. Three references from current or previous customers indicating service quality and
 11 compliance;
 12 I. A disclosure of any litigation with a current or former customer within the past three years.
 13

14 **LIMITATION OF NUMBER OF CONTRACTS HELD**

15 No contractor shall have more than ten (10) contracts during any school year unless specifically approved
 16 by the Board when unfilled routes exist. Any contractors holding more than ten (10) routes shall be
 17 grandfathered and be allowed to continue their routes through the 2028/2029 school year. No contractor
 18 with more than ten (10) routes shall be eligible for new routes unless expressly approved by the Board.
 19 For purposes of determining the number of routes assigned to a contractor, any partnerships,
 20 corporations, limited liability companies or other entities which have any common principal owners shall
 21 be considered a single contractor.

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: Grade Point Average (GPA) (9-12)	Descriptor Code: 4.602	Issued Date: 08/07/25
		Rescinds: 4.602	Issued: 08/08/24

1 All subjects (except pass/fail grades and courses that have been audited) are included in the calculation
 2 of the student's GPA. The Tennessee Board of Education's Uniform Grading System will be used for
 3 semester grades. The GPA is based on semester averages only.

Grade & Quality Points	Percentage Range	Weighting for Honors/Advanced Honors Courses & National Industry Certification	Weighting for Local and Statewide Dual Credit Courses & National Industry Certification	Weighting for Advanced Placement, Cambridge, Dual Enrollment, and International Baccalaureate Courses
A=4 QP	90	100	Will include the addition of 3 percentage points to the grades used to calculate the semester average*	Will include the addition of 5 percentage points to the grades used to calculate the semester average*
B=3 QP	80	89		
C=2 QP	70	79		
D=1 QP	60	69		
F=0 QP	0	59		

4 *Weighting is subject to the grading system requirements outlined in Board Policy 4.600.
 5 When a course is repeated in credit recovery, the original grade shall not be factored into the GPA.
 6
 7 Beginning August 2024, middle school students taking high school courses and high school students
 8 taking online courses, will have their grades recorded on the high school transcript with the earned letter
 9 grade and corresponding grade point average (GPA).
 10
 11 Rutherford County Schools will not rank students numerically.
 12
 13 When the district is not provided with numerical grades from the school the student is transferring from,
 14 which includes Dual Enrollment courses taken at an institute of higher education (IHE), the school
 15 district will convert the letter grade to a numeric grade based upon the following conversion:

Letter Grade Received	Numerical Grade Conversion
A+	100

A	95
A-	90
B+	89
B	85
B-	80
C+	79
C	75
C-	70
D	65
F	59
F/A (Failure to Attend)	0

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2 The additional five (5) percentage points for Dual Enrollment courses will then be added to the student's
3 final grade.

4 **Valedictorian/Salutatorian Criteria:**

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1. The valedictorian/salutatorian shall be the student(s) who attain(s) the highest grade point average for grades 9-12 and;
2. The valedictorian/salutatorian shall have taken a minimum of twelve (12) honors or above honors level courses and;
3. The valedictorian/salutatorian shall meet all requirements for a student graduating with distinction pursuant to the Tennessee Board of Education's criteria and a student graduating with honors.
4. In the event multiple students meet the aforementioned criteria, then the highest achieved ACT composite, not superscore, or equivalent SAT will serve as the final determination criteria.
5. The requirements for valedictorian/salutatorian must be completed by April 15th of the student's graduating year.

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

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

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

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

Legal References

1. [TCA 49-6-407](#)

Cross References

Grading System 4.600
Graduation Requirements 4.605

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Annual Instructional Observance of Independence Day	Descriptor Code: 4.2002	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 The Board of Education shall require an annual instructional observance of the Fourth of July within the
2 academic school year. One (1) instructional day shall be designated each year to provide age-appropriate
3 instruction on the founding of the United States, the separation from England, the Declaration of
4 Independence, the United States Constitution, and the fundamental rights and freedoms of citizens.

5 **PURPOSE**

6 The Fourth of July commemorates the founding of the United States of America and the adoption of the
7 Declaration of Independence. Because this national holiday occurs during the summer months when
8 schools are not in session, the Board affirms the importance of intentional instruction during the
9 academic year to ensure students understand the historical significance, constitutional foundations, and
10 civic principles upon which the nation was established.

11 **ANNUAL OBSERVANCE REQUIREMENT**

- 12 1. The district shall designate one (1) instructional day each school year to observe the Fourth of
13 July.
14 2. All schools shall implement instruction on the designated day.
15 3. Instruction shall be age-appropriate, developmentally appropriate, and aligned with state
16 academic standards.
17 4. Schools may determine instructional methods, including classroom lessons, readings, writing
18 assignments, discussions, or assemblies, provided the requirements of this policy are met.
19

20 **INSTRUCTIONAL OBJECTIVES BY GRADE BAND**

21 **Elementary Schools (Grades K-5)**

22 Instruction shall introduce foundational concepts related to American independence. Students will be
23 able to:

- 24 • Explain the meaning of the Fourth of July
25 • Identify the United States as an independent nation
26 • Describe basic ideas of freedom and individual rights
27 • Recognize national symbols and their connection to independence
28

1 **Middle Schools (Grades 6–8)**

2 *(Implemented through Social Studies)*

3 Instruction shall emphasize historical context and civic understanding. Students will be able to:

- 4 • Describe the events leading to American independence from England
5 • Explain the reasons the colonies sought self-governance
6 • Summarize the purpose and significance of the Declaration of Independence
7 • Identify foundational civic principles such as liberty and consent of the governed
8

9 **High Schools (Grades 9–12)**

10 *(Implemented through English Language Arts)*

11 Instruction shall focus on analysis of foundational texts and civic themes. Students will be able to:

- 12 • Analyze the Declaration of Independence as a foundational American text
13 • Identify key themes including liberty, equality, and natural rights
14 • Evaluate the historical and philosophical significance of independence
15 • Connect founding principles to modern civic responsibility and citizenship
16

17 **ADMINISTRATION AND OVERSIGHT**

18 The Director of Schools or designee shall:

- 19 1. Annually designate the instructional observance day
20 2. Ensure consistent implementation across all schools
21 3. Verify alignment with curriculum standards
22 4. Provide guidance as needed to support implementation
23

24 **NONPARTISANSHIP**

25 Instruction required under this policy shall be nonpartisan and educational in nature. The focus shall
26 remain on historical facts, founding documents, and the civic principles underlying the creation of the
27 United States.

28 **REVIEW**

29 This policy shall be reviewed periodically to ensure alignment with academic standards and best
30 practices in civic education.

Legal References

Cross References

1.