

RUTHERFORD COUNTY SCHOOL SYSTEM

**2240 Southpark Drive
Murfreesboro, TN 37128**

August 7, 2025

5:30 PM

AGENDA

- 1. ATTENDANCE**
- 2. CALL TO ORDER**
- 3. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE/PRAYER**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE CONSENT AGENDA**

- A. Minutes:**
- B. Bids:**
- C. Nepotism:**
- D. Use of Facilities:**
- E. Non-Faculty Volunteer Coaches:**

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

The following non-faculty volunteer coach is for the 2025-2026 school year:

- F. Salary Supplements and Contract Payments:**

- 6. SPEAKER**
- 7. PUBLIC COMMENTS***
- 8. DIRECTOR OF SCHOOLS EVALUATION REPORT**
- 9. FACILITIES**
- 10. HUMAN RESOURCES**

A. MOU Between Centerstone and Rutherford County Schools

B. MOU Between Volunteer Behavioral Health Care and Rutherford County Schools

C. MOU Between STARS and Rutherford County Schools

- 11. INSTRUCTION**

- A. Optimal Health for Me (oh4m)**

Optimal Health for Me is a sexual risk avoidance (SRA) program promoting a holistic approach to sex and healthy relationships. This program aims to provide trained speakers to classrooms within RCS aligned to the standards within the expectations of family life instruction. This program complies with TCA 49-6-1301 through TCA 49-6-1308 requiring a program to be age-appropriate, sexual risk avoidance/abstinence-centered, evidence based, and medically accurate. This program is available for grades 6-12 and ranges from 3-5 lessons.

- 12. LEGAL**

- A. Transfer Student Under Discipline (1)**

The Board has been requested to admit a transfer student from another school system

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under discipline. The student was remanded for possession of illegal drugs.

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

Director of Schools' Recommendation: Admit and place into alternative school.

- B. Policy 1.407-School District Records
- C. Policy 1.700-School District Goals
- D. Policy 1.901 - Charter School Applications
- E. Policy 1.903 - Charter School Oversight
- F. Policy 1.905 - Charter School Renewal
- G. Policy 2.403 - Surplus Property Sales
- H. Policy 2.403 - Surplus Property Sales
- I. Policy 2.806 - Bids and Quotations
- J. Policy 3.202 - Emergency Preparedness Plan
- K. Policy 3.2031 - Threat Assessment Team
- L. Policy 3.500 - School Nutrition Management
- M. Policy 4.212 - Virtual Education Program
- N. Policy 4.301 - Interscholastic Athletics
- O. Policy 4.403 - Library Materials
- P. Policy 4.406 - Use of Internet
- Q. Policy 4.600 - Grading System
- R. Policy 4.601 - Reporting Student Progress
- S. Policy 4.602 - Grade Point Average (GPA)
- T. Policy 4.605 - Graduation Requirements
- U. Policy 4.606 - Graduation Requirements
- V. Policy 5.100 - Personnel Goals
- W. Policy 5.115 - Assignment/Transfer
- X. Policy 5.119 - Employment of Retirees
- Y. Policy 5.303 - Personal and Professional Leave
- Z. Policy 5.305 - Family and Medical Leave
- AA. Policy 5.500 - Discrimination/Harrassment of Employees (Sexual, Racial, Ethnic, Religious)
- BB. Policy 5.701 - Substitute Teachers
- CC. Policy 6.200 - Attendance
- DD. Policy 6.303 - Questioning, Interrogations, and Searches
- EE. Policy 6.304 - Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation
- FF. Policy 6.411 - Student Wellness
- GG. Policy 6.600 - Student Records
- HH. Policy 6.709 - Student Fees and Fines
- II. New Policy:
Policy 1.1021 - Student Board Member
- JJ. Policy Adoption - First and Final Reading

RUTHERFORD COUNTY SCHOOL SYSTEM

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13. FINANCIAL MATTERS

A. Poplar Hill Elementary Cafeteria Cash on Hand

14. DIRECTOR'S UPDATE

15. GENERAL DISCUSSION

16. DHA CLOSED HEARING AUGUST 5, 2025

17. ADJOURNMENT

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

MINUTES OF JULY 24, 2025

Board Members Present

Claire Maxwell, Board Chair
Frances Rosales, Vice-Chair
Caleb Tidwell
Katie Darby
Tammy Sharp
Butch Vaughn
Stan Vaught
Dr. James Sullivan, Director of Schools

1. CALL TO ORDER

The Board Chair Claire Maxwell called the meeting to order at 6:30 P.M. Meeting was delayed due to a closed hearing held prior where Board Members were also in attendance.

2. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE/PRAYER

We will be opening the meeting with a brief moment of silence or prayer and the pledge of allegiance to the United States flag. No one is required to participate or be present for any of these and being in this portion of the meeting is completely voluntary.

Work Session: Board Member Frances Rosales invited Hudson McNeal, a recent graduate from Rutherford County Virtual School to lead the Pledge of Allegiance.

Board Meeting: Board Member Frances Rosales invited the Blackman Youth Football and Cheerleading Organization to lead the Pledge of Allegiance.

3. APPROVAL OF AGENDA

Motion made by Butch Vaughn and seconded by Caleb Tidwell to approve the agenda as presented.

Vote: All yes
Motion passes.

4. APPROVAL OF CONSENT AGENDA (TAB 1)

Prior to voting, Board Chair Claire Maxwell disclosed that her son is listed under C. Nepotism and Board Member Frances Rosales disclosed her family's non-profit business is listed under D. Use of Facilities. Dr. Sullivan requested the addition of another name, Tiffany Lamb, under C. Nepotism.

A. Minutes: Board Meeting Minutes, June 12, 2025

B. Bids: Bid #3823 - Sitework for barn at Riverdale
Request for purchase renewal of Special Kids

- C. Nepotism:** Melissa Johnson – Sped EA – LaVergne High School
 Kennedy Gooch – EA – Rocky Fork Elementary
 Joe Goins – Custodian – Eagleville School
 Laney Stroud – Sped EA – Blackman Middle School
 Kaleb Oliver – EA – Blackman High School
 Michael Maxwell – Sped EA – LaVergne High School
 Estella Williams – Sped EA – Poplar Hill Elementary
 Sydney Williams – EA – Rockvale Elementary
 Adailee Jakes – Sped EA – Walter Hill Elementary
 Heather Henderson – School Secretary – Stewarts Creek Middle
 Rebecca Carpenter – Sped EA – Rockvale High School
 Patricia Parker – Sped EA – Rocky Fork Elementary
 Madison Alig – Sped EA – Wilson Elementary
 Will Strickland – Sped EA – Stewarts Creek Elementary
 Tiffany Lamb – Café Monitor – Eagleville School

D. Use of Facilities:

FACILITIES USE

7/24/2025

Fees

Barfield Elementary	CEF of Middle TN, enrichment program, classroom, 9/8/25 – 4/20/26, \$375
Barfield Elementary	The Peach Truck, produce stand, campus, 6/29/25 & 7/31/25, \$500, **retro review
Blackman High	Reaching For Equal Opportunity, football camp, sports field, 7/18/25, \$290, **retro review
LaVergne High	USMC SLA, wrestling clinic, gym, 10/18/25, \$290
Oakland High	Music City Classic, baseball tournament, sports field, 6/25/25 – 6/29/25, \$290 per day, **retro review
Oakland High	Pi Gamma Gamma, football camp, stadium/track, 6/22/2025, \$345, **retro review
Rock Springs Middle	Tennessee Timbers Baseball, practice, baseball field, 9/2/25 – 11/29/25, \$18 per hour
Roy Waldron	Kappa Tau Sigma Chapter of Sigma Gamma Rho Sorority, meetings, gym 8/1/25, \$36 & cafeteria 8/1/2025 – 6/30/2026, \$18 per hour
Siegel High	East Coast Baseball, practice, sports field, 7/1/25 – 6/30/26, \$1,000, **retro review

No Fees

Blackman Elementary	Blackman Youth Football and Cheer, practice, stadium & campus, 7/25/25 – 11/22/25, no fees
Blackman High	Alpha & Omega Entrepreneur Academy, Back to School Jamboree, gym, 8/2/2025, no fees
Blackman High	Break Thru Tennessee, Back Pack Giveaway, gym, lobby, cafeteria, 7/23/25, no fees, **retro review
Rock Springs Elementary	TN Hustle Basketball, practice, sports field, 7/27/25 – 10/30/25, no fees, *In-Kind Agreement
Stewarts Creek High	Ethos Youth Ensembles, rehearsals, band room, choir room & auditorium, 9/8/25 – 4/26/26, no fees, *In-Kind Agreement

Note: Facility use prior to 7/24/25 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

E. Non-Faculty Volunteer Coaches:

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

The following non-faculty volunteer coach is for the 2025-2026 school year:

NAME	SCHOOL	SPORT
Amphonephong, Aidan	Eagleville School	Band
Birchfield, Angel	Eagleville School	Band
Hart, Jessica	Eagleville School	Band
Deslorges, Cheley	LaVergne High School	Band
Gonzalez, Adriel	LaVergne High School	Band
Clayton, Molly	Oakland High School	Band
George, Michael	Oakland High School	Band
Manor, Ayla	Oakland High School	Band
Varanda, Leonardo	Oakland High School	Band

Zimmer, Jennifer	Oakland High School	Band
Allen, Zaiden	Riverdale High School	Band
Bullock, Ethan	Riverdale High School	Band
Clayton, Molly	Riverdale High School	Band
Ferrell, Isaac	Riverdale High School	Band
Murphy, Wyatt	Riverdale High School	Band
Lisowe, Skyler	Riverdale High School	Band
Russell, Riley	Riverdale High School	Band
Senesombath, Lance	Riverdale High School	Band
Smith, Barrett	Riverdale High School	Band
Taylor, Titus	Riverdale High School	Band
Whitten, Grace	Riverdale High School	Band
Judy, Alice	Rocky Fork Middle School	Band
Moore, William	Rocky Fork Middle School	Band
Trauscht, Riley	Rocky Fork Middle School	Band
Treadway, Jayvon	Siegel High School	Band
Welch, Brady	Siegel High School	Band
Edmondson, Jediah	Smyrna High School	Band
Judy, Alice	Smyrna Middle School	Band
Go, Regina	Stewarts Creek High School	Band
Hall, Paige	Stewarts Creek High School	Theatre
Ledford, Katherine	Stewarts Creek High School	Theatre
Newsome, Madelyn	Stewarts Creek High School	Theatre
Williams, Estella	Stewarts Creek High School	Theatre
Go, Regina	Stewarts Creek Middle School	Band
Davis, Rex	Whitworth-Buchanan Middle	Band
Moore, William	Whitworth-Buchanan Middle	Band

Morack, Jordan	Whitworth-Buchanan Middle	Band
Rattanaovong, Benjamin	Whitworth-Buchanan Middle	Band
Thornhill, Christopher	Whitworth-Buchanan Middle	Band
Boss, Ashley	Blackman High	Wrestling
Heathcott, John	Blackman High	Wrestling
Molina, Tony	Blackman High	Football
Oliver, Kaleb	Blackman High	Football
Phillips, Renee	Blackman High	Archery
Thomas, Brandon	Blackman High	Boys Basketball
Brewer, Kenneth	Blackman Middle	Softball
Bonanno, Allyssa	Central Magnet	Girls Soccer
Scraggins, Abraham	Central Magnet	Boys Soccer
Zhislin, Igor	Central Magnet/McFadden	Chess
Greene, Jason	Christiana Middle	Baseball
Jones, Lucas	Christiana Middle	Volleyball
Phelps, Kaia	Christiana Middle	Basketball Cheer
Oliver, Jason	Eagleville	Golf
Taylor, Dale	Eagleville	Archery
Taylor, Dale	Eagleville	Archery
Hunter, Charles	LaVergne High	Football
Johnson, Christopher	LaVergne High	Football
Bonner, Eric	Oakland High	Boys Basketball
Drown, Samantha	Oakland High	Volleyball
Ellison, Pontraell	Oakland High	Softball
Gambill, Johnny	Oakland High	Football
Glaster, Dejon	Oakland High	Wrestling
Howland, Colby	Oakland High	Baseball

Lyons, Valanna	Oakland High	Softball
Phillips, Eboni	Oakland High	Cheer
Simpson, Aaron	Oakland High	Lacrosse Coach
Walters, Chad	Oakland High	Lacrosse
Fiore, Kelly	Oakland Middle	Cheer
Bess, Emma	Riverdale High	Cross Country/Track
Chambless, Hayden	Riverdale High	Football
Metcalf, Ralph	Riverdale High	Track
Odom, Marquell	Riverdale High	Football
Saller, Steve	Riverdale High	Wrestling
Nelson, Tracy	Rockvale Middle	Baseball
Clayton, Walter	Siegel High	Softball
Reed, Harrison	Siegel High	Softball
Verge, LaDarrius	Smyrna High	Football
Amos, Jacob	Stewarts Creek High	Football
Crececius, Emma	Stewarts Creek High	Dance
Fernandez, Jennifer	Stewarts Creek High	Softball
Hankins, Rakel	Stewarts Creek High	Volleyball
Haynes, Elijah	Stewarts Creek High	Wrestling
Helton, Carson	Stewarts Creek High	Wrestling
Helton, Scott	Stewarts Creek High	Wrestling
Mitchell, Charles	Stewarts Creek High	Baseball
Saint Soir, Kenel	Stewarts Creek High	Football/Flag Football
Valle, Bart	Stewarts Creek High	Wrestling
Brown, Ariel	Stewarts Creek Middle	Softball
Scobey, Martin	Stewarts Creek Middle	Track
Williamson, Shelly	Stewarts Creek Middle	Football

Hensley, Eric	Whitworth-Buchanan Middle	Football
Snow, Ian	Whitworth-Buchanan Middle	Football

F. Salary Supplements and Contract Payments:

Name-Certified	NTE Amt.	School	Funded By	Description
Stephanie Wilson	\$600.00	Blackman High School	School Funds - AP Testing	AP Test Coordinator
Bhavna Sood	\$1,000.00	Lavergne High School	School Funds - Tennis	Assistant Tennis Coach
Ernest Rivas	\$480.00	Riverdale High School	School Funds- Basketball	Officiating MS Camp Games
Lindy King	\$480.00	Riverdale High School	School Funds - Basketball	Officiating MS Camp Games
Ashley Randolph	\$1,090.00	Riverdale High School	School Funds - Softball	Softball Camp
Roshanda Fleming	\$1,090.00	Riverdale High School	School Funds - Softball	Softball Camp
James Joseph Nelson	\$2,000.00	Rockvale High School	School Funds - Track	Coaching Track
John Spurlock	\$250.00	Stewarts Creek High	School Funds - Baseball	Served as Admin for the Day
Donald Fann	\$5,000.00	Stewarts Creek High	School Funds - Theater	Scenic Design & Construction/ Bus Driving
James Bessant	\$3,000.00	Stewarts Creek High	School Funds - Theater	Teaching Camp Classes & Workshops
Deven Ferver	\$3,000.00	Stewarts Creek High	School Funds - Theater	Teaching Camp Classes & Workshops
Lindsey Duggin	\$4,000.00	Stewarts Creek High	School Funds - Theater	Teaching Camp Classes & Workshops
Brian Russell	\$3,000.00	Stewarts Creek High	School Funds - Theater	Teaching Camp Classes & Workshops
Jeffrey Mitchell	\$8,000.00	Stewarts Creek High	School Funds - Athletics	Oversee all Athletic events
Orion Smith	\$1500.00 (in addition to \$1500 approved Aug. 24)	Whitworth-Buchanan Middle	School Funds - Maintenance	Landscaping
Name-Non-Faculty	NTE Amt.	School	Funded By	Description
Jeremy Selvidge	\$1,500.00	Blackman High School	School Funds - Track	Coaching Distance Track Squad/Assistant Coach
Bobby Griggs	\$1,200.00	Central Magnet	School Funds - Baseball	Baseball Coach

Angel Birchfield	\$1,200.00	Eagleville School	School Funds - Band	Marching Band Instruction
Angel Birchfield	\$25 per half hour lesson	Eagleville School	School Funds - Band	Woodwind Lessons
Jessica McPeters	\$150.00	Eagleville School	School Funds - Band	Marching Band Instruction
Cheley Deslorges	\$750.00	LaVergne High School	School Funds - Band	Instructing and Choreographing for the Color guard
Adriel Gonzalez	\$600.00	LaVergne High School	School Funds - Band	Instruction of Marching Band
Ayla Manor	\$5,000.00	Oakland High School	OHS Band Boosters	Marching Band Staff
Jennifer Zimmerer	\$5,000.00	Oakland High School	OHS Band Boosters	Private Lessons
Jennifer Zimmerer	\$5,000.00	Oakland High School	OHS Band Boosters	Clarinet Lessons
Michael George	\$5,000.00	Oakland High School	OHS Band Boosters	Private Lessons and Small Groups
Leonardo Varanda	\$5,000.00	Oakland High School	OHS Band Boosters	Instructing the drumline
Molly Clayton	\$5,000.00	Oakland High School	OHS Band Boosters	Flute Lessons
Lance Senesombath	None	Riverdale High	No Funds Requested	Assist with Percussion Instruction and learning drill, band camp and season
Isaac Ferrell	\$60 per hour, \$30 per half hour	Riverdale High	School Funds - Band	Horn Private Lessons
Zaiden Allen	\$4,000.00	Riverdale High	Riverdale Band Boosters	Band Camp, Marching Season Staff, Assist with marching, music, & percussions instruction
Titus Taylor	None	Riverdale High	None	Band Camp & Season Instruction
Wyatt Murphy	\$1,000.00	Riverdale High	Riverdale Band Boosters	Band Camp, Marching Instruction
Skyler Lisowe	None	Riverdale High	None	Helping with front ensemble
Ethan Bullock	\$600.00	Riverdale High	Riverdale Band Boosters	Band Camp, Woodwind Instruction
Grace Whitten	\$600.00	Riverdale High	Riverdale Band Boosters	Band Camp woodwind instruction
Lauren Flowers	\$2,000.00	Riverdale High	School Funds - Girls Basketball	Summer Camps & Assistant Coach
William Schwendimann	\$2,000.00	Riverdale High	School Funds - Girls Basketball	Summer Camps & Assistant Coach

Barrett Smith	None	Riverdale High	None	Band Camp & Season Instruction
Sydney Grace Williams	\$300.00	Riverdale High	School Funds - Softball	Assistant Softball Coach
Riley Russell	\$600.00	Riverdale High	Riverdale Band Boosters	Band Camp, Woodwind Instruction
Riley Russell	\$25 per lesson	Riverdale High	School Funds - Band	Private Instruction, Woodwind Lessons
Molly Clayton	\$2,000.00	Riverdale High	Riverdale Band Boosters	Woodwind Sectionals, Marching Instruction
Molly Clayton	\$25 per lesson	Riverdale High	School Funds - Band	Private Instruction, Woodwind Lessons
Brooklyn Ott	\$1,000.00	Rockvale High School	School Funds - Softball	Assistant Softball Coach
Jasmine Seacrest	\$1,500.00	Rockvale High School	School Funds - Cheer	Game Day Cheer Assistant Coach
William Moore	\$25 per lesson	Rocky Fork Middle	School Funds - Band	Private Lessons
Alice Judy	\$25 per lesson	Rocky Fork Middle	School Funds - Band	Private Lessons
Riley Trauscht	\$25 per lesson	Rocky Fork Middle	School Funds - Band	Private Lessons
Jayvon Treadway	\$1,000.00	Siegel High School	Siegel HS Band Boosters	Marching Band Tech
Jonah Jaisen	\$5,000.00	Siegel High School	Siegel HS Band Boosters	Teach/Oversee development of percussion sectionals
Brandon Hill	\$1,200.00	Siegel High School	School Funds - Softball	Assistant Coach
Walter Clayton	\$1,200.00	Siegel High School	School Funds - Softball	Assistant Coach
Brady Welch	\$5,000.00	Siegel High School	Siegel HS Band Boosters	Guiding & promoting students' musicianship in the marching arts
Jediah Clark Edmondson	\$500.00	Smyrna High School	School Funds - Band	Instructing students in groups
Alice Judy	\$25 per lesson	Smyrna Middle School	School Funds - Band	Private Lessons
Mondelyn Newsom	\$1,500.00	Stewarts Creek High	School Funds - Theater	Fine Arts Academy Instructor
Estella Williams	\$1,500.00	Stewarts Creek High	School Funds - Theater	Helping with theater camp
Paige Hall	\$1,500.00	Stewarts Creek High	School Funds - Theater	Technical Theater Coordinator
Paige Hall	\$2,000.00	Stewarts Creek High	School Funds - Choir	Accompanist/Clinician
Paige Hall	\$1,500.00	Stewarts Creek High	School Funds - Art Academy	Technical Theater Coordinator

12

Connie Fann	\$2,000.00	Stewarts Creek High	School Funds - Theater	Teaching Camp Classes & Workshops
Mordelyn Newsom	\$1,500.00	Stewarts Creek High	School Funds - Theater	Fine Arts Academy Instructor
Estella Williams	\$1,500.00	Stewarts Creek High	School Funds - Theater	Helping w/theater camp
Katherine Ledford	\$2,000.00	Stewarts Creek High	School Funds - Band	Accompanist/Clinician
Regina Go	\$2,500.00	Stewarts Creek High	Stewarts Creek High School Music Boosters	Percussion Instruction and Coaching
Regina Go	\$60 per hour, \$30 per half hour	Stewarts Creek Middle School	SCM Band Boosters	Private Lessons & Sectionals/Masterclasses
William Moore	\$40 per lesson	Whitworth Buchanan Middle	School Funds - Band	Lessons
Rex Davis	\$40 per lesson	Whitworth Buchanan Middle	School Funds - Band	Lessons
Benjamin Rattavang	\$40 per lesson	Whitworth Buchanan Middle	School Funds - Band	Lessons
Jordan Mack	\$40 per lesson	Whitworth Buchanan Middle	School Funds - Band	Lessons
Christopher Thornhill	\$40 per lesson	Whitworth Buchanan Middle	School Funds - Band	Lessons

1. Approved previously for an amount of \$500 or greater
2. Overtime rate for special events
3. Anticipated amounts over \$500 this school year
4. Amend prior approval
5. Less than \$500 but part of the event total
6. Must have the approval of the Transportation Department
7. Classified Employee (with approved agreement)
8. Regular Rate - Part time employee

G. Transportation:

Contractor Awarding List

Pursuant to Policy 3.405 Bus contract award procedures, the new contractor list for the 2025-2026 school year.

First priority – regular bus drivers who have driven for two full school years and have never held a contract.

Second priority – those who currently own one or more contracts or have held a contract in the past.¹³

The two lists are for approval to facilitate the awarding of new bus contracts and contracts turned into the Transportation Department during the 2025-26 school year.

First Priority List

- 1 Terri Green
- 2 Angela D Maresca
- 3 Walter F Donnell
- 4 Samuel Simonds
- 5 Ishmael A Hale Jr
- 6 Ashley Hipp
- 7 Bobby Parker
- 8 Gary West
- 9 Susan Buchholz
- 10 May Smith
- 11 Evan Norris
- 12 Michael Demonbreun

- 30 Kristy Crosslin
- 31 Alison Brown
- 32 Shonta Washington
- 33 Greg Grant
- 34 Barbara Donnell
- 35 Holly Lane
- 36 Brandon Lane
- 37 Gary Carter
- 38 Pamela Goode
- 39 Clint Jernigan
- 40 James Stem
- 41 Melody Fisher
- 42 Brittany West
- 43 Chris Ford

Second Priority List

- 1 Brittany Ford
- 2 Kelly Hobbs
- 3 Clarissa Smith
- 4 Michael Croslin
- 5 Kimberly Jernigan
- 6 Trinnette Edwards
- 7 Henry Swader
- 8 Nicholas Melhorn
- 9 Roy Dye Sr
- 10 Brian Hutson-Neal
- 11 Debbie Young
- 12 Michael Conway
- 13 Angela Gilley
- 14 Sallie Brown
- 15 Sherri Barzola
- 16 Nicole Younes
- 17 Renee Dean
- 18 Margaret Williams
- 19 Ken Leonard
- 20 Steve Davis
- 21 Brian Fisher
- 22 JoAnn Hartsell
- 23 Stephen Tyler Black
- 24 Gregg Brown
- 25 Ronnie Hobbs
- 26 Justin Allison
- 27 Sandra Davis
- 28 James Campbell
- 29 Lisa Adams

Bus Contracts:

Voluntary termination Bus Contract #24, Kim Earp
Voluntary termination Bus Contract #28, Kevin Earp
Voluntary termination Bus Contract #108, Kathy Snider
Voluntary termination Bus Contract #139, Carl McKnight
Voluntary termination Bus Contract #27, Cindy Demonbreun
Voluntary transfer of Bus Contract #26, Melinda Black to Samuel T. Black

Motion made by Butch Vaughn and seconded by Frances Rosales, to approve the consent agenda as presented.

**Vote: All yes
Motion passes.**

5. GUEST SPEAKERS

Work Session: Dr. Jeff McCann presented the amended charter applications and the Charter Application Review Committee's recommendations.

6. PUBLIC COMMENTS*

1. Chelsie Bennett – Addressed the Board in support of the charter school Novus Smart Academy application.
2. NaCaria Guy - Addressed the Board in support of the charter school Novus Smart Academy application.
3. Erica Roberts - Addressed the Board in support of the charter school Novus Smart Academy application.
4. Charles R. Frazier - Addressed the Board in support of the charter school Novus Smart Academy application.
5. Alejandra Beltran - Addressed the Board in support of the charter school Rocketship TN #4 application.
6. Dominique Smith - Addressed the Board in support of the charter school Rocketship TN #4 application.
7. Claudia Vazquez - Addressed the Board in support of the charter school Rocketship TN #4 application.
8. Lakeia Covington - Addressed the Board in support of the charter school Rocketship TN #4 application.

9. Dr. Courtney Covington - Addressed the Board in support of the charter school Rocketship TN #4 application.

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

7. FEDERAL FUNDING UPDATES

Dr. Mark Gullion, Director of Special Populations, Federal Programs, RTI & Title I, provided an overview of Federal funding allocations, specifically Title III and Title IV funds.

A Q&A discussion was held between the Board and Dr. Gullion.

I. Request to move ATLAS Liaison from Federal funding to General Purpose school funds. No additional funds/position will be needed due to an open position currently at the CO where this position will transfer. This request is due to RCS not receiving funding from the McKinney Vento Grant for the 25-26 SY.

Motion made by Tammy Sharp and seconded by Frances Rosales, to approve the ATLAS Liaison position to move from Federal funding to General Purpose school funds as presented.

Vote: All yes
Motion passes.

II. Request to move 6 Title III positions to General Purpose school funds from Fund 142 due to the freeze of Title III funds currently impacting districts across the nation. These positions are vital to our operations and academic success. Additional funding is not needed as funds realized from three open ESL teaching positions that are no longer needed will be utilized. These positions are no longer needed due to the academic success experienced by our students and teachers requiring less ESL staff.

Motion made by Butch Vaughn and seconded by Stan Vaught, to approve six (6) Title III positions to move from Fund 142 to General Purpose school funds as presented.

Vote: All yes
Motion passes.

8. INSTRUCTION (TAB 2)

I. Rocketship TN #4 Application

Motion made by Caleb Tidwell and seconded by Tammy Sharp, to approve the application for Rocketship TN #4 as presented.

Roll Call Vote:

Frances Rosales - No
Butch Vaughn - No
Caleb Tidwell - Yes

Tammy Sharp - Yes
Stan Vaught - Pass
Katie Darby - Yes
Claire Maxwell - No

Vote: 3- Yes, 3- No, 1- Pass
Motion fails.

Motion made by Frances Rosales and seconded by Butch Vaughn, to deny application based on the committee's report and allow Rocketship TN #4 an opportunity to make changes.

Roll Call Vote:

Tammy Sharp - No
Stan Vaught- Yes
Frances Rosales - Yes
Butch Vaughn - Yes
Caleb Tidwell - No
Katie Darby - No
Claire Maxwell - Yes

Vote: Majority
Motion passes.

II. NOVUS Smart Academy (K-8) Application

Motion made by Frances Rosales and seconded by Tammy Sharp, to approve the application for NOVUS Smart Academy (K- 8) as presented.

Board members held a discussion.

Call To Order made by Katie Darby and seconded by Tammy Sharp, to end discussion.

Board Chair ended discussion.

Roll Call Vote:

Katie Darby - Yes
Frances Rosales - Yes
Stan Vaught - Yes
Butch Vaughn – No
Caleb Tidwell -No
Tammy Sharp - Yes
Claire Maxwell - No

Vote: Majority
Motion passes.

III. The Curriculum & Instruction CTE Department would like to allocate approximately \$9,000.00 of the ISM Grant Funds 2025-2026 funds to support the OSHA Trainers for our High School CTE students. The purpose of the in-house OSHA Trainers is to eliminate barriers for students obtaining OSHA TDOE-approved industry Certifications. The OSHA Trainers would be responsible for completing the OSHA Train the Trainer Course set for July 2025.

The allocations are:

Each participant receives a \$500.00 stipend for attending the 8-day Professional Development sessions.

Motion made by Tammy Sharp and seconded by Katie Darby, to approve allocating approximately \$9,000.00 of ISM Grant funds to support the OSHA Trainers for our High School Students. Each participant will receive a \$500.00 stipend for attending the 8-day Professional Development Sessions.

**Vote: All yes
Motion passes.**

CTE Curriculum Team Leads		
Career Cluster	OSHA Trainee	School
Culinary Arts	Kevin Edmondson	Blackman High School
STEM/Engineering	Dak Keylon	Central Magnet School
Information Technology/STEM	Frank Cathey	Rockvale Middle School
Information Technology/Computer Science	Gary Wallace	Riverdale High School
Cosmetology	Kim Beene Jordan	LaVergne High School
Welding	Jason Bowers	LaVergne High School
Residential Construction	Derry Wells	Oakland High School
Agriculture Mechanics	Chad Lewis	Riverdale High School
Criminal Justice	Sarah Medley	Riverdale High School
Criminal Justice	Benjamin Wencil	Rockvale High School
Culinary Arts	April Stevens	Rockvale High School
Veterinary Science	Ashley Elliott	Rockvale High School
Business	Noblelynn Norris	Smyrna High School
Culinary Arts	Donna Pearson	Stewarts Creek High School
Culinary Arts	Robbie Piel	Stewarts Creek High School
Agriculture	Lindsay Nicholas	Stewarts Creek High School

IV. Governor’s Early Literacy Foundation – Book Delivery & Caregiver Engagement Programs

The Governor’s Early Literacy Foundation (GELF) is a Tennessee nonprofit that promotes early reading through programs like the K–3 Home Library, which provides free books to students and teachers. Rutherford County Schools participates in this program, with an option for parents to opt out.

To support implementation, this agreement allows RCS to share student names, grade levels, home addresses, media specialists’ names, and appropriate teacher names with GELF.

Motion made by Stan Vaught and seconded by Katie Darby, to approve the data sharing agreement between Rutherford County Schools and the Governor’s Early Literacy Foundation to support the K–3 Home Library and Caregiver Engagement programs.

**Vote: All yes
Motion passes.**

V. The Carl D. Perkins Basic Grant - The Carl D. Perkins Career and Technical Education Act of 2018, known as Perkins V, is presented for approval for the funding period of July 1, 2025 – June 30, 2026. The grant is \$754,876.90. The Carl D. Perkins Basic Grant provides funding for program improvement, equipment, travel, and staff development for our Career & Technical Education teachers.

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

**Vote: All yes
Motion passes.**

VI. The Carl D. Perkins Reserve Grant - The Carl D. Perkins Reserve Grant is presented for approval for the funding period of July 1, 2025 – June 30, 2026. This competitive grant is \$50,000. The Carl D. Perkins Reserve Grant provides funding for Welding Booth Trainer Simulators for the Agricultural Mechanics CTE Program of Study at Riverdale High School.

Motion made by Stan Vaught and seconded by Butch Vaughn, to approve the Carl D. Perkins Reserve Grant for \$50,000.00 to provide funding for Welding Booth Trainer Simulators for the Agricultural Mechanics CTE Program of Study.

**Vote: All yes
Motion passes.**

9. SPECIAL EDUCATION (TAB 3)

I. The Special Education Department is requesting an updated job description for the Speech Language Pathologist position to provide more clarity to the job description. The proposed job description does not contain a change in pay scale or days in contract.

Motion made by Katie Darby and seconded by Stan Vaught, to approve the updated job description for Speech Language Pathologist as presented.

**Vote: All yes
Motion passes.**

II. The Special Education Department is requesting an updated job description for the General Education Student Services Specialist position to provide more clarity to the job description. The proposed job description does not contain a change in pay scale or days in contract.

Motion made by Butch Vaughn and seconded by Katie Darby, to approve the updated job description for the General Education Student Services Specialist position as presented.

**Vote: All yes
Motion passes.**

10. HUMAN RESOURCES (TAB 4)

RCS Athletics and Coordinated School Health are partnering with Perry Weather to monitor weather conditions in the district and make sure we stay compliant with state safety guidelines. Perry Weather's on-site stations provide precise lightning, precipitation, wind and air quality data, updating every 5 minutes in the mobile app and the dashboard.

Motion made by Stan Vaught and seconded by Butch Vaughn, to approve the contract with Perry Weather as presented.

**Vote: All yes
Motion passes.**

11. LEGAL (TAB 5)

I. 2025-2026 Approved Fees

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

Motion made by Stan Vaught and seconded by Butch Vaughn, to approve the fee list as presented for the 2025-2026 school year.

**Vote: All yes
Motion passes.**

II. Records Clerk Job Description

The Legal Department is requesting the approval of a new job description for the 2025-2026 school year. The new position will assist the Legal Department with managing and fulfilling student, staff, and administrative records requests.

Motion made by Stan Vaught and seconded by Caleb Tidwell, to approve the job description of Records Clerk.

**Vote: All yes
Motion passes.**

III. Campus School Agreement

MTSU has renewed the agreement between RCS and MTSU regarding Campus School. This agreement will be effective for five years.

Motion made by Stan Vaught and seconded by Butch Vaughn, to approve the Campus School Agreement as presented.

Vote: All yes

Motion passes.

IV. Policy Adoption – First and Final Reading

The policy changes below are recommended on the first and final reading as they are necessary to take effect before the start of the 2025-2026 school year.

a. Policy 3.400 - Student Transportation Management

Revises language for awarding and renewing contracts and updates language consistent with current contract.

b. Policy 6.312 - Use of Wireless Communication Devices

Adds language for use of personal communication devices for students pursuant to a change in state law.

Approval of Two Motions:

1. **Motion made by Stan Vaught and seconded by Tammy Sharp, to suspend Board Policy 1.600 to specifically waive the two readings requirement for the above policies as presented.**

Vote: All yes

Motion passes.

2. **Motion made by Stan Vaught and seconded by Butch Vaughn, to adopt on the first and final reading the above policies as presented.**

a. Policy 3.400 - Student Transportation Management

Motion amended by Caleb Tidwell and seconded by Stan Vaught, to use a lottery system for new and/or unused bus routes.

Board members held discussion.

Roll Call to adopt with amendment:

Caleb Tidwell - Yes

Frances Rosales - Yes

**Tammy Sharp - No
Stan Vaught - Yes
Butch Vaughn - Yes
Katie Darby - No
Claire Maxwell - Yes**

**Vote: Majority
Motion passes.**

Roll Call Vote on Original Motion including the amendment:

**Stan Vaught - Yes
Butch Vaughn - Yes
Katie Darby - Yes
Tammy Sharp - Yes
Caleb Tidwell - Yes
Frances Rosales - Yes
Claire Maxwell - Yes**

**Vote: All yes
Motion passes.**

b. Policy 6.312 - Use of Wireless Communication Devices

Motion made by Stan Vaught and seconded by Caleb Tidwell, to approve Policy 6.312 - Use of Wireless Communication Devices.

**Vote: All yes
Motion passes.**

12. ENGINEERING AND CONSTRUCTION (TAB 6)

I. Oakland Middle Concrete Pad request. Principal Brad Decker has requested to install a few concrete pads at no cost to the School Board. The cost will be covered through the soccer account along with a donation from Smyrna Ready Mix. Smyrna Ready Mix is donating 6 yards of concrete for this project. The anticipated budget for this project is \$2,600.00. Engineering and Construction has reviewed the request and has no objections.

Motion made by Stan Vaught and seconded by Caleb Tidwell, to approve the Oakland Middle Concrete pad request as presented.

**Vote: All yes
Motion passes.**

II. Daniel-McKee Cafeteria Mural request: Principal Nicole Stirbens is requesting to allow the Experience Church to paint a mural in the cafeteria area. This project is anticipated to cost \$2,075.00 and is being donated by the Experience Church. This project is at no cost to the Board. Engineering and Construction has reviewed the request and with the noted possibility of standing water, has no objection.

Motion made by Stan Vaught and seconded by Katie Darby, to approve the Daniel-McKee cafeteria mural project request as presented.

**Vote: All yes
Motion passes.**

III. Poplar Hill Elementary and CUD Cost Reimbursement agreement: As part of the overall Poplar Hill Elementary and Middle school project, RCS is required to relocate an 8” water line owned by CUD. While we are doing the work, CUD would like to upgrade the water line from 8” to 12”. By making the request CUD will reimburse RCS for the difference in the cost of the materials. The cost reimbursement is \$50,395.00. Engineering and Construction has reviewed the request and has no objection.

Motion made by Katie Darby and seconded by Butch Vaughn, to approve the CUD reimbursement agreement for Poplar Hill Elementary.

**Vote: All yes
Motion passes.**

IV. Energy Efficient Lighting Program: RCS has recently been provided with the requested cost report for the LED lighting project from Excel Energy. After a review of all schools, Excel has provided a cost analysis for review. The expected total cost today is \$8,400,000.00. Anticipated TVA incentives are \$768,000.00 make the net cost \$7,600,000.00. This is an annual energy savings of a little over a million dollars and our payback would be roughly 6 years. This project is budgeted this year in Fund 177 at \$4,000,000.00 with any additional review being added later in the year.

Motion made by Stan Vaught and seconded by Butch Vaughn, to approve the LED project up to \$4,000,000.00 with an additional review later this year.

**Vote: All yes
Motion passes.**

13. FINANCIAL MATTERS (TAB 7)

I. Updated Job Description for ISA Accountant

Motion made by Butch Vaughn and seconded by Tammy Sharp, to approve the updated job description for ISA Accountant.

II. Updated Job Description for Payroll Accounting Specialist I

Motion made by Stan Vaught and seconded by Tammy Sharp, to approve the updated job description for Payroll Accounting Specialist I.

**Vote: All yes
Motion passes.**

III. Updated Job Description for Payroll Accounting Specialist II

Motion made by Butch Vaughn and seconded by Stan Vaught to approve the updated job description for Payroll Accounting Specialist II.

Vote: All yes

Motion passes.

14. SMYRNA HIGH SCHOOL AND DUNKIN DONUTS (TAB 8)

Sponsorship Proposal between Dunkin Donuts and Smyrna High School

Motion made by Tammy Sharp and seconded by Katie Darby, to approve the sponsorship proposal between Dunkin Donuts and Smyrna High School as presented.

Vote: All yes

Motion passes.

15. BOARD MEMBER DISCUSSION

Discussion about offering a stipend for hard to fill Structured Setting EA positions. Current open positions were presented at the Board Work Session and there is no need to offer a stipend for the current school year.

No discussion during the Board Meeting.

16. FINANCIAL REPORT

New teachers paid in August, rather than waiting until September to receive their first paycheck. Big shout out to the Finance Department and Payroll for rolling this out this year.

17. DIRECTOR'S UPDATE

Thanked the Instruction team and Marcie Leeman for summer training.

Principal meeting today and tomorrow and special thanks to community partner, Motlow for hosting our meetings. We appreciate their continued support and for Dr. Torrence stopping by to greet everyone.

TOA is changing their current agreement with Rutherford County Schools. At this time, I recommend that we move away from this exclusive agreement. We appreciate our long-standing relationship with TOA and their continued support of RCS.

Thank you to our Transportation Department and contractors for all their hard work.

18. GENERAL DISCUSSION

Tammy Sharp paid tribute to Jane Holmes and her generous donation following her passing. She left a large culinary donation to LaVergne High School’s Culinary Department.

Claire Maxwell and Caleb Tidwell shared the news of the passing of Mr. Robert Peay’s wife, Patricia Peay.

19. ADJOURNMENT

Motion made by Katie Darby to adjourn the meeting at 8:30 pm.

Approval of Agenda Minutes

Claire Maxwell, RCS BOE Chairman

Date

Dr. James Sullivan, RCS Director of Schools

Date

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

*Not the overall lowest because they had additional charges for sizes and minimum orders

				Ad-Wear & Specialty of Texas, Inc.						Art&Stitchery LLC					BSN Sports					Blink Marketing								
Project 1				Project 1						Project 1					Project 1					Project 1								
Shirts (Item # 1)				Shirts (Item # 1)						Shirts (Item # 1)					Shirts (Item # 1)					Shirts (Item # 1)								
Item No	Description	Brand Preference	UOM	Item No	Quote type	Manufacturer	Quantity	Price	Total Cost	Vendor Comment	Item No	Manufacturer	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Vendor Comment
1	Round Neck Collar T-Shirt School Name Only 100 % Cotton Fabric (color to be determined by individual school)	All Brands are acceptable	Each	1	Bid	Gildan	1	3.43	3.43	1)Orders that are less than 36 pcs and less than \$300.00 have \$75 added to cover the costs of freight for orders this size 2)Pricing quoted above is for youth size up to adult XL. For larger sizes: Add \$2.00 for XXL, and \$4.00 each for 3XL	1	Hanes	1	9.14	9.14	1	Port & Co.	SMPC43	1	4.57	4.57	1	Gildan	5000	1	3.7	3.7	2XL: + \$2.00 3XL: + \$3.00 4XL: + \$4.00
2	One Color Imprint On Front School Name & Logo	All Brands are acceptable	Each	2	Bid	Gildan	1	3.43	3.43	1)Orders that are less than 36 pcs and less than \$300.00 have \$75 added to cover the costs of freight for orders this size 2)Pricing quoted above is for youth size up to adult XL. For larger sizes: Add \$2.00 for XXL, and \$4.00 each for 3XL	2	Hanes	1	9.5	9.5	2	Port & Co.	SMPC43	1	4.57	4.57	2	Gildan	5000	1	3.7	3.7	2XL: + \$2.00 3XL: + \$3.00 4XL: + \$4.00
3	Two Color Imprint On Front School Name & Logo	All Brands are acceptable	Each	3	Bid	Gildan	1	3.43	3.43	1)Orders that are less than 36 pcs and less than \$300.00 have \$75 added to cover the costs of freight for orders this size 2)Pricing quoted above is for youth size up to adult XL. For larger sizes: Add \$2.00 for XXL, and \$4.00 each for 3XL	3	Hanes	1	9.5	9.5	3	Port & Co.	SMPC43	1	5.6	5.6	3	Gildan	5000	1	3.8	3.8	2XL: + \$2.00 3XL: + \$3.00 4XL: + \$4.00
Shorts (Item # 2)				Shorts (Item # 2)						Shorts (Item # 2)					Shorts (Item # 2)					Shorts (Item # 2)								
Item No	Description	Brand Preference	UOM	Item No	Quote type	Manufacturer	Quantity	Price	Total Cost	Vendor Comment	Item No	Manufacturer	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Vendor Comment
4	7" Elastic Waist with Drawstring School Name Only 100 % Cotton Fabric (color to be determined by individual school)	All Brands are acceptable	Each	4	Bid	Champro	1	5.13	5.13	1)Orders that are less than 36 pcs and less than \$300.00 have \$75 added to cover the costs of freight for orders this size 2)Pricing quoted above is for youth size up to adult XL. For larger sizes: Add \$2.00 for XXL, and \$4.00 each for 3XL	4		1			4	Russell	25843M	1	10.11	10.11	4	Russell	25843M	1	11.4	11.4	2XL: + \$2.00 3XL: + \$3.00 4XL: + \$4.00
5	One Color Imprint On Left Leg	All Brands are acceptable	Each	5	Bid	Champro	1	5.13	5.13	1)Orders that are less than 36 pcs and less than \$300.00 have \$75 added to cover the costs of freight for orders this size 2)Pricing quoted above is for youth size up to adult XL. For larger sizes: Add \$2.00 for XXL, and \$4.00 each for 3XL	5		1			5	Russell	25843M	1	10.11	10.11	5	Russell	25843M	1	11.4	11.4	2XL: + \$2.00 3XL: + \$3.00 4XL: + \$4.00
6	Two Color Imprint On Left Leg	All Brands are acceptable	Each	6	Bid	Champro	1	5.13	5.13		6		1			6	Russell	25843M	1	11.15	11.15	6	Russell	25843M	1	11.5	11.5	2XL: + \$2.00 3XL: + \$3.00 4XL: + \$4.00
Shorts (Item # 3)				Shorts (Item # 3)						Shorts (Item # 3)					Shorts (Item # 3)					Shorts (Item # 3)								
Item No	Description	Brand Preference	UOM	Item No	Quote type	Manufacturer	Quantity	Price	Total Cost	Vendor Comment	Item No	Manufacturer	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Vendor Comment
7	9" Elastic Waist with Drawstring School Name Only 100 % Cotton Fabric (color to be determined by individual school)	All Brands are acceptable	Each	7	Bid	Champro	1	5.13	5.13	1)Orders that are less than 36 pcs and less than \$300.00 have \$75 added to cover the costs of freight for orders this size 2)Pricing quoted above is for youth size up to adult XL. For larger sizes: Add \$2.00 for XXL, and \$4.00 each for 3XL	7		1			7	Badger	BA5109	1	6.8	6.8	7	C2 Sport	5109	1	7.99	7.99	2XL: + \$2.00 3XL: + \$3.00 4XL: + \$4.00
8	One Color Imprint On Left Leg	All Brands are acceptable	Each	8	Bid	Champro	1	5.13	5.13	1)Orders that are less than 36 pcs and less than \$300.00 have \$75 added to cover the costs of freight for orders this size 2)Pricing quoted above is for youth size up to adult XL. For larger sizes: Add \$2.00 for XXL, and \$4.00 each for 3XL	8		1			8	Badger	BA5109	1	6.8	6.8	8	C2 Sport	5109	1	7.99	7.99	2XL: + \$2.00 3XL: + \$3.00 4XL: + \$4.00
9	Two Color Imprint On Left Leg	All Brands are acceptable	Each	9	Bid	Champro	1	5.13	5.13	1)Orders that are less than 36 pcs and less than \$300.00 have \$75 added to cover the costs of freight for orders this size 2)Pricing quoted above is for youth size up to adult XL. For larger sizes: Add \$2.00 for XXL, and \$4.00 each for 3XL	9		1			9	Badger	BA5109	1	7.86	7.86	9	C2 Sport	5109	1	8.09	8.09	2XL: + \$2.00 3XL: + \$3.00 4XL: + \$4.00

15 Bids received

Recommend: Motion to award to LAG Sports & Leather Wear for the overall lowest and best bid as highlighted above on Page 2.

To be funded through Individual Schools.

Cultivation Network					Impressive Promotional Products, LLC					Jayour LLC					LAG Sports & Leather Wear					RIDDELL / ALL AMERICAN					
Project 1					Project 1					Project 1					Project 1					Project 1					
Shirts (Item # 1)					Shirts (Item # 1)					Shirts (Item # 1)					Shirts (Item # 1)					Shirts (Item # 1)					
Item No	Manufacturer	Price	Total Cost	Vendor Comment	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Price	Total Cost	Item No	Quote type	Manufacturer	Price	Total Cost	Item No	Manufacturer	Part #	Price	Total Cost	Vendor Comment
1	Gildan, Hanes, or Port & Co	5.95	5.95	For 2xl add \$1.00 For 3xl add \$2.00	1	Port & Company	PC43	1	5.5	5.5	1		6.55	6.55	1	Bid	LAG Sports & Leather Wear	4.99	4.99	1	GILDAN	2000	9.45	9.45	
2	Gildan, Hanes, or Port & Co	5.95	5.95	For 2xl add \$1.00 For 3xl add \$2.00	2	Port & Company	PC43	1	6	6	2		6.55	6.55	2	Bid	LAG Sports & Leather Wear	5.55	5.55	2	GILDAN	2000	9.45	9.45	
3	Gildan, Hanes, or Port & Co	6.5	6.5	For 2xl add \$1.00 For 3xl add \$2.00	3	Port & Company	PC43	1	6.5	6.5	3		6.55	6.55	3	Bid	LAG Sports & Leather Wear	5.65	5.65	3	GILDAN	2000	9.7	9.7	
Shorts (Item # 2)					Shorts (Item # 2)					Shorts (Item # 2)					Shorts (Item # 2)					Shorts (Item # 2)					
Item No	Manufacturer	Price	Total Cost	Vendor Comment	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Price	Total Cost	Item No	Quote type	Manufacturer	Price	Total Cost	Item No	Manufacturer	Part #	Price	Total Cost	Vendor Comment
4	Dodger or C2 Sport	10	10	For 2xl add \$1.00 For 3xl add \$2.00	4	Russell Athletic	25843M	1	12.5	12.5	4		7.45	7.45	4	Bid	LAG Sports & Leather Wear	4.99	4.99	4					No 100% Cotton Shorts Are Available
5	Dodger or C2Sport	10	10	For 2xl add \$1.00 For 3xl add \$2.00	5	Russell Athletic	25843M	1	13	13	5		7.45	7.45	5	Bid	LAG Sports & Leather Wear	5.55	5.55	5					No 100% Cotton Shorts are available.
6	Dodger or C2 Sport	10.45	10.45	For 2xl add \$1.00 For 3xl add \$2.00	6	Russell Athletic	25843M	1	15.5	15.5	6		7.45	7.45	6	Bid	LAG Sports & Leather Wear	5.65	5.65	6					No 100% Cotton Shorts are available.
Shorts (Item # 3)					Shorts (Item # 3)					Shorts (Item # 3)					Shorts (Item # 3)					Shorts (Item # 3)					
Item No	Manufacturer	Price	Total Cost	Vendor Comment	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Price	Total Cost	Item No	Quote type	Manufacturer	Price	Total Cost	Item No	Manufacturer	Part #	Price	Total Cost	Vendor Comment
7	Dodger or C2 Sport	9	9	For 2xl add \$1.00 For 3xl add \$2.00	7	C2 Sport	5109	1	10.5	10.5	7		6.29	6.29	7	Bid	LAG Sports & Leather Wear	4.99	4.99	7	Badger	5129	10.15	10.15	Add \$3.00 for 2XL size.
8	Dodger or C2 Sport	9	9	For 2xl add \$1.00 For 3xl add \$2.00	8	C2 Sport	5109	1	11	11	8		6.29	6.29	8	Bid	LAG Sports & Leather Wear	5.55	5.55	8	Badger	5129	10.15	10.15	Add \$3.00 for 2XL size.
9	Dodger or C2 Sport	9.45	9.45	For 2xl add \$1.00 For 3xl add \$2.00	9	C2 Sport	5109	1	15.5	15.5	9		6.29	6.29	9	Bid	LAG Sports & Leather Wear	5.65	5.65	9	Badger	5129	10.4	10.4	Add \$3.00 for 2XL size.

S&H Uniform Group					SP Designs & Mfg.					The Worx Group					Uniform Warehouse, Inc.					home team athletics					united apparel									
Project 1					Project 1					Project 1					Project 1					Project 1					Project 1									
Shirts (Item # 1)					Shirts (Item # 1)					Shirts (Item # 1)					Shirts (Item # 1)					Shirts (Item # 1)					Shirts (Item # 1)									
Item No	Manufacturer	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost
1	Champion	1	12	12	1	Port & Co.	pc54	1	3.42	3.42	1	Jerzee	29m	1	6	6	1	Port & Co.		1	10.3	10.3	1	Gildan	5000	1	6.5	6.5	1	Jerzees	363m	1	4.4	4.4
2	Champion	1	14	14	2			1	0.45	0.45	2	Jerzees	29m	1	6	6	2	Port & Co.		1	10.3	10.3	2	Gildan	5000	1	6.5	6.5	2	Jerzees	363m	1	4.4	4.4
3	Champion	1	15	15	3			1	0.9	0.9	3	Jerzees	29m	1	6.5	6.5	3	Port & Co.		1	10.9	10.9	3	Gildan	5000	1	7.5	7.5	3	Jerzees	363m	1	4.7	4.7
Shorts (Item # 2)					Shorts (Item # 2)					Shorts (Item # 2)					Shorts (Item # 2)					Shorts (Item # 2)														
Item No	Manufacturer	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost
4	Champion	1	19	19	4	Champion	8187	1	10.14	10.14	4	A4	5244	1	10.5	10.5	4	Bella+Canvas		1	24.5	24.5	4	Champro	BBS33	1	8.75	8.75	4	Russel	25843M	1	10.5	10.5
5	Champion	1	20	20	5			1	0.45	0.45	5	A4	5244	1	10.5	10.5	5	Bella+Canvas		1	24.5	24.5	5	Champro	BBS33	1	8.75	8.75	5	Russell	25843M	1	10.8	10.8
6	Champion	1	21	21	6			1	0.9	0.9	6	A4	5244	1	10.5	10.5	6	Bella+Canvas		1	25.1	25.1	6	Champro	BBS33	1	10	10	6	Russell	25843M	1	10.8	10.8
Shorts (Item # 3)					Shorts (Item # 3)					Shorts (Item # 3)					Shorts (Item # 3)					Shorts (Item # 3)														
Item No	Manufacturer	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Manufacturer	Part #	Quantity	Price	Total Cost
7	Champion	1	20	20	7	A4	N5296	1	5.5	5.5	7	Russell	25843M	1	12.3	12.3	7	A4		1	11.99	11.99	7	Champro	BBS557	1	8.75	8.75	7	A4	N5296	1	8.65	8.65
8	Champion	1	22	22	8			1	0.45	0.45	8	Russell	25843m	1	12.3	12.3	8	A4		1	11.99	11.99	8	Champro	BBS557	1	8.75	8.75	8	A4	N5296	1	8.95	8.95
9	Champion	1	23	23	9			1	0.9	0.9	9	Russell	25843m	1	12.85	12.85	9	A4		1	12.59	12.59	9	Champro	BBS557	1	10	10	9	A4	N5296	1	8.95	8.95

	Music & Arts	Washington Music Sales Center Inc
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Project 1						Project 1						Project 1							
Rack Table (Item # 1)						Rack Table (Item # 1)						Rack Table (Item # 1)							
Item No	Description	Manufacturer	Part #	Brand Preference	UOM	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
1	Rack Table - Gator-GFW-ELITEDESKRK-BLK-Elite Furniture Series; 10U Studio Rack Table in Black Finish	Gator		Brand Name or Equivalent	Each	1	Specified Manufacturer	Gator		1	164.98	164.98	1	Specified Manufacturer	Gator		1	192.4	192.4
						Group Total : \$ 164.98						Group Total : \$ 192.4							
Rack Panel (Item # 2)						Rack Panel (Item # 2)						Rack Panel (Item # 2)							
Item No	Description	Manufacturer	Part #	Brand Preference	UOM	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
2	Rack Panel - Elite Core RP1U-BLANK-CE 1-space Rack Panel Blank, Color Engraved	Elite Core		Brand Name or Equivalent	Each	2	No Bid			1			2	No Bid			1		
						Group Total : \$ 0						Group Total : \$ 0							
Blank Rack Panel (Item # 3)						Blank Rack Panel (Item # 3)						Blank Rack Panel (Item # 3)							
Item No	Description	Manufacturer	Part #	Brand Preference	UOM	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
3	Blank Rack Panel - OnStage-RPB1000-1U Blank Rack Panel	OnStage		Brand Name or Equivalent	Each	3	No Bid			3			3	Specified Manufacturer	OnStage		3	12	36
						Group Total : \$ 0						Group Total : \$ 36							
Rack Drawer - Lockable (Item # 4)						Rack Drawer - Lockable (Item # 4)						Rack Drawer - Lockable (Item # 4)							
Item No	Description	Manufacturer	Part #	Brand Preference	UOM	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
4	Rack Drawer - Lockable - Gator Rackworks-GRW-DRW4 - Gator Rackworks Rack Drawer; 14.2" Deep, Lockable, 4U	Gator		Brand Name or Equivalent	Each	4	Specified Manufacturer	Gator		1	118.78	118.78	4	Specified Manufacturer	Gator		1	149.65	149.65
						Group Total : \$ 118.78						Group Total : \$ 149.65							
Surge protector (Item # 5)						Surge protector (Item # 5)						Surge protector (Item # 5)							
Item No	Description	Manufacturer	Part #	Brand Preference	UOM	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
5	Power line conditioner/surge protector - Furman M-8X2 - 15A Standard Power Condition, 9 Outlets, 1RU, 6 ft Cord	Furman		Brand Name or Equivalent	Each	5	Specified Manufacturer	Furman		1	52.9	52.9	5	Specified Manufacturer	Furman		1	119	119
						Group Total : \$ 52.9						Group Total : \$ 119							
Music Lab System (Item # 6)						Music Lab System (Item # 6)						Music Lab System (Item # 6)							
Item No	Description	Manufacturer	Part #	Brand Preference	UOM	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost

6	Music Lab System - Yamaha LC4 Base for Music Lab System	Yamaha		Brand Name or Equivalent	Each	6	Specified Manufacturer	Yamaha			1	3248.75	3248.75	6	Specified Manufacturer	Yamaha			1	3127.85	3127.85
						Group Total : \$ 3248.75						Group Total : \$ 3127.85									
Music Lab Expansion Pack (Item # 7)						Music Lab Expansion Pack (Item # 7)						Music Lab Expansion Pack (Item # 7)									
Item No	Description	Manufacturer	Part #	Brand Preference	UOM	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost		
7	Music Lab Expansion Pack - Yamaha LC4 EXP Expansion for Music Lab System	Yamaha		Brand Name or Equivalent	Pack	7	Specified Manufacturer	Yamaha		3	2024	6072	7	Specified Manufacturer	Yamaha		3	1979.8	5939.4		
						Group Total : \$ 6072						Group Total : \$ 5939.4									
Digital Piano Teacher (Item # 8)						Digital Piano Teacher (Item # 8)						Digital Piano Teacher (Item # 8)									
Item No	Description	Manufacturer	Part #	Brand Preference	UOM	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost		
8	Digital Piano (Teacher) - Roland HP-704-CHC-Upright Digital Piano with Bluetooth, SuperNATURAL Piano Modeling, and PHA-50 Keyboard (Charcoal)	Roland		Brand Name or Equivalent	Each	8	Specified Manufacturer	Roland		1	2226.38	2226.38	8	No Bid			1				
						Group Total : \$ 2226.38						Group Total : \$ 0									
Digital Piano Student (Item # 9)						Digital Piano Student (Item # 9)						Digital Piano Student (Item # 9)									
Item No	Description	Manufacturer	Part #	Brand Preference	UOM	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost	Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost		
9	Digital Piano (Student) - Yamaha YDP105R Arius Digital Piano	Yamaha		Brand Name or Equivalent	Each	9	Specified Manufacturer	Yamaha		30	654.35	19630.5	9	Specified Manufacturer	Yamaha		30	734.7	22041		
						Project Total : \$ 31514.29						Project Total : \$ 31605.30									

Recommend: Motion to award to Music & Arts for overall lowest and best bid as shown in the highlighted spreadsheet above.

To be funded through GP funds

Request to Purchase:

LaVergne High School would like to purchase two new KANDI Electric Golf Carts, Model #PBS4PAGM-BK, from Lowe's at a cost of \$5,500.00 each for total cost of \$11,000.00.

To be funded from LaVergne High School

Request to Purchase:

Eagleville School would like to purchase a new 2025 HDKP 6 Carrier Plus Electric Golf Cart, Serial #7MZHFBI BXSC010897, from Mikey's Motors at a cost of \$9,250.00.

To be funded from Eagleville School



Rutherford County Director of Schools Evaluation Results

Claire Maxwell, Chairman
Katie Darby
Frances Rosales
Tammy Sharp
Caleb Tidwell
Butch Vaughn
Stan Vaught

July 2025

Rutherford County Director of Schools Overall Evaluation Score

The rating scale used was 1-5.

Section I Qualitative:

Appendix A-Administrator Survey	33 %	x	4.63	=	1.53
Appendix B-Board Observational Data	33 %	x	4.27	=	1.41

Section II Quantitative:

Appendix C-Achievement of Board Goals/Strategic Plan	33 %	x	4.13	=	1.36
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Overall Evaluation Score: 4.30

2025 Rutherford County Director of Schools Evaluation Results

	2025 Rutherford County Director of Schools Evaluation Results	
Evaluation Numbers	Appendix A - Administrators' Perceptions of Director's Performance	Rating Out of 5
1	The director models good communication skills.	4.65
2	The director is knowledgeable about the curriculum.	4.64
3	The director ensures that funds are spent wisely.	4.52
4	The director supports professional learning activities for teachers and administrators.	4.72
5	The director maintains positive relationships with administrators.	4.66
6	The director creates an atmosphere of trust and mutual respect throughout the district.	4.50
7	The director enforces board policy in a fair and consistent manner.	4.77
8	The director takes an active leadership role in the instructional improvement.	4.63
9	The director evaluates my performance in a fair and consistent manner.	4.57
10	The director interacts effectively with system employees.	4.67
11	The director is accessible to administrators.	4.56
12	The director develops good staff morale and loyalty to the system.	4.61
13	The director works effectively with the school board.	4.69
14	The director involves administrators as much as possible in decision-making.	4.51
15	The director demonstrates a caring attitude.	4.77
	Administrator Survey Average:	4.63

Additional Comments

- Dr. Sullivan is a terrific Superintendent! He exemplifies what it means to be a district leader in the most difficult of times. The astronomical growth in population has made his job exceptionally difficult and he has performed well beyond expectations!
- The difference made between principals of larger schools is very disheartening. The fact that they have 5 or more AP and Deans in place and have very limited contact with parents. They receive bonuses and the smaller schools have less support and can even out perform larger schools and did not receive anything.
- I'm starting my thirteenth year as an administrator and Dr. Sullivan has been the greatest Director of Schools I have worked for.
- Dr. Sullivan is an excellent leader!
- Dr. Sullivan continues to demonstrate exceptional leadership in our district. Despite the challenges he has faced, he remains focused and continues to move our schools forward. I appreciate his commitment and all that he consistently does to make RCS a wonderful place to work and learn!
- Dr. Sullivan does a tremendous job in what is a very difficult position! He is an excellent Director! He always has what is in the best interest of Rutherford County Schools (students, teachers, and staff) at the forefront of his decision making. He is very supportive to administrators and provides what we need to effectively manage our schools. He is very knowledgeable in all areas that are required to manage a school system, especially one our size. Dr. Sullivan is very much respected by teachers and administrators for the job that he does!
- I could not be more grateful for the way in which Dr. Sullivan leads our district, supports our teachers and our staff, and impacts student growth and safety. Our district is incredibly fortunate to have him as our director.
- I appreciate Dr. Sullivan and I enjoy working under his leadership.
- Dr. Sullivan does an exceptional job with communication and supporting administrators. School safety is met with a proactive approach.
- Dr. Sullivan is a phenomenal Director. He is very approachable and personable while also being firm and unafraid to make tough decisions. He has done an amazing job of leading our large district to remain among the best in the state of Tennessee while navigating the distractions that come from the political environment which unfortunately includes some members of our school board.
- Dr. Sullivan is approachable and proactive in ensuring the needs of our staff and students are met.
- Dr. Sullivan is an amazing leader and the best director we've ever had.
- Dr. Sullivan does an exceptional job of leading this district. He is clearly committed to making decisions that positively impact students, employees, and our district as a whole. Our success as a district can be directly attributed to his leadership.
- Dr. Sullivan maintains open communication with staff at all levels and is transparent in discussing issues facing the school system. He supports the autonomy of each school which is very much appreciated due to the variables of school staff, their experience

and knowledge; the composition of the school community and their unique needs and the decisions and resources needed to fulfill those needs. Additionally, he establishes and nurtures positive, authentic relationships with administrators.

- Dr. Sullivan is an exceptional leader. He models expectations and follows through with his actions.
- Dr. Sullivan provides excellent communication, support, and guidance to his principals. He is knowledgeable on everything from curriculum to discipline to finances and he is transparent in his expectations of administrators in all areas. He gives 100% to Rutherford County Schools and is always looking to do whatever is necessary to make it better for its constituents. He is approachable and accessible and always listens to our questions and concerns. It's a pleasure to work for Dr. Sullivan!
- Works hard to ensure all staff and students are treated fairly. I can not say enough positive things regarding Dr. Sullivan. He works 24-7 for our students and communities.
- Dr. Sullivan is an asset to Rutherford County Schools.

2025 Rutherford County Director of Schools Results		
Evaluation Numbers	Appendix B - Board Observational Data	Rating Out of 5
	BOARD RELATIONSHIPS	
1.1	Keeps all board members informed on issues, needs and operation of the school system, including employment, promotion and dismissal of personnel.	4.14
1.2	Has a harmonious relationship with the board.	3.86
1.3	Maintains a high degree of understanding and respect between staff and the board.	4.14
1.4	Interprets and executes the intent of board policy through the development of administrative procedures.	4.29
1.5	Seeks and accepts constructive criticism of work from the board.	4.29
1.6	Remains impartial toward the board, treating all board members alike.	4.00
1.7	Refrains from criticism of members of the board.	4.14
1.8	Goes immediately and directly to the board when he/she feels an honest, objective difference of opinion exists between him/her and any or all members of the board, in an earnest effort to resolve such difference immediately.	4.43
1.9	Offers professional advice to the Board on items requiring board action, with appropriate recommendations based on thorough review and analysis.	4.57
1.10	Supports board policy and actions to the public and staff.	4.14
	Average	4.20

2025 Rutherford County Director of Schools Results		
	COMMUNITY RELATIONSHIPS	
2.1	Is an effective spokesperson for the school system.	4.43
2.2	Models the highest professional standards to the community.	4.29
2.3	Builds public support for the school district	4.43
2.4	Develops cooperative relationships with the news media.	4.50
2.5	Establish partnerships with area businesses, institutions of higher education, and community groups to strengthen programs and support school district goals.	4.43
2.6	Treats community equitably.	4.43
2.7	Uses public resources and funds appropriately and wisely.	4.43
2.8	Encourages parental involvement.	4.00
	Average	4.37

2025 Rutherford County Director of Schools Results		
	STAFF AND PERSONNEL RELATIONSHIPS	
3.1	Develops good staff morale and loyalty to the system.	4.29
3.2	Treats all personnel fairly.	4.50
3.3	Demonstrates use of system and staff evaluation data for personnel policies, decision-making, promotion of career growth and professional development.	4.00
3.4	Recognizes staff for their professional achievements.	4.43
3.5	Provides shared leadership and decision-making opportunities for staff that promotes a climate of collaboration and collegiality.	4.29
3.6	Recognizes staff for their professional achievements.	4.50
3.7	Through shared leadership, offers continuous improvement opportunities for educators and staff that is focused on student learning consistent with the school districts vision and goals.	4.14
	Average	4.31

2025 Rutherford County Director of Schools Results		
	FACILITIES, FINANCE AND HUMAN RESOURCES	
4.1	Demonstrates knowledge of school facilities and develops a process that builds internal and public support for facility needs, including bond issues and capital improvement plans.	4.29
4.2	Ensures the maintenance of school property and the safety of personnel and property.	4.00
4.3	Meets and works collaboratively with the Board and appropriate staff to determine priorities for budgeting and the effective allocation of space and human resources.	4.43
4.4	Provides accurate and timely reports to the board on the financial condition of the school system.	4.43
4.5	Creates and maintains a safe, clean, and aesthetically pleasing environment at all schools	4.14
	Average	4.26

2025 Rutherford County Director of Schools Results		
	VISION	
5.1	Works effectively with board, staff, and community to develop long-range strategic plans.	4.29
5.2	Initiates communication and facilitates cooperation and collaboration among staff regarding the district's mission, curriculum and program initiatives.	4.29
5.3	Keeps board and community informed of progress towards long-range goals.	4.29
5.4	Clearly articulates system's vision, mission and priorities to community and media.	4.14
5.5	Recognizes and celebrates the contributions of school community members to the realization of the vision.	4.14
5.6	Uses relevant demographic and student performance data pertaining to students and their families in developing the school district mission and goals.	4.29
	Average	4.24

2025 Rutherford County Director of Schools Results		
	STUDENT ACHIEVEMENT	
6.1	Develops, implements, promotes and monitors continuous improvement in student achievement by using a variety of appropriate techniques.	4.29
6.2	Applies effective methods of providing, monitoring, evaluating and reporting student achievement.	4.14
6.3	Involves faculty and stakeholders in enhancement and renewal of curriculum to ensure alignment of curriculum, instruction, and assessment to Tennessee State Standards.	4.14
6.4	Applies and communicates qualitative and quantitative findings to identify strengths and weaknesses in programs and practices in order to ensure continuous improvement.	4.14
6.5	Leads board and other stakeholders through annual analysis of district academic performance.	4.29
6.6	Establishes curriculum planning to anticipate occupational trends and school-to-career needs.	4.00
6.7	Formulates plan to assess appropriate teaching methods and classroom management strategies for all learners.	4.29
6.8	Works collaboratively with members of the staff in using student achievement data to determine relevant professional development opportunities.	4.29
6.9	Meets with principals regularly to provide feedback on goal achievement and to assess ongoing school improvement efforts.	4.43
6.10	Identifies, clarifies, and addresses barriers to student learning.	3.86
6.11	Recognizes and celebrates student accomplishments.	4.43
	Average	4.21

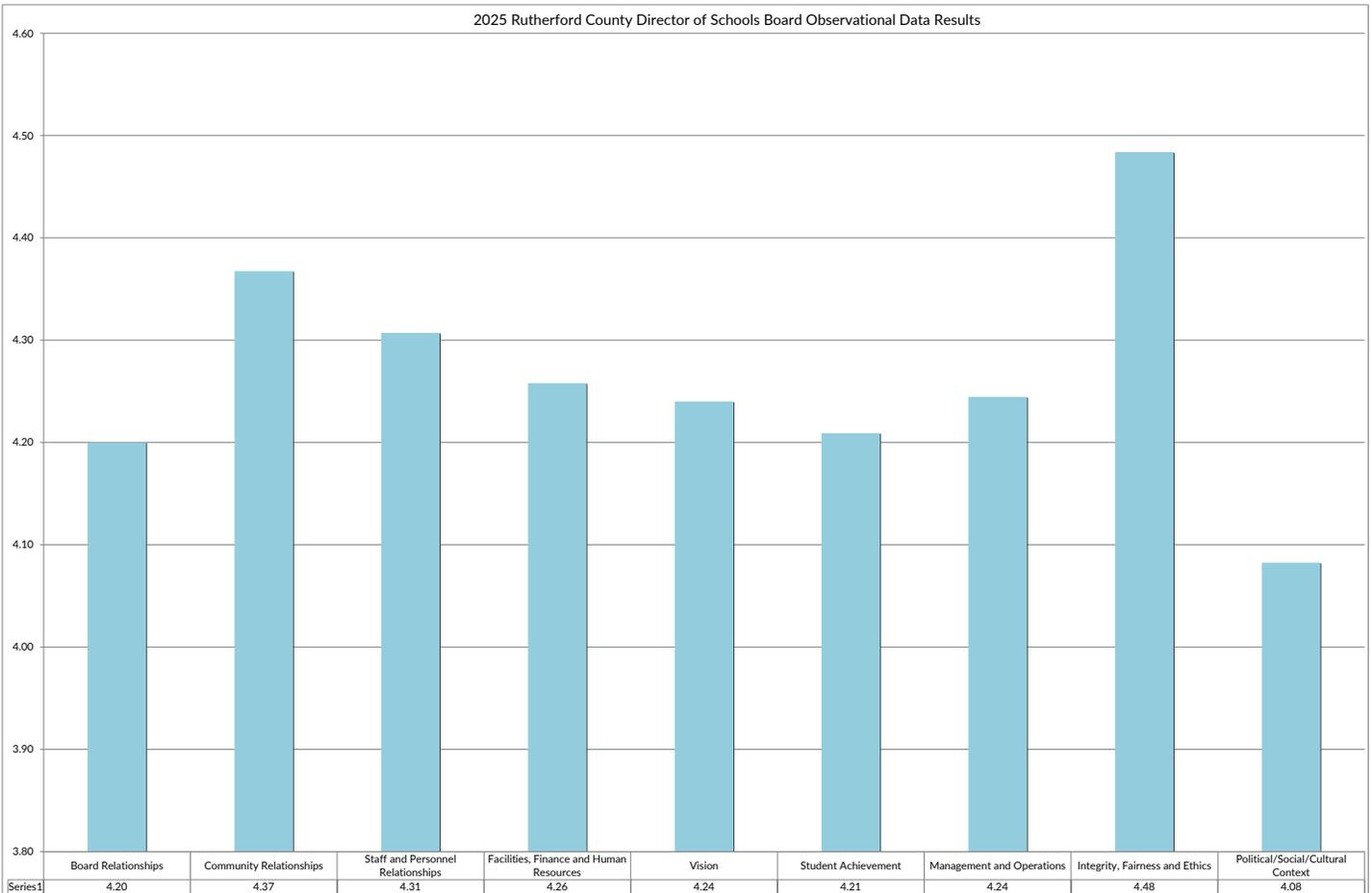
2025 Rutherford County Director of Schools Results		
	MANAGEMENT AND OPERATIONS	
7.1	Ensures that operational plans and procedures to achieve the vision and goals of the school district are in place.	4.29
7.2	Confronts and resolves problems in a timely manner.	4.00
7.3	Aligns financial, human, and material resources to the goals of school district.	4.43
7.4	Identifies multiple points of view for problem solving various situations and involves stakeholders in decisions impacting schools.	4.14
7.5	Demonstrates professional and effective conflict resolution skills.	3.86
7.6	Uses effective communication skills.	4.43
7.7	Participates in professional learning that is aligned with strategic plan and enhances leadership skills.	4.29
7.8	Promotes a climate of trust and teamwork within the district.	4.33
7.9	Establishes procedures and practices for dealing with emergencies such as weather, threats to the school, student violence and trauma.	4.43
	Average	4.24

2025 Rutherford County Director of Schools Results		
	INTEGRITY, FAIRNESS AND ETHICS	
8.1	Examines personal and professional values to develop a personal and professional code of ethics that demonstrates personal integrity.	4.67
8.2	Demonstrates values, beliefs, and attitudes that inspire others to higher levels of performance.	4.67
8.3	Serves as a role model.	4.50
8.4	Accepts responsibility for school operations.	4.43
8.5	Treats people fairly, equitably, and with dignity and respect.	4.50
8.6	Exhibits multicultural and ethnic understanding and sensitivity.	4.29
8.7	Recognizes and respects the legitimate authority of others.	4.14
8.8	Applies laws and procedures fairly, wisely, and considerately.	4.67
	Average	4.48

2025 Rutherford County Director of Schools Results		
	POLITICAL/SOCIAL/CULTURAL CONTEXT	
9.1	Ensures that the environment in which schools operate is influenced on behalf of students and their families.	4.14
9.2	Ensures that there is ongoing dialogue with representatives of diverse community groups.	4.33
9.3	Promotes and expects a district-based climate of tolerance, acceptance, and civility.	4.00
9.4	Establishes a culture that encourages responsible risk-taking while requiring accountability for results.	3.86
	Average	4.08
	Board Observational Data Average:	4.27

2025 Rutherford County Director of Schools Evaluation Results - Appendix B

Appendix B - Board Observational Data	Average
Board Relationships	4.20
Community Relationships	4.37
Staff and Personnel Relationships	4.31
Facilities, Finance and Human Resources	4.26
Vision	4.24
Student Achievement	4.21
Management and Operations	4.24
Integrity, Fairness and Ethics	4.48
Political/Social/Cultural Context	4.08
AVERAGE:	4.27



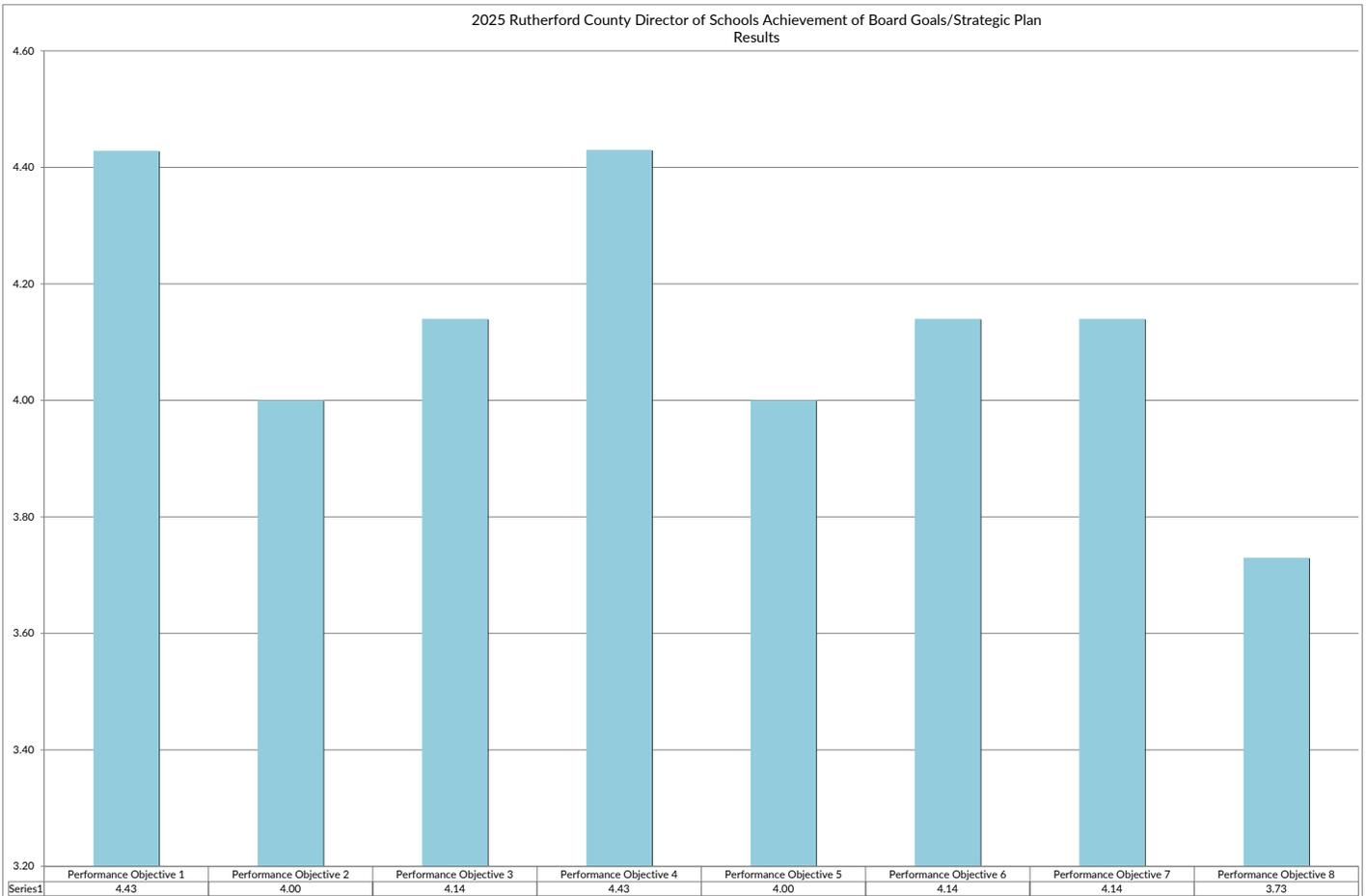
2025 Rutherford County Director of Schools Evaluation Results		
Objective Numbers	Appendix C - Achievement of Board Goals/Strategic Plan	Rating Out of 5
	Performance Objective 1: Ensure that there is a continuous improvement plan for student achievement and growth.	
1.1	District resources are clearly aligned to the district vision, goals, and improvement plan.	4.29
1.2	Examine data, set goals and stay the course or initiate change as necessary.	4.14
1.3	Graduation Rate- Above 95% graduation rate for applicable cohort (91 %-91.9%=score of 1, 92.0%-92.9%=score of 2, 93.0%-93.9%=score of 3, 94.0% to 94.9%=score of 4, above 95%=score of 5	4.57
1.4	TVAAS system-wide literacy score (1-5). Growth level achieved equates to numerical score	4.57
1.5	TVAAS system-wide numeracy score (1-5). Growth level achieved equates to numerical score	4.43
1.6	TVAAS system-wide composite score (1-5). Growth level achieved equates to numerical score	4.57
	Average	4.43

2025 Rutherford County Director of Schools Evaluation Results		
	Performance Objective 2: Develop a school district strategic plan.	
2.1	Annual and long-range goals, along with measurable objectives and strategies, have been established with input from Board, staff and community members.	4.00
	Average	4.00
	Performance Objective 3: Evaluate the organizational structure of the district and reorganize as necessary to achieve maximum effectiveness.	
3.1	The reorganization of personnel and a revised organizational chart has been developed.	4.14
	Average	4.14
	Performance Objective 4: Develop a comprehensive plan to promote school system and increase parent and community involvement.	
4.1	Promotional tools for the school system have been developed such as rebranding, redesigned web presence, blogs, podcasts, videos and publications	4.43
	Average	4.43

2025 Rutherford County Director of Schools Evaluation Results		
	Performance Objective 5: Work with the school board to develop and implement an annual plan for promoting school system and increasing communication and support with the county commission/city council.	
5.1	The board adopts an annual agenda for promotion, which includes activities, which the board and/or the Director will complete during the year. The plan must include activities to build support from the County Commission and subsequent committees	4.00
	Average	4.00
	Performance Objective 6: Develop a budget for the school board as outlined in school policies, activities in the school board annual agenda, and guidelines established by the State Department of Education.	
6.1	A budget document has been formulated using procedures required by school board policies, activities in the school board annual agenda, and guidelines established by the State Department of Education.	4.14
	Average	4.14
	Performance Objective 7: Ensure the Board's annual agenda is developed and implemented.	
7.1	Evidence that annual agenda items referencing the Director of Schools have been completed or are ongoing and nearing completion.	4.14
	Average	4.14
	Performance Objective 8: Provide and promote activities that give the school board an opportunity to review its effectiveness and improve the relationship between individual school board members, and the school board as a whole with the Director of Schools.	
8.1	Information regarding improvement activities such as workshops, clinics, conventions, board retreats, etc.	3.86
8.2	Information regarding criteria for individual school board member recognition (e.g., Boardsmanship Awards), school board recognition (e.g., Board of Distinction) and the criteria required for school board district and state recognition.	4.00
8.3	A self-evaluation instrument that reviews school board effectiveness and allows for each school board member to make recommendations and suggestions for improvement has been distributed to the Board for their review.	3.33
	Average	3.73
	Performance Objective Average:	4.13

2025 Rutherford County Director of Schools Evaluation Results - Appendix C

Appendix C - Annual Objectives	Average
Performance Objective 1	4.43
Performance Objective 2	4.00
Performance Objective 3	4.14
Performance Objective 4	4.43
Performance Objective 5	4.00
Performance Objective 6	4.14
Performance Objective 7	4.14
Performance Objective 8	3.73
AVERAGE:	4.13



Additional Comments

- These scores are based on my relationship with the Director. Overall, The Director has far more strengths than weaknesses. Yet we all should strive to improve. A 4+ average is a more honest score than all 5s.
- Excellent system, excellent Director
- Over the past twelve months, Dr. Sullivan has experienced one of the most challenging and difficult years, facing personal tragedy and hardships. In spite of these struggles, he has risen above them and demonstrated strong, resilient leadership. He has shown that he is capable of handling obstacles—both good and bad—while remaining focused and committed to leading a district of over 5,000 staff members and more than 52,000 students. Dr. Sullivan has consistently demonstrated that he values both his employees and the children who make up Rutherford County Schools. He leads with a forward-thinking mindset, always considering the future of the students while ensuring their safety and well-being. This year, under his leadership, Rutherford County Schools continued to achieve Level 5 in accountability scores and saw an increase in the number of schools reaching Levels 4 and 5. Another major milestone under Dr. Sullivan's leadership was securing unanimous votes from the school board on the bus contracts, bus driver pay raises, and the education budget for the 2024–2025 academic year. This is a remarkable accomplishment, especially considering the complexity and challenges of these issues. Dr. Sullivan did an outstanding job communicating with the board, bringing these issues forward as topics of discussion during the board retreat. Board members were given ample time to ask questions, voice concerns, and receive clear information. Dr. Sullivan ensured that every board member had a thorough understanding of each matter as the vote approached. This is a true testament to his leadership and his ability to empower his team to succeed. I believe Dr. Sullivan is the right person to continue leading Rutherford County Schools and to build upon the district's continued success.
- The board appreciates and respects the hard work of our director and his staff . We have no problem communicating and working together to resolve issues impacting our district . The successes we have achieved are a direct result of the directors ability to connect with the community and execute policies and plans laid out by the board.
- Dr. Sullivan has brought the system together by raising the morale. In my visits to the schools, every Principal has communicated nothing but total support for him.

MEMORANDUM OF UNDERSTANDING

Centerstone agrees to enter into a renewable agreement with Rutherford County Schools. Centerstone will employ therapy staff in identified Rutherford County Schools as mutually agreed upon by both parties. The staff will be an employee of Centerstone and will have experience working with children and adolescents who have emotional and behavioral challenges.

Rutherford County Schools will:

- provide a suitable private space in each school building for individual, family, and group counseling
- develop a referral system for services
- with written parent/guardian permission support the counseling services to allow the therapist access to the clients
- include therapist in communications as appropriate
- inform parents/guardians of the services when they are in the building
- provide feedback on the performance of the therapist as requested
- provide a locking file cabinet for storage of confidential information
- have a list of potential referrals ready for when therapist starts

Centerstone will:

- provide therapist who will be assigned to mutually agreed upon schools
- provide administrative and clinical supervision for staff weekly
- provide liability insurance as required by law
- maintain caseload of at least 40 clients that meet insurance requirements
- facilitate access and referrals to other clinic services and higher level of care community based programs as needed
- with written parent/guardian permission, provide Individual and/or Family Therapy services
- with written parent/guardian permission provide therapy groups with identified clients when feasible
- conduct home visits as needed
- provide staff consultation, support, and training as deemed necessary
- safeguard all rights of the clients as legally and ethically required
- communicate on a weekly basis with designated administrative personnel in order to improve coordination of services
- with written parent/guardian permission coordinate services with the child's health providers and other pertinent community staff
- communicate with parents/guardians regarding clients' progress
- keep all documentation (progress notes, care plans, assessments) in Centerstone agency's electronic medical record
- ensure staff has access to a cell phone and laptop

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

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

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

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

A. PARTIES

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

B. PURPOSE

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

C. AUTHORITIES

VBHCS will serve as the lead agency collaborative with the Rutherford County Schools Board of Education. The Senior VP of Specialized Grants and Services will provide oversight for VBHCS. The Rutherford County Schools Mental Health Coordination Team will provide oversight for the Rutherford County Schools Board of Education.

D. CONCEPT AND COOPERATION

Both organizations are separate and independent and work cooperatively to enhance the mental health, well-being, and readiness to learn within the Rutherford County Schools. As such, each organization retains its own identity in providing services. No element of this MOU will be construed to imply any form of financial obligation or liability.

1. VBHCS’s SBBHL program will provide 11 FTE Liaison(s) who will be proficient in or will receive training in a trauma-informed approach. Eligible applicants for the position will have

either

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

E. RESPONSIBILITIES OF THE PARTIES

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

1. VBHCS shall:
 - a. Provide 11 FTE of a qualified staff person to conduct all program services as SBBHL for the participating school(s) in Rutherford County Schools.
 - b. Provide oversight responsibility for the project including recruitment, hiring (including criminal background check, drug screen, verification of degree, and fingerprinting if required by the school district), training, and supervision of the SBBHL.
 - c. Ensure that the SBBHL will be available on the premises of a participating school during

the majority of regular school hours, as scheduled.

- i. SBBHL work days are based upon the school's teacher calendar, upholding teacher Professional Development days as requested, and as needed to fulfill end of month/year grant reporting requirements.
 - ii. The SBBHL will notify the principal or other school contact if unable to be at a school as expected. This could be due to holidays of VBHCS, meetings or trainings related to the SBBHL program, professional development/continuing education activities, or utilizing paid time off, as for illness.
- d. Procure adequate supplies for the SBBHL to provide services, including office supplies and technology/communication devices.
 - e. Document activities related to the above described services and provide data related to services for reporting and statistical purposes.

2. Rutherford County Schools Board of Education shall:

- a. Compile and manage data for each participating school(s) and provide data to the SBBHL and VBHCS, which will then be used in program reporting to the State as required.
 - i. Data will include, at a minimum: number of students enrolled, number of teachers employed, student demographics (age, gender, race, ethnicity), and total number of discipline referrals from the previous school year and the current school year.
 - ii. Ensure that these data are provided in time for the State's reporting deadlines:
 - Demographics for the student body are required by the end of August for a new/current school year.
 - Data on the number of school discipline referrals are required before the end of the year's administrative schedule, for both the year just ending and the previous school year.
- b. Provide access and space within participating school premises for use of SBBHL, to include:
 - i. An office or work space designated for SBBHL when on site, preferably one accessible to students and staff;
 - ii. An office or meeting space that allows for confidential counseling with individual students, supplied for enough time to meet the demands of students within the school;
 - iii. A space which can be used for psychoeducational groups when scheduled;
 - iv. Freedom of movement within the school premises in order to perform duties, such as entry to buildings during regular hours, use of hallways, use of basic employee facilities (break room, restroom, parking, etc.).
- c. Provide and maintain internet access which can be accessed by the Liaisons while on site.
- d. Provide access to the students through referral by School Counselor or others and assist as necessary with procurement of parental consent.
- e. Allow or assist with access to and collaboration with school administration, school counselors, school social workers, teachers, School Resource officers and other personnel through participation in staff meetings and/or professional development and related events, as

well as cooperation in arranging of teacher trainings by the SBBHL as required within the SBBHL Scope of Services (Attachment A) and other needs of the school as may be agreed upon.

- f. Engage with SBBHL in some discussion of school needs and opportunities for growth, both to align services to best serve the community and to ensure collaboration and proper authorization in the School Climate Activity and other SBBHL services.
- g. Allow access and assistance to the Liaison, as well as participation at varying levels, including visits as required on-site by the Operational Supervisor (Program Director) and/or SBBHL Technical Assistant (TA) assigned by their region and shadowing by other new SBBHLs in training, as needed.

F. METHODS OF COOPERATION

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

G. FERPA

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

H. HIPAA COMPLIANCE AND CONFIDENTIALITY

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

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

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

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

I. TERM AND TERMINATION OF MOU

The Term, referred collectively in this MOU as the "Term," becomes effective on the date this MOU is signed by both Parties and remains in force unless explicitly terminated, in writing, by either Party. Either Party may terminate this MOU, with or without cause, upon thirty (30) days prior written notice to the other Party. In addition, this MOU may be revised, in writing, in accordance with each organization's need if both Parties are in agreement of such revisions.

J. INDEMNIFICATION

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

performed by the Rutherford County Schools Board of Education its subcontractors, agents, employees, or assigns.

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

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

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

K. INSURANCE

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

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

L. FORCE MAJURE

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

M. RESOLVING DISPUTES

If any dispute arises relating to the MOU, the Parties shall use their best efforts to resolve such dispute or claim through negotiation. No disputes will be settled in court.

N. GENERAL

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

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

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

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

RUTHERFORD COUNTY
SCHOOLS

VOLUNTEER BEHAVIORAL
HEALTH CARE SYSTEM

Dr. James Sullivan
Director of Schools

Phyllis Persinger
CEO/President

DATE _____

DATE _____



**MEMORANDUM OF AGREEMENT
BETWEEN
THE RUTHERFORD COUNTY BOARD OF EDUCATION
AND
STARS Nashville
2025-2026 School Year**

This Agreement is between Rutherford County Board of Education (RCBOE) and STARS Nashville. STARS agrees to provide Student Assistance Services (SAP) and Enhanced Student Assistance Program (ESAP) services addressing behavioral health issues and other social and emotional barriers to success. Services will be provided at the following school sites:

Student Assistance Services (SAP)	Enhanced Student Assistance Services (ESAP)
LaVergne High School – 5 Days per week	Central Magnet School – 1 Day per week
Blackman High School – 5 Days per week	Rockvale High School – 5 Days per week
Riverdale High School – 5 Days per week	Siegel High School – 4 Days per week
	Stewarts Creek High School – 5 Days per week
	Smyrna High School- 5 Days per week

**Days of service may be moved between school sites without amending the contract as long as the total number of days does not change.*

NATURE OF SERVICE

DUTIES AND RESPONSIBILITIES OF STARS

A. Intervention/Prevention/Intervention

- Provide and supervise STARS counselors and therapists to serve designated Rutherford County Schools based upon the agreed level of service detailed above.
- Provide individual and group counseling support sessions for students presenting with anxiety, depression, grief, loss, substance misuse, violence, anger, conflict management and other behavioral or mental health challenges that interfere with students’ abilities to thrive at school.
- Provide intervention and case management services as needed at selected school site(s).
- Provide classroom education and assist in securing assembly programs, as requested, to educate students about substance misuse, safety in relationships, suicide prevention, mental health awareness, healthy decision-making, and other relevant topics.
- Provide crisis intervention as needed.
- Conduct prevention activities as directed by SAP teams and/or Rutherford County Schools.
- Engage and collaborate closely with parents and guardians.

- Support student leadership teams in planning and implementing school-wide prevention activities.
- Conduct interventions on behalf of the school with students and families. In such cases, the results and recommendations are then given to the student and appropriate individuals with a release of information that is signed by the student's parent or guardian.
- Collaborate with appropriate Rutherford County staff to coordinate internal and external referrals for student services.
- Collaborate as appropriate with other school and community partners who are providing prevention and intervention activities in the school.
- Conduct peer mediation/conflict resolutions training, restorative circles and program implementation as requested.
- Communicate on a regular basis with designated administrative personnel in order to improve coordination of services.
- Conduct student group evaluations with written parent/guardian permission
- Provide curriculum to be presented in group sessions to designated Rutherford County Schools Representative for review and approval. RCS will have final approval for information presented to students in group sessions and classroom education.
- Provide annual progress reports to the designated Rutherford County Representative
- Services may be modified to adhere to the safety recommendations of the CDC, State of Tennessee and RCBOE to ensure the safety of students and staff. In the event of school closing, individual and group counseling support, case management services and classroom education may be provided via tele-health/tele-support services.

B. General Program Administration

- Develop and implement program goals and objectives with approval from the designated Rutherford County Schools Representative.
- STARS will receive approval from the designated Rutherford County School Representative for all curriculum used by STARS staff.
- Apply for United Way Funds, federal, state and local government funds, private contributors, corporations and foundations, as available.
- Comply with any grant requirements, which support the Rutherford County Schools and STARS services.
- STARS counselors and therapists will have a Master's Degree in psychology, social work, counseling or other related social science field. Positions hired prior to August 2009, may have received an education waiver based on experience and training.
- STARS shall safeguard all rights of the student as legally and ethically required in accordance with federal and state laws and regulations including obtaining written consent from parents or guardians for all students under the age of 18.
- STARS agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of race, religion, creed, color, sex, age, national origin, gender, sexual orientation, gender identity, marital status, veteran status, disability or any other classification protected by the Federal, Tennessee State constitutional or statutory law.
- STARS certifies that all staff working in Rutherford County Schools are in compliance with the terms of TCA§49-5-413 requiring criminal background checks for certain individuals working with students or appearing on the campus of a public school while students are present.

C. Teacher Trainings and Volunteer Management

- Conduct SAP and ESAP overviews and in-service presentations in all schools implementing STARS, as directed by the local school administration.

D. Student Training

- Provide support to student leadership activities.

E. STARS Counselor and Therapist Training and Staff Development

- Provide opportunities for STARS counselors and therapists to receive staff development and training regarding specific areas within student assistance.
- Training and staff development could include, but are not necessarily limited to the following trainings: SAP 101, Safety in Relationships, Substance misuse, DCS Reporting, Suicide Prevention, Bullying Prevention, Promoting Positive School Climate, SEL Topics, Mental Health Topics, Restorative Practices, Workplace Relationships, Title VI, Drug-Free Workplace, and others.
- Documentation of professional development and training materials will be provided to the designated Rutherford County representative if requested.

F. Performance Evaluation

- STARS conducts an annual performance evaluation for each STARS counselor and therapist. The STARS employee is evaluated by the respective principal and/or his/her designees, such as school counselors and/or assistant principals.
- STARS staff are annually evaluated by STARS based on feedback received from school sites, as well as from personal observation.
- At the request of RCS, STARS agrees to remove a counselor from a school site for failure to adhere to the STARS curriculum.
- Staff who do not meet the basic requirements of the position receive a performance improvement plan outlining what steps should be taken to improve performance. Monthly meetings occur until performance improves. Failure to meet minimum requirements may result in termination.
- Upon request, the designated Rutherford County representative may review the performance evaluation and feedback received on the STARS counselor and therapist.
- STARS will provide a statistical compilation of student, faculty and parent participation, along with a narrative at the end of each school year.

G. Maintenance of Records

- STARS will maintain accounting records in accordance with generally accepted accounting principles.
- STARS shall comply with all applicable HIPAA and FERPA regulations.

H. Contingent Fees

- STARS will not be retained or retain any persons to solicit or secure a Rutherford County contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee.

I. Conflicts of Interest

- STARS warrants that no part of the contract amount shall be paid directly or indirectly to an employee or official of the Rutherford County Board of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to STARS in connection with any work contemplated or performed relative to this agreement.

RUTHERFORD COUNTY BOARD OF EDUCATION AGREES TO:

A. Counseling Services

- Implement the behavior observation process for teacher, faculty referrals.
- Provide opportunities for students to participate in STARS, and small groups or individual counseling, which meet weekly, or as needed
- Provide opportunities for students and staff to understand how to access STARS services.
- Inform parents/guardians of the availability of STARS services

B. General Administration

- Provide for a secure and confidential office space and telephone or telephone access for the STARS counselors and therapists.

- Ascertain that STARS personnel shall secure access to Student PIN Numbers for students who participate in the STARS program for compliance with Outcome Evaluation Measures.
- Provide STARS counselors and therapists access to students' schedules and contact information in order to plan appointments and connect with family members as necessary.
- Agree to hold all information and data relating to a student's participation in STARS as confidential in accordance with Code of Federal Regulations (CFR 42 Part 2) as well as by any federal, state or county statute governing confidentiality.
- Secure commitments from each school to participate in Program Evaluation (student outcomes, school climate information, student and staff satisfaction).
- Provide feedback to STARS Executive Staff as needed or desired.
- Communicate additional funding opportunities to STARS as they become available.
- Comply with United Way and other grant funding requirements, as necessary.
- Provide evaluation feedback about STARS' staff members consistent with the STARS personnel evaluation process.

C. Teacher Trainings and Volunteer Involvement

- Secure commitment from SAP and ESAP Teams to assist in the leadership, implementation and support of all Student Assistance services at each school, i.e., student and faculty training, prevention education, STARS Club, small support groups, (teachers, school counselors, administrators and other school personnel).
- In partnership with the STARS counselors and therapists conduct principal requested or STARS recommended in-services for students and faculty about SAP services via classroom presentations, announcements, faculty meetings and administrative training days.

D. Parent Trainings

- Inform parents of all aspects of SAP at the school and opportunities for parent education and involvement.

E. Non-Discrimination

- RCBOE agrees to notify the STARS Chief Operating Officer (COO) of any compliant of unfair or discriminatory treatment by a STARS staff member on the basis of race, creed, color, religion, sex, age, national origin, marital status, veteran status, gender, sexual orientation or disability/exceptionality, or any other classification protected by the Federal, Tennessee State constitutional or statutory law.

F. Fraud, Waste and Abuse

- RCBOE agrees to report any instance or suspicion of fraud, waste or abuse of STARS resources of any kind. Any knowledge or suspicion of fraud, waste, or abuse should be reported to the STARS (COO).

G. Workplace Injuries

- RCBOE agrees to report any workplace injuries to the STARS COO. STARS staff who are injured are required to file a Worker's Compensation (WC) Claim with STARS Human Resources Department and use the panel of healthcare providers designated by the WC company. Workplace injuries may require the STARS staff member be drug tested.

TIME SPAN

These services will be provided for the FY 25-26 School year. STARS staff will follow the faculty schedule per their designated school site, with exceptions approved by the principal or their designee.

PUBLICATIONS

All publications, press releases, or written descriptions of the program will state that funding is provided in part by the State of Tennessee Department of Mental Health and Substance Abuse Services.

Both RCBOE and STARS acknowledge that both STARS and RCBOE are in a contractual relationship and this Agreement does not create an employer/employee relationship or allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employee or agents of one party shall not be deemed or construed to be the employees or agents for the other party for any purpose. STARS being an independent contractor, agrees to carry workers' compensation insurance, and other appropriate forms of insurance for all its employees.

STARS agrees to indemnify and hold RCBOE, its members, employees and agents, harmless from any liability claim, including but not limited to attorney fees or other costs incurred, for any negligent or intentional act(s) or failure to act directly or indirectly attributable to STARS, its member, employees or agents, except when such claims arise out of any recklessness or intentionally tortious act of RCBOE.

RCBOE is a government entity existing under the laws of the state of Tennessee and may not indemnify any party from liability. RCBOE is governed by the Governmental Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that STARS has such liability.

SIGNATURES

Rodger Dinwiddie, STARS CEO

Rutherford County Schools Representative

(Print Name and Title)

(DATE)

(DATE)



Memorandum of Understanding (MOU)
between Optimal Health for Me
Sexual Risk Avoidance Education Program
and Rutherford County Schools

Sexual Risk Avoidance (SRA) education takes a holistic approach to sex and healthy relationship building while taking into account the well-being of the whole person. The SRA education program called Optimal Health for Me (oh⁴m) will be providing trained guest speakers to various classrooms of Rutherford County Schools (RCS) in support of teachers' standards within the boundaries of "family life instruction" and/or "sex education." In the course of instruction, oh⁴m will also be providing support materials pertaining to the curriculum.



oh⁴m complies completely with T.C.A. 49-6-1301 thru T.C.A. 49-6-1308 that requires a "family life instruction" program to be:

- Sexual risk avoidance or "abstinence-centered"
- Age appropriate
- Evidence-based approach
- Medically accurate

Classroom teachers will be the primary contact with oh⁴m for guest speakers. The oh⁴m education program is a 5-lesson curriculum for middle school and a 3-lesson curriculum for high school that can be presented in the following grade levels:

- 6th grade in either Teen Living or Health/Wellness classes
- 7th grade in either Teen Living or Health/Wellness classes
- 8th grade in either Teen Living or Health/Wellness classes
- High school in Health/Wellness classes or JROTC (typically 9th grade)

Specific themes covered include:

- | | |
|---|-----------------------|
| - Lifespan development and puberty | - Character education |
| - Healthy and unhealthy relationships | - Decision-making |
| - Boundaries and communication skills | - Self-worth |
| - Goal setting and planning for the future | - Success sequence |
| - Physical and emotional impact of teen sex | - Social Media |

Haylee Hayes

 Haylee Hayes, SRAS, SRA Education Director
 Portico 726 S. Church St, Murfreesboro 37130

7/31/25

 Date

 Rutherford County Schools
 2240 Southpark Drive, Murfreesboro 37128

 Date



Rutherford County Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: School District Records	Descriptor Code: 1.407	Issued Date: 07/07/22
		Rescinds: 1.407	Issued: 06/05/19

1 The Director of Schools shall maintain all school district records required by law, regulation, and board
2 policy. Any citizen of Tennessee shall be permitted during business hours to inspect public records
3 maintained by the school district unless otherwise prohibited by law. Any citizen of Tennessee may
4 request in writing and receive copies of open public records subject to the payment of reasonable
5 cost.^{1,2,3,4}

6 No records pertaining to individual students will be released for inspection by the public or any
7 unauthorized persons. In addition, information, records, and plans related to security and safety will not
8 be released for public inspection.⁵

9 All requests to inspect or receive copies of records shall be submitted to the District's public records
10 request coordinator and records custodian.⁶ ~~The Public Records Request Coordinator shall forward~~
11 ~~requests for inspection or copies of records to the appropriate records custodian.~~⁶

12 Prior to producing any record, the records custodian shall ensure confidential information is redacted.
13 Original documents remain intact and confidential information in copies produced for a requestor shall
14 be redacted. The Director of Schools shall develop a procedure to redact confidential information.

15 **REQUESTS FOR INSPECTION²**

16 Citizens requesting to inspect public records shall submit their request and a government issued photo
17 identification card with the citizen's address to the District's Public Records Request Coordinator
18 during normal business hours. Requests may be made in person or by telephone, ~~fax~~, mail, or e-mail.
19 The Coordinator shall submit the information to the appropriate records custodian. The Coordinator
20 will contact the citizen and indicate when the records will be available to inspect.

21 If the records cannot be made available within seven (7) business days, the Coordinator shall provide a
22 records production letter indicating the time needed to complete the request.

23 If the request to inspect is denied, the Coordinator shall provide the citizen with a records request
24 denial letter indicating the basis for the denial.

25 **REQUESTS FOR COPIES²**

26 Citizens requesting copies of public records shall complete and submit the Records Request Form and
27 a government issued photo identification card with the citizen's address to the District's Public
28 Records Request Coordinator during normal business hours. The Coordinator shall submit the Records
29 Request Form to the appropriate records custodian.

1 The Coordinator shall provide an estimate of the reasonable costs to produce the requested records.
2 The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable
3 Charges found at [https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-](https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf)
4 [guidelines/ScheduleofReasonableCharges.pdf](https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf) shall be used to determine the reasonable cost. The
5 Coordinator will provide the citizen with an invoice detailing the charges. The citizen shall pay the
6 estimated reasonable costs by cash or check prior to the District producing the copies.

7 If the records cannot be made available within seven (7) business days, the records custodian shall
8 provide a records production letter indicating the time needed to complete the request.

9 If the request for copies is denied, the records custodian shall provide the citizen with a records request
10 denial letter detailing the basis for the denial.

11 **FREQUENT AND MULTIPLE REQUESTS**

12 When the total number of requests for copies made by a requestor within a calendar month exceeds
13 four (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to
14 produce copies of the requested records. Prior to charging a reasonable fee, the requestor shall be
15 notified of this policy and provided with a Notice of Aggregation of Multiple Requestors form. The
16 Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable
17 Charges found at [https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-](https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf)
18 [guidelines/ScheduleofReasonableCharges.pdf](https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf) shall be used to determine the reasonable cost. Further,
19 the names of persons inspecting records and the date of inspection shall be recorded.

20 **DENYING REQUESTS FOR NONCOMPLIANCE⁷**

21 *Requests to Inspect a Public Record*

22 The District shall deny a request to inspect a public record from any citizen that has:

- 23 a. Made two (2) or more requests to view a public record within a six-month period; and
- 24 b. For each request failed to view the record within fifteen (15) business days of receiving
25 notification that the record was available.

26 Requests from this citizen shall be denied for up to six (6) months from the date of the second records
27 request. The District's Public Records Request Coordinator may waive this denial if he/she determines
28 that failure to view the record was for good cause.

29 *Requests for Copies of Public Records*

30 The District shall deny a request for copies of a public record from any citizen that has:

- 31 a. Been provided with an estimate of the reasonable cost to produce the requested records;
- 32 b. Agrees to pay such estimated reasonable cost prior to production of the records; and
- 33 c. Fails to pay the actual cost after the records have been produced.

34 Additional requests from this citizen shall be denied until the original cost is paid.

1 RECORDS RETENTION

2 The Director of Schools and/or his/her designee(s) shall retain and dispose of school district records in
3 accordance with the following guidelines:^{2,4}

- 4 1. The Director of Schools and/or his/her designee(s) will determine if a particular record is of
5 permanent or temporary value in accordance with regulations promulgated by County Public
6 Records Commission and the Tennessee Institute for Public Services records manual;^{8,9}
- 7 2. Temporary value records which have been kept beyond the required time may be recommended
8 to the Public Records Commission for destruction;^{10,11}
- 9 3. The records that the State Librarian and Archivist desire to preserve in their facilities will be
10 transferred to the State Library and Archives. The temporary value records rejected by the State
11 Library and Archives may be transferred to another institution or destroyed;^{10,11,12}
- 12 4. Permanent records will be kept in some usable form (digital, printed, microfilm, etc.). If the
13 Director of Schools desires to destroy the original permanent record, these records must be
14 reproduced by microfilming or some other permanent reproduction method. Permission to
15 destroy any original permanent record after microfilming follows the same procedure noted
16 above for temporary records;^{9,11} and
- 17 5. The Director of Schools shall establish procedures to safeguard against the unlawful
18 destruction, removal, or loss of records.¹³

19 DISTRICT PUBLIC RECORDS REQUEST COORDINATOR¹⁴

20

21 Monika Ridley
22 General Counsel
23 2240 Southpark Drive
24 Murfreesboro, TN 37128
25 ridleym@rcschools.net
26 Phone: 615-893-5815
27 Facsimile: 615-904-3894

Legal References

1. TCA 49-2-301(b)(1)(Z)
2. TCA 10-7-503
3. TCA 10-7-506(a)
4. TCA 49-2-104
5. TCA 10-7-504(p)
6. *Policy Related to Reasonable Charges a Records Custodian May Charge for Frequent and Multiple Requests for Public Records*, Tennessee Comptroller of the Treasury, available at <https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf>; TCA 10-7-503(a)(1)(B),(C)
7. TCA 10-7-503(a)(7)(A)(vii)
8. TCA 10-7-401
9. TCA 10-7-406; TCA 10-7-301(5),(13)
10. TCA 10-7-404
11. TCA 10-7-413
12. TCA 10-7-414
13. TCA 39-16-504
14. TCA 10-7-503(g)(1)(D)

Cross References

Financial Reports and Records 2.701
Personnel Records 5.114
Student Records 6.600

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School District Goals	Descriptor Code: 1.700	Issued Date: 05/04/21
		Rescinds: 1.700	Issued: 01/15/09

1 The Board is charged, on behalf of the public, with the responsibility for determining the educational
2 goals of the school system. In discharging that responsibility, the Board has adopted the following goals:

3 INSTRUCTION

- 4 1. To promote a plan for the organized improvement of school curriculum, including the transition
5 between elementary and secondary schools;
- 6 2. To offerings a wide range of career and service opportunities;
- 7 3. To promote an integration of academic, physical, social and emotional growth experiences for
8 each student; and
- 9 4. To promote the recognition of achievement in all endeavors (i.e., academic, athletic).

10 STUDENTS

- 11 1. To structure the instructional program to provide necessary alternatives to meet a variety of
12 individual needs and aspirations;
- 13 2. To ensure that each student's interests, capacities and objectives are considered in his/her
14 learning program;
- 15 3. To develop a comprehensive program for disabled students providing the least restrictive
16 programs; and
- 17 4. To help students gain understanding of themselves, as well as skills and techniques in living and
18 working with others and being responsible citizens.

19 PERSONNEL

- 20 1. To promote high quality performance by the staff, including both professional and support
21 personnel;
- 22 2. To establish acceptable performance standards for all personnel;
- 23 3. ~~To set goals for educator diversity that take into consideration the diversity of the student~~
24 ~~population;~~[†]

1 4. To provide in-service training and professional growth experiences for teachers and
2 administrators; and

3 5. To maintain an evaluation system for the improvement of the instructional system.

4 **OPERATIONS**

5 1. To make every effort to secure adequate funding for the educational program in support of the
6 stated goals;

7 2. To maintain an adequate system of fiscal and business management;

8 3. To develop plans for the efficient use of school facilities; and

9 4. To ensure appropriate communication between the Director of Schools and the Board.

10 The Board shall annually review these goals and revise them as necessary.

11 The Director of Schools is responsible for developing procedures and strategies to implement the goals
12 of the Board.

Legal References

- 1. State Board of Education Policy 5.700; TCA 49-1-302(g)

Cross References

- Role of the Board of Education 1.101
- Board Member Development Opportunities 1.204
- Fiscal Management Goals 2.100
- Business Management Goals 3.100
- Instructional Program 4.100
- Evaluations of Instructional Programs 4.702
- Personnel Goals 5.100
- Student Goals 6.100

Rutherford County Board of Education			
Monitoring: Review: Annually, in August	Descriptor Term: Charter School Applications	Descriptor Code: 1.901	Issued Date: 05/09/24
		Rescinds: 1.704	Issued: 07/19/23

1 *General*

2 This policy shall apply to sponsors and potential sponsors of charter schools. It shall not apply to
 3 charter schools converting from existing public schools. Proposals from existing charter school
 4 operators or replicators and applicants proposing to contract with educational service providers shall be
 5 in accordance with state law.¹

6 **APPLICATION PROCESS²**

7 A prospective charter school sponsor shall send notice to the Director of Schools of its intent sixty (60)
 8 calendar days prior to February 1st of the year preceding the year in which the proposed charter school
 9 plans to begin operation as a charter school. The Director of Schools/designee shall determine whether
 10 the sponsor has selected the correct application category within ten (10) business days of receiving the
 11 letter of intent and notify the sponsor within five (5) business days of a determination that the incorrect
 12 application category has been selected.²

13 A sponsor seeking board approval of an initial charter school application shall complete the forms
 14 provided by the ~~Department of State Board of Education~~ in coordination with the Tennessee Public
 15 Charter School Commission (“the Commission”). The application shall provide all the information
 16 required by state law. The sponsor shall demonstrate that the proposed charter school meets the
 17 purpose prescribed by state law for the formation of a charter school, and the proposed charter school
 18 will be able to implement a viable program of quality education for its students.

19 Electronic copies of applications shall be submitted to the Board and ~~Department of Education~~ and the
 20 Commission on or before 11:59 p.m. on February 1st of the year preceding the year in which the
 21 proposed charter school plans to begin operation as a charter school. If the 1st of February falls on a
 22 Saturday, Sunday, or holiday on which the school district offices are closed, applications will be
 23 accepted on the next business day on or before 11:59 p.m. Late applications will not be accepted,
 24 without exception. The sponsor shall pay an application fee of \$2,500.00.² The Director of
 25 Schools/designee shall report each application received to the Commission no later than ten (10) days
 26 after receipt.²

27
 28 The Director of Schools or his/her designee shall determine whether an application is complete within
 29 ten (10) business days of receiving the application and shall notify the sponsor within five (5) business
 30 days of the determination if the application is determined to be incomplete.³

31 **REVIEW TEAM¹**

1 If necessary, the Board shall appoint a review team to assist in reviewing and evaluating charter school
2 applications. The team shall be comprised of members of the administrative staff for the district,
3 community members, and a member of the Board with relevant educational, organizational, financial,
4 and legal experience. At the board meeting in January of each year, the Director of Schools shall make
5 a recommendation to the Board on which members of his/her administrative staff should be appointed
6 to the team. The Board shall name the members of the team at a meeting in January of each year. The
7 Board shall designate a Chair of the review team as the contact person for answering questions about
8 the application process and receiving applications. The Director of Schools shall develop an orientation
9 for the team to ensure consistent evaluation standards and the elimination of real or perceived conflicts
10 of interest.

11 The Board shall require the Director of Schools to develop a procedure for receiving, reviewing, and
12 ruling on applications for the establishment of charter schools by the review team. The procedure shall
13 include a timeline for the application and review process. A copy of the procedure, including the
14 review criteria, shall be available to any interested party upon request.

15 The review team shall:

- 16 1. Evaluate all charter school applications based on the review criteria adopted by the Board;
17
- 18 2. Recommend one of the following options to the Board for each application: approve, reject, or
19 reject with stipulations for reconsideration; and
20
- 21 3. Make recommendations for revocation, renewal, or non-renewal of charter school contracts.

22 **APPROVAL/DENIAL OF APPLICATION⁵**

23 After presentation of the review committee's findings to the Board, the Board shall rule by resolution
24 on the approval or denial of a charter school application within ninety (90) calendar days of receipt of
25 the completed application, or the application shall be deemed approved by state law. The Director of
26 Schools shall report the action taken by the Board to the Department of Education and the
27 Commission.

28 *Approval*

29 The sponsor of a charter school that is approved by the Board shall enter into a written agreement with
30 the Board which shall be binding on the charter school's governing body. The charter school agreement
31 shall be in writing and signed by the sponsor and the Board.

32 The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state
33 and local allocations or thirty-five thousand dollars (\$35,000), whichever is less.⁶

34 Charter schools approved by the Board are expected to implement the application as submitted and
35 approved. Material variations in operations from the approved application require amendment pursuant
36 to state law and the charter school agreement.⁷

1 Charter schools approved by the Board shall use the same student information system (SIS) as the
 2 district. In the event the district switches providers for the SIS, charter schools will have to adopt the
 3 new SIS without any cost to the district.

4 The Board shall not provide services to charter schools that are not requested during the application
 5 process except for those services that are required under state or federal law. Services agreed to be
 6 provided to the charter school by the Board shall be provided at board actual cost. The Board and
 7 charter school shall execute a service contract for any additional services.

8 New charter school agreements are approved for a ten (10) year period.⁸ The Board may revoke or
 9 deny renewal of a charter school agreement for any of the reasons enumerated in state law.⁹

10 *Denial*

11 If the initial charter school application is denied, the Board shall notify the sponsor in writing within ten
 12 (10) calendar days, specifying the objective reasons for the denial and the deadline by which the sponsor
 13 may submit an amended application. Upon written receipt of the grounds for denial, the sponsor shall
 14 have thirty (30) calendar days within which to submit an amended application to correct the deficiencies.
 15 The Board shall have sixty (60) calendar days either to deny or to approve the amended application, or
 16 the application shall be deemed approved by state law.⁵

17 If the amended charter school application is denied, the Board shall notify the sponsor in writing within
 18 five (5) calendar days, specifying the objective reasons for denial and the sponsor's right to an appeal.
 19 Within ten (10) calendar days of final denial, an appeal may be filed with the Tennessee Public Charter
 20 School Commission.¹⁰

Legal References

1. [TCA 49-13-106; State Board of Education Policy 6.111](#)
2. [TCA 49-13-107; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01-.01\(1\)\(b\),\(e\)](#); Public Acts of 2025, Chapter No. 275
3. [TRR/MS 0520-14-01-.01\(1\)\(i\)](#)
4. [TRR/MS 0520-14-01](#)
5. [TCA 49-13-108](#); [Public Acts of 2025, Chapter No. 275](#)
6. [TCA 49-13-128](#)
7. [TCA 49-13-110\(d\)-\(e\); TRR/MSS 0520-14-01](#)
8. [TCA 49-13-110\(c\)](#)
9. [TCA 49-13-122](#)
10. [TCA 49-13-108\(b\)\(5\)](#)

Rutherford County Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Oversight	Descriptor Code: 1.903	Issued Date: 12/15/22
		Rescinds: 1.903	Issued: 08/12/21

1 *General*

2 The Board shall oversee and annually evaluate charter schools to ensure they meet the performance
3 standards and targets set forth in the charter school agreement.¹ The Board shall create a comprehensive
4 performance, accountability, and compliance monitoring system based on the charter school agreement
5 and communicate the results to each charter school. At a minimum, the monitoring system shall address
6 academic, financial, and organizational performance standards as outlined in the charter school
7 agreement and required by the State Board of Education.¹ The Board shall utilize the results when
8 making renewal, revocation, and intervention decisions. Reports on charter school oversight shall be
9 compiled by the Director of Schools/designee and published on the district's webpage at least annually.

10 The Board shall communicate with the charter schools in its portfolio as needed, including both the
11 charter school leader and governing board, and provide timely notice of any material charter school
12 agreement violations and performance deficiencies.

13 The Board shall articulate and enforce stated consequences for failing to meet performance
14 expectations or compliance requirements.

15 **MONITORING SYSTEM**

16 The Director of Schools/designee shall implement a performance and compliance monitoring system per
17 the terms of the charter agreement. This information will be provided to the Board on an ongoing basis
18 through reports that will form the basis of renewal, revocation, and intervention decisions. To aid in this,
19 the Director of Schools/designee shall develop a reporting calendar that outlines when information
20 required by state law shall be provided by the charter school.

21 **SITE VISITS**

22 A minimum of one (1) site visit to each charter school shall be conducted annually. The purpose shall
23 be to collect data and other qualitative information that cannot be obtained otherwise. The Director of
24 Schools shall develop a site visit procedure that outlines the expectations of charter schools prior to,
25 during, and after the site visit, including review of the documents and data, classroom observations,
26 and interviews. These visits shall minimize operational interference.

27 The Board shall provide the charter school with a report that summarizes the charter school's
28 performance. The report shall provide an analysis of relevant data and include general
29 recommendations, if applicable.²

1 CHARTER SCHOOL REPORTING

2 Charter schools shall provide the information required by the charter school agreement and state law to
3 the Board. The Director of Schools shall develop a reporting calendar that defines and communicates
4 the process, methods, and timing of gathering and reporting data to the Board.²

5 By September 1st, the governing body of an approved charter school shall make a written report to the
6 Board.³ The annual report shall include:

- 7 1. A report on the progress of the charter school in achieving the goals outlined in the charter
8 school agreement;
- 9 2. A financial statement disclosing the financial health of the charter school, including the costs of
10 the administration, instruction, and other spending categories of the charter school; and
- 11 3. A detailed accounting, including the amounts and sources, of all funds received by the charter
12 school, other than the funds received per state law.⁴

15 This reporting requirement shall begin in the year after the year in which the charter school begins
16 operation.

17 Multiple charter schools overseen by a single governing board shall report their performance as
18 separate, individual charter schools. Each charter school shall be independently accountable for its
19 performance.

20 Each charter school governing body shall submit an annual audit of all accounts and records, to include
21 internal school activity and cafeteria funds, to the Board, the Commissioner of the Department of
22 Education, and Comptroller of the Treasury as soon as practical after June 30th.⁵

23 AUTHORIZER REPORTING AND REVIEW

24 By December 1st, the Board shall report to the Department of Education detailing the authorizer fees
25 collected in the previous school year and the authorizing obligations fulfilled using the fee.⁶ By
26 January 1st, the Board shall submit an annual authorizer report to the Department of Education and the
27 State Board of Education and make the report available on the district website.⁷ The Director of
28 Schools/designee shall prepare the reports and provide the information to the Board prior to
29 submission.

Legal References

1. TCA 49-13-111(d); State Board of Education Policy 6.111
2. TCA 49-13-120; Tennessee Public Charter School Commission Policy 3.300
3. TCA 49-13-120(a), (b)
4. TCA 49-13-112(a), (f)
5. TCA 49-13-127
6. TCA 49-13-128(f); Public Acts of 2025, Chapter No. 275
7. TCA 49-13-120(c); Public Acts of 2025, Chapter No. 275

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Charter School Renewal	Descriptor Code: 1.905	Issued Date: 08/12/21
		Rescinds:	Issued:

1 INTERIM REVIEW

2 The Director of Schools/designee shall conduct an interim review of a charter school in the fifth year
3 of a charter term in accordance with guidelines developed by the State Board of Education. As part of
4 this process, the charter school shall submit a report on the progress of the school in achieving the
5 goals and objectives set forth in the charter agreement.¹

6 CUMULATIVE PERFORMANCE REPORT

7 Three (3) months prior to the date on which a charter school is required to submit a renewal
8 application, the Director of Schools/designee shall submit a performance report to the charter school
9 that summarizes the school's performance record over the charter term and states the summative
10 findings concerning the school's performance and prospects for renewal.²

11 APPLICATION AND EVALUATION

12 No later than April 1st of the year prior to the year in which the charter school agreement expires, the
13 governing body of a charter school shall submit a renewal application to the Board.³ The Director of
14 Schools/designee shall report each renewal application received to the Tennessee Public Charter
15 School Commission ("the Commission") within ten (10) days of receipt.³

16 The Director of Schools/designee shall conduct a renewal evaluation site visit to each charter school
17 that submits a charter school renewal application.

18 The Board will make renewal decisions by February 1st in the year the charter school agreement
19 expires.

20 RENEWAL CRITERIA⁴

21 The Board shall define and communicate with schools the criteria for renewal that is consistent with
22 the charter agreement. The Board shall make its renewal decision based on the renewal application,
23 annual progress reports, and renewal performance report.

24 Within ten (10) days of the Board voting by resolution on a renewal application, the Director of
25 Schools/designee shall promptly notify a school of its renewal recommendation and decision,
26 including the reasons for the decision and any rights to an appeal. The Director of Schools/designee
27 shall promptly communicate renewal decisions to the school community and public as well as the
28 Department of Education and the Commission.

Legal References

1. TCA 49-13-121(k); Public Acts of 2025, Chapter No. 275
2. State Board of Education Policy 6.111
3. TCA 49-13-121(a); Public Acts of 2025, Chapter No. 275
4. TCA 49-13-121; State Board of Education Policy 6.111; Public Acts of 2025, Chapter No. 275

Rutherford County Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Revocation	Descriptor Code: 1.906	Issued Date: 08/12/21
		Rescinds:	Issued:

1 *General*

2 The Board shall revoke a charter school agreement if the charter school:¹

- 3 1. Failed to meet or make significant progress towards the minimum performance requirements
4 set forth in the charter school agreement;
- 5 2. Committed a material violation of any of the conditions, standards, or procedures set forth in
6 the charter school agreement;
- 7 3. Failed to meet generally accepted standards of fiscal management; or
8
- 9 4. Performed any of the acts that are conditions for non-approval of charter schools under state
10 law.
11
12

13 **NOTICE**

14 The Director of Schools/designee shall notify the charter school of the Board's intent to revoke the
15 charter school agreement in writing at least thirty (30) days prior to the revocation.²

16 Within ten (10) days of the Board voting to renew, not renew, or revoke a charter school agreement,
17 the Director of Schools/designee shall report the Board's decision to the Department of Education and
18 the Tennessee Public Charter School Commission. The Director of Schools/designee shall also provide
19 a copy of the Board's resolution setting forth the decision and the reasons for the decisions, and an
20 explanation of the right to appeal.³

21 **REVOCAION DUE TO PRIORITY STATUS**

22 The Board may revoke a charter school agreement if the charter school is identified as a priority school
23 under state law. Revocation shall take effect immediately following the close of the school year in
24 which the charter school is identified as a priority school.⁴

25 The Board shall revoke a charter school agreement if the charter school is identified as a priority
26 school for two consecutive cycles (beginning in 2017). Revocation shall occur immediately after the
27 close of the school year in which the charter school is identified as a priority school for the second
28 consecutive cycle.

1 Revocation under this section is final and not subject to appeal. A charter school that is scheduled to
2 close due to priority status is entitled to a review by the Tennessee Department of Education to verify
3 the accuracy of the data used to identify the public charter school as a priority school.⁴

4 **PROCEDURES FOR CLOSURE**

5 The Director of Schools shall develop administrative procedures regarding charter school closures
6 prior to the Board denying renewal or revoking a charter school agreement.⁵ These procedures shall
7 outline a detailed protocol that will ensure timely notification to parents, orderly transition of students
8 and student records, and disposition of school funds, property, and assets in accordance with state law.

Legal References

1. TCA 49-13-122(b); State Board of Education Policy 6.111
2. TCA 49-13-122(e)
3. State Board of Education Policy 6.111; Public Acts of 2025, Chapter No. 275
4. TCA 49-13-122(a)
5. TCA 49-13-130

Rutherford County Board of Education			
Monitoring: Review: Annually, in January	Descriptor Term: Surplus Property Sales	Descriptor Code: 2.403	Issued Date: 08/08/24
		Rescinds: 2.403	Issued: 09/18/19

1 The Director of Schools shall prepare a list of unusable items for Board approval. ¹ The list shall contain
2 the following information: name of item, date of purchase, and reason for disposal.

3 All unusable items shall be sold to the highest bidder after advertising in a newspaper of general
4 circulation at least seven (7) days prior to the sale.² Notice shall also be published on a news and
5 information website in accordance with state law.³

6 Surplus property which has no value or has a value less than five hundred dollars (\$500) may be disposed
7 of without the necessity of bids. In order for such disposal without bids, the Director of Schools and the
8 Board Chair shall agree in written form that the property is of no value or is less value than five hundred
9 dollars (\$500).⁴

10 If reasonable attempts to dispose of surplus properties fail to produce monetary return to the district, the
11 Board shall approve other methods of disposal.⁵

12 Surplus equipment will be auctioned off by the district at the end of the school year. The Board shall
13 approve all surplus equipment prior to the materials being disposed of at the end of the school year.

14 **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS⁶**

15 When equipment that was purchased with federal dollars is no longer needed for the original project or
16 program or for other activities currently or previously supported by a federal agency, disposition of the
17 equipment shall be made as follows:

- 18 1. Items of equipment with a current per-unit fair market value of less than ~~\$5,000~~ \$10,000 may be
19 retained, sold, or otherwise disposed of with no further obligation to the awarding agency; or
20
- 21 2. Items of equipment with a current per-unit fair market value in excess of ~~\$5,000~~ \$10,000 may be
22 retained or sold, and the awarding agency shall have a right to an amount calculated by
23 multiplying the current market value or proceeds from sale by the awarding agency's share of
24 the equipment.

Legal References

1. [TCA 49-6-2006\(b\)\(3\); TCA 49-6-2208](#)
2. [TCA 49-6-2007\(b\)](#)
3. [Public Acts of 2024, Chapter No. 793](#)
4. [TCA 49-6-2007\(d\)](#)
5. [TCA 12-2-403\(a\)](#)
6. [2 CFR § 200.313\(e\)](#)

Cross References

Duties of Officers 1.201
Inventories 2.702
Textbooks 4.401

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Bids and Quotations	Descriptor Code: 2.806	Issued Date: 08/08/24
		Rescinds: 2.806	Issued: 07/27/22

1 *General*

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

9 All purchases of fifty thousand dollars (\$50,000.00) or less, including those of individual schools, may
10 be made in the open market without newspaper notice, but shall, whenever possible, be based on at
11 least three (3) competitive bids³ if the purchase exceeds fifteen thousand dollars (\$15,000.00) for a
12 school activity fund purchase or a system-wide funds purchase.

13 The lowest and best bid shall be accepted, provided the purchaser reserves the right to reject any or
14 all bids or any part of any bid and, if applicable, to accept that bid which is best as evidenced by
15 reasons relative to the purpose of the purchase.⁴ The Board reserves the right to accept the lowest
16 responsible bidder and/or the best qualified bidder. The Board reserves the right to reject bids for good
17 cause. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid
18 received after the time and date specified shall not be considered.

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

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

22 **Electronic Bidding**

23 Invitations to bid, requests for proposals and other solicitations may be done electronically. In addition,
24 bids, proposals, and other offers may be received electronically. In order to assure the fullest possible
25 participation of small businesses and minority-owned businesses, the district shall not require such small
26 businesses and minority-owned businesses to receive or respond to invitations to bid, requests for
27 proposals, or other solicitations electronically.⁷

28 **Exemptions from Competitive Bidding**

29 Contracts for legal services, educational consultants, services from an insurance provider, and similar
30 services by professional persons or groups of high ethical standards shall not be based upon competitive
31 bids but shall be awarded on the basis of recognized competence and integrity.⁵

1 Non-Biddable Items

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

- 4 1. Subscriptions to special publications;
- 5 2. Dues and fees to organizations;
- 6 3. Specialized supplementary instructional materials;
- 7 4. Textbooks;
- 8 5. Library books;
- 9 6. Supplies, materials, and equipment from the State Prison or those purchases made through State
10 of Tennessee; and
- 11 7. Specialized technical maintenance parts and services.

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

14 Tennessee State Contract Prices

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

Legal References

1. [TCA 49-2-203\(a\)\(3\); TCA 12-3-1212; Public Acts of 2024, Chapter No. 513](#)
2. [Public Acts of 2024, Chapter No. 793](#)
3. [TCA 49-2-203\(a\)\(3\)\(A\)-\(B\); TCA 49-2-206\(b\)\(2\); TCA 12-3-1212; Public Acts of 2024, Chapter No. 513](#)
4. [TCA 49-2-203\(a\)\(3\)\(D\)\(i\)\(c\)](#)
5. [TCA 12-3-1209; TCA 12-4-107; TCA 29-20-407](#)
6. [Public Acts of 2024, Chapter No. 661](#)
7. TCA 12-4-116

Cross References

Executive Committee 1.301
Consultants 1.303
Conflict of Interest 5.601

Rutherford County Board of Education			
Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 08/08/24
		Rescinds: 3.202	Issued: 05/09/24

1 *General*

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

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

9 **FIRE AND SAFETY DRILLS**

10 The principal shall ensure that one (1) fire drill requiring full evacuation is given every thirty (30)
 11 school days, **with no more than** two (2) fire drills occurring during the first thirty (30) full days of the
 12 school year. Additionally, he/she shall ensure that four (4) fire safety educational announcements are
 13 conducted throughout the year.²

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

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

20 The district shall work with local law enforcement and the local fire department to develop a procedure
 21 for identifying the cause of fire alarm activation. This procedure must be in place by January 1, 2025
 22 and shall be reviewed and updated annually thereafter.⁴

23 **ANNUAL DRILLS⁵**

24 The principal shall ensure that the school safety team conducts each of the following type of drills
 25 annually:

- 26 1. An armed intruder drill in coordination with local law enforcement;
- 27 2. An incident command drill; and
- 28 3. An emergency safety bus drill.

29

1 AED DRILLS⁶

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

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

6 MEDICAL EMERGENCIES/PANDEMIC FLU⁷

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

11 REMOTE LEARNING DRILLS⁸

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

15 TRAINING FOR SUBSTITUTE TEACHERS

16 New substitute teachers shall receive lockdown and school security training within sixty (60) days of
17 start date with the substitute vendor.

Legal References

1. [TRR/MS 0520-01-02-.30\(2\)](#); [TCA 49-6-804](#); [TCA 49-6-805\(8\)](#)
2. [TCA 68-102-137\(b\)](#)
3. [TCA 68-102-137\(f\)](#)
4. [Public Acts of 2024, Chapter No. 563](#)
5. [TCA 49-6-807](#)
6. [TCA 49-2-122](#); [TCA 49-6-1208](#)
7. [TCA 49-6-3004\(a\), \(c\)](#); [TCA 49-5-404](#)
8. [TCA 49-2-139](#)

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: <h2 style="text-align: center;">Threat Assessment Team</h2>	Descriptor Code: 3.2031	Issued Date: 09/03/20
		Rescinds:	Issued:

1 *General¹*

2 A District-level threat assessment team shall be created within the school district to develop District-
 3 wide intervention-based approaches to prevent violence, manage reports of potential threats, and create
 4 a system that fosters a safe, supportive, and effective school environment. The Director of Schools
 5 shall appoint the members of the threat assessment team.

6 The Director of Schools shall develop administrative procedures regarding the training and operations
 7 of the team to comply with state law and State Board of Education rules and regulations.

8 **TEAM MEETINGS**

9 All threat assessment team meetings shall be closed to the public.²

10 **RECORDKEEPING³**

11 The team shall document all substantive behaviors and incidents deemed to pose a risk to school
 12 safety, or that resulted in intervention, and shall provide the information to the Director of Schools as
 13 needed but no less than on a quarterly basis.

14 A report of the activities of the threat assessment team will be compiled and shared with the Board on
 15 a quarterly basis.

16 Documents produced or obtained regarding these assessment activities will not be open for public
 17 inspection.

18 **REPORTING⁴**

19 The Director of Schools shall develop a process for providing parent(s)/guardian(s) information on
 20 credible threats of violence or significantly disruptive behavior directed toward or occurring on the
 21 grounds of the school their student attends. Such reports shall include incidents that are reported to a
 22 state or local law enforcement agency. These reports must be made within forty-eight (48) hours of the
 23 district's report to law enforcement.

24 At least once per quarter, the Director of Schools shall provide the Board with a report listing the total
 25 number of incidents reported to state and local law enforcement agency requiring notice to
 26 parent(s)/guardian(s) for the respective quarter as well as total for the year to date.

Legal References

1. TCA 49-6-2701 *et seq.*
2. TCA 49-6-2701(f)
3. TCA 49-6-2702
4. Public Acts of 2025, Chapter No. 215

Cross References

School District Records 1.407
Safety 3.201
Security 3.205
Student Records 6.600

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: School Nutrition Management	Descriptor Code: 3.500	Issued Date: 01/30/20
		Rescinds: 3.500	Issued: 06/09/16

- 1 The School Nutrition Program shall be operated on a nonprofit basis and shall comply with all rules
2 and regulations pertaining to nutrition, health, sanitation, internal accounting procedures, and service
3 of foods and will meet all state and federal and local requirements necessary for participation.¹
- 4 The system's food service supervisor will oversee the program. All products and services necessary for
5 the operation of the school nutrition department shall be procured using a procurement plan which
6 must comply with federal and state purchasing procedures.
- 7 School Nutrition may include the following programs: National School Lunch Program, Fresh Fruit
8 and Vegetable Program, School Breakfast Program, Seamless Summer Option and Afterschool Snack
9 Program. Meals and snacks that are offered shall meet the federal requirements for reimbursement as
10 defined by federal regulations.²
- 11 As required for participation in the School Nutrition Programs, the Board agrees to the following:
- 12 1. Meals must be made available to all students in attendance.
 - 13
 - 14 2. Free and reduced-price meals/snacks must be made available to students who are determined
15 eligible for these benefits.
- 16 Students will be permitted to bring their lunches from home and to purchase allowable beverages and a
17 la carte items at school.
- 18 The sale of competitive foods must be in compliance with all local procedures, but at a minimum must
19 be as stringent as the current state and federal regulations concerning competitive foods.³
- 20 Procedures for implementing guidelines established by the State Department of Education, School
21 Nutrition Program are on file in the district food service procedures manual.
- 22 **FREE OR REDUCED PRICE MEALS**
- 23 The criteria and procedures for determining a student's need and steps in securing for students no-cost
24 or reduced-cost lunches as established at the state/federal level will be outlined and made known by the
25 school nutrition department.
- 26 Students who participate in no-cost or reduced-cost meals will not be distinguished in any way from
27 students who pay the regular price. All federal guidelines and mandates will be followed with regard
28 to name disclosure.
29

1 **COMPETITIVE FOODS/VENDING MACHINES**

2 The sale of competitive foods must be in compliance with all local procedures, but at a minimum must
3 be as stringent as the current federal regulations concerning competitive food bids.

4 Vending machines in the schools will be controlled so that they will not offer competition to the school
5 lunch program or encourage poor eating habits. Machines will be serviced by the vending companies
6 with profits being run through the school books.

7 **SANITATION**

8 School Nutrition Managers shall be responsible for implementing regulations from the Department of
9 Health and assuring that school cafeterias meet acceptable standards of cleanliness at all times.
10 Inspections of food service facilities shall be conducted semi-annually in accordance with USDA
11 Guidelines. During the regular school day, authorized personnel will be allowed in the kitchen area.

12 **OFFER VS. SERVE**

13 An offer versus serve meal plan shall be available to all students. All grades may choose a minimum
14 three items at breakfast and lunch for a reimbursable meal.

15 **STUDENT CHARGE POLICY**

16 ~~In the event a student does not have adequate funds on account or in hand at the point of sale they will
17 be allowed to charge their meal. There will be no limit to the amount of reimbursable meals provided.~~

18 ~~No charges will be allowed for a la carte items.~~

19 It is the intent of the district that the School Nutrition Program provides the opportunity for each
20 student to have a nutritious meal every day. However, if circumstances require it, students may charge
21 their meal in accordance with the following:

- 22 1. All students may charge meals such that the charge balance does not exceed \$60. Students
23 will be provided an alternative meal if the charge balance exceeds \$60.
- 24 2. Only one meal may be charged per meal service per school day.
- 25 3. Adult charges are not allowed with the exception of principal approved, special event
26 and/or Teacher Appreciation Day.
- 27 4. A la carte items may not be charged.
- 28 5. A la carte purchases cannot be made if there is a negative charge balance on the account.

29 Charge notifications will be sent home weekly from the school nutrition managers at their respective
30 schools. Alternative meal selection will not be offered. All students who have inadequate funds will
31 receive the regular reimbursable meal offered that day.

32 Any losses arising from uncollectible accounts and other claims, and related costs (i.e. bad checks, bad
33 debts, etc.) are unallowable. (Tennessee Internal Uniform Accounting Policy Manual-Section 8).

1 Every attempt to collect charges will be made by the school nutrition manager and principal.

2 **EMPLOYEE CHARGE POLICY**

3 Employees will be allowed to charge lunch meals not exceeding serving days in a week. All charges
4 must be paid for at the end of the week. If charges are not paid during the week they are incurred the
5 employee will no longer be permitted to charge. The ability to charge shall be available for the months
6 of August through April. No employees can charge a meal during the month of May.

Legal References

1. TCA 49-6-2302, 2303; TRR/MS 0520-01-06-.04
2. 7 CFR § 210.10-.13
3. 7 CFR § 210.11

Cross References

Deposit of Funds 2.500
Financial Reports and Records 2.701

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: <h2 style="text-align: center;">Instructional Program</h2>	Descriptor Code: <h3 style="text-align: center;">4.100</h3>	Issued Date: <h3 style="text-align: center;">01/30/20</h3>
		Rescinds: <h3 style="text-align: center;">4.100</h3>	Issued: <h3 style="text-align: center;">08/13/15</h3>

1 *General*

2 The Board shall not discriminate on the basis of race, color, religion, sex, national origin, or disability
 3 in its instructional program or activities.¹ Discrimination shall include antisemitism, defined as a certain
 4 perception of Jews, which may be expressed as hatred toward Jews including, but not limited to,
 5 rhetorical and physical manifestations of antisemitism directed toward Jewish or non-Jewish individuals
 6 and/or their property, toward Jewish community institutions and religious facilities.²

7 **GOALS**

8 The Board approves the following instructional goals for students:

- 9 1. To acquire the knowledge and attitude necessary to achieve and maintain good physical and
10 mental health;
- 11 2. To develop the skills necessary to function as a self-directed person;
- 12 3. To develop the capacity to cope with change through an understanding of the arts, humanities,
13 and scientific processes;
- 14 4. To know the principles involved in making moral and ethical choices;
- 15 5. To develop the basic skills of reading, writing, computation, spelling, speaking, and problem
16 solving;
- 17 6. To develop a positive attitude toward the lifelong endeavor of learning;
- 18 7. To learn to identify personal talents and interests, make appropriate career choices, and develop
19 career skills;
- 20 8. To acquire knowledge and to develop skills in the management of personal and public
21 resources necessary for meeting obligations to self, family, and society;
- 22 9. To learn to act in a responsible manner;
- 23 10. To learn of the rights and responsibilities of citizens of the community, state, nation, and world;
24 and
- 25 11. To learn to understand, respect, and interact with people of different cultures, generations, and
26 races.

Legal References

1. 42 USCA § 200e *et seq.*
2. Public Acts of 2025, Chapter No. 293

Cross References

School District Goals 1.700

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Virtual Education Program	Descriptor Code: 4.212	Issued Date: 05/25/23
		Rescinds: 4.212	Issued: 07/27/22

1 *General*

2 The Rutherford County Board of Education virtual education program is a course or series of courses
3 offered by a school district to provide students a broader range of educational opportunities using
4 technology. Utilizing this program is temporary and shall not replace a student's regular instructional
5 program.¹

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

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

- 9 1. Academic remediation, enrichment, or providing students access to a wider range of courses;
- 10 2. Continuity of educational service for students who are homebound;⁴
- 11 3. Continuity of educational service for students enrolled in an alternative school;⁵
- 12 4. Continuity of educational service when the district utilizes remote instruction due to dangerous
13 or extreme weather conditions, a serious outbreak of illness affecting or endangering students
14 or staff, or during the administration of end of course examinations or other examinations as
15 allowed per state law;⁶ or
- 16 5. Continuity of educational service when the district utilizes hybrid instruction due to dangerous
17 or extreme weather conditions, or an emergency, as determined by the Director of Schools.⁷

22 **ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

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

- 26 1. Attendance;
- 27 2. Grades;
- 28 3. Technology survey; and
- 29
- 30
- 31

1 4. Appropriateness of the digital options in light of the individual student's needs and strengths.

2 **ATTENDANCE**

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

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

6 1. Students participating in a phone call/virtual calls with a teacher, with parent/guardian support
7 as appropriate for the age of the student;

8
9 2. Students participating in asynchronous virtual instruction;

10
11 3. Students completing work in a learning management system; or

12
13 4. Students submitting work via hard-copy or virtual formats.

14 **REMOVAL FROM VIRTUAL EDUCATION PROGRAM**

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

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

19 1. Notification of parent/guardian; and

20
21 2. One-on-one assessment conducted by the principal/designee regarding any learning needs and
22 academic performance.

23 **SPECIAL EDUCATION AND SECION 504**

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

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

Legal References

1. TRR/MS 0520-01-03-.05(2)
2. TCA 49-1-104(h); State Board of Education Policy 3.206
3. TCA 49-16-101; TRR/MS 0520-01-03-.05(2)(a)
4. TRR/MS 0520-01-02-.10; TRR/MS 0520-01-09-.07
5. TRR/MS 0520-01-02-.09; TCA 49-6-3402(i)
6. TCA 49-6-3004(i)
7. Public Acts of 2025, Chapter No. 484

Cross References

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

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Interscholastic Athletics	Descriptor Code: 4.301	Issued Date: 08/08/24
		Rescinds: 4.301	Issued: 07/22/21

1 *General*

2 No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be
3 treated differently from another person, or otherwise be discriminated against in any athletic program of
4 the school. Equal athletic opportunities shall be provided for members of both sexes.¹ Student athletes
5 shall only be allowed to participate in athletic activities or events that align with the student's sex
6 indicated on his/her original birth certificate.² The Director of Schools/designee shall require the
7 parent/guardian to provide the student's original birth certificate prior to participation in any
8 interscholastic athletics. If the original birth certificate is not available or does not indicate the student's
9 sex at the time of birth, the parent/guardian shall provide medical documentation showing evidence of
10 the student's sex at birth.

11 Interscholastic athletics shall be administered as a part of the regular school program and shall be the
12 principal's responsibility. Principals shall ensure that school regulations regarding participation in a sport
13 are reasonable. Athletic schedules shall be filed in each principal's office. The principal/designee shall
14 accompany an athletic team on trips. Transportation of teams to athletic games is approved by the Board,
15 provided the team's school reimburses the Board for mileage.

16 Bylaws of the Tennessee Secondary School Athletic Association shall regulate the operation and control
17 of athletics.³ The Director of Schools shall develop a code of conduct for all coaches to follow in order
18 to ensure the health and safety of athletes.⁴

19 **INSURANCE & PHYSICAL EXAMINATIONS**

20 In the event that the school's insurance provider does not extend coverage to an athlete, the athlete shall
21 provide proof of independently secured catastrophic coverage and liability coverage, with the school
22 district as a named insured, of not less than the limits set forth in state law.⁵ It shall be the responsibility
23 of the parent(s)/guardian(s) to provide health and hospitalization insurance for all students participating
24 in interscholastic athletics.

25 Prior to participation in interscholastic athletics, every student shall complete an annual physical
26 examination.⁶ The parent(s)/guardian(s) of each student shall be responsible for covering the cost of the
27 examination, and these records shall be on file in the principal's office.

28 **SCHEDULING CONFLICTS**

29 No principal or teacher shall dismiss his/her school or any group of students for the purpose of attending
30 the practice of any interscholastic sport during the school day without written permission from the
31 Board.⁷ This does not prevent regular physical training lessons in the daily school program. The Board
32 authorizes the Director of Schools to approve participation in all post-season tournaments, playoffs, or

1 the other post-season athletic events if a school becomes eligible to participate in such post-season
2 athletic event prior to the next regularly scheduled meeting of the Board of Education. It shall be the
3 duty of the principal to contact the Director of Schools office to obtain the necessary approval.

4 Students shall not be disqualified from participation on a school athletic team solely on the basis of
5 participation in another sport except where the season overlaps by more than two weeks.

6 Students who move out of their school area but wish to continue attendance in the original school may
7 continue to participate in athletics, providing a zone exemption has been approved unless prohibited by
8 TSSAA regulations. The Board specifically forbids the recruitment of students in any fashion.

9 Students shall not be required to attend a school athletic event, or event related to participation on a
10 school athletic team, if the event is on an official school holiday, observed day of worship, or religious
11 holiday. The student's parent/guardian shall notify the coach in writing three (3) full school days prior
12 to the event.⁸

13 **SEVERE WEATHER⁴**

14 Severe weather is any type of weather that could impede the safety of any athlete by compromising the
15 playing conditions of the interscholastic sport. Severe weather includes, but is not limited to, thunder,
16 lightning, and extreme temperatures. When severe weather is forecasted, suspension of play shall be
17 discussed with players, coaches, and officials, as applicable.

18 Beginning in the 2022-2023 school year, all coaches who oversee or participate in outdoor training,
19 practice, or competition shall annually complete a heat illness prevention course approved by the
20 Tennessee Department of Health as well as receive training on activity modifications based on
21 environmental conditions.

22 **PROHIBITION AGAINST HAZING**

23 Coaches, employees, and volunteers of the school district shall not encourage, permit, condone, or
24 tolerate hazing activities.⁹

25 **HOME SCHOOL STUDENT PARTICIPATION¹⁰**

26 Home school students shall be permitted to participate in accordance with TSSAA or TMSAA
27 guidelines. If a school is not a member with these organizations, home school students that are zoned for
28 the school shall be permitted to participate in interscholastic athletics to the same extent as other students.

29 **VIRTUAL SCHOOL STUDENT PARTICIPATION¹¹**

30 Virtual school students shall be permitted to participate in accordance with TSSAA or TMSAA
31 guidelines. If a school is not a member with these organizations, virtual school students that are zoned
32 for the school shall be permitted to participate in interscholastic athletics to the same extent as other
33 students.

Legal References

1. [34 CFR § 106.41; 20 USCA § 1681 et seq.](#)
2. [TCA 49-6-310\(a\)](#)
3. [TRR/MS 0520-01-02-.08\(1\)](#)
4. [TCA 49-6-3601](#)
5. [TCA 29-20-403](#)
6. [20 USCA § 1232h\(c\); TRR/MS 0520-01-13-.01\(1\)\(a\)](#)
7. [TCA 49-6-1002\(a\)](#)
8. [TCA 49-6-1002\(c\)](#)
9. [TCA 49-2-120](#)
10. [Public Acts of 2024, Chapter No. 658](#)
11. [Public Acts of 2025, Chapter No. 173](#)

Cross References

Special Use of School Vehicles 3.402
Student Insurance Program 3.601
Extracurricular Activities 4.300
Attendance 6.200

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
20 5. Materials shall not be removed on the sole grounds that the item is religious.

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

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

1

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

7 **COMPLAINTS⁴**

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

- 10 1. Inform the complainant of the selection procedures and make no commitments.
- 11
- 12 2. Request the complainant to submit a Request for Reconsideration of Library Materials form to
13 the principal and the Assistant Superintendent for Curriculum and Instruction.
- 14
- 15 3. Inform the principal (and other appropriate personnel).
- 16
- 17 4. Keep challenged materials available for use during the reconsideration process.
- 18
- 19 5. Upon receipt of the completed form, the principal and Assistant Superintendent for Curriculum
20 and Instruction shall notify the Director of Schools, who shall notify the Board.
- 21
- 22 6. The principal shall request review of the challenged materials through an ad hoc materials
23 review committee within thirty (30) calendar days for the purpose of making a recommendation
24 to the principal. The committee shall include a certified library media specialist, classroom
25 teachers, and one or more parents. The principal shall provide the Committee with a copy of the
26 challenged materials. The Committee will inform the principal of their recommendation.
27 Complaints will be reviewed in the following order if multiple complaints are received
28 contemporaneously: parent/guardian complaints, student complaints, and employee complaints.
- 29
- 30 7. The following steps should occur after receiving the challenged materials:
 - 31
 - 32 a. Read, view, or listen to the contested material in its entirety;
 - 33 b. Check general acceptance of the material by reading recognized and evaluative reviews;
 - 34 c. Determine the extent to which the material is appropriate for the age and maturity levels
35 of the students who have access to the materials and whether the material is suitable for,
36 and consistent with, the educational mission of the school; and
 - 37 d. Complete the appropriate Checklist for Reconsideration of Library Materials, judging
38 the material for its strength and value.
 - 39

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

1
2 The Board shall evaluate the recommendations of the principal and the Director of Schools along with
3 the material to determine whether the material is appropriate for the age and maturity levels of the
4 students who have access to the materials and whether the material is suitable for, and consistent with,
5 the educational mission of the school. The Board shall review the findings and issue a decision within
6 sixty (60) calendar days from which the complaint was received. The decision of the Board is final.
7
8 If the Board does not make a determination within sixty (60) days from the date on which the complaint
9 was received, then the student, student's parent or guardian, or school employee who submitted the
10 complaint on the material may request the state textbook and instructional materials commission to
11 evaluate the material, pursuant to TCA §49-6-2201(m)(1)(D).

12 **REMOVAL OF LIBRARY MATERIALS**

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

18 **NOTIFICATION**

19 The Board shall be notified when any library materials are challenged or removed pursuant to this policy.
20 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 November	Descriptor Term: Use of the Internet	Descriptor Code: 4.406	Issued Date: 05/09/24
		Rescinds: 4.406	Issued: 07/27/22

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

4 **Employees**

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

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

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

27 **Students**

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

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

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

12 INTERNET SAFETY MEASURES²

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

- 15 • Controlling access by students to inappropriate matter on the internet
- 16 • Safety and security of students when they are using electronic mail, chat rooms, and other
17 forms of direct electronic communications
- 18 • Preventing unauthorized access, including "hacking" and other unlawful activities by
19 students online
- 20 • ~~Unauthorized disclosure, use, and dissemination of personal information regarding~~
21 ~~students~~
- 22 • Restricting students' access to materials harmful to them; and
- 23 • Preventing students from using internet access provided by the district to access websites,
24 web applications, or software that does not protect students against the disclosure, use, or
25 dissemination of their personal information.

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

- 29 • Utilizing technology that blocks or filters internet access (for both students and adults) to
30 material that is obscene or pornographic³
- 31 • Prohibiting and preventing a user from sending, receiving, viewing, or downloading
32 materials that are deemed to be harmful to minors⁴
- 33 • Maintaining and securing a usage log
- 34 • Monitoring online activities of students²

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

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

1 Complaints alleging a violation of the internet safety measures shall be submitted to Chief Academic
2 Officer. All complaints shall be reviewed to determine how to appropriately respond.

3 **E-MAIL**

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

9 **INTERNET SAFETY INSTRUCTION⁶**

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

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

16 **SOCIAL NETWORKING**

17 1. Students are prohibited from accessing social media platforms using district internet except when
18 expressly authorized by a teacher for educational purposes.⁷

19 2. District staff who have a presence on social networking websites are prohibited from posting data,
20 documents, photographs, or inappropriate information that is likely to create a material and substantial
21 disruption of classroom activity.

22 3. District staff are prohibited from accessing personal social networking sites on school computers or
23 during school hours except for legitimate instructional purposes.

24 4. The Board discourages district staff from socializing with students on social networking websites.
25 The same relationship, exchange, interaction, information, or behavior that would be unacceptable in a
26 non-technological medium is unacceptable when done through the use of technology.

27 **VENDOR CONTRACTS⁸**

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

Legal References

1. [TCA 39-14-602](#)
2. [47 USCA § 254 \(h\)\(5\)\(A\) – \(C\)](#), [254\(l\)](#); [47 CFR § 54.520\(c\)\(1\)\(i\)](#); [20 USCA § 7131](#); Public Acts of 2025, Chapter No. 195
3. [TCA 49-1-221\(a\)\(1\)\(C\)\(i\)](#)
4. [TCA 39-17-901](#); [TCA 49-1-221\(a\)\(1\)\(C\)\(ii\)](#)
5. [TCA 10-7-512](#)
6. [TCA 49-1-221\(a\)\(1\)\(E\)](#)
7. Public Acts of 2025, Chapter No. 195
8. [TCA 49-1-221\(c\)](#)

Cross References

Use of Email 1.805
School and System Websites 4.407
Controversial Materials 4.801
Student Publications 6.704

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Grading System	Descriptor Code: 4.600	Issued Date: 08/08/24
		Rescinds: 4.600	Issued: 01/11/24

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

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

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

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

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

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

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

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

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

1 Middle school students taking high school courses and high school students taking online courses, will
2 have their grades recorded on the high school transcript with the earned letter grade and corresponding
3 grade point average (GPA).

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

- 6 • Honors Courses – three (3) percentage points;
- 7 • Local and Statewide Dual Credit, Capstone Industry Certification Aligned– four (4) percentage
8 points. If a student does not sit for the culminating exam, one (1) percentage point from each
9 semester will be removed.
- 10 • Advanced Placement, Cambridge International, College Level Exam Program (CLEP),
11 International Baccalaureate Courses, and Dual Enrollment Courses – five (5) percentage points.
12 If a student does not sit for the culminating exam, two (2) percentage points from each semester will be
13 removed. For courses that do not offer a culminating exam, no points will be removed.

14 ~~Students enrolled in Local Dual Credit, Statewide Dual Credit, Advanced Placement, Cambridge~~
15 ~~International, College Level Exam Program (CLEP), and International Baccalaureate courses must sit~~
16 ~~for the culminating exam in order to receive the additional percentage points. If a student does not sit for~~
17 ~~the culminating exam, the District will remove the rigor points the semester the exam is taken.~~

18 High School courses taken by middle school students will receive honors credit only if taught at the
19 honors level.

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

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

28 A student must attain an average grade of sixty (60) or better to pass a course.

29 If one semester grade is passing and one is failing and the average of the two semesters is below sixty
30 (60), only the semester which is failing must be repeated to earn full credit. The second semester of the
31 course is not required to be completed within the same school year. If one semester is repeated the two
32 grades may be averaged.

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

35
36

1 GRADING IN PERFORMING ARTS COURSES AND CO-CURRICULAR ACTIVITIES

2
3 Participation in performing arts courses (such as band, orchestra, choir, theatre, and others) may
4 include course requirements that extend beyond the regular school day. Examples include rehearsals,
5 performances, workshops, competitions, and other events as required by the course and teacher.
6 Students may receive grades for those course activities that take place outside of school hours.
7 Teachers must make students and guardians aware of any required/graded participation outside of
8 school hours at the beginning of the course.

9 Students must notify the teacher as soon as possible if there is a conflict with any required/graded
10 course events. For excused absences (as defined by Board Policy 6.200), the student will be
11 responsible for completing make-up work as assigned by the teacher. For unexcused absences, students
12 who miss a required/graded course event may complete a make-up assignment at the teacher's
13 discretion.

14 LOTTERY SCHOLARSHIPS³

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

18 Seniors may apply for the Tennessee HOPE Scholarship by completing the Free Application for Federal
19 Student Aid (FAFSA). The FAFSA is available online at <https://studentaid.gov>. Students shall be made
20 aware of all applicable FAFSA deadlines and encouraged to submit applications in a timely manner.

21 K-8 school counselors should explain the HOPE Scholarship and its requirements to their students and
22 impress upon them the benefits of making good grades.

23 EARLY POSTSECONDARY OPPORTUNITIES & SCHOLARSHIP AWARENESS

24 Each school year, prior to scheduling courses for the following school year, schools teaching students in
25 grades 8-11 shall provide Early Postsecondary Opportunities (EPSO) and scholarship awareness
26 activities for students and their parents.⁴

Legal References

1. [TRR/MS 0520-01-03-.02; State Board of Education Policy 3.301; TCA 49-6-407](#)
2. [TCA 49-2-203\(b\)\(16\); TCA 49-2-301\(b\)\(1\)\(H\)](#)
3. [TCA 49-4-904, 907](#)
4. [TCA 49-4-932\(f\)](#)

Cross References

- Alternative Credit Options 4.209
- Credit Recovery 4.210
- Reporting Student Progress 4.601
- Honor Roll, Awards, & Class Ranking 4.602
- Promotion and Retention 4.603
- Transcript Alterations 4.608

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Reporting Student Progress	Descriptor Code: 4.601	Issued Date: 08/15/13
		Rescinds: 4.601	Issued: 01/15/09

1 Student progress reports shall be provided at least once during each grading period during the school
2 year. The reporting procedure shall be in writing and shall be uniform for all reporting periods during
3 each school year.¹ ~~Each report shall be signed by the parents and returned promptly to the school. The~~
4 ~~Director of Schools shall develop a reporting procedure that includes how parents can access this~~
5 ~~information online.~~¹

6 Student progress reports shall indicate the students' conduct, attendance and academic progress and
7 other information necessary to communicate effectively with the parents. For students in grades
8 kindergarten through eight (K-8), the student's score on the most recently administered universal
9 reading screener shall also be included along with the results of a dyslexia screener, if applicable.²

10 In addition to the regular progress reports, principals and teachers are encouraged to confer with
11 parents on the educational progress of their children. Teachers shall consult with parents of students
12 who are working at an unsatisfactory level or whose performance shows a marked or sudden
13 deterioration. Parents shall be notified by the teacher as early in the school year as possible if the
14 retention of a student is being considered.

15 DRIVER'S LICENSE REVOCATION

16 Any student fifteen (15) years of age or older who becomes academically deficient shall be reported to
17 the Department of Safety for driver's license revocation.

18 A student shall be deemed academically deficient if he/she has not received passing grades in at least
19 three (3) full unit subjects or their equivalency at the end of semester grading.

20 A copy of the notice sent to the Department of Safety by the attendance teacher or the director of
21 schools or his/her designee shall also be mailed to the student's parent or guardian.²

22 PARENT CONFERENCES

23 At least two (2) times during the school year, conferences shall be scheduled in which parents and
24 teachers may discuss any pertinent problems or other matters of concern regarding the development
25 and education of each student. These scheduled conferences shall not use any portion of the 180 days
26 of classroom instruction.³ The director of schools shall be responsible for scheduling and coordinating
27 systemwide conferences.

28 Conferences shall be physically accessible to all students, parents and/or guardians.⁴

Legal References:

1. TRR/MS 0520-1-3-.05(3)(a); TCA 49-6-901
2. Public Acts of 2025, Chapter No. 330

3. TCA 49-6-7002
4. 28 CFR § 36.201-2

Cross References:

- School Calendar 1.800
- Section 504 & ADA Grievance Procedures 1.802
- Grading System 4.600
- Staff Time Schedules 5.602
- Attendance 6.200

Rutherford County Board of Education				
Monitoring: Review: Annually, in November	Descriptor Term: Grade Point Average (GPA) (9-12)		Descriptor Code: 4.602	Issued Date: 08/08/24
			Rescinds: 4.602	Issued: 01/11/24

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	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 4 percentage points to the grades used to calculate the semester average*	Will include the addition of 5 percentage points to the grades used to calculate the semester average*
B=3 QP	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 When the district is not provided with numerical grades from the school the student is transferring from,
 13 which includes Dual Enrollment courses taken at an institute of higher education (IHE), the school
 14 district will convert the letter grade to a numeric grade based upon the following conversion:
 15

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

1

2 The additional ~~four (4)~~ **five (5)** percentage points for Dual Enrollment courses will then be added to the
3 student's final grade.

4

Valedictorian/Salutatorian Criteria:

5

1. The valedictorian/salutatorian shall be the student(s) who attain(s) the highest grade point
6 average for grades 9-12 and;

7

2. The valedictorian/salutatorian shall have taken a minimum of twelve (12) honors or above
8 honors level courses and;

9

3. The valedictorian/salutatorian shall meet all requirements for a student graduating with
10 distinction pursuant to the Tennessee Board of Education's criteria and a student graduating
11 with honors.

12

4. In the event multiple students meet the aforementioned criteria, then the highest achieved
13 ACT composite, not superscore, will serve as the final determination criteria.

14

5. The requirements for valedictorian/salutatorian must be completed by April 15th of the
15 student's graduating year.

16

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

18

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

19

20

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

24

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

25

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 December	Descriptor Term: Graduation Requirements	Descriptor Code: 4.605	Issued Date: 08/08/24
		Rescinds: 4.605	Issued: 01/11/24

1 *General*

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

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

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

- 9 1. Achieve the RCS-required twenty-three units of credit;
 - 10 a. Students who have been identified as homeless, migrant, foster, military, ESL or Special
11 Education shall only be required to meet the minimum requirements for graduation
12 established by the State Board of Education.
- 13 2. Beginning with the 2024-2025 cohort, students must earn at least one (1) credit of computer
14 science in high school;
- 15 3. Have satisfactory records of attendance and conduct;
- 16 4. Take the ACT or SAT in the 11th grade if enrolled in a Tennessee public school during their
17 11th grade year;² and
- 18 5. Pass a United States civics test.³

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

20 **SPECIAL EDUCATION STUDENTS⁴**

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

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

25 *Special Education Diploma*

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

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

1 3. Maintained satisfactory records of attendance and conduct.

2 *Occupational Diploma*

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

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

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

13 *Alternate Academic Diploma*

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

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

23 **STUDENT LOAD**

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

27
28 **EARLY GRADUATION⁷**

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

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

- 33 1. Move on When Ready Program:
 - 34 a. Earn the required seventeen (17) credits;
 - 35 b. Scores at the on-track or mastered level on each end-of-course assessment taken;
 - 36 c. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;

- 1 d. Scores at minimum a twenty-five (25) on the mathematics and English portions of the ACT;
- 2 e. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 3 f. Complete at least two (2) types of the following courses:
 - 4 AP;
 - 5 IB;
 - 6 Dual enrollment; or
 - 7 Dual credit.
- 8 2. A student who does not participate in the Move on When Ready program may still graduate
- 9 earlier than the end of their senior year of high school, provided the student meets all of the
- 10 graduation requirements set by Rutherford County Schools.

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

13 Students who graduate early shall be allowed to participate in prom and graduation activities only.
14 Participation in CTE programs such as FFA, HOSA, DECA, etc., and clubs shall be at the discretion of
15 the Director of Schools for unique and exceptional circumstances only.

16 **COURSE SUBSTITUTIONS⁸**

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

19 The following list includes other allowable course substitutions:

- 20 1. Integrated Math III or Algebra II:
 - 21 a. Dual-Enrollment College Algebra;
 - 22 b. IB Mathematics: Applications & Interpretations I SL
- 23 2. Chemistry
 - 24 a. Dual-Enrollment College Chemistry;
 - 25 b. AP Chemistry
- 26 3. Physics
 - 27 a. Dual-Enrollment College Physics;
 - 28 b. AP Physics;
 - 29 c. Cambridge Physics
- 30 4. Biology
 - 31 a. Dual-Enrollment College Biology;
 - 32 b. AP Biology
- 33 5. World History and Geography
 - 34 a. Dual-Enrollment College World History or Geography;
 - 35 b. AP Human Geography, AP European History or AP World History

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

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

- 1 The Director of Schools or his/her designee shall be responsible for creating any necessary administrative
- 2 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 December	Descriptor Term: Graduation Activities	Descriptor Code: 4.606	Issued Date: 08/08/24
		Rescinds: 4.606	Issued: 01/11/24

1 Students who have met all graduation requirements on the day of graduation may participate in
2 graduation ceremonies which are held at the end of the school year. Students who are within two (2) or
3 fewer credits of meeting all requirements¹ and can complete the requirements during the summer may
4 participate in graduation activities conducted at the end of the summer school session.

5 Students are expected to participate in all graduation activities, and graduation apparel shall be
6 determined by the administration of each school and shall be the personal expense of each student. Any
7 fees required for graduation ceremonies shall be waived for students who are eligible to receive free or
8 reduced price lunches, and in such cases, the school shall assume responsibility for payment of fees.²

9 Seniors who exceed ten (10) or more unexcused absences during the school year may not participate in
10 the school's graduation ceremony. Appeals of this procedure shall be made to the principal.

11 If a senior is enrolled at an alternative school at the end of the school year, the student shall be allowed
12 to participate in graduation activities unless the student has accrued ten (10) or more unexcused absences,
13 not to include absences from out of school suspension. Absences resulting from out of school
14 suspension shall not be considered an unexcused absence. To participate, the offense must not have
15 been a zero tolerance offense and the student must be in good standing at the alternative school. Appeals
16 of this procedure shall be forwarded to the student's home school for consideration by the principal.

17 Graduation ceremonies shall be physically accessible to all students, their parents and/or guardians, and
18 other interested citizens.³

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

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

26 Students who do not wish to participate in graduation activities shall notify the school principal in writing
27 at least five (5) days prior to the day of graduation. Non-participating students shall receive their
28 diplomas or certificates from the principal's office within one (1) week of the day of graduation.

29 The ceremony and all activities included shall not be religious in nature.⁴ The content of any students'
30 speeches shall not reflect the endorsement, sponsorship, position, or expression of the school, employees,
31 or board.

1 The Director of Schools shall develop procedures to ensure that students are recognized at graduation
2 ceremonies for the following achievements:⁵

- 3 • District Academic Honors;
- 4 • State Honors;
- 5 • State Distinction;
- 6 • Tri-Star Scholar;
- 7 • Tennessee Seal of Biliteracy;
- 8 • Students voluntarily completing at least ten (10) hours of community service each semester the
9 student is in attendance at a public high school;
- 10 • Students receiving a gold or platinum medal on National Career Readiness Certificate
11 (WorkKeys);
- 12 • Work Ethic Distinction; and
- 13 • Industry 4.0 Distinction.

Legal References

1. [TCA 49-6-405\(b\)\(2\)](#)
2. [TCA 49-2-114](#)
3. [28 CFR § 36.201](#)
4. [Lee v. Weisman, 505 U.S. 577\(1992\), 112 S. Ct. 2649, 120 L. Ed. 2d 467 \(1992\)](#)
5. [State Board of Education Policy 2.103; TCA 49-6-6010](#)

Cross References

Section 504 & ADA Grievance Procedures 1.802
Student Fees and Fines 6.709

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="text-align: center;">Personnel Goals</h2>	Descriptor Code: 5.100	Issued Date: 05/04/21
		Rescinds: 5.100	Issued: 01/15/09

1 Through its personnel policies, the Board shall establish a school environment that will attract and
 2 maintain the best qualified person whose mission will be to provide the best possible learning
 3 opportunities for the students. The Board's goals are:

- 4 1. To ensure that the Director of Schools recruits and employs the best qualified individuals to
 5 staff the school district;
- 6 2. To provide compensation, benefits, and working environment sufficient to attract and retain
 7 qualified employees;
- 8 3. ~~To set goals for educator diversity that take into consideration the diversity of the student~~
 9 ~~population;~~[†]
- 10 4. To provide in-service training opportunities for all employees to improve their performance;
 11 and
- 12 5. To conduct an evaluation program for certified employees that will contribute to the
 13 continuous improvement of staff performance.
 14

Legal References

1. [TCA 49-1-302\(g\); Public Acts of 2025,
Chapter No. 494](#)

Cross References

School District Goals 1.700

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Assignment / Transfer	Descriptor Code: 5.115	Issued Date: 08/08/24
		Rescinds: 5.115	Issued: 06/05/14

1 **ASSIGNMENT**

2 The Director of Schools shall assign personnel to the various schools or departments by June 15 preceding the
3 school year for which such persons are employed while allowing each principal or immediate supervisor to assign
4 more specific responsibilities within each school.¹

5 Assignment of employees shall be made by the Director of Schools based on the recommendation of the
6 appropriate division director and/or building principal. The assignment shall be determined by the applicant's
7 training, experience, and ability to perform the duties of the position and in the best interest of the schools.

8 Extra assignments for which supplements are provided and upon which initial employment was based may not be
9 relinquished in part by the employee without the approval of the person making the assignment. Other assignments
10 for which supplemental salary is provided shall be made on an annual contract basis.

11 **TRANSFER (to move from one school or administrative unit to another)**

12 The Director of Schools shall transfer employees as necessary for the efficient operation of the schools.² Transfers
13 shall be non-discriminatory and shall not be arbitrary or capricious. The Director of Schools is responsible for
14 developing and disseminating procedures for transfers.

15 All employees transferred shall receive written notification of the transfer prior to the transfer.

16 The Board shall be notified of involuntary transfers at its next regular scheduled meeting by the Director of Schools
17 via email.

18 Transfers shall be made in accordance with board policy and state law.

19 **REASSIGNMENT (to move to another assignment within the same school or administrative unit)**

20 Reassignments shall be non-discriminatory and shall not be arbitrary or capricious. Employees shall be reassigned
21 as necessary for the efficient operation of the schools. The Director of Schools is responsible for developing and
22 disseminating procedures for reassignments.

23 Reassignments shall be made by the employee's immediate supervisor with approval by the Director of Schools.

Legal References

1. [TCA 49-2-301\(b\)\(1\)\(L\)](#); [TCA 49-5-401](#); [TCA 49-2-303\(b\)\(3\)](#)
2. [TCA 49-2-301\(b\)\(1\)\(CC\)](#); [TCA 49-5-510](#)

Cross References

- Nepotism 1.108
- Line and Staff Relations 5.101
- Job Descriptions 5.103
- Recruitment of Employees 5.105

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Employment of Retirees	Descriptor Code: 5.119	Issued Date: 05/25/23
		Rescinds: 5.119	Issued: 07/27/22

1 *General*¹

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

4 Prior to commencement of reemployment, the Director of Schools shall provide the required
5 employment information to the Tennessee Consolidated Retirement System (TCRS). In order to be
6 eligible for employment after retirement, a TCRS member must comply with the following:

7 1. The retired member must have a bona fide separation of service which includes a separation of at least
8 sixty (60) calendar days and no previous agreement to return to work after retirement; and

9 2. The retired member may not accrue additional retirement benefits as a result of the member's
10 reemployment and may not draw disability retirement benefits.

11 Retired teachers shall be eligible to accrue sick days as a regular certified employee but are not eligible
12 to receive compensation for accrued days not used.

13 **EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS²**

14 Teachers who retire under the Tennessee Consolidated Retirement System (TCRS) may be employed
15 for up to one hundred twenty (120) days per year without loss of retirement benefits. Retired teachers
16 may substitute teach for additional days ~~if the Director of Schools certifies in writing to the Division of~~
17 ~~Retirement that no other qualified personnel are available to substitute teach.~~³

18 To continue receiving TCRS benefits, the following conditions must be met in addition to the general
19 standards above:

20 1. During a twelve-month period, the retiree must not work more than one hundred twenty (120) days;
21 and

22 2. The retired member's compensation must not exceed 60% of the annual full-time salary received in
23 the year immediately prior to the member's last paid day of covered employment. This amount shall be
24 adjusted by five percent (5%) for each year after that date.

25 The retired member may work beyond one hundred twenty (120) days as a substitute teacher if the
26 payment does not exceed the rate of compensation for substitute teachers filling similar vacant
27 positions.

~~EMPLOYMENT CONTRACTS FOR ONE YEAR~~

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

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

~~ADDITIONAL EMPLOYMENT OPTION FOR RETIREES³~~

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

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

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

~~Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state law. The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment~~

1 equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five
2 percent (5%) of the retired member's pay rate.

3 **HARD TO FILL POSITIONS³**

4 The Director of Schools may contract with retired members for hard to fill positions if the following
5 conditions are met in addition to the general standards above:

6 1. During the reemployment, the retirement benefit payable to the retiree must be reduced to
7 seventy percent (70%) of the retirement allowance the member would have otherwise been
8 entitled to receive; and

9 2. The retired member's reemployment must not exceed one (1) year, but the retired member
10 may be reemployed for additional one-year periods per state law.

11 The Director of Schools shall certify to TCRS that the employee is being rehired in a hard-to-fill
12 position. In order to qualify, one or more of the following conditions must be established:

13 1. It is difficult to recruit and retain qualified employees for the position;

14 2. The position requires specialized certification, credentials, or education;

15 3. The demand for the position exceeds the supply;

16 4. The position is in high demand in the marketplace;

17 5. The position is filled by key personnel;

18 6. The position requires specific skills and experience; or

19 7. The position has other unique recruitment or retention issues identified and documented by
20 the Director of Schools.

21 Once the retired member is hired, the district shall pay TCRS the greater of: (1) a payment equal to the
22 amount the employer would have contributed to the retirement system during the period of
23 reemployment; or (2) an amount equal to five percent (5%) of the retired member's earnable
24 compensation

Legal References

1. TCA 8-36-805; TCA 8-36-809; Public Acts of 2025, Chapter No. 159
2. TCA 8-36-805; Public Acts of 2025, Chapter No. 159
3. TCA 8-36-809; Public Acts of 2025, Chapter No. 159

Cross References

Application and Employment 5.106
Substitute Teachers 5.701

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Personal and Professional Leave	Descriptor Code: 5.303	Issued Date: 05/09/24
		Rescinds: 5.303	Issued: 09/18/19

1 Personal and professional leave shall be granted in accordance with the laws of the State of Tennessee
2 and the rules and regulations of the State Board of Education.¹

3 The Director of Schools shall develop procedures for granting personal leave to employees.

4 All certified and classified personnel shall be able to retain up to five (5) earned personal days. Any
5 personal leave days beyond the five (5) shall be credited as sick leave.

6 If, at the termination of services, any employee has been absent for more days than leave has been earned,
7 an amount sufficient to cover the excess days used shall be deducted from the employee's final salary
8 payment.²

9 Subject to the following conditions, personal leave may be taken at the discretion of the employee:

- 10 1. Except in emergency, each employee shall give the principal/supervisor at least one day's notice
11 in writing of intent to take leave;
- 12 2. The approval of the principal of the school shall be required:³
 - 13 a. If more than ten percent (10%) of the teachers in any given school request its use on the
14 same day;
 - 15 b. If requested during any prior established student examination period;
 - 16 c. If requested on the day immediately preceding or following a holiday or vacation period;
 - 17 d. If personal leave is requested for days scheduled for professional development or in-
18 service training, according to a school calendar adopted by the local board of education
19 prior to the commencement of the school year; or
 - 20 e. If personal leave is requested for days scheduled for parent-teacher conferences,
21 according to a school calendar adopted by the local board of education prior to the
22 commencement of the school year.

23 Professional leave is a short, temporary absence for the purpose of attending workshops and other
24 meetings relating to school business or serving on boards and commissions which meet during daytime
25 hours when appointed by a mayor, city council, county executive or county commission.³

26 Requests shall be submitted to the principal at least five (5) days prior to requested leave of absence.

Legal References

1. [TCA 49-5-711\(a\); TRR/MS 0520-01-02-.04\(3\)](#)
2. [TCA 49-5-711\(b\)](#)
3. [TCA 49-5-711\(c\)\(1\)](#)

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date: 07/19/23
		Rescinds: 5.305	Issued: 10/31/18

1 **PURPOSE**

2 To entitle employees to take reasonable leave for medical reasons, for the birth or adoption of a child,
3 and for the care of a child, spouse or parent who has a serious health condition.

4 **ELIGIBILITY**

5 Anyone who has been employed for at least twelve (12) months by the school district and anyone who
6 has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for
7 service for purposes of FMLA eligibility¹) during the previous twelve-month period shall be eligible to
8 use FMLA leave.²

9 **GENERAL PRINCIPLES**

10 An eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave during a fixed
11 calendar year for the following reasons:

- 12 1. The birth of a child;
13
14 2. The placement of a child with the employee for adoption or foster care;
15
16 3. A serious health condition of the employee that makes the employee unable to perform the
17 essential functions of his or her job position;
18
19 4. The care of a spouse, child, or parent of the employee who has a serious health condition; and
20
21 5. Any qualifying circumstances arising out of the fact that a spouse, child, or parent of the
22 employee is on covered active duty or has been notified of an impending call or order to
23 covered active duty in the Armed Forces.

24 Granting of leave under this policy shall be subject to, and in accordance with, the provisions of
25 applicable federal and state laws. An employee may substitute accrued paid leave for unpaid time. Use
26 of accrued paid leave shall run concurrently with and be counted toward the employee's total period of
27 FMLA leave.
28

1 MATERNITY/PATERNITY LEAVE

- 2 1. *Relationship between FMLA leave and Tennessee Maternity Leave Act*- FMLA leave shall run
3 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible
4 employees leave for a period not to exceed four (4) months for the adoption, pregnancy,
5 childbirth, and nursing of a newborn child.³
6
- 7 2. *Teachers' Leave*- In accordance with state law, any teacher who goes on maternity leave shall be
8 allowed to use all or a portion of the teacher's accumulated sick or annual leave for maternity
9 leave purposes. In order to be eligible to use sick leave, written request of the teacher
10 accompanied by a statement from the teacher's physician verifying pregnancy shall be submitted.
11 Upon verification by a written statement from an adoption agency or other entity handling an
12 adoption, a teacher may also be allowed to use accumulated leave for adoption of a child. If both
13 adoptive parents are teachers employed by the district, however, only one (1) parent is entitled
14 to use such leave.⁴
15

16 Spouses who are both eligible employees of the school district are limited to a combined total of
17 twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken
18 for the birth and care of a newborn child, for the placement of a child for adoption or foster care,
19 or to care for a parent who has a serious health condition. Under certain circumstances, spouses
20 who share leave for the birth or adoption of a child may be eligible for limited amounts of
21 additional leave for other qualifying FMLA reasons.⁵
22

- 23 3. *Paid Parental Leave* – Under state law, an additional six (6) work weeks of paid leave is available
24 to eligible employees after a birth, stillbirth, or adoption of a newly placed minor child.⁶ An
25 eligible employee taking leave under this provision shall not be required to utilize any other type
26 of accrued leave during this period. Eligible employees include teachers, principals, supervisors,
27 or other individuals required by law to hold a valid license of qualification for employment who
28 have been employed with a school district full time for at least twelve (12) consecutive months
29 and who meet the following requirements:

- 30 a. Possess a valid license or an emergency credential issued by the Department of
31 Education per TCA 49-5-106, required for the position the employee holds;
- 32 b. Have been employed with the district full time for at least twelve (12)
33 consecutive months in a position for which the employee is required by law to
34 hold the license or an emergency credential referenced above at the time of the
35 qualifying event; and
- 36 c. Have held a valid license or an emergency credential issued by the Department
37 of Education per TCA 49-5-106 for the entire twelve consecutive months of
38 fulltime employment.

39

1 Employees shall provide notice to the school district thirty (30) days prior to the intended use of
2 the leave. If the employee learns about the need for leave less than thirty (30) days in advance,
3 the employee shall give notice as soon as reasonably possible in order to be eligible for the paid
4 leave. ~~This paid leave does not need to be taken consecutively; however,~~ This paid leave shall be
5 either: (1) taken consecutively, except in extenuating circumstances, as determined by the
6 Director of Schools; or (2) taken nonconsecutively, but in increments of no less than one (1)
7 week. The paid leave shall be used within twelve (12) months of the qualifying event. ~~The leave~~
8 ~~and shall run concurrently with FMLA leave.~~⁷

9 LEAVE FOR A SERIOUS HEALTH CONDITION⁸

10 Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when he/she
11 is unable to work because of a serious health condition or to care for an immediate family member, as
12 defined by the FMLA, with a serious health condition. Granting of such leave shall be subject to the
13 provisions of applicable federal and state laws. Employees shall contact Human Resources to determine
14 if the reason for leave qualifies as FMLA leave. If the leave is foreseeable, the employee shall give thirty
15 (30) days' notice. If the leave is not foreseeable, the employee shall notify Human Resources as soon as
16 practicable, generally, either the same or next business day.

17 LEAVE FOR MILITARY FAMILY MEMBERS

- 18 1. *Qualifying Exigency Leave*⁹ - Eligible employees are entitled to up to twelve (12) workweeks
19 of leave because of any "qualifying exigency" arising out of the fact that the spouse, son,
20 daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been
21 notified of an impending call to active duty, or has been notified of an impended call to active
22 duty status in the Armed Forces. Qualifying exigencies may include:
23
 - 24 a. Issues arising from the service member's short notice deployment;
 - 25 b. Military events and related activities (e.g. official ceremonies, support programs);
 - 26 c. Making or updating financial and legal arrangements;
 - 27 d. Attending counseling;
 - 28 e. Taking up to fifteen (15) days leave to spend time with a covered service member who is
29 on short-term rest and recuperation leave during deployment; or
 - 30 f. Attending post-deployment activities.
- 31
32 2. *Military Caregiver Leave*¹⁰ - An eligible employee who is the spouse, son, daughter, parent, or
33 next of kin of a covered service member or covered veteran with a serious injury or illness is
34 entitled to up to twenty-six (26) workweeks of leave in a "single twelve (12) month period." A
35 covered service member is a current member of the Armed Forces, including a member of the
36 National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is
37 otherwise in out-patient status, or is otherwise on the temporary disability retired list for a serious
38 injury or illness.

39
40 A covered veteran is an individual who was a member of the Armed Forces at any time during
41 the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy
42 that has a serious injury or illness who is currently receiving medical treatment, recuperation, or
43 therapy.

1
2 The calculation of this five (5) year period shall not include the interval of October 28, 2009
3 through March 8, 2013. The “single twelve (12) month period” for military caregiver leave begins
4 on the first day the employee takes leave for this reason and ends twelve (12) months later. An
5 eligible employee is limited to a combined total of twenty-six (26) workweeks of leave to provide
6 care for a covered service member. The maximum of twenty-six (26) workweeks may include no
7 more than twelve (12) workweeks of leave that is taken for the birth and care of a newborn child,
8 for the placement of a child for adoption or foster care, for care of a parent who has a serious
9 health condition, or for the employee's own serious health condition.

10 INTERMITTENT LEAVE¹¹

11 Eligible employees may take FMLA leave intermittently when medically necessary to care for a
12 seriously ill family member as defined under the FMLA, because of the employee's own serious health
13 condition, or for the care for a newborn, a newly adopted child, or a newly placed foster care child. When
14 a licensed employee requests foreseeable leave for planned medical treatment and the employee would
15 be on leave for greater than 20% of the total number of working days in the period during which the
16 leave would extend, the school district may require that such employee elect either to take the leave for
17 periods of a particular duration, not to exceed the duration of the planned medical treatment, or to transfer
18 temporarily to an available alternative position offered by the school district for which the employee is
19 qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

20 RESTRICTIONS

21 1. Notice Requirements

- 22
23 a. *Employee Notice*¹²- For foreseeable leave, the employee shall provide the Director of
24 Schools with at least thirty (30) days written notice before the beginning of the anticipated
25 leave.
26
27 b. *District Notice*- Once it has been established that the leave requested qualifies for
28 FMLA, the Director of Schools/designee shall notify the employee within three (3)
29 business days (absent extenuating circumstances) that any leave taken pursuant to state
30 leave statutes (paid vacation leave, personal leave, sick leave, or workers'
31 compensation) shall run concurrently with FMLA leave.¹³ The notice may be given
32 orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than
33 the following pay day.¹⁴
34

35 2. Certification Requirement¹⁵

- 36
37 a. The Director of Schools may require that a request for leave be supported by
38 certification issued by a health care provider with the following information:
39
40 i. The date on which the serious health condition commenced;
41 ii. The probable duration of the condition;
42 iii. The appropriate medical facts within the knowledge of the health care provider
43 regarding the condition; and

1 iv. A statement that the eligible employee is needed to care for the son, daughter,
2 spouse, or parent and an estimate of the amount of time that such employee is
3 needed.

4
5 b. If there is any reason to doubt the validity of the certification provided, the Director of
6 Schools may require, at the expense of the school district, an opinion of a second health
7 care provider.

8
9 3. Period Near the End of an Academic Term (Professional Employees)¹⁶

10
11 a. If leave is taken more than five (5) weeks prior to the end of the term, the Director of
12 Schools may require the employee to continue taking leave until the end of the term if
13 the leave is at least three (3) weeks of duration and the return of employment would
14 occur during the three (3) week period before the end of the term.

15
16 b. If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools
17 may require the employee to continue taking leave until the end of the term if the leave
18 is greater than two (2) weeks duration and the return to employment would occur during
19 the two (2) week period before the end of the term.

20 **REQUIREMENTS OF THE BOARD¹⁷**

21 1. The employee shall be restored to the same position of employment or an equivalent position
22 with no loss of benefits, pay, or other terms of employment.

23 2. The employee shall be kept under any group health plan for the duration of the leave.

24 3. The Board may recover the premium paid under the following conditions:

25 a. The employee fails to return from leave after the period of leave has expired; and

26 b. The employee fails to return to work for a reason other than the continuation,
27 recurrence, or onset of a serious health condition or other circumstances beyond the
28 control of the employee.
29
30

Legal References

1. *Hinson v. Tecumseh Products Co.*, 2000 U.S. App. LEXIS 26778, at *1—10 (6th Cir. Oct. 17, 2000)
2. Federal Family and Medical Leave Act of 1993, 29 USCA § 2601, 2611—2619
3. TCA 49-5-702; TCA 4-21-408
4. TCA 49-5-710(a)(2); Public Acts of 2018, Chapter No. 907
5. 29 CFR § 825.120(a)(3)
6. Public Acts of 2025, Chapter No. 163
7. TCA 8-50-814; Public Acts of 2025, Chapter No. 235
8. 29 CFR § 825.113
9. 29 CFR § 825.126
10. 29 CFR § 825.124; 29 CFR § 825.127
11. 29 CFR § 825.202
12. 29 CFR § 825.302-825.304
13. 29 CFR § 825.207
14. OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v. Morton International, Inc.*, 212 F. 3d 929, 932 (6th Cir. 2000)
15. 29 CFR § 825.305-825.313
16. 29 CFR § 825.602
17. 29 USCA § 2614

Cross References

- Sick Leave 5.302
Long-Term Leaves of Absence 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: 02/24/25
		Rescinds: 5.500	Issued: 01/15/09

1 Employees shall be provided a work environment free from discrimination/harassment based on age
2 (40+), race, color, religion (including the definition of antisemitism found in Policy 4.100), national
3 origin, disability, creed, sex, genetic information, and retaliation. It shall be a violation of this policy for
4 any employee or any student to discriminate against or harass an employee through disparaging conduct
5 or communication. The following guidelines are set forth to protect employees from
6 discrimination/harassment.

7 Employee discrimination/harassment will not be tolerated.¹ Discrimination/harassment is defined as
8 conduct, advances, gestures or words either written or spoken based on age (40+), race, color, religion,
9 national origin, disability, creed, sex, genetic information, and retaliation which:

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

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

- 22 1. Identity of the alleged victim and person accused;
- 23 2. Location, date, time and circumstances surrounding the alleged incident;
- 24 3. Description of what happened;
- 25 4. Identity of all witnesses; and
- 26 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 may
5 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 in
10 an investigation. However, any employee who refuses to cooperate or gives false information during the
11 course of any investigation may be subject to disciplinary action. The willful filing of a false report will
12 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. [29 CFR §1604.11](#); [TCA 5-23-104](#); Public Acts of 2025, Chapter No. 293
2. [20 USCA § 1681](#)

Cross References

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

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="text-align: center;">Substitute Teachers</h2>	Descriptor Code: 5.701	Issued Date: 08/08/24
		Rescinds: 5.701	Issued: 07/27/22

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

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

7 **APPLICATION/QUALIFICATIONS**

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

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

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

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

15 **COMPENSATION**

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

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

21 **CERTIFICATION**

22 When substituting for a regular teacher who has been absent for ~~twenty (20)~~ **thirty (30)** consecutive days,
 23 a substitute teacher must possess a teaching certificate with endorsement in the discipline(s) to be taught
 24 or shall be a retired teacher that held the appropriate endorsement.⁶

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

1 EMERGENCY NEEDS

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

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

8 TRAINING AND ORIENTATION

9 The Director of Schools shall be responsible for ensuring that there are appropriate training and
10 development programs for substitute teachers that includes the annual school safety training required by
11 state law.⁷

12 RESPONSIBILITIES

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

15 RE-EMPLOYMENT/TERMINATION

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

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

Legal References

1. [TRR/MS 0520-01-02-.04\(5\)](#)
2. [TCA 49-5-709](#)
3. [TCA 49-5-413\(a\)\(2\)](#)
4. [TCA 49-2-203\(a\)\(14\)\(C\)](#)
5. [TCA 49-3-312\(b\)](#)
6. [TCA 49-3-312\(a\)](#); [TRR/MS 0520-01-02-.04\(5\)\(b\)](#);
Public Acts of 2025, Chapter No. 235
7. [Public Acts of 2024, Chapter No. 735; TCA 49-6-805\(7\)](#)

Cross References

Background Investigations 5.118
Employment of Retirees 5.119

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Attendance	Descriptor Code: 6.200	Issued Date: 08/08/24
		Rescinds: 6.200	Issued: 07/27/22

1 Attendance is a key factor in student achievement, and therefore, students are expected to be present
2 each day school is in session.

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

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

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

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

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

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

12
13 5. Notifying the Department of Safety whenever a student with a driver's permit or license
14 withdraws from school.²

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

18 Absences shall be classified as either excused or unexcused as determined by the principal/designee. If
19 ~~an absence is unexcused,~~ the work missed may be made up for credit within five (5) days of returning to
20 school from said absence. Any extension past the five (5) days can be granted at the teacher's discretion.

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

26 Excused absences shall include:⁴

27 1. Personal illness/injury

- 1 a. A note from the student's parent/guardian or legal custodian will be required upon the
2 student's returning to school. The note should include the reason(s) for and the date(s)
3 of the absence.
- 4 b. The district may accept a written note from a parent/guardian or legal custodian for
5 up to a total of eight (8) accumulated days during the school year for any absence.
6 However, if a student is absent more than a total of eight (8) accumulated days, a
7 doctor's note specifying inclusive dates for illness must be submitted in order for any
8 subsequent absences due to illness to be excused.
9
- 10 2. Illness of immediate family member
- 11 a. A doctor's statement may be required after three (3) days. Immediate family member
12 is defined as a student's parent/guardian or sibling.
13
- 14 3. Death in the family
- 15 a. One day shall be excused for death of family members. Additional days will be
16 excused at the discretion of the principal.
- 17 b. If the death is not of a family member, the principal may approve as an unexcused
18 absence with appropriate documentation.
- 19 4. Extreme weather conditions
- 20 5. Religious observances⁵
- 21 6. Military Service of Parent/Guardian⁶
- 22 a. School principals shall provide students with a one-day excused absence prior to the
23 deployment of and a one-day excused absence upon the return of a parent/guardian
24 or immediate family member serving active military service.
25
- 26 b. Principals shall also allow up to ten (10) excused cumulative absences per year for
27 students to visit a parent/guardian during a deployment cycle. The student shall
28 provide documentation to the school as proof of his/her parent's/guardian's
29 deployment. Students shall be permitted to make up schoolwork missed during these
30 absences.⁶
- 31 7. Pregnancy
- 32 8. School-endorsed activities
- 33 9. Summons, subpoena, or court order
- 34 a. Written verification of the appearance and the time involved must be submitted
35 upon the student's return to school. These excuses may be obtained through the
36 Court Clerk's office.
37
- 38 10. Non-School-Sponsored Extracurricular Activity

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

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

The principal shall be responsible for ensuring that:⁷

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

TRUANCY

General

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

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

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

1 *Progressive Truancy Intervention Plan*⁹

2 **Tier I**

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

8 **Tier II**

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

- 11 1. A conference with the student and the student's parent(s)/guardian(s);
12
13 2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s),
14 and the Attendance Supervisor/designee. The contract shall include:
15
16 a. A specific description of the school's attendance expectations for the student;
17 b. The period for which the contract is effective; and
18 c. Penalties for additional absences and alleged school offenses, including additional
19 disciplinary action and potential referral to juvenile court.
20
21 3. Regularly scheduled follow-up meetings to discuss the student's progress; and
22
23 4. A school employee shall conduct an individualized assessment detailing the reasons a student
24 has been absent from school. The employee may refer the student to counseling, community-
25 based services, or other services to address the student's attendance problems.

26 **Tier III**

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

34 **COLLEGE VISITS**¹⁰

35 Any high school student wishing to participate in a postsecondary school visit during the school year
36 shall submit to the principal/designee prior notice from the his/her parent/guardian specifying the date
37 of the school visit. The parent(s)/guardian(s) of the student shall be responsible for facilitating any
38 postsecondary school visits and for ensuring the safety of the student during the visit.

1 The principal/designee shall count a student present for no more than three (3) days each school year for
2 students participating in a postsecondary school visit. The student shall be counted present for the day
3 of the postsecondary school visit and shall not be counted present during any travel days.

4 In order to be counted present for the school day missed, the student shall submit to the
5 principal/designee a signed letter or form from a campus official verifying that the visit to the
6 postsecondary school occurred.

7 The student shall complete any schoolwork missed due to the student participating in a postsecondary
8 school visit.

9 **PERFECT ATTENDANCE**

10 To be eligible for perfect attendance, a student must be in attendance for a length of time equal to the
11 state's minimum hourly requirement for a school day. To have perfect attendance in a particular class,
12 a student must be present every day for over half of the class period.

13 Any student who misses class or a day of school because of observance of a day set aside as sacred by
14 a religious denomination of which the student is a member or adherent, shall be deemed to have met
15 the requirements of perfect attendance if his/her only absences were related to such observance.

16 Any student who misses class or a day of school because of a scheduled visit to a college or university
17 shall be deemed to have met the requirements of perfect attendance if his/her only absences were
18 related to such visit. Any student who misses class or a day of school because of earning an exemption
19 from exams shall be deemed to have met the requirements for perfect attendance if his/her only
20 absences were related to the exemptions.

21 **POSITIVE INCENTIVES FOR PERFECT ATTENDANCE**

22 Grades K-8

23 Individual schools are encouraged to provide incentives for regular attendance.

24 Grades 9-12

25 Final Exam Exemptions (Other than state mandated End of Course Exams)-Eligibility for exam
26 exemptions (other than state mandated End of Course Exams) begins the first day of school. The final
27 decision regarding final exemption of any student will be determined by the principal/designee. Any
28 student who has been suspended (in-school or out-of-school) is not eligible for exemptions. The criteria
29 for final exam exemption are as follows:

30
31 4x4 or Modified Block 1 Credit Classes 4x4 or Modified Block 0.5 Credit Classes

32 4 absences-A average 2 absences-A average

33 3 absences-B average 1 absence-B average

34 2 absences-C average

1	1 absence – D average	
2	Traditional Full Year Classes	Traditional One Semester Class
3	8 absences-A average	4 absences-A average
4	6 absences-B average	3 absences-B average
5	4 absences-C average	2 absences-C average
6	2 absences-D average	1 absence-D average

7 **ABSENCES MAY NOT BE MADE UP FOR THE PURPOSE OF QUALIFYING FOR EXAM**
8 **EXEMPTION.**

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

11 **TARDIES K-12**

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

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

22 **RELEASED TIME COURSE¹¹**

23 A principal/designee may excuse a student to attend a course in religious moral instruction for up to
24 one (1) class period per school day. Students shall not be excused during any class which requires an
25 examination for state or federal accountability purposes.

26 Students shall only be permitted to attend courses provided by entities that certify in writing that they
27 have complied with the background check requirements outlined in state law.¹¹ The student shall
28 submit a written consent form signed by the student's parent/guardian prior to participation in the
29 released time course. The principal/designee shall document the approval in writing. The student shall
30 provide documentation to the principal/designee as proof of the student's participation in the released
31 time course.

1 The district shall not be responsible for transporting students to and from the place of instruction.

2 STATE-MANDATED ASSESSMENT

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

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

9 CREDIT/PROMOTION DENIAL

10 Credit/promotion denial determinations may include student attendance; however, student attendance
11 may not be the sole criterion.¹² If attendance is a factor, prior to credit/promotion denial, the following
12 shall occur:
13

- 14 1. The student and the parent/guardian shall be advised if student is in danger of credit/promotion
15 denial due to excessive absenteeism.
16
- 17 2. Procedures in due process are available to the student when credit or promotion is denied.

18 DRIVER'S LICENSE REVOCATION²

19 More than ten (10) consecutive or fifteen (15) reported unexcused absences by a student during any
20 semester renders a student ineligible to retain a driver's permit or license, or to obtain such if of age.

21 ATTENDANCE HEARING¹³

22 Students with excessive (more than 5) unexcused absences or those in danger of credit/promotion denial
23 shall have the opportunity to appeal to an attendance hearing committee appointed by the principal. If
24 the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided written or
25 actual notice of the appeal hearing and shall be given the opportunity to address the committee. The
26 committee will conduct a hearing to determine if any extenuating circumstances exist or to determine if
27 the student has met attendance requirements that will allow him/her to pass the course or be promoted.
28 Upon notification of the attendance committee decision, the principal shall send written notification to
29 the Director of Schools/designee and the parent(s)/guardian(s) of the student of any action taken
30 regarding the excessive unexcused absences. The notification shall advise parents/guardian(s) of their
31 right to appeal such action within two (2) school days to the Director of Schools/designee.

32 The appeal shall be heard no later than ten (10) school days after the request for appeal is received.

33 Within five (5) school days of the Director of Schools/designee rendering a decision, the student's
34 parent(s)/guardian(s) may request a hearing by the board, and the board shall review the record.
35 Following the review, the board may affirm or overturn the decision of the Director of Schools/designee.
36 The action of the board shall be final.

Legal References

1. [TCA 49-6-3006](#)
2. [TCA 49-6-3017\(c\)](#)
3. [20 USCA § 1232g](#)
4. [TRR/MS 0520-01-02-.17\(5\)](#); [State Board of Education Policy 4.100](#)
5. [TCA 49-6-2904\(b\)\(5\)](#)
6. [TCA 49-6-3019](#)
7. [TCA 49-6-3007](#)
8. [TCA 49-6-3021](#)
9. [TCA 49-6-3007](#); [TCA 49-6-3009](#)
10. TCA 49-2-130; Public Acts of 2025, Chapter No. 401
11. [State Board of Education Policy 4.100](#)
12. [TCA 49-2-203\(b\)\(7\)](#); [TCA 49-6-3002\(b\)](#)
13. [TRR/MS 0520-01-02-.17\(7\)](#)

Cross References

School Calendar 1.800
Extracurricular Activities 4.300
Interscholastic Athletics 4.301
Field Trips/Excursions/Competitions 4.302
Reporting Student Progress 4.601
Promotion and Retention 4.603
Recognition of Religious Beliefs, Customs, & Holidays 4.803
Voluntary Pre-K Attendance 6.2011
Homeless Students 6.503
Students in Foster Care 6.505
Students from Military Families 6.506
Student Records 6.600

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Questioning, Interrogations, and Searches	Descriptor Code: 6.303	Issued Date: 07/19/23
		Rescinds: 6.303	Issued: 05/04/21

1 **QUESTIONING BY SCHOOL PERSONNEL**

2 If a student is suspected or accused of misconduct or infraction of the student code of conduct, the
3 principal may question the student, without the presence of parent(s)/guardian(s) or legal custodians.

4 **INTERROGATIONS BY POLICE AT ADMINISTRATOR'S REQUEST**

5 If the principal has requested assistance by law enforcement to investigate a crime involving his/her
6 school, the police shall have permission to interrogate a student suspect in school during school hours.
7 The principal shall first attempt to notify the parent(s)/guardian(s) or legal custodians of the student of
8 the intended interrogation unless circumstances require otherwise. The interrogation may proceed
9 without attendance of the parent(s)/guardian(s) or legal custodians; however, the principal or his/her
10 designee shall be present during the interrogation unless required to leave by law enforcement.¹

11 **POLICE-INITIATED INTERROGATIONS**

12 If the police deem circumstances of sufficient urgency to interrogate students at school for unrelated
13 crimes committed outside of school hours, the police department shall first contact the principal
14 regarding the planned interrogation, inform him/her of the probable cause to investigate. The principal
15 shall make reasonable effort to notify the parent(s)/guardian(s) or legal custodians of the interrogation
16 unless circumstances require otherwise. The interrogation may proceed without attendance of the
17 parent(s)/guardian(s) or legal custodians. The principal or his/her designee shall be present during the
18 interrogation unless required to leave by law enforcement.¹

19 **SEARCHES BY SCHOOL PERSONNEL^{1,2}**

20 Staff have the duty to report to the principal any reasonable suspicion that a student is in possession of
21 or is carrying a dangerous weapon on school grounds or within any school building or is using or in
22 possession of drugs.

23 The principal has the duty to report any violations to the appropriate law enforcement officer.
24 Any dangerous weapon or drug discovered by the principal or other staff member in the course of a
25 search shall be turned over to the appropriate law enforcement officer for proper disposal.

26 *Searches of Students*

~~A student may be subject to a physical search due to the results of a locker search or because of information received by staff if such action is reasonable by the principal.~~

Searches of Vehicles, Lockers, and Enclosures

~~Depending on the circumstances, a principal may order that vehicles parked on school property by students, lockers, or other enclosures used for storage by students and other areas accessible to students be searched in the principal/designee's presence.~~

~~Lockers shall be assigned to each individual student at the beginning of the year. Students are not permitted to change locker assignments unless permission is given by the principal. Students shall be notified at the beginning of the school year that lockers are subject to being searched.~~

~~Individual circumstances requiring a search may include incidents on school property, including school buses, involving, but not limited to, the use of dangerous weapons, drugs or drug paraphernalia by students, information received from law enforcement indicating a pattern of drug dealing or drug use by students of that school, any assault or attempted assault on school property with dangerous weapons, or any other actions or incidents known by the principal that give rise to reasonable suspicion that dangerous weapons, drugs, or drug paraphernalia are on school property.~~

The school principal shall authorize all searches at the outset per state law.² All principal initiated searches shall be conducted by a school administrator who has completed the state required training.³ The following conditions shall apply to principal initiated searches:

1. All the following standards of reasonableness must be met:

a. A particular student has violated school policy;

b. The search will yield evidence of the violation of school policy or will lead to finding dangerous weapons, drugs, or drug paraphernalia;

c. The search is in pursuit of legitimate interests of the school in maintaining order, discipline, safety, supervision, and education;

d. The search is not conducted for the sole purpose of discovering evidence to be used in criminal prosecution; and

e. The search shall be reasonably related to the objectives of the search and not excessively intrusive considering the age and sex of the student as well as the nature of the alleged infraction;⁴

2. A school administrator shall be on-site at any principal-initiated search;

1 3. A school administrator shall oversee the search and may end the search at any time; and

2 4. If a student is under the age of eighteen (18), the principal must notify the student's parent or
3 guardian within a reasonable time of the search.³

4 If a school resource officer searches a student, based on having probable cause, the principal shall
5 notify the Director of Schools/designee.⁵

6 In order to ensure a safe and secure learning environment, the Director of Schools shall develop
7 procedures regarding the searching of students, lockers, vehicles, and containers which are consistent
8 with state law. The Director of Schools shall develop additional procedures to ensure compliance with
9 all of the provisions of the School Security Act of 1981.⁶

10 The principal shall ensure that notice is posted on school campus that vehicles parked on school property,
11 lockers, or other enclosures used for storage by students are subject to being searched.

12 USE OF ANIMALS

13 When necessary, dogs or other animals trained to detect drugs or dangerous weapons may be used in
14 conducting searches, but the animals shall be used only to pinpoint areas which need to be searched and
15 shall not be used to search the persons of students or visitors.

16 METAL DETECTORS WEAPON DETECTION SYSTEMS

17 ~~Metal detectors~~ Weapon detection systems may be used in searches, including hand-held models that are
18 passed over or around a student's body, and students, containers, and packages may be required to pass
19 through a stationary detector.

20 The principal shall ensure that all ~~metal detectors~~ weapons detection systems are maintained and
21 calibrated in accordance with the manufacturer's directions and are stored appropriately.

22 ~~Metal detectors shall be used at times as determined by the principal. Building administrators will be~~
23 ~~present anytime the equipment is in use and will ensure that the equipment is being used appropriately.~~

24 ~~Before scanning an individual, he/she will be asked to remove all metal objects. If a metal detector~~
25 ~~activates on an item, the individual will be asked again to remove the item for inspection. If the individual~~
26 ~~refuses to remove the item and police are not present, the police and the school resource officer will be~~
27 ~~called, and the individual will be escorted from the building.~~

1

Legal References

1. TCA 49-6-4203(b)
2. TCA 49-6-4204(a); TCA 49-6-4205(a)
3. Public Acts of 2025, Chapter No. 244
4. TCA 49-6-4205(b)
5. State v. R.D.S., No. M200801724COAR3JV, 2009 WL 2136324, at *1 (Tenn. Ct. App. July 16, 2009)
6. TCA 49-6-4201; Tenn. Op. Att’y Gen. No. 14-21 (February 24, 2014)

Cross References

Procedural Due Process 6.302
Reporting Child Abuse 6.409

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Student Discrimination, Harassment, Bullying, Cyber-bullying and Intimidation	Descriptor Code: 6.304	Issued Date: 06/07/18
		Rescinds: 6.304	Issued: 08/16/17

1 It is the policy of the Rutherford County Board of Education not to discriminate on the basis of sex, race,
2 national origin, creed, age, marital status or disability in its educational programs, activities or
3 employment policies as required by Title VI and VII of the 1964 Civil Rights Act, Title IX of the 1972
4 Educational Amendments and Section 504 of the Federal Rehabilitation Act of 1973.

5 This policy shall be published in the parent/student handbook distributed to every student annually.

6 **Discrimination (Sexual, Racial, Ethnic, Religious)**

7 Students shall be provided with a learning environment free from sexual, racial, ethnic and religious
8 discrimination (including the definition of antisemitism found in Policy 4.100). It shall be a violation of
9 this policy for any employee or any student to discriminate against or harass a student through
10 disparaging conduct or communication that is sexual, racial, ethnic or religious in nature. The following
11 guidelines are set forth to protect students from discrimination.

12 Student discrimination will not be tolerated. Discrimination is defined as conduct, advances, gestures
13 or words either written or spoken of a sexual, racial, ethnic or religious nature which:

- 14 1. Unreasonably interfere with the student's work or educational opportunities; or
- 15 16 2. Create an intimidating, hostile or offensive learning environment; or
- 17 18 3. Imply that submission to such conduct is made an explicit or implicit term of receiving grades
- 19 or credit; or
- 20 21 4. Imply that submission to or rejection of such conduct will be used as a basis for determining
- 22 the student's grades and/or participation in a student activity.

23 **Bullying/Cyber-Bullying/Intimidation**

24 Students shall be provided a safe learning environment. It shall be a violation of this policy for any
25 student to bully, intimidate or create a hostile educational environment for another student.¹ Bullying,
26 Intimidation, and Harassment are defined as an act that substantially interferes with a student's
27 educational benefits, opportunities, or performance, and the act has the effect of:

- 28 • Physically harming a student or damaging a student's property;

- 1 • Knowingly placing a student or students in reasonable fear of physical harm to the
2 student or damage to the student's property;
- 3 • Causing emotional distress to a student or students; or
- 4 • Creating a hostile educational environment.

5 Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected class (race,
6 nationality, origin, color, gender, age, disability, religion) that is severe, pervasive, or persistent and
7 creates a hostile environment.

8 Cyber-bullying is defined as a form of bullying undertaken through the use of electronic devices.
9 Electronic devices include, but are not limited to, telephones, cellular phones or other wireless
10 telecommunication devices, text messaging, emails, social networking sites, instant messaging, videos,
11 web sites or fake profiles.

12 The policy addresses conduct taking place on school grounds, at any school-sponsored activity, on
13 school-provided transportation, or at any official school bus stop immediately before boarding and
14 immediately following deboarding.

15 Alleged victims of the above-referenced offenses shall report these incidents immediately to a teacher,
16 counselor or building administrator.

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

22 A substantiated charge against an employee shall result in disciplinary action up to and including
23 termination. A substantiated charge against a student may result in corrective disciplinary action up to
24 and including suspension.

25 There will be no retaliation against any person who reports or participates in an investigation. However,
26 any employee who refuses to cooperate or gives false information during the course of any investigation
27 may be subject to disciplinary action.

28 Any employee disciplined for violation of this policy may appeal the decision by contacting the director
29 of schools. Any student disciplined for violation of this policy may appeal the decision in accordance
30 with disciplinary policies and procedures.

31 **DISCRIMINATION/BULLYING/CYBER-BULLYING AND INTIMIDATION COMPLAINT** 32 **PROCEDURES**

33 1. Filing a Complaint:

34 Any student of the school district may report a discrimination or bullying/cyber-bullying/intimidation
35 complaint to any teacher, administrator or other school official. Any teacher, administrator or other

1 school official who has or receives notice that a student has or may have been the victim of
2 discrimination/bullying/cyber-bullying or intimidation shall:

- 3 • Notify the principal/designee immediately.
- 4 • The principal/designee at each school shall be responsible for investigating and resolving
5 complaints.
- 6
- 7 • Once a complaint is received, the principal/designee shall initiate an investigation within forty-
8 eight (48) hours of receipt of the report. If a report is not initiated within forty-eight (48) hours,
9 the principal/designee shall provide the director of schools/designee with appropriate
10 documentation detailing the reasons why the investigation was not initiated within the required
11 timeframe.²
- 12
- 13 • Complaints against the building principal shall be reported to the director of schools/designee.
- 14
- 15 • The principal/designee shall notify the parent/legal guardian when a student is involved in an
16 act of discrimination/bullying/cyber-bullying or intimidation. The principal/designee shall
17 provide information on district counseling and support services. Students involved in an act of
18 discrimination/bullying/cyber-bullying or intimidation shall be referred to the appropriate
19 school counselor by the principal/designee when deemed necessary.
- 20
- 21 • Upon determination of a violation, the principal/designee shall conduct a prompt, thorough and
22 complete investigation of each alleged incident. All investigations shall be completed and
23 appropriate intervention taken within twenty (20) calendar days from receipt of the initial
24 report. If the investigation is not complete or intervention has not taken place within twenty
25 (20) calendar days the principal/designee shall provide the director of schools/designee with
26 appropriate documentation detailing the reasons why the investigation has not been completed
27 or the appropriate intervention has not taken place.² Within the parameters of the Federal
28 Education Rights and Privacy Act (FERPA) at 20 U.S.C. § 1232(g), a written report of the
29 investigation will be delivered to the parents of the complainant, parents of the accused student
30 and the director of schools/designee.

31 **REPORTS**

32 By August 1 of each year, the Director of Schools/designee shall prepare a report of all of the bullying
33 cases brought to the attention of school officials during the prior academic year. The report shall also
34 indicate how the cases were resolved and/or the reasons they are still pending. This report shall be
35 presented to the board of education at its regular July meeting, and it shall be submitted to the state
36 department of education by August 1.

Legal References

1. TCA 49-6-4503
2. TCA 49-6-4503(c)(2)(B)

Cross References

Appeals To and Appearances Before the Board 1.404
Staff-Student Relations 5.610
Student Complaints and Grievances 6.305
Discipline Procedures 6.313

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Student Wellness	Descriptor Code: 6.411	Issued Date: 02/24/22
		Rescinds: 6.411	Issued: 01/05/21

1 The Board recognizes the value of proper nutrition, physical activity, and other health conscious
2 practices and the impact that such practices have on student academic achievement, health, and well-
3 being. In order to provide an environment conducive to overall student wellness, this policy shall be
4 followed by all schools in the District.¹

5 **COMMITMENT TO COORDINATED SCHOOL HEALTH**

6 All schools shall implement the CDC's Coordinated School Health approach to managing new and
7 existing wellness related programs and services in schools and the surrounding community based on
8 State law and State Board of Education CSH standards and guidelines. The district's Coordinated
9 School Health Coordinator shall be responsible for overseeing compliance with State Board of
10 Education CSH standards and guidelines in the school district.

11 **SCHOOL HEALTH ADVISORY COUNCIL^{2, 3}**

12 A district school health advisory council shall be established to serve as a resource to school sites for
13 implementing policies and programs and develop an active working relationship with the county health
14 council. The council shall consist of individuals representing the school and community, including
15 parents, students, teachers, school administrators, health professionals, school food service
16 representatives, and members of the public. The primary responsibilities of the council include but are
17 not limited to:

- 18 1. Developing, implementing, monitoring, reviewing and as necessary, making recommendations
19 as to physical activity and nutrition policies;
- 20 2. Ensuring all schools within the district create and implement an action plan related to all
21 School Health Index modules;
- 22 3. Ensuring that the results of the action plan are annually reported to the council; and
- 23 4. Ensuring that school level results include measures of progress on each indicator of the School
24 Health Index.

25 The State Board of Education's Coordinated School Health and Physical Activity Policies shall be used
26 as guidance by the Council to make recommendations. The Board will consider recommendations of
27 the Council in making policy changes or revisions.

28 Additionally, each school will have a Healthy School Team consisting of teachers, students, parents
29 and administrators.² The Team will be required to hold Healthy School Team meetings two (2) times
30 during the school year, once in the Fall and once in the Spring, to assess needs and oversee planning
31 and implementation of school health efforts. The director of schools/designee will ensure compliance

1 with the school Wellness Policy, to include an assessment of the implementation of the Wellness
2 Policy and the progress made in attaining the policy goals. The assessment will be made open to the
3 public.

4 **EVALUATION OF EFFECTIVENESS OF WELLNESS PROGRAM**

5 The Board shall monitor the effectiveness of the wellness program within a wide-range of student
6 constituency groups. Factors to be considered shall include but are not limited to:

- 7 1. Participation rates in school meal programs;
- 8 2. Nutrition satisfactory surveys;
- 9 3. Frequency and type of health problems which include medical issues, mental/emotional and
10 behavioral health;
- 11 4. Teacher surveys of student's classroom behavior, attention span, and memory; and
- 12 5. Test scores.

13 **COMMITMENT TO NUTRITION**

14 All schools within the District shall participate in the USDA child nutrition programs, including the
15 National School Lunch Program, the School Breakfast Program, the Summer Food Service Program,
16 and the After School Snack Program.^{4,5,6} The coordinated school health coordinator shall be
17 responsible for overseeing the school district's compliance with the State Board of Education Rules
18 and Regulations for sale of food items in the school district and that this Wellness Policy is being
19 fulfilled by all schools in the district.

20 Meals shall be accessible to all students in a non-stigmatizing manner. Students will be given adequate
21 time to enjoy healthy meals and relax in a pleasant environment. Good nutritional habits shall be
22 encouraged. All food including vending machines, fundraising items, and concessions must meet
23 guidelines set forth by the Healthy, Hunger-free Kids Act, 2010, Smart Snacks in Schools.^{4,5,6} The
24 school principal/designee shall be responsible for overseeing the school district's compliance with the
25 State Board of Education Rules and Regulations for sale of food items in the school district.^{2,5,6}

26 **DISTRICT GOALS**

27 The District will promote healthy nutrition through various activities, including nutrition related
28 newsletters, informational links on the district website, healthy eating posters and bulletin boards in
29 dining areas, and informational booths at various community functions. Nutrition Education will be
30 offered as part of a standards based program designed to provide students with the knowledge and
31 skills needed to promote and protect their health as outlined in the State Board of Education
32 Health Education and Lifetime Wellness Standards. Nutrition Education will discourage teachers
33 from using high fat, sugar, and sodium foods as rewards and encourage students to start each day with
34 a healthy breakfast.⁷

35 **COMMITMENT TO PHYSICAL ACTIVITY AND PHYSICAL EDUCATION⁸**

36 The Board recognizes that physical activity is extremely important to the overall health of a child.
37 Schools shall support and promote physical activity.

1 Physical activity may be integrated into any areas of the school program. Physical Education classes
2 shall be offered with moderate to vigorous physical activity being an integral part of the class. Students
3 shall be encouraged by staff whenever possible to be physically active. All physical education classes
4 shall comply with the State Board of Education's Physical Education Standards.

5 ~~Elementary school student shall receive a minimum of one hundred thirty (130) minutes of physical~~
6 ~~activity per full school week. Unstructured physical activity periods shall be offered in addition to the~~
7 ~~school district's physical education program. Elementary school students shall receive a minimum of~~
8 ~~forty (40) minutes of physical activity each full school day. Middle and high school students shall~~
9 ~~receive a minimum of ninety (90) minutes of physical activity per full school week.~~

10 Physical activity will be conducted outside if weather permits. The following activities shall not be
11 considered physical activity: walking to and from class, time spent on an electronic device, and time
12 spent in a physical education class.

13 Physical education and physical activity equipment on school grounds will meet accepted safety
14 standards for design, installation and maintenance in order to ensure the delivery of safe play areas,
15 facilities and equipment in all physical education classes.

16 ~~In addition to the district's physical education program, non-structured physical activity periods shall~~
17 ~~be offered as required by law, including but not limited to supervised structured recess to encourage~~
18 ~~regular physical activity.~~

19 Teachers and other school and community personnel will not use physical activity (e.g., running laps,
20 pushups) or withhold opportunities for physical activity (e.g., recess, physical education) as
21 punishment.

22 Schools shall continue to offer after school sports and activities.

23 **COMMITMENT TO CURRICULUM³**

24 All applicable courses of study should be based on State-approved curriculum standards.

25 **SCHOOL HEALTH INDEX³**

26 All schools within the district shall annually administer a baseline assessment on each of the
27 recommended School Health Index modules. Results shall be submitted to the School Health Advisory
28 Council and reported to the State Department of Education.

29 **RECORD KEEPING COMPLIANCE**

30 The District's Coordinated School Health Coordinator shall ensure records demonstrating compliance
31 with community involvement requirements are maintained. The Coordinated School Health
32 Coordinator shall additionally document that the school wellness policy and triennial assessments are
33 made available to the public.⁹

Legal References

1. TCA 49-6-1022
2. State Board of Education Policy 4.204
3. State Board of Education Policy 4.206
4. 42 USCA § 1758b
5. TRR/MS 0520-01-06
6. 7 CFR § 210; 7 CFR § 220
7. 7 CFR 210.31(c)(3)(iii)
8. TCA 49-6-1021; Public Acts of 2025, Chapter No. 306
9. 7 CFR § 210.31(f)

Cross References

Student Suicide Prevention 6.415

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Student Records	Descriptor Code: 6.600	Issued Date: 01/30/20
		Rescinds: 6.600	Issued: 02/11/15

1 A cumulative record shall be kept for each student enrolled in school. The folder shall contain a health
2 record, attendance record, and scholarship record; shall be kept current; and shall accompany the student
3 through his/her school career.¹

4 The name used on the record of the student entering the school system must be the same as that shown
5 on the birth certificate unless evidence is presented that such name has been legally changed. If the parent
6 does not have or cannot obtain a birth certificate, then the name used on the records of such student shall
7 be as shown on documents which are acceptable as proof of date of birth.

8 The name used on the records of a student entering the system from another school must be the same as
9 that shown on records from the school previously attended unless evidence is presented that such name
10 has been legally changed as prescribed by law.

11 When a student transfers to another school within the system or to a school outside of the system, copies
12 of the student's records, including the student's disciplinary records, shall be sent to the transfer school
13 within five (5) business days of the date on which the student's records request was received by the
14 school.²

15 All records shall be remitted in accordance with the Family Education Rights and Privacy Act (FERPA).³

16 ACCESS TO STUDENT RECORDS

17 Student records shall be confidential. Authorized school officials shall have access to and permit access
18 to student education records for legitimate educational purposes.⁴ A "legitimate educational interest" is
19 the official's need to know information in order to:

- 20 1. Perform required administrative tasks;
- 21 2. Perform a supervisory or instructional task directly related to the student's education; and
- 22 3. Perform a service or benefit for the student or the student's family such as health care, counseling,
23 student job placement, or student financial aid.

24 Authorized school officials may release information from or permit access to a student's education record
25 without the parent(s)/guardian(s) or eligible student's* prior written consent in the following instances:

- 26 1. To comply with a judicial order or lawfully issued subpoena. The school district will make a
27 reasonable effort to notify the student's parent(s)/guardian(s) or the eligible student before
28 making a disclosure;⁵

- 1 2. If the disclosure is an item of directory information;⁶
- 2
- 3 3. To comply with the requirements of child abuse reports to the extent known by the school
- 4 officials including the name, address, and age of the student; the name and address of the
- 5 person responsible for the care of the student; and the facts requiring the report;⁷
- 6
- 7 4. When certain federal and state officials need information in order to audit or enforce legal
- 8 conditions related to federally-supported education programs in the school district;⁸
- 9
- 10 5. When the school district has entered into a contract or written agreement for an organization to
- 11 conduct scientific research on the system's behalf to develop tests or improve instruction,
- 12 provided that the studies are conducted in a manner which will not permit the personal
- 13 identification of students and their parent(s)/guardian(s) by individuals other than
- 14 representatives of the organization, and the information will be destroyed when no longer
- 15 needed for the purpose for which the study was conducted;⁹
- 16
- 17 6. To appropriate officials if the parent(s)/guardian(s) claim the student as a dependent as defined
- 18 by the Internal Revenue Code;¹⁰
- 19
- 20 7. To accrediting organizations to carry out their accrediting functions;¹¹
- 21
- 22 8. When a student seeks or intends to enroll in another school district or a post-secondary school.
- 23 Parent(s)/guardian(s) of students or eligible students have a right to obtain copies of records
- 24 transferred under this provision;¹²
- 25
- 26 9. To financial institutions or government agencies that provide or may provide financial aid to a
- 27 student in order to establish eligibility, to determine the amount of financial aid, to establish
- 28 conditions for the receipt of financial aid, and to enforce financial aid agreements;¹³
- 29
- 30 10. To make the needed disclosure in a health or safety emergency when warranted by the
- 31 seriousness of the threat to the student or other persons, when the information is necessary and
- 32 needed to meet the emergency, when time is an important and limiting factor, and when the
- 33 persons to whom the information is to be disclosed are qualified and in a position to deal with
- 34 the emergency;¹⁴
- 35
- 36 11. To the Attorney General/designee for official purposes related to the investigation or
- 37 prosecution of an act of domestic or international terrorism. An educational agency that, in
- 38 good faith, produces education records in accordance with an order shall not be liable to any
- 39 person for that production;¹⁵
- 40
- 41 12. To any agency caseworker or other representative of a state or local child welfare agency or
- 42 tribal organization authorized to access the student's educational records when such agencies or
- 43 organizations are legally responsible for the care and protection of the student.¹⁶
- 44

1 13. To the Secretary of Agriculture/designee for purposes of conducting program monitoring,
2 evaluations, and performance measurements, provided that the data collected will be protected
3 in a manner which will not permit the disclosure of personal identification of students and their
4 parent(s)/guardian(s) by individuals other than to representatives of the organization, and that
5 the information will be destroyed when no longer needed for the purpose for which it was
6 conducted;¹⁷ and

7 14. To state and local authorities to whom information is specifically allowed to be reported or
8 disclosed by state law that concerns the juvenile justice system and the system's ability to
9 effectively serve, prior to adjudication, the student whose records were released.¹⁸

10 Authorized school officials may release information from a student's education record if the student's
11 parent(s)/guardian(s) or the eligible student gives written consent for the disclosure. The written consent
12 must include:¹⁹

- 13 1. A specification of the records to be released;
- 14
- 15 2. The reasons for the disclosure;
- 16
- 17 3. The person, organization, or class of persons or organizations to whom the disclosure is to be
18 made;
- 19
- 20 4. The signature of the parent(s)/guardian(s) or eligible student; and
- 21
- 22 5. The date of the consent, and if appropriate, a date when the consent is to be terminated.

23 The student's parent(s)/guardian(s) or the eligible student may obtain a copy of any records disclosed
24 under this provision.

25 The school district will maintain an accurate record of all requests to disclose information from or to
26 permit access to a student's education records. The district will maintain an accurate record of
27 information it discloses and access it permits. The district will maintain this record as long as it maintains
28 the student's education record.²⁰

29 The record will include at least:²⁰

- 30 1. The name of the person or agency that makes the request;
- 31
- 32 2. The interest the person or agency has in the information;
- 33
- 34 3. The date the person or agency makes the request; and
- 35
- 36 4. Whether the request is granted, and if it is, the date access is permitted, or the disclosure is made.

37 * The student becomes an "eligible student" when he/she reaches age eighteen (18) or enrolls in a post-
38 secondary school, at which time all of the above rights become the student's right.²¹

Legal References

1. 20 USCA § 1232g; TRR/MS 0520-01-03-.03(11)
2. TCA 49-6-3001(c)(1)
3. TCA 49-1-701, *et seq.*
4. TCA 10-7-504(a)(4); 20 USCA § 1232g
5. 20 USCA § 1232g(b)(2)(B)
6. 20 USCA § 1232g(b)(2); TCA 10-7-504(a)(4)(A)
7. TCA 37-1-403
8. 20 USCA § 1232g(b)(3)
9. 20 USCA § 1232g(b)(1)(F)
10. 20 USCA § 1232g(b)(1)(H)
11. 20 USCA § 1232g(b)(1)(G)
12. TRR/MS 0520-01-03-.03(9)
13. 20 USCA § 1232g(b)(1)(D)
14. 20 USCA § 1232g(b)(1)(I)
15. 20 USCA § 1232g(j); USA Patriot Act of 2001 § 507
16. 20 USCA § 1232g
17. 34 CFR § 99.30
18. 34 CFR § 99.32(a)
19. 34 CFR § 99.30; 20 USCA § 1232g(b)(2)(A)
20. 20. 34 CFR § 99.32(a)
21. 21. 34 CFR §§ 99.3, 99.5; TCA 49-1-704

Cross References

School District Records 1.407
Promotion and Retention 4.603
Testing Programs 4.700
Attendance 6.200
Withdrawals 6.207
Child Custody/Parental Access 6.209
Bus Safety and Conduct 6.308
Corporal Punishment 6.314
Disciplinary Hearing Authority 6.317
Admission of Suspended/Expelled Students 6.318
AIDS 6.404

Rutherford County Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Student Fees and Fines	Descriptor Code: 6.709	Issued Date: 01/15/09
		Rescinds: 5-46	Issued:

FEES

School fees are defined as follows:¹

1. Fees for activities that occur during regular school hours, including field trips;
2. Fees for activities and supplies required to participate in all courses offered for credit or grades;
3. Equipment and supplies required to participate in interscholastic athletics and marching band, if taken for credit;
4. Fees or tuition for courses taken for credit or grade during summer school;
5. Fees required for graduation ceremonies;
6. Fees for a copy of the student's records; and
7. Refundable deposits for locks or other security devices required for protection of school property when used in conjunction with courses taken for credit or a grade.

School fees are not:¹

1. Fines for overdue library books;
2. Fines for the abuse of school parking privileges and other school rules developed for the safe and efficient operation of the school;
3. Fines assessed against an individual school or the district by the Tennessee Secondary School Athletic Association (TSSAA) for a fan ejected for unsportsmanlike conduct;
4. Charges for lost, damaged, or destroyed textbooks, library books, workbooks, or other school property;
5. Charges for debts owed the school;
6. Refundable deposits for locks or other security devices required for protection of school property when used in not-for-credit extracurricular activities;
7. Costs to participate in not-for-credit extracurricular activities, including athletics; and
8. Tuition for non-resident students.

No fee will be charged any student as a condition to attending school,² but students shall be responsible for normal school supplies, such as pencils and paper.

School fees shall be waived for students who receive free or reduced-price school lunches during the applicable school year.¹ The application for determining eligibility for free or reduced-price lunches on

1 a form supplied by the State Department of Education shall be used to verify student eligibility for fee
2 waivers.

3 At the beginning of the school year, each principal shall be responsible for providing to all students and
4 their parents or guardians written notice of the required student fees and the process for fee waiver for
5 students who receive free or reduced-price lunches. The parent or guardian of an eligible student must
6 sign the appropriate application for free or reduced-price lunches and the waiver of school fees, but may
7 pay for all or a portion of the school fees.

8 Written notice of approval or denial of request for fee waivers shall be provided to all parents or
9 guardians. Any denial shall contain specific grounds for denial and an opportunity for the parent or
10 guardian to meet with appropriate school personnel.

11 Persons collecting fees shall be provided a list containing only the names of those students eligible for
12 waivers and for whom they are responsible for collecting fees. Any records related to this program
13 which identify particular students shall be maintained in strictest confidence.

14 Prior to the beginning of school each year, the Board, upon the recommendation of the principals and
15 director of schools, shall approve all student fees for the upcoming school year. Additional fees may be
16 approved during the year as needed. The director of schools shall be responsible for maintaining copies
17 of all correspondence relating to this program.

18 No employee may charge a student for any service rendered on the school premises. Tutoring one's own
19 student for pay is prohibited.

20 **FINES**

21 Students who destroy, damage, or lose school property, including but not limited to buildings, school
22 buses, books, equipment, and records, will be responsible for the actual cost of replacing or repairing
23 such materials or equipment.³

24 The grades, grade cards, diploma or transcript of a student who is responsible for vandalism or theft or
25 who has otherwise incurred a debt to a school may be held until the student or the student's
26 parent/guardian has paid for the damages. When the student and parent are unable to pay the debt, the
27 district shall provide a program of voluntary work for the minor. Upon completion of the work, the
28 student's grades, diploma, and/or transcripts shall be released. Such sanctions shall not be imposed if
29 the student is not at
30 fault.⁴

31 Failure to remit the cost of replacing or repairing such materials or to make satisfactory arrangements
32 with the administration for payment may result in suspension of the student. If payment is not remitted,
33 the matter will be referred to the Board for final disposition.

- 1 Textbooks are available free to students as a loan. Parent(s) will accept full responsibility for the proper
2 care, preservation, return, or replacement of textbooks issued to the student(s). The condition of each
3 book and a book number shall be recorded by the teacher issuing it.
- 4 The life of the book is considered to be six (6) years. Charges for lost books will be the remaining life
5 of the book. Damage fines will be based on the wear beyond that normally expected for one year. For
6 one year's wear there will be no charge.
- 7 Fines may be assessed for overdue, damaged, or lost library books. In no event will the fine exceed the
8 current cost of replacing the book.
- 9 According to State Department of Education interpretation, an individual with a disability should not be
10 denied a copy of his educational record, including but not limited to grade cards, diplomas, certificates
11 of progress, transcripts, Individual Educational Plans, progress reports and other records in the student's
12 file, notwithstanding the fact he might owe for a lost notebook.

Legal References:

1. TCA 49-2-114
2. TCA 49-6-3001(A); TCA 49-2-110(c)
3. TCA 37-10-101 through TCA 37-10-102
4. TRR/MS 0520-1-3-.03(13)

Cross References:

Revenues 2.400
Textbook Selection, Distribution and Care 4.401
Care of School Property 6.311

Rutherford County Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: <b style="text-align: center;">Student Board Member	Descriptor Code: <b style="text-align: center;">1.1021	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Board authorizes the participation of a student representative to the Board.¹ If the Board chooses
 3 to appoint a student board member, the student board member shall serve in an advisory, nonvoting
 4 role. The student board member’s term shall begin September 1 and end June 1 and they shall serve
 5 without compensation.

6 **SELECTION**

7 To be determined.

8 **ATTENDANCE AT BOARD MEETINGS**

9 The student board member is expected to attend board meetings. Students will fully contribute their
 10 unique perspective and opinions.

11 Student board members shall not participate in the following:

- 12 1. Student discipline hearing appeals;
- 13
- 14 2. Teacher disciplinary matters;
- 15
- 16 3. Meetings with legal counsel; or
- 17
- 18 4. Confidential school safety plan meetings.
- 19

Legal References

- 1. [Public Acts of 2025, Chapter No. 359](#)

PUBLIC NOTICE

July 31, 2025

The Rutherford County Board of Education will join in a closed meeting pursuant to the Tennessee Code Annotated 49-6-3401(a) on August 5, 2025, at the end of the scheduled Board Work Session at the Rutherford County School Board of Education, 2240 Southpark Dr., Murfreesboro, TN 37128.

The Board will convene to conduct a student disciplinary hearing. This hearing will be closed to the public to protect the confidentiality of the student and allowed by Tennessee law.

The Board will not conduct business, discuss any subject, or take a vote on any matter other than the appeal to be heard.