



AMENDED AGENDA

METROPOLITAN BOARD OF PUBLIC EDUCATION

2601 Bransford Avenue, Nashville, TN 37204

Regular Meeting – August 13, 2019 – 5:00 p.m.

Sharon Dixon Gentry, EdD, Chair

I. CONVENE and ACTION

- A. Call to Order
- B. Pledge of Allegiance
- C. Quorum Validation
- D. Adoption of the Agenda

II. PUBLIC PARTICIPATION

The Board will hear from those persons who have requested to appear at this Board meeting. In the interest of time, speakers are requested to limit remarks to three minutes or less. Comments will be timed.

III. AND THE GOOD NEWS IS...

- A. Tennessee Ambassadors for Music Program
 - a. McGavock High School
 - i. Patrick Thordsen
 - ii. Joey Tosh
 - iii. Paul Calloway II
 - b. Antioch High School
 - i. Robert Watkins
 - ii. Luke Sweat
 - iii. Javier Ortiz
 - iv. Shelby Hibbs
- B. McGavock High School Ambassadors
 - a. Laura Botros, Hospitality and Tourism Management pathway
 - b. Samantha Altidort, Medical Therapeutic Services pathway
 - c. Nathan Karaszewski, Aviation Flight pathway
- C. East Nashville High School Girls Track Team – State Champions

IV. GOVERNANCE ISSUES- OUR ORGANIZATION

- A. Actions
 - 1. Consent
 - a. Approval of Minutes – 07/09/2019 – Regular Meeting
 - b. Recommended Approval of Memorandum of Understanding (MOU) between MNPS and Metropolitan Transit Authority (MTA) and Metro Public Works (MPW)
 - c. Recommended Award of Contract for Boiler Replacement at Thurgood Marshall Middle School – Tennessee Elite Mechanical, LLC
 - d. Recommended Award of Contract for HVAC Upgrades at Julia Green Elementary School –Brymak & Associates, Inc.
 - e. Recommended Award of Contract for Lighting Upgrades at Johnson Alternative Learning Center – Enterprise Solutions
 - f. Recommended Approval of Change Order #1 for Maplewood High School Stadium and Track Improvements –Carter Group LLC

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- g. Recommended Approval of Request #7 for Small Scope Projects at Various Schools (Amqui Elementary School Structural Repairs) – Bomar Construction Company
- h. Recommended Approval of Request #8 for Small Scope Projects at Various Schools (Paragon Mills Elementary School Canopy) – SouthLand Constructors, Inc.
- i. Awarding of Purchases and Contracts
 1. Achieve3000
 2. Applicant Insight, Inc.
 3. Applied Maintenance Supplies & Solutions
 4. Barnes & Noble Booksellers, Inc.
 5. Best One Tire of Nashville, Inc.
 6. Brentwood Services Administrators, Inc.
 7. CDW-G
 8. CMS Uniforms & Equipment Inc.
 9. Connecticut General Life Insurance Company (CIGNA)
 10. Coughlan Companies LLC, dba Capstone
 11. Cumberland International
 12. Curriculum Associates
 13. Dell Marketing (2 contracts)
 14. Dynamic Recycling of Tennessee LLC.
 15. Ferguson Enterprises, LLC
 16. FleetPride Inc.
 17. Franklin Covey Client Sales, Inc.
 18. Hazelden Betty Ford Foundation
 19. Home Depot/USA Inc.
 20. Imagine Learning Inc.
 21. Industrial Staffing of Tennessee
 22. IXL Learning
 23. Jarrett Builders Inc.
 24. Jigsaw Learning LLC dba TeachTown
 25. Kinems, Inc.
 26. KIPP Nashville, Nonprofit LLC
 27. Lawrence Glass
 28. Learning Without Tears
 29. Mid-Tenn Ford
 30. NCS Pearson, Inc.
 31. Neely Coble Company Inc.
 32. Parman Energy
 33. Personal Computer Systems Inc.
 34. Positive Action, Inc.
 35. Praters Inc.
 36. QuaverMusic.com, LLC
 37. Rush Truck Center of Nashville
 38. Snider Fleet Solutions
 39. TEKSystems
 40. University of Pittsburgh dba Institute for Learning
- j. Board Policies
 - 1.1021 Boardmanship Code of Ethics
 - 1.804 Drug-Free Workplace and Duty to Report
 - 2.403 Surplus Property Sales
 - 2.601 Fundraising Activities
 - 3.202 Emergency Preparedness Plan

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- 3.212 District Water Testing
- 3.218 Service animals in District Facilities
- 3.401 Transportation Eligibility, Scheduling, and Routing
- 4.200 Curriculum Development
- 4.202 Special Education
- 4.203 Additional Credit Opportunities
- 4.204 Summer School
- 4.206 Special Programs
- 4.207 English Learners
- 4.210 Credit Recovery
- 4.302 Field Trips/Excursions/Competitions
- 4.401 Textbooks and Instructional Materials
- 4.500 Community Instructional Materials
- 4.601 Reporting Student Progress
- 4.602 Honor Roll, Awards, and Class Rank
- 4.603 Promotion and Retention
- 4.604 Credit for Prior Courses
- 4.605 Graduation Requirements
- 4.606 Graduation Activities
- 4.700 Testing Programs
- 4.802 Student Facility Equal Access
- 5.200 Separation Practices for Tenured Teachers
- 5.201 Separation Practices for Non-Tenured Teachers
- 5.305 Family and Medical Leave
- 6.201 Compulsory Attendance Ages
- 6.203 School Admissions
- 6.204 Attendance of Non-Resident Students
- 6.206 Transfers Within the System
- 6.308 Bus Safety and Conduct
- 6.400 Promoting Student Welfare
- 6.412 Emergency Allergy Response Plan
- 6.4051 Glucagon and Anti-Seizure Medication
- 6.500 Special Education Students
- 6.506 Students from Military Families
- 6.600 Student Records
- 6.601 Student Records Annual Notification of Right

k. Additional Educator Eligible for Tenure

- 2. Certify Teacher Dismissal Charges: Mary Cottingham

3. Knowledge Academies

V. DIRECTOR'S REPORT

- A. Opening of Schools

VI. WRITTEN INFORMATION TO THE BOARD

- A. Sales Tax Collections as of July 20, 2019

VII. ANNOUNCEMENTS

VIII. ADJOURNMENT

METROPOLITAN BOARD OF PUBLIC EDUCATION MEETING – July 9, 2019

Members present –Rachael Anne Elrod, Jill Speering, Christiane Buggs (Vice-chair), Fran Bush, Will Pinkston, Amy Frogge, Gini Pupo-Walker, Sharon Gentry (Chair), Adrienne Battle

Members absent - Anna Shepherd

Meeting called to order at 5:00 p.m.

CONVENE and ACTION

- A. Call to Order
Ms. Buggs called the meeting to order.
- B. Pledge of Allegiance
Led by Dr. Sharon Gentry
- C. Quorum Validation
There was a quorum present at the meeting.
- D. Adoption of the Agenda
Ms. Frogge pulled Item-III-A-1-d-(1) Baker, Donelson, Bearman, Caldwell & Berkowitz, PC. The Board approved the agenda with changes.

PUBLIC PARTICIPATION

- A. Sharon Smith – Ms. Smith addressed the Board concerning her concerns with Knowledge Academies. She talked about her experience with the school.
- B. Jackie Cissell – Ms. Cissell addressed the Board concerning Knowledge Academies. She updated the Board on the family involvement measures taken at the school and asked for the Board support.
- C. Eric Lewis – Mr. Lewis addressed the Board concerning Knowledge Academies. He asked the Board to support the school.
- D. James Bristol – Mr. Bristol addressed the Board concerning Knowledge Academies. He gave the Board brief history the schools successes and asked for the Board’s support.
- E. Delana Claybrooks – Ms. Claybrooks addressed the Board concerning Knowledge Academies and offered her support of the school.
- F. Roy Renfro – Mr. Renfro addressed the Board concerning his experiences with Knowledge Academies.
- G. Brian Densmore – Mr. Densmore addressed the Board concerning his experiences with Knowledge Academies.
- H. Scott Schumpert – Mr. Schumpert addressed the Board concerning his support of Knowledge Academies.

GOVERNANCE ISSUES

- A. Consent
 - a. Approval of Minutes - 06/25/2019 and 07/01/2019 - Meetings
 - b. Recommended Award of Contract for Parking Lot Addition at Cole Elementary School – Pride Concrete, LLC
 - c. Recommended Approval of Request #1 for Small Scope Projects at Various Schools (Johnson Alternative Learning Center) – Case Restoration Company
 - d. Awarding of Purchases and Contracts
 - ~~1. Baker, Donelson, Bearman, Caldwell & Berkowitz, PC~~
 - 2. The Big Picture Learning dba Big Picture Learning
 - 3. Davis Demographics & Planning
 - 4. Donors Choose
 - 5. Noser Consulting LLC
 - 6. Snap Raise
 - 7. State of Tennessee, Office of Criminal Justice Programs
 - 8. YWCA of Nashville and Middle Tennessee
 - e. 2019-2020 MNPS Student Parent Handbook

Ms. Buggs read the consent agenda.

Motion to approve the consent agenda as read.

By Christiane Buggs, seconded Jill Speering

Motion Passes

Vote: 8-0 Unanimous

Motion to approve Item-III-A-1-d-(1.) Baker, Donelson, Bearman, Caldwell & Berkowitz, PC

By Amy Frogge, seconded Jill Speering

Motion Passes

Vote: 8-0 Unanimous

- B. Resolution to Name the Transportation Building “The Carlisle Beasley, Jr Building”

Ms. Speering read the following resolution

WHEREAS, Metro Nashville Public Schools’ Board of Education is the local governmental body responsible for providing public education to the students in Nashville, Tennessee; and

WHEREAS, Carlisle Beasley, Jr, a retired career employee of the Metro Nashville Public School Transportation Department, serving 33 years as Director of Pupil Transportation, passed away on Memorial Day, May 27, 2019, at the age of 83; and

WHEREAS, his relentless focus on transportation safety for Nashville’s public school students resulted in national prominence within the Pupil

Transportation Industry, and an incomparable perfect safety record of more than 600 million daily school bus rides for Nashville students without a single fatality or serious injury; and

WHEREAS, his successful execution of the transportation component of the 1971 court-ordered desegregation plan enabled Metro Nashville Public Schools to become nationally recognized as a model for successful pupil integration; and

WHEREAS, throughout the transition stages of the desegregation plan, Mr. Beasley routinely broke down barriers by meeting arriving school buses in areas of stiff resistance, regularly escorting anxious children to the comfort of awaiting teachers and principals and intervening on their behalf in threatening situations; and

WHEREAS, his successful safety record and selfless leadership style not only translated into national recognition for The Metro Nashville Public School District, but also translated into acknowledgement from his peers, with national honors including:

- **Co-founder and President of the National Association of Pupil Transportation**
- **National Safety Council Board Member and Chairman of its School Transportation Committee**
- **The Distinguished Service Award, the highest honor given, from both the National Safety Council and the National Association of Pupil Transportation, and**
- **School Bus Magazine's "Man of the Year"; and**

WHEREAS, The Metropolitan Nashville Board of Public Education, in gratitude for his exemplary service and on behalf of the students and parents served by the Metropolitan Nashville Public School District, has unanimously decided to memorialize this extraordinary public servant by permanently naming the Metro Nashville Public School Transportation Department building as the "Carlisle Beasley, Jr Building";

NOW, THEREFORE, BE IT RESOLVED that the building that houses the Metro Nashville Public School Transportation Department be permanently named the Carlisle Beasley, Jr Building to recognize the substantial contributions Carlisle Beasley, Jr made to the students and parents of the Metro Nashville Public School District and the citizens of Metropolitan Nashville and Davidson County.

Motion to approve Resolution to Name the Transportation Building "The Carlisle Beasley, Jr Building".

By Jill Speering, seconded Rachael Anne Elrod

Motion Passes

Vote: 8-0 Unanimous

C. Knowledge Academies

Motion to require the Charter School Office to send written notice to Knowledge Academies that the Board may consider a motion to revoke the Charter agreements after 30 days based on the reason for possible revocation as stated and discussed during the Board meeting.

By Fran Bush, seconded Jill Speering

Motion Passes

Vote: 8-0 Unanimous

Motion to require the Charter School Office to request any additional documentation for Knowledge Academies needed for consideration by the Board in the possible revocation decision.

By Fran Bush, seconded Jill Speering

Motion Passes

Vote: 8-0 Unanimous

DIRECTOR'S REPORT

- A. Strategic Plan Update – Dr. Williams, Dr. Changas and staff presented the Strategic Plan Update to the Board.

ANNOUNCEMENTS

- A. Ms. Speering announced that she would bring a resolution to the next Board meeting concerning Carlisle Beasley, Jr, a retired career employee of the Metro Nashville Public School Transportation Department.
- B. Ms. Walker gave an update on the construction at Hillsboro High School. She also announced the new principals in her district.
- C. Ms. Shepherd announced that the Music Makes Us Council will begin meeting and she will continue to serve on the council.
- D. Ms. Shepherd announced the new principals in her district.
- E. Ms. Elrod announced that she will attending the Nashville Pride parade on June 22nd.
- F. Ms. Elrod suggested that Board receive training on Open Meetings from the TN Comptroller.
- G. Ms. Buggs thanked the Nashville Tools for Schools program for their support of MNPS.

WRITTEN INFORMATION TO THE BOARD

- A. Sales Tax Collections as of June 20, 2019

Ms. Frogge adjourned the meeting at 7:53 p.m.



Chris M. Henson

Board Secretary

Sharon Gentry Date

Board Chair

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. RECOMMENDED APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MNPS AND METROPOLITAN TRANSIT AUTHORITY (MTA) AND METRO PUBLIC WORKS (MPW)

It is requested that the Board of Education approve three MOUs with both Metropolitan Transit Authority (MTA) and Metro Public Works (MPW):

1. A MOU with MTA for a shared cost in the reconfiguration of new signalization in front of Hillsboro High School on Hillsboro Pike.
2. A MOU with MPW for a shared cost in the reconfiguration of new signalization in front of Hillsboro High School on Hillsboro Pike.
3. A MOU with MTA allowing for the construction of a transit hub, which will be built on the Hillsboro High School property. All costs of the hub are provided for by MTA.

It is recommended that these MOUs be approved.

Legality approved by Metro Department of Law.

FUNDING: N/A

DATE: August 13, 2019

c. RECOMMENDED AWARD OF CONTRACT FOR BOILER REPLACEMENT AT THURGOOD MARSHALL MIDDLE SCHOOL – TENNESSEE ELITE MECHANICAL, LLC

Bid Date: July 9, 2019

Bid Time: 1:00 PM

Engineer: OLG Engineering, Inc.

Bidder:	Base Bid:
Tennessee Elite Mechanical, LLC	\$217,688.00
Four Seasons, Inc.	\$290,320.00

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45119.80406119

DATE: August 13, 2019

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. RECOMMENDED AWARD OF CONTRACT FOR HVAC UPGRADES AT JULIA GREEN ELEMENTARY SCHOOL – BRYMAK & ASSOCIATES, INC.

Bid Date: July 9, 2019
Bid Time: 1:00 PM
Engineer: OLG Engineering, Inc.

Bidder:	Base Bid:
Brymak & Associates	\$313,150.00
TN Elite Mechanical	\$344,958.00
Four Seasons	\$370,300.00
Woods Mechanical	\$385,000.00

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45119.80406119

DATE: August 13, 2019

e. RECOMMENDED AWARD OF CONTRACT FOR LIGHTING UPGRADES AT JOHNSON ALTERNATIVE LEARNING CENTER - ENTERPRISE SOLUTIONS

Enterprise Solutions performed a lighting audit of the facility to propose a lighting retrofit upgrade to reduce energy consumption. The construction cost to accomplish the recommended lighting upgrades is \$43,710. The energy savings that will be achieved will yield an estimated \$5,000 per year for the district.

Per TCA § 49-2-203, Contract for energy-related services that include both engineering and equipment, and have as their purpose the reduction of energy costs to public school facilities, shall be awarded on the basis of recognized competence and integrity and shall not be competitively bid.

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45018.80408018

DATE: August 13, 2019

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

f. RECOMMENDED APPROVAL OF CHANGE ORDER #1 FOR MAPLEWOOD HIGH SCHOOL STADIUM AND TRACK IMPROVEMENTS – CARTER GROUP, LLC

We are requesting approval to make the following changes to this contract:

1. Adjustment to contract amount due to replacement of concrete walks at concessions, field house, rest rooms, and walks to grandstands	\$73,318
2. Adjustment to contract amount due to adjustment to existing field drainage	11,930
3. Renovations to field house, restrooms, concessions, and press box	169,421
4. Additional fencing work	18,938
5. Seal and stripe parking area and driveway	14,218
6. Additional General Conditions	44,535
7. Performance bond Increase	<u>3,324</u>
Total	\$335,683

It is recommended that this change order be approved.

Legality approved by Metro Department of Law.

FUNDING: 45119.80412119

DATE: August 13, 2019

g. RECOMMENDED APPROVAL OF REQUEST #7 FOR SMALL SCOPE PROJECTS AT VARIOUS SCHOOLS (AMQUI ELEMENTARY SCHOOL STRUCTURAL REPAIRS) – BOMAR CONSTRUCTION COMPANY

We are requesting approval to issue a change order for Structural Repairs at Amqui Elementary School in the amount of \$25,248.76.

It is recommended that this request be approved.

Legality approved by Metro Department of Law.

FUNDING: 45018.80408018

DATE: August 13, 2019

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

h. RECOMMENDED APPROVAL OF REQUEST #8 FOR SMALL SCOPE PROJECTS AT VARIOUS SCHOOLS (PARAGON MILLS ELEMENTARY SCHOOL CANOPY) – SOUTHLAND CONSTRUCTORS, INC

We are requesting approval to issue a purchase order for installation of a new aluminum canopy at Paragon Mills Elementary School in the amount of \$34,000.

It is recommended that this request be approved.

Legality approved by Metro Department of Law.

FUNDING: 45119.80402119

DATE: August 13, 2019

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(1) VENDOR: Achieve3000

SERVICE/GOODS (SOW): To provide Empower 3000 Tier I adaptive learning technology in English Language Arts (ELA) and the associated professional learning services for grades 9-10.

SOURCING METHOD: Sole Source

TERM: August 14, 2019 through June 30, 2024

FOR WHOM: Antioch High School
Cane Ridge High School
East Nashville Magnet High School
Glenclyff High School
Hillsboro High School
Hillwood High School
Hunters Lane High School
John Overton High School
Knowledge Academies High School
Maplewood High School
RePublic High School
Stratford STEM Magnet School Upper Campus
The Cohn Learning Center
Whites Creek High School

COMPENSATION: Contractor to be paid in accordance with Attachment A.

Total compensation under this contract is not to exceed \$362,933.

OVERSIGHT: Federal Programs

EVALUATION: Effectiveness of Tier I supplemental programming and support.

MBPE CONTRACT NUMBER: 2-713499-04

SOURCE OF FUNDS: Federal – Adaptive Learning Technology Grant

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(2) VENDOR: Applicant Insight, Inc.

SERVICE/GOODS (SOW): Contract for the provision of pre-employment criminal background checks including activities required under the Fair Credit Reporting Act, work or education verification on candidates for employment, integration of data with the Taleo applicant tracking system, and other related actions as defined in the RFP.

SOURCING METHOD: RFP 19-17

TERM: August 14, 2019 through August 13, 2024

FOR WHOM: Human Resources

COMPENSATION: This is an Indefinite Delivery/ Indefinite Quantity (IDIQ) contract based on the Pricing Exhibit A of the contract.

Total compensation under this contract is not to exceed \$1,200,000.

OVERSIGHT: Human Resources

EVALUATION: Quality of goods and services provided.

MBPE CONTRACT NUMBER: 2-402414-00

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(3) VENDOR: Applied Maintenance Supplies & Solutions

SERVICE/GOODS (SOW): Purchase of parts for School Buses and White Fleet vehicles.

SOURCING METHOD: US Communities Cooperative

TERM August 14, 2019 through June 30, 2020

FOR WHOM: Transportation

COMPENSATION: Total compensation under this contract will not exceed \$30,000.

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: US Communities # 16154

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(4) VENDOR: Barnes & Noble Booksellers, Inc.

SERVICE/GOODS (SOW): For the purchase of books and manuals for Principals and for library books at East Middle School.

SOURCING METHOD: BuyBoard Cooperative

TERM Immediate Purchase

FOR WHOM MNPS Principals and East Middle School Library

COMPENSATION: MNPS Principal books and manuals cost is \$44,353.25.
East Middle School Library cost is \$88,739.81.

Total compensation for this purchase will not exceed \$133,093.06.

OVERSIGHT: Human Resources and Curriculum & Instruction

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 531-17

SOURCE OF FUNDS: Federal Funds - Title II-A Principal Pipeline and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(5) VENDOR: Best One Tire of Nashville, Inc.

SERVICE/GOODS (SOW): For the purchase of School Bus tires.

SOURCING METHOD: Metro Government Contract

TERM August 14, 2019 through June 30, 2020

FOR WHOM: Transportation

COMPENSATION: Total compensation under this contract will not exceed \$165,000.

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: Metro Gov. 441069

SOURCE OF FUNDS: Operating Budget

i. AWARDING OF PURCHASES AND CONTRACTS

(6) VENDOR: Brentwood Service Administrators, Inc.

SERVICE/GOODS (SOW): Amendment #1 extends the current contract term to February 14, 2020. The contract is for the provision of injury-on-duty (IOD) services.

SOURCING METHOD: Amendment of a Previously Board Approved Contract

TERM: August 14, 2019 through February 14, 2020

FOR WHOM: MNPS certificated employees and substitute teachers

COMPENSATION: There is no additional funding obligated by this amendment.

Total compensation under this contract is not to exceed \$500,000.

OVERSIGHT: Human Resources

EVALUATION: Based on the deliverables outlined in RFP 13-18.

MBPE CONTRACT NUMBER: 2-468480-00A1

SOURCE OF FUNDS: Insurance Trust Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(7) VENDOR: CDW-G

SERVICE/GOODS (SOW): Solarwinds network monitoring tool that notifies if there are issues with network devices and monitors the traffic coming in and out of schools and our data center.

SOURCING METHOD: Sourcewell Cooperative

TERM: August 14, 2019 through August 22, 2020

FOR WHOM: Technology & Information Services

COMPENSATION: Total compensation under this purchase will not exceed \$27,745.

OVERSIGHT: Technology & Information Services

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 100614-CDW

SOURCE OF FUNDS: Operating Budget

i. AWARDING OF PURCHASES AND CONTRACTS

(8) VENDOR: CMS Uniforms & Equipment Inc.

SERVICE/GOODS (SOW): Employee Uniforms

SOURCING METHOD: Metro Government RFP

TERM July 1, 2019 through June 30, 2020

FOR WHOM: Maintenance

COMPENSATION: Total compensation under this contract will not exceed \$65,000.

OVERSIGHT: Maintenance

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: Metro Government 392423

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(9) VENDOR: Connecticut General Life Insurance Company (CIGNA)

SERVICE/GOODS (SOW): Amendment #12 extends the current contract term to December 31, 2019. The contract is for medical benefit and administrative services for certificated employees and retirees.

SOURCING METHOD: Amendment to a Previously Board Approved Contract

TERM: August 14, 2019 through December 31, 2019

FOR WHOM: MNPS certificated employees and retirees

COMPENSATION: There is no additional funding obligated by this amendment.

Total compensation under this contract is not to exceed \$24,500,000.

OVERSIGHT: Human Resources – Employee Benefits

EVALUATION: Based on the deliverables outlined in RFP 10-2.

MBPE CONTRACT NUMBER: 2-473318-00A12

SOURCE OF FUNDS: Insurance Trust Fund

i. AWARDING OF PURCHASES AND CONTRACTS

(10) VENDOR: Coughlan Companies LLC, dba Capstone

SERVICE/GOODS (SOW): For the purchase of Pebblego Database Books.

SOURCING METHOD: Buy Board Cooperative

TERM Immediate Purchase

FOR WHOM: MNPS students

COMPENSATION: Total compensation under this contract will not exceed \$64,657.50

OVERSIGHT: Learning Technology - Library Services

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: Buy Board 531-17

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(11) VENDOR: Cumberland International

SERVICE/GOODS (SOW): Purchase of parts and service for School Buses.

SOURCING METHOD: Sole Source (brand specific parts for warranty reasons)

TERM August 14, 2019 through June 30, 2020

FOR WHOM: Transportation

COMPENSATION: Total compensation under this contract will not exceed \$170,000.

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: Sole Source

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(12) VENDOR: Curriculum Associates, LLC

SERVICE/GOODS (SOW): To provide i-Ready Tier I adaptive learning technology in English Language Arts (ELA) and math for grades K-8.

SOURCING METHOD: Sole Source

TERM: August 14, 2019 through June 30, 2024

FOR WHOM:

- Alex Green Elementary School
- Amqui Elementary School
- Antioch Middle School
- Apollo Middle School
- Bellshire Elementary Design Center
- Buena Vista Elementary School
- Cumberland Elementary School
- Donelson Middle School
- DuPont Elementary School
- DuPont-Tyler Middle School
- Gra-Mar Middle School
- Haynes Middle Health/Medical Science Design Center
- Ida B. Wells Elementary School
- Isaac Litton Middle School
- Jere Baxter Middle School
- Joelton Middle School
- John Early Museum Magnet Middle School
- Jones Paideia Elementary Magnet School
- Knowledge Academy @ the Crossings
- Lakeview Elementary Design Center
- Madison Middle School
- McKissack Middle School
- McMurray Middle School
- Nashville Academy of Computer Science
- Robert Churchwell Museum Magnet Elementary School
- Robert E. Lilliard Elementary School
- Rosebank Elementary School
- Stratford STEM Magnet School Lower Campus
- Thomas A. Edison Elementary School
- Tom Joy Elementary School
- Warner Arts Magnet Elementary School
- Wright Middle School

COMPENSATION: Contractor to be paid in accordance with Attachment A.

Total compensation under this contract is not to exceed \$653,037.

OVERSIGHT: Federal Programs

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

EVALUATION: Effectiveness of Tier I supplemental programming and support.

MBPE CONTRACT NUMBER: 2-921172-02

SOURCE OF FUNDS: Federal – Adaptive Learning Technology Grant

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(13) VENDOR: Dell Marketing

SERVICE/GOODS (SOW): Purchase of Dell computers and equipment for scheduled refresh cycle of student laptops and staff computers. The focus will be on a scheduled refresh cycle of computers that are 5 years old or more with a heavy emphasis on student laptops (over \$7 million). The purchases are based on new technology standards recently created as part of the district technology plan.

SOURCING METHOD: Metro Government Contract (RFP)

TERM: August 14, 2019 through December 31, 2020

FOR WHOM: All MNPS

COMPENSATION: Total compensation under this purchase will not exceed \$8 million.

OVERSIGHT: Technology & Information Services

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: Metro Gov Contract 355070

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(13) VENDOR: Dell Marketing

SERVICE/GOODS (SOW): Support and Maintenance fees for VMWare. The purchase allows for continued technical support calls covering any issues with our VMWare ESX virtualization environment. It also allows us to remain up to date on current versions.

SOURCING METHOD: Metro Government Contract (RFP)

TERM: September 21, 2019 through September 20, 2020

FOR WHOM: All MNPS

COMPENSATION: Total compensation under this purchase will not exceed \$54,112.50.

OVERSIGHT: Technology & Information Services

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 355070

SOURCE OF FUNDS: Operating Budget

i. AWARDING OF PURCHASES AND CONTRACTS

(14) VENDOR: Dynamic Recycling of Tennessee LLC.

SERVICE/GOODS (SOW): For the recycling of electronics.

SOURCING METHOD: Metro Government RFP

TERM July 1, 2019 through June 30, 2020

FOR WHOM MNPS Schools and Buildings

COMPENSATION: Total compensation under this contract will not exceed \$25,000.

OVERSIGHT: Supply Center

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: Metro Government 376403

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(15) VENDOR: Ferguson Enterprises, LLC

SERVICE/GOODS (SOW): For the purchase of Plumbing and HVAC parts.

SOURCING METHOD: E & I Cooperative

TERM Immediate Purchase

FOR WHOM MNPS Schools and Buildings

COMPENSATION: Total compensation under this contract will not exceed \$40,000.

OVERSIGHT: Facilities & Maintenance

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: CNRO 1322

SOURCE OF FUNDS: Operating Budget

i. AWARDING OF PURCHASES AND CONTRACTS

(16) VENDOR: FleetPride Inc.

SERVICE/GOODS (SOW): For the purchase of School Bus parts.

SOURCING METHOD: Buy Board Cooperative

TERM August 14, 2019 through June 30, 2020

FOR WHOM: Transportation

COMPENSATION: Total compensation under this contract will not exceed \$28,000.

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: Buy Board 521-16

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(17) VENDOR: Franklin Covey Client Sales, Inc.

SERVICE/GOODS (SOW): Contractor to provide Franklin Covey Leader in Me (LiM) behavior intervention curriculum to requesting MNPS schools in grade bands K-12. Intervention curriculum to include all associated subscriptions/licenses, materials, and/or professional development training.

SOURCING METHOD: RFP 19-58

TERM: August 14, 2019 through August 13, 2024

FOR WHOM: All MNPS Schools

COMPENSATION: Contractor shall be paid in accordance with Attachment C – Pricing.

Total compensation under this contract is not to exceed \$100,000.

OVERSIGHT: Exceptional Education

EVALUATION: Quality of the products and trainings provided. Effectiveness of the products and trainings in classroom application.

MBPE CONTRACT NUMBER: 2-00804-00

SOURCE OF FUNDS: Various

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(18) VENDOR: Hazelden Betty Ford Foundation

SERVICE/GOODS (SOW): Contractor to provide The BARR Model (Building Assets Reducing Risks) behavior intervention curriculum to requesting MNPS schools in grade bands 6-12. Intervention curriculum to include all associated subscriptions/licenses, materials, and/or professional development training.

SOURCING METHOD: RFP 19-58

TERM: August 14, 2019 through August 13, 2024

FOR WHOM: All MNPS Schools

COMPENSATION: Contractor shall be paid in accordance with Attachment C – Pricing.

Total compensation under this contract is not to exceed \$100,000.

OVERSIGHT: Exceptional Education

EVALUATION: Quality of the products and trainings provided. Effectiveness of the products and trainings in classroom application.

MBPE CONTRACT NUMBER: 2-00803-00

SOURCE OF FUNDS: Various

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(19) VENDOR: Home Depot/USA Inc.

SERVICE/GOODS (SOW): For the purchase of carpentry materials and supplies.

SOURCING METHOD: U.S. Communities Cooperative

TERM July 1, 2019 through June 30, 2020

FOR WHOM: MNPS Schools and Buildings

COMPENSATION: Total compensation under this contract will not exceed \$30,000.

OVERSIGHT: Maintenance

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: US Communities 16154

SOURCE OF FUNDS: Operating Budget

i. AWARDING OF PURCHASES AND CONTRACTS

(20) VENDOR: Imagine Learning Inc.

SERVICE/GOODS (SOW): For the purchase of Imagine Language & Literacy Annual Student License.

SOURCING METHOD: Buy Board Cooperative

TERM August 14, 2019 through June 30, 2020

FOR WHOM: MNPS Students

COMPENSATION: Total compensation under this contract will not exceed \$225,000.

OVERSIGHT: Learning Technology

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: Buy Board 579-19

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(21) VENDOR: Industrial Staffing of Tennessee

SERVICE/GOODS (SOW): Temporary Staffing

SOURCING METHOD: Metro Government RFP

TERM July 1, 2019 through June 30, 2020

FOR WHOM: Hands on Science and MNPS Supply Center

COMPENSATION: Hands on Science \$ 70,000
MNPS Supply Center \$ 25,000

Total compensation under this contract will not exceed \$95,000.

OVERSIGHT: Hands on Science / MNPS Supply Center

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: Metro Government 390293

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(22) VENDOR: IXL Learning

SERVICE/GOODS (SOW): To provide IXL Math Tier I adaptive learning technology for grades 9-10.

SOURCING METHOD: Sole Source

TERM: August 14, 2019 through June 30, 2024

FOR WHOM: Antioch High School
Cane Ridge High School
East Nashville Magnet High School
Glenclyff High School
Hillsboro High School
Hillwood High School
Hunters Lane High School
John Overton High School
Knowledge Academies High School
Maplewood High School
RePublic High School
Stratford STEM Magnet School Upper Campus
The Cohn Learning Center
Whites Creek High School

COMPENSATION: Contractor to be paid in accordance with Attachment A.

Total compensation under this contract is not to exceed \$68,625.

OVERSIGHT: Federal Programs

EVALUATION: Effectiveness of Tier I supplemental programming and support.

MBPE CONTRACT NUMBER: 2-678152-02

SOURCE OF FUNDS: Federal – Adaptive Learning Technology Grant

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(23) VENDOR: Jarrett Builders Inc.

SERVICE/GOODS (SOW): Parking Lot improvements.

SOURCING METHOD: Metro Government RFP

TERM Immediate Purchase

FOR WHOM Administration Building Parking Lot

COMPENSATION: Total compensation under this contract will not exceed \$64,040.

OVERSIGHT: Facility & Grounds Maintenance

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 369038

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(24) VENDOR: Jigsaw Learning LLC dba TeachTown

SERVICE/GOODS (SOW): Contractor to provide Teach Town Elementary behavior intervention curriculum to requesting MNPS schools in grade bands PreK-5 and Teach Town Middle to requesting MNPS schools in grade bands 4-9. Intervention curriculum to include all associated subscriptions/licenses, materials, and/or professional development training.

SOURCING METHOD: RFP 19-58

TERM: August 14, 2019 through August 13, 2024

FOR WHOM: All MNPS Schools

COMPENSATION: Contractor shall be paid in accordance with Attachment C – Pricing.

Total compensation under this contract is not to exceed \$100,000.

OVERSIGHT: Exceptional Education

EVALUATION: Quality of the products and trainings provided. Effectiveness of the products and trainings in classroom application.

MBPE CONTRACT NUMBER: 2-156321-04

SOURCE OF FUNDS: Various

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(25) VENDOR: Kinems, Inc.

SERVICE/GOODS (SOW): Contractor to provide Kinems behavior intervention curriculum to requesting MNPS schools in grade bands K-5. Intervention curriculum to include all associated subscriptions/licenses, materials, and/or professional development training.

SOURCING METHOD: RFP 19-58

TERM: August 14, 2019 through August 13, 2024

FOR WHOM: All MNPS Schools

COMPENSATION: Contractor shall be paid in accordance with Attachment C – Pricing. Total compensation under this contract is not to exceed \$100,000.

OVERSIGHT: Exceptional Education

EVALUATION: Quality of the products and trainings provided. Effectiveness of the products and trainings in classroom application.

MBPE CONTRACT NUMBER: 2-380955-00

SOURCE OF FUNDS: Various

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(26) VENDOR: KIPP Nashville, Nonprofit LLC

SERVICE/GOODS (SOW): Amendment #5 to include \$350 per month for use of the MNPS-owned kitchen equipment located at KIPP Kirkpatrick Elementary School. Contractor is responsible for the equipment's maintenance. Contract is for a charter school lease.

SOURCING METHOD: Amendment to a previously approved Board contract.

TERM: August 14, 2019 through June 30, 2025

FOR WHOM: Students and faculty of KIPP Nashville, Nonprofit LLC.

COMPENSATION: \$350 per month for use of MNPS-owned kitchen equipment.

This is a revenue contract.

OVERSIGHT: Facility & Grounds Maintenance

EVALUATION: Payment of rent and maintenance of facility.

MBPE CONTRACT NUMBER: 2-474614-07A5

SOURCE OF FUNDS: Revenue

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(27) VENDOR: Lawrence Glass

SERVICE/GOODS (SOW): To purchase glass for School Buses and White Fleet vehicles.

SOURCING METHOD: Metro Government RFP

TERM August 14, 2019 through June 30, 2020

FOR WHOM: Transportation

COMPENSATION: Total compensation under this contract will not exceed \$32,000.

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 447206

SOURCE OF FUNDS: Operating Budget

i. AWARDING OF PURCHASES AND CONTRACTS

(28) VENDOR: Learning Without Tears

SERVICE/GOODS (SOW): Purchase of learning materials.

SOURCING METHOD: BuyBoard Cooperative

TERM Immediate Purchase

FOR WHOM Pre-K Students at Cohn Learning Center

COMPENSATION: Total compensation under this contract will not exceed \$51,369.34.

OVERSIGHT: Pre-K

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 573-18

SOURCE OF FUNDS: Federal Funds - Pre-K Expansion Grant

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(29) VENDOR: Mid-Tenn Ford

SERVICE/GOODS (SOW): To purchase parts and service for School Buses and White Fleet vehicles.

SOURCING METHOD: Metro Government RFP

TERM August 14, 2019 through June 30, 2020

FOR WHOM: Transportation

COMPENSATION: Total compensation under this contract will not exceed \$600,000.

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 369802

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(30) VENDOR: NCS Pearson, Inc.

SERVICE/GOODS (SOW): Contractor to provide Social Skills Improvement System (SSiS) - SEL Edition behavior intervention curriculum to requesting MNPS schools in grade bands K-12. Intervention curriculum to include all associated subscriptions/licenses, materials, and/or professional development training.

SOURCING METHOD: RFP 19-58

TERM: August 14, 2019 through August 13, 2024

FOR WHOM: All MNPS Schools

COMPENSATION: Contractor shall be paid in accordance with Attachment C – Pricing.

Total compensation under this contract is not to exceed \$100,000.

OVERSIGHT: Exceptional Education

EVALUATION: Quality of the products and trainings provided. Effectiveness of the products and trainings in classroom application.

MBPE CONTRACT NUMBER: 2-404901-11

SOURCE OF FUNDS: Various

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(31) VENDOR: Neely Coble Company Inc.

SERVICE/GOODS (SOW): Purchase parts and service for School Buses and White Fleet vehicles.

SOURCING METHOD: Metro Government RFP

TERM August 14, 2019 through June 30, 2020

FOR WHOM: Transportation

COMPENSATION: Total compensation under this contract will not exceed \$50,000.

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 368482

SOURCE OF FUNDS: Operating Budget

i. AWARDING OF PURCHASES AND CONTRACTS

(32) VENDOR: Parman Energy

SERVICE/GOODS (SOW): For the purchase of oil and lubricants.

SOURCING METHOD: Metro Contract

TERM August 14, 2019 through June 30, 2020

FOR WHOM: Transportation

COMPENSATION: Total compensation under this contract will not exceed \$103,000.

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 392060

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(33) VENDOR: Personal Computer Systems Inc.

SERVICE/GOODS (SOW): For the purchase and installation of eleven (11) Promethean Nickel Series Active Panels.

SOURCING METHOD: NCPA Cooperative

TERM Immediate Purchase

FOR WHOM: Warner Arts Magnet Elementary School

COMPENSATION: Total compensation under this contract will not exceed \$29,139.

OVERSIGHT: Learning Technology

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 01-54

SOURCE OF FUNDS: Federal – Magnet School Assistance Program Grant

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(34) VENDOR: Positive Action, Inc.

SERVICE/GOODS (SOW): Contractor to provide Positive Action behavior intervention curriculum to requesting MNPS schools in grade bands PreK-12. Intervention curriculum to include all associated subscriptions/licenses, materials, and/or professional development training.

SOURCING METHOD: RFP 19-58

TERM: August 14, 2019 through August 13, 2024

FOR WHOM: All MNPS Schools

COMPENSATION: Contractor shall be paid in accordance with Attachment C – Pricing.

Total compensation under this contract is not to exceed \$100,000.

OVERSIGHT: Exceptional Education

EVALUATION: Quality of the products and trainings provided. Effectiveness of the products and trainings in classroom application.

MBPE CONTRACT NUMBER: 2-741203-00

SOURCE OF FUNDS: Various

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(35) VENDOR: Praters Inc.

SERVICE/GOODS (SOW): Provision of annual gym floor refinishing and miscellaneous gym floor repairs.

SOURCING METHOD: Hamilton County ITB

TERM July 1, 2019 through June 30, 2020

FOR WHOM: Various Middle and High Schools

COMPENSATION: Total compensation under this contract will not exceed \$192,314.72.

OVERSIGHT: Facilities & Maintenance

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 19-18

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(36) VENDOR: QuaverMusic.com, LLC

SERVICE/GOODS (SOW): Contractor to provide Quaver SEL behavior intervention curriculum to requesting MNPS schools in grade bands K-5. Intervention curriculum to include all associated subscriptions/licenses, materials, and/or professional development training.

SOURCING METHOD: RFP 19-58

TERM: August 14, 2019 through August 13, 2024

FOR WHOM: All MNPS Schools

COMPENSATION: Contractor shall be paid in accordance with Attachment C – Pricing.

Total compensation under this contract is not to exceed \$100,000.

OVERSIGHT: Exceptional Education

EVALUATION: Quality of the products and trainings provided. Effectiveness of the products and trainings in classroom application.

MBPE CONTRACT NUMBER: 2-156785-02

SOURCE OF FUNDS: Various

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

- (37) VENDOR: Rush Truck Center of Nashville
- SERVICE/GOODS (SOW): Purchase of School Bus parts and service.
- SOURCING METHOD: Buy Board Cooperative
- TERM August 14, 2019 through June 30, 2020
- FOR WHOM: Transportation
- COMPENSATION: Total compensation under this contract will not exceed \$450,000.
- OVERSIGHT: Transportation
- EVALUATION: Quality and timeliness of services provided.
- MBPE CONTRACT NUMBER: Buy Board 521-16
- SOURCE OF FUNDS: Operating Budget

i. AWARDING OF PURCHASES AND CONTRACTS

- (38) VENDOR: Snider Fleet Solutions
- SERVICE/GOODS (SOW): Purchase of School Bus tires.
- SOURCING METHOD: Metro Government RFP
- TERM August 14, 2019 through June 30, 2020
- FOR WHOM: Transportation
- COMPENSATION: Total compensation under this contract will not exceed \$95,000.
- OVERSIGHT: Transportation
- EVALUATION: Quality and timeliness of services provided.
- MBPE CONTRACT NUMBER: 441067
- SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(39) VENDOR: TEKSystems

SERVICE/GOODS (SOW): Staffing augmentation for Sharepoint Online migration. This project moves all school and district users of SharePoint 2010 to the cloud-based SharePoint online services. This project also encompasses the rollout of Microsoft Teams to schools and district departments.

SOURCING METHOD: Metro Contract

TERM: August 14, 2019 through June 30, 2020

FOR WHOM: Technology & Information Services

COMPENSATION: Total compensation under this purchase will not exceed \$250,000.

OVERSIGHT: Technology & Information Services

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 349548

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

i. AWARDING OF PURCHASES AND CONTRACTS

(40) VENDOR: University of Pittsburgh dba Institute for Learning

SERVICE/GOODS (SOW): For the provision of Content Overlapping Verbal-language and Efficacy (COVE) mathematics materials and professional development.

SOURCING METHOD: Sole Source

TERM: August 14, 2019 through June 30, 2020

FOR WHOM: Pre-K Teachers and Students

COMPENSATION: Contractor shall be paid in accordance with Attachment A.

Total compensation under this contract is not to exceed \$95,900.

OVERSIGHT: Federal Programs

EVALUATION: Based on the quality assessment of the University's deliverables and the effectiveness of the materials and training for MNPS teachers and students.

MBPE CONTRACT NUMBER: 2-426810-06

SOURCE OF FUNDS: Federal - Pre-K Expansion Grant

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: Boardmanship Code of Ethics	Descriptor Code: 1.1021	Issued Date: 08/13/19
		Rescinds: GP-9	Issued: 08/12/2003

1 The board adopts these standards to guide its members as they provide educational leadership for the
2 youth of our state.

3 **ARTICLE I. MY RELATIONS TO THE CHILDREN**

4 Section 1. I will at all times think in terms of “children first,” always determining
5 how my actions and decisions will affect the education and training of
6 children.

7 Section 2. I will seek to provide equal educational opportunities for all children
8 regardless of ability, race, color, sex, creed, or location of residence.

9 **ARTICLE II. MY RELATIONS TO MY COMMUNITY**

10 Section 1. I will endeavor to appraise fairly both the present and future educational
11 needs of the community and to support improvements as finances permit.

12 Section 2. I will represent at all times the entire school community and refuse to
13 represent special interests or partisan politics.

14 Section 3. I will endeavor to keep the community informed about the progress and
15 needs of the schools.

16 **ARTICLE III. MY RELATIONS TO TEACHERS AND PERSONNEL**

17 Section 1. I will support the employment of those persons best qualified to serve as
18 employees and insist on a regular and impartial evaluation of all staff.

19 Section 2. I will support and protect personnel in performance of their duties.

20 Section 3. I will not criticize employees publicly but will make such criticism to the
21 director of schools for investigation and action if necessary.

22 **ARTICLE IV. MY RELATIONS WITH OTHER BOARD MEMBERS**

23 Section 1. I will recognize that authority rests only with the board in official
24 meetings, and that the individual member has no legal status outside of
25 such meetings.

1	Section 2.	I will refuse to make promises as to how I will vote on a matter
2		that will come before the board.
3	Section 3.	I will make decisions only after a complete discussion of items at
4		a board meeting.
5	Section 4.	I will respect the opinion of other members and will accept the
6		principle of “majority rule.”
7	ARTICLE V.	MY RELATIONS WITH THE DIRECTOR OF SCHOOLS
8	Section 1.	I will support the full administrative authority as well as
9		responsibility for the director of schools to properly discharge all
10		professional duties.
11	Section 2.	I will hold the director of schools accountable for working with
12		staff and requiring them to work within the framework of policies
13		set up by the board.
14	Section 3.	I will refer all complaints and concerns to the director of schools.
15	ARTICLE VI.	MY RELATIONS TO MYSELF
16	Section 1.	I will educate myself about my duties and responsibilities and
17		current educational issues by individual study and through
18		participation in programs providing needed information, such as
19		those sponsored by my state and national school boards
20		associations.
21	Section 2.	I will avoid conflicts of interest, and I will refrain from using my
22		position on the board for personal or partisan gain.

1
2

 SCHOOL DISTRICT CODE OF ETHICS
CONFLICT OF INTEREST DISCLOSURE STATEMENT

3
4
5
6

Instructions: This form is for reporting personal interests required to be disclosed under Section 3 of the Code of Ethics of this school district. Officials and employees are required to disclose personal interests in matters that affect or would lead a reasonable person to infer that it would affect the exercise of discretion of an official or employee.

7
8
9
10

1. Date of disclosure: _____

2. Name of official or employee: _____

3. Office and position: _____

4. Description of personal interest (describe below in detail):

11
12

Signature of official or employee

13
14

Witness Signature

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Drug-Free Workplace and Duty to Report	Descriptor Code: 1.804	Issued Date: 08/13/19
		Rescinds: HC 132	Issued: 05/01/15

1 ALCOHOL & DRUG-FREE WORKPLACE

2 No employee while on or in the workplace shall unlawfully manufacture, distribute, dispense, possess,
3 use, or be under the influence of any illegal or unauthorized drugs¹ or any alcohol.²

4 Any employee who violates the terms of this policy shall be subject to disciplinary action, including
5 but not limited to, suspension, dismissal, and/or referral for prosecution.

6 The Director of Schools shall be responsible for providing a copy of this policy to all school district
7 employees.

8 DEFINITIONS

9 “Workplace” shall include any school building or any school premise; any school-owned or any other
10 school-approved vehicle used to transport students to and from school or school activities; and off-
11 school property during any school-sponsored or school approved activity, event, or function.

12 “Illegal drugs” shall include any narcotic drug, hallucinogenic drug, amphetamine, barbiturate,
13 marijuana, or any other controlled substance as defined by federal law.³

14 “Unauthorized drugs” shall include, but are not limited to, inhalants; any designer, synthetic,
15 derivative, analogous, or "look-alike" substances that are manufactured, designed, or intended to
16 resemble and/or mimic the effects of illegal drugs; any legally prescribed drugs being used in a manner
17 for which they were not intended or prescribed including, but not limited to, the use of prescription
18 drugs prescribed for another individual; and any lawful substances that could result in impairment of
19 physical or mental capacity that is threatening to the health or safety of the employee or others.⁴

20 “Alcohol” shall include, but is not limited to, spirits, liquor, wine, beer, and any liquid
21 containing alcohol as defined by state and federal law.⁵

22 DUTY TO REPORT

23 All MNPS employees must report any arrest or criminal citation to the appropriate department head or
24 principal within 24 hours, or on the first workday following the incident. It is not necessary to report
25 traffic citations other than those related to drugs/alcohol unless driving is a condition of the employee’s
26 work or unless otherwise required by the employee’s department.

Legal References

1. Drug Free Workplace Act of 1988, 41 USCA § 8103
2. TCA 39-17-715
3. TCA 49-5-1003
4. TCA 57-4-102; 26 USCA § 5002
5. 21 USCA § 812

Cross References

- Supervision 5.108
- Drug & Alcohol Testing for Employees 5.403
- Drug-Free Schools 6.307

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: <h2 style="text-align: center;">Surplus Property Sales</h2>	Descriptor Code: <h3 style="text-align: center;">2.403</h3>	Issued Date: <h3 style="text-align: center;">08/13/19</h3>
		Rescinds:	Issued:

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.

5 Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be
 6 disposed of without the necessity of bids. In order for such disposal without bids, the Director of Schools
 7 and the Board Chair shall agree in written form that the property is of no value or is of less value than
 8 five hundred dollars (\$500).²

9 If reasonable attempts to dispose of surplus properties fail to produce monetary return to the district, the
 10 Board shall approve other methods of disposal.³

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

13 **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS⁴**

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

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

Legal References

- 1. TCA 49-6-2006(b)(3); TCA 49-6-2208
- 2. TCA 49-6-2007; Public Acts of 2019, Chapter No. 413
- 3. TCA 12-2-403(a)
- 4. 2 CFR § 200.313

Cross References

- Duties of Officers 1.201
- Inventories 2.702
- Textbooks 4.401

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Fundraising Activities	Descriptor Code: 2.601	Issued Date: 08/13/19
		Rescinds: FM 2.107	Issued: 11/01/09

1 *Definition*

2 A fundraiser is considered to be an activity conducted by the school which is intended to generate a
3 profit and designed to provide supplemental revenue for the student activity general fund or an individual
4 club or class account. These fundraising activities may include, but are not limited to vending operations,
5 bookstores, pictures, concessions, carnivals, book sales, candy sales, or similar activities. Fundraising
6 activities do not include membership dues, fees, fines, ticket sales for sanctioned athletic events, activity
7 fees, and similar fees.

8 *General*

9 The following general guidelines shall be followed:

- 10 1. Employees shall not engage in non-school sponsored fundraising activities in their official
11 capacity as district employees nor make any reference to non-school sponsored fundraisers,
12 online or otherwise, that would lead another to believe such activity is an approved school
13 fundraiser.
- 14 2. The principal must submit a written request for approval of all fundraising activities including
15 online fundraising to the director or his/her designee 30 days in advance of the proposed
16 beginning date of the fundraiser. Fundraisers should be planned and submitted for approval at
17 the beginning of the school year. This includes fundraising activities that involve the
18 participation of the general student population or individual student groups sponsored by the
19 school or employees of the school and school support organization fundraisers. Such request
20 must be signed by the director of schools or his/her designee before any fundraising information
21 is disseminated.
- 22 3. The director of schools or his/her designee shall determine whether or not the activity will benefit
23 the school, individual student group, or school support organization. It shall be determined
24 whether the activity contributes to the welfare of the student body, and supplement, not replace,
25 funds necessary to fulfill the board's required obligations.
- 26 4. The principal's authorization request shall contain the following information:¹
 - 27 a. The proposed fundraising activities;
 - 28 b. Purpose of the fundraising activity;
 - 29 c. Proposed uses of funds raised;

1 d. Expected student involvement in fundraising activity (school-wide or individual class or
2 club);

3 e. Anticipated beginning and ending dates; and

4 f. Margin of profit and how it is to be paid to the school.
5

6 5. A copy of the fundraising request and approval must be on file in the Department of School
7 Audit after final approval and at the school level.
8

9 6. Funds raised for a specific purpose shall only be used for the stated purpose.
10

11 7. At the conclusion of any fundraiser a profit or loss report must be prepared and kept on file at
12 the school level. A fundraiser summary report is also required for fundraisers with designated
13 purposes.
14

15 8. Fundraising companies and other salespersons shall obtain permission in writing from the
16 director of schools' office in order to visit the schools.

17 9. Any commission payable by companies shall be paid to the school in the form of a check or
18 ACH to be deposited in the school's student activity funds. No school employee shall
19 personally benefit from any fundraising activity.
20

21 *Student Participation*

22 Pursuant to TCA 49-2-110 (c), no school shall require any student to participate in a fundraiser. Further
23 clarification comes through TRR/MS 0520-1-3-.03 that states that a student may not be penalized for
24 choosing not to participate in a fundraising activity by withholding of grades or transcripts and may not
25 be excluded from the activity. Rewards for participation will not be considered discriminatory.

26 **Limitations**

27 Monies raised should be expended in ways to benefit the student body that raised the funds. Salaries,
28 staff development and in-service activities are not allowable expenditures from student activity
29 fundraising activities.

30 **LOTTERIES**

31 Raffles and Lotteries are prohibited. No fundraising activity shall be conducted which distributes prizes
32 or makes awards to winners from among purchasers of chances by means of tickets through a random
33 selection process.²

34 **ONLINE FUNDRAISING**

35 Online fundraising must meet all fundraising requirements established by the board and the *Tennessee*
36 *Internal School Uniform Accounting Policy Manual*. The following guidelines for online fundraising
37 must be followed:
38

- 1 1. A fundraiser request approval is required.
- 2
- 3 2. The online fundraising shall be conducted through a contracted vendor approved by the
- 4 board.
- 5
- 6 3. The fundraiser should be titled on the website as a “MNPS - School Name – Team/Teacher
- 7 Name” fundraiser.
- 8
- 9 4. The fundraiser website account should be set up under the MNPS’s EIN#.
- 10
- 11 5. All funds raised must be deposited directly into the school bank account from the website.
- 12 Personal bank accounts shall not be used.
- 13
- 14 6. The fundraiser must have a clear beginning and ending date within the same school year.
- 15
- 16 7. At the conclusion of the fundraiser, a copy of the website Donation and Withdrawal Report
- 17 must be generated from the site by the bookkeeper and filed in the school’s bookkeeping
- 18 records. The Department of School Audit may request a copy of the website donation and
- 19 withdrawal report to review and it must be submitted within seven (7) days of the request.
- 20

21 The principal or his/her designee of each school shall have access to the established fundraising
22 account as an admin user to ensure all funds are properly accounted for, and the information is
23 recorded in the school’s accounting records by the bookkeeper. Online fundraising shall not be used on
24 behalf and for the benefit of an outside party or individual.

26 **FUNDRAISING FOR NON-EDUCATIONAL PURPOSES³**

27 On approval of the principal, an employee may be authorized to raise and use funds for the following
28 non-educational purposes:

- 29 1. Bereavement support;
- 30
- 31 2. Award recognition;
- 32
- 33 3. Employee morale;
- 34
- 35 4. Banquets; or
- 36
- 37 5. Other situations at the principal’s discretion.

38 These funds shall be derived from sources of revenue approved by the director of schools.

1 The Director of Schools shall develop administrative procedures regarding the receipt, disbursement,
2 accounting, and auditing of these non-educational funds. The Director of Schools shall ensure that the
3 procedures are consistent with board policy and state law and disseminate them to all employees.
4

5 **Disciplinary Action**

6 The school principal is responsible and accountable for ensuring that all school fund raising activities
7 and projects are conducted in accordance with this policy and the *Tennessee Internal School Uniform*
8 *Accounting Policy Manual*. Any necessary disciplinary action for violation of this policy will be
9 administered through the Human Resources Department.

Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-32
2. Tenn. Op. Att'y Gen. No. 03-049 (Apr. 22, 2003)
3. Public Acts of 2019, Chapter No. 134

Cross References

Revenues 2.400
Student Activity Funds Management 2.900
Staff Gifts and Solicitations 5.605

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 08/13/19
		Rescinds:	Issued:

1 The director of schools shall be responsible for developing, maintaining, and acquiring board approval
2 of the district Emergency Preparedness Plan,¹ which shall include procedures for bomb threats, civil
3 disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and medical
4 emergencies.

5 The principal of each school shall develop and implement emergency preparedness drills which shall
6 be approved by the director of schools. When appropriate, such drills shall be held in conjunction with
7 emergency response agencies. These procedures shall be in written form and distributed to all staff,
8 students, and parents.

9 **FIRE AND SAFETY DRILLS**

10 The principal shall ensure that one fire drill requiring full evacuation is given every thirty (30) school
11 days, with two (2) fire drills occurring during the first thirty (30) full days of the school year.
12 Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted
13 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 tornado/severe weather, earthquakes, armed intruders, or other emergency drills that
16 do not require full evacuation. These drills shall include one tornado/severe weather drill in September
17 and an additional drill in March. A record of all fire or safety drills, including the time and date, shall
18 be kept in each school's office.³

19 **ARMED INTRUDER DRILLS**

20 The director of schools or his/her designee shall ensure that each school safety team conducts at least
21 one (1) armed intruder drill annually in coordination with local law enforcement.⁴

22 **AED DRILLS**

23 All schools with an AED shall conduct a CPR and AED drill to ensure students are aware of the steps
24 that must be taken in the event of a medical emergency. The principal shall be responsible for ensuring
25 the drill occurs.⁵

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

1 MEDICAL EMERGENCIES/PANDEMIC FLU

- 2 In the event of medical emergencies, such as a pandemic flu outbreak, school officials shall cooperate
3 and consult with the local and state health departments and other local emergency or healthcare
4 providers in protecting students and the community from further infection. The director of schools
5 shall develop procedures for health emergencies in accordance with state law and regulations.⁶

Legal References

1. TRR/MS 0520-1-3-.03(18)
2. Public Acts of 2017, Chp. No. 451
3. TCA 68-102-137(b), (f)
4. Public Acts of 2017, Chp. No. 313
5. TCA 49-2-122(b)(2)(A); TCA 49-6-1208; Public Acts of 2019, Chapter No. 391
6. Tennessee Department of Health Pandemic Influenza Response Plan,
http://health.state.tn.us/ceds/PDFs/2006_PanFlu_Plan.pdf

Cross References

- Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: District Water Testing	Descriptor Code: 3.212	Issued Date: 08/13/19
		Rescinds:	Issued:

1 *General*

2 All district facilities built before January 1, 1998 shall be tested for lead in drinking water every two (2)
3 years.¹

4 The Director of Schools shall develop appropriate administrative procedures to facilitate this testing and
5 address any necessary corrective action.

6 **RESPONSE TO TESTING RESULTS¹**

7 If test results show that lead levels equal or exceed five parts per billion (5 ppb), the school shall
8 immediately remove the drinking water source from service. The drinking water source shall not be
9 available for use until retesting confirms the water lead level does not exceed five parts per billion (5
10 ppb). If corrective action is taken, retesting shall occur within ninety (90) days.

11 The Director of Schools/designee shall notify the appropriate authorities within twenty-four (24) hours
12 of a test result showing that lead levels equal or exceed twenty parts per billion (20 ppb).
13 Parent(s)/guardian(s) shall be notified within five (5) business days of such test result.

Legal References

1. Public Acts of 2018, Chapter No. 977

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Service Animals in District Facilities	Descriptor Code: 3.218	Issued Date: 08/13/19
		Rescinds:	Issued:

1 In accordance with the provisions of the Americans with Disabilities Act, service dogs and trained
2 miniature horses¹ (hereinafter referred to as service animals) are permitted for use by individuals with
3 disabilities on district property and in district facilities provided the individuals and their animals meet
4 the requirements and responsibilities covered in this policy.

5 When an individual with a disability seeks to bring a service animal into a district facility, the district is
6 entitled to ask the individual if the animal is required because of a disability and what work or task the
7 animal has been trained to perform.² The district is not entitled to ask for documentation that the animal
8 has been properly trained, but the individual bringing the animal into a district facility will be held
9 accountable for the animal's behavior.

10 Any service animal brought into a district facility by an individual with a disability must have been
11 trained to do work or perform tasks for the individual. The work or tasks performed by the service animal
12 must be directly related to the handler's disability. Examples of work or tasks include, but are not limited
13 to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting
14 individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent
15 protection, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the
16 presence of allergens, retrieving items such as medicine, providing physical support and assistance with
17 balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and
18 neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

19 The crime deterrent effects of an animal's presence and the provision of emotional support, well-being,
20 comfort, or companionship do not constitute work or tasks for the purposes of this policy.

21 Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of
22 a public entity's facilities where members of the public, participants in services, programs or activities,
23 or invitees, as relevant, are allowed to go.

24 A service animal shall be under the control of its handler. A service animal shall have a harness, leash,
25 or other tether unless either the handler is unable because of a disability to use a harness, leash, or other
26 tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe,
27 effective performance of work or tasks, in which case the service animal must be otherwise under the
28 handler's control by means of voice control, signals, or other effective means.

29 District staff may ask an individual with a disability to remove a service animal from the premises if:

- 30 1. The animal is out of control and the animal's handler does not take effective action to control it;
31

1 2. The animal is not housebroken; or

2

3 3. The animal's presence would fundamentally alter the nature of the service, program, or activity.³

4 If the district excludes a service animal due to the reasons listed above, the district shall give the
5 individual with a disability the opportunity to participate in the service, program, or activity without
6 having the service animal on the premises.

7 The district and its staff are not responsible for the care or supervision of a service animal brought onto
8 district property or into district facilities by an individual with a disability.

9 The district shall not ask or require an individual with a disability to pay a surcharge, even if people
10 accompanied by pets are required to pay fees, or to comply with other requirements generally not
11 applicable to people without pets.

12 Students and employees making use of a service dog must provide annually proof of a negative result from a fecal
13 test for intestinal parasites, and annual proof of the following vaccinations: DHLPPC (Distemper, Hepatitis,
14 Leptospirosis, Parinfluenza, Coronavirus, Bordetella, and Rabies).

15 All service animals must be:

16 1. Spayed or neutered (dogs only);

17 2. Treated for, and kept free of, fleas, ticks, and other parasites; and

18 3. Kept clean and groomed to avoid shedding and dander.

Legal References

1. 28 CFR § 35.104

2. 28 CFR § 35.136

3. 28 CFR § 35.130

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Transportation Eligibility, Scheduling, and Routing	Descriptor Code: 3.401	Issued Date: 08/13/19
		Rescinds: SS 3.118	Issued:

1 ELIGIBILITY

2 The district provides, as a privilege, transportation to children that reside within the Davidson County.
3 Students legally enrolled in the district will be eligible for transportation to their zoned school according
4 to the following distance:

- 5 • Elementary Schools (Grades K-4) – greater than 1 ¼ miles
- 6 • Middle Schools (Grades 5-8) – greater than 1 ¼ miles
- 7 • High Schools (Grades 9-12) – greater than 1 ½ miles

8 The actual distance for eligibility shall be determined as follows:

- 9 • From the center of the driveway of the student’s home where it intersects the public thoroughfare,
10 and along the nearest public vehicular thoroughfare or pedestrian walkway. In the event no
11 driveway exists on this thoroughfare, the center of the student’s home where it would intersect
12 with the thoroughfare will be the determining boundary.
- 13 • All apartment complexes, trailer courts, public housing projects, etc. will be measured from the
14 center of said complexes, to the entrance of the zoned school.
- 15 • The limited boundary at the zoned school will be a point where the school bus normally
16 discharges passengers.

17 After all eligible riders have been assigned, principals may recognize hardship conditions and
18 temporarily assign empty seats on buses to students (grades K-12) that reside less than the eligible
19 distance from the zoned school. These students will be picked up and discharged at the closest existing
20 stop from the student’s residence. In the event empty seats are not available, the principal may identify
21 specific safety hazards and request additional seats.

22 Non-eligible bus riders may be transported unless their presence causes an overload or disturbance.

23 The director of schools or his/her designee shall approve all requests for empty seats.

24 SCHEDULING AND ROUTING

25 The transportation supervisor shall be responsible for surveying all bus routes and scheduling bus
26 transportation, including the determination of bus stops and the assignment of students. When
27 determining a route, the transportation supervisor consider the economy of the route, student safety, and
28 transit time.

29 Appeals of transportation decisions shall be made to the director of schools.

- 1 Students shall not be in transit to and from school more than one and one-half (1 ½) hours each way.¹
- 2 Upon being hired and at the beginning of each school year thereafter, every bus driver shall be given the
3 policies and procedures relative to the transportation program.²
- 4 Once the official route is begun, stops shall only be made to take on, discharge, or transfer students.
5 Buses shall not make any non-designated stops, except for emergencies, when transporting students.
- 6 No student may exit the bus at a destination other than that student's designated bus stop. The director
7 of schools shall develop procedures that would allow a student to exit the school bus at an alternative
8 location. However, no student shall be allowed to exit the bus at a stop other than the student's regular
9 bus stop unless the student provides the driver with a signed note from the parent or guardian informing
10 the driver of the change in the student's bus stop for the day. The driver shall turn the note over to the
11 principal as soon as practical after the completion of the route.³
- 12 In the event that the driver finds it necessary for a student to exit the bus at a stop other than the student's
13 designated stop in order to preserve the safety of other student passengers or the driver, the driver may
14 remove the offending student from the bus provided that the driver secures the safety of the student for
15 the uncompleted trip. A driver shall report to school authorities as soon as possible, but no later than the
16 end of the route, any student refusing to obey the driver or exiting the bus without the driver's permission
17 at a point other than the student's destination for that trip.⁴
- 18 Students who ride school buses shall attend the school designated unless the board designates an
19 alternate school. If a parent chooses to send his/her child to another school in the system, the parent
20 must provide transportation to and from that school.

Legal References

1. TCA 49-6-2105
2. TCA 49-6-2118(b)
3. TCA 49-6-2118(a)
4. TCA 49-6-2118(c), (d)

Cross References

- Bus Conduct 6.308
- Homeless Student 6.503
- Students in Foster Care 6.505

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: <h2 style="text-align: center;">Curriculum Development</h2>	Descriptor Code: <h3 style="text-align: center;">4.200</h3>	Issued Date: <h3 style="text-align: center;">08/13/19</h3>
		Rescinds:	Issued:

1 Instructional materials for the school system shall be selected in each subject area for grades K-12 and
 2 presented to the board for adoption.^{1,2}

3 Teacher representatives shall participate in the district-wide adoption cycle process for instructional
 4 materials in their appropriate subject areas.

5 Instructional materials will be made available to teachers of the appropriate content area in the format
 6 of the adoption.

7 Experimentation with newer concepts of curriculum design, scheduling, and instructional techniques is
 8 encouraged but must have prior approval of the principal. An experimental program requires the
 9 approval of the director of schools, the board, the Commissioner of Education, and the State Board of
 10 Education.²

11 A course may become a permanent part of the school program after three (3) years of operation upon
 12 approval of the State Board of Education.²

13 **IMPLEMENTATION**

14 The primary responsibility for ensuring the effective operation of the curricular programs and activities
 15 shall be delegated to the director of schools.

16 The school principals shall be responsible for administering the established instructional programs of
 17 their respective schools.

Legal References

1. TCA 49-1-302(a)(1)-(3), (8)
2. TRR/MS 0520-01-03-.05(1)(a); TRR/MS 0520-01-03-.05(2)

Cross References

In-Service & Staff Development Opportunities 5.113

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Special Education	Descriptor Code: 4.202	Issued Date: 08/13/19
		Rescinds:	Issued:

1 The board shall provide access to a free appropriate public education to all children with disabilities ages
2 3-21, inclusive, residing within the jurisdiction of the school system. The plan for implementation of
3 appropriate instruction and special education services shall be in accordance with the current *Rules,*
4 *Regulations, and Minimum Standards* of the State Board of Education,¹ and state² and federal³ law.

5 The board shall develop and periodically update a local plan for providing special education services for
6 students with disabilities. Specifically, the board shall ensure the following:

- 7 1. All children with disabilities living within the school system receive a free and appropriate
8 public education and the services to meet their unique needs; and
9
- 10 2. The rights of children with disabilities and their parents are protected.

11 The plan shall seek to accomplish the following objectives:

- 12 1. To carry out a comprehensive screening and assessment plan emphasizing the early
13 identification and evaluation of students.
14
- 15 2. To use the Individual Education Program Team (IEP-Team) for reviewing assessment,
16 formulating programming, and determining services for every student, including review of
17 proposed suspensions when appropriate, in accordance with the State Board of Education
18 *Rules, Regulations, and Minimum Standards*;
19
- 20 3. To ensure that services are provided in the least restrictive environment. to the maximum extent
21 appropriate and with age-appropriate peers;
22
- 23 4. To provide each child with a disability with an individual educational program (IEP)
24 specifically designed to meet his/her unique needs;
25
- 26 5. To provide continuing evaluation of progress for each child with a disability, including at least
27 annual review of each IEP and complete re-evaluation at least every three (3) years;
28
- 29 6. To ensure that procedural safeguards required by state and federal laws are adhered to; and
30
- 31 7. To involve parents of children with disabilities in a meaningful dialogue with school personnel
32 which will begin with an initial referral and continue throughout the student's educational
33 career.

Legal References

1. TRR/MS 0520-01-09
2. TCA 49-10-101 et seq.
3. Education of Individuals with Disabilities, 20 U.S. C. Sections 1400-1485; Section 504 of the Rehabilitation Act of 1973 (Note: Section 504 of the Rehabilitation Act of 1973 has been interpreted by the courts to protect individuals with contagious diseases.)

Cross References

Special Education Students 6.500

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Additional Credit Opportunities	Descriptor Code: 4.203	Issued Date: 08/13/19
		Rescinds:	Issued:

1 **ADVANCED COLLEGE PLACEMENT**

2 High school students may complete the twelfth grade through enrollment in an institution of higher
3 education or the participation in the course of an institution of higher education. Upon completing college
4 level courses, the student shall earn credit for the corresponding courses of his/her senior year of high
5 school.¹

6 The director of schools shall develop procedures to ensure that building principals and guidance
7 counselors are aware of this policy and are promoting the educational opportunities it provides.

8 **ENROLLMENT IN COLLEGE LEVEL COURSES**

9 Students in the 11th or 12th grades who are in good standing may earn high school credit by enrolling
10 in college level courses which are conducted at times other than the regular school day at an institution
11 of higher education.² Written approval by the principal shall be required before enrollment.

12 Grades earned in such college level courses may be used to determine class rank, grade point average,
13 and class valedictorian or salutatorian, provided the grading scale used by the college corresponds with
14 the grading scale of the school system.

15 The board shall not be responsible for transportation to and from the college or for payment of tuition.

16 **CORRESPONDENCE COURSES³**

17 High school students may earn a maximum of three (3) units of academic credit to be applied toward
18 graduation requirements in accordance with State Board of Education rules.

19 **VIRTUAL/ON-LINE COURSES**

20 High school students may also earn academic credit to be applied toward graduation requirements by
21 completing online courses offered through agencies or institutions approved by the board. Credit from
22 these online or virtual courses may be earned only in the following circumstances:

- 23 1. The course is not offered at the high school or although the course is offered at the high school,
24 the student has an unavoidable scheduling conflict;
- 25 2. The course will serve as a supplement to extend homebound instruction;
- 26 3. The student has been expelled from a regular school setting, but educational services are to be
27 continued; or

1 4. The principal, with agreement from the student's teachers and parents/guardians, determines the
2 student requires a differentiated or accelerated learning environment.

3 The express approval of the principal/designee shall be obtained before a student enrolls in a virtual
4 course. The school must receive an official record of the final grade before credit toward graduation will
5 be recognized.

6 Through a supervision plan, the school shall be responsible for providing appropriate supervision and
7 monitoring of students taking virtual courses.

Legal References

1. TRR/MS 0520-01-03-.06(4)(a)
2. TRR/MS 0520-1-3-.06(4)(b)
3. TRR/MS 0520-1-3-.03(8)

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Summer School	Descriptor Code: 4.204	Issued Date: 08/13/19
		Rescinds: IM 4.133	Issued: 04/01/10

- 1 Summer schools shall be organized and operated as a part of the public school program and shall comply
- 2 with rules and regulations of the State Board of Education.¹

- 3 On an annual basis, the director of schools shall recommend a summer school program which must be
- 4 approved by the board. This recommendation shall consist of the courses to be offered, those students
- 5 who are eligible to attend, attendance requirements, and other relevant information of the program.

- 6 The board may adopt tuition rates for those students attending a summer school program.²

Legal References

1. TRR/MS 0520-01-03-.03(7)(a)
2. TCA 49-6-3003

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Special Programs	Descriptor Code: 4.206	Issued Date: 08/13/19
		Rescinds: IM 4.162	Issued: 01/01/10

1 **HOMEBOUND INSTRUCTION**

2 The Homebound Instruction Program is for students who because of health impairments, are unable to
3 attend the regular instructional program.

4 To qualify for the Homebound Program, a student must have a health impairment of sufficient
5 seriousness as to anticipate that the student will be absent for a minimum of five (5) consecutive school
6 days. The student must be certified by a physician as being health-impaired and unable to attend the
7 regular instructional program. The services provided the homebound student should reflect capabilities
8 and be determined by the homebound instructor, after consultation with appropriate professional staff
9 of the student's assigned school.

10 **HOMEBOUND PROGRAM FOR PREGNANT STUDENTS¹**

11 The homebound instruction program for pregnant students shall consist of three (3) hours of instruction
12 per week for a period of six (6) weeks.²

13 The student's physician shall recommend, in writing, the six (6) week period for which the student shall
14 be eligible for homebound instruction.

15 A homebound instruction program for longer than the six (6) week period shall only be provided to a
16 student who is certified in writing by her physician as having health complications arising from the
17 pregnancy that prevent her from returning to regular classes.

Legal References

1. TCA 49-10-1102
2. TRR/MS 0520-01-02-.10

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: English Learners	Descriptor Code: 4.207	Issued Date: 08/13/19
		Rescinds:	Issued:

1 If students are classified as English Learners (ELs), the district shall take reasonable actions to provide
2 equal access to its programs. The students are entitled to services specifically designed to improve their
3 English proficiency, which are needed for ELs to access the Tennessee Academic Standards. Students
4 who are English learners (“EL”) shall be identified, assessed, and provided appropriate services. No
5 child shall be admitted to or excluded from any program or extra-curricular activity based on the
6 student’s surname or EL status.¹

7 The director of schools shall evaluate the effectiveness of the district’s language assistance programs to
8 ensure EL students will acquire English proficiency and the ability to participate in the standard
9 instructional program within a reasonable period.

10 PARENTAL NOTIFICATION³

11 Parents of EL students shall be given notice of, and information regarding, the instructional program
12 within the first thirty (30) days of the school year, or within the first two weeks of a student being placed
13 in a language instruction educational program (LIEP). At a minimum, the notice will include the
14 following:³

- 15 1. The reason for identifying the child as an EL student;
- 16 2. The child’s level of English language proficiency, including how the level was assessed, and the
17 status of the child’s academic achievement;
- 18 3. Methods of instruction used in the program, methods of instruction in other available programs,
19 and how they differ;
- 20 4. How the program meets the educational strengths and needs of the student, and how the program
21 will help the student reach English language proficiency and meet academic standards;
- 22 5. Program exit requirements, rate of transition to a standard instructional program classroom, and
23 expected rate of high school graduation;
- 24 6. How the program meets the goals of an EL student with an IEP; and
- 25 7. Information on the parents’ right to withdraw the student from the program or choose another
26 program or method of instruction if available.

27 Parental involvement is encouraged, and parents shall be regularly apprised of their child's progress.⁴

28

1 **ENGLISH LANGUAGE INSTRUCTION PROGRAM**

2 The board directs the administration to develop and implement language instruction programs that:²

- 3 1. Appropriately identify EL students in a timely, valid, and reliable manner.
- 4 2. Determine the appropriate instructional environment for EL students.
- 5 3. Provide EL students with a language assistance program that is educationally sound and proven
- 6 successful.
- 7 4. Annually assess the English proficiency of EL students and monitor the progress of students in
- 8 order to determine their readiness for standard instructional program.
- 9 5. Monitor the progress of students that have exited the EL program.

Legal References

1. Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 1112(e)(3)(D)
2. Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 3113(b)(3)(B)
3. Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 1112(e)(3)(A)
4. Elementary and Secondary Education Act, as amended by ESSA (Pub. L. 114-95), § 1112(e)(3)(C)

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Credit Recovery	Descriptor Code: 4.210	Issued Date: 08/13/19
		Rescinds: IM 4.171	Issued: 06/01/16

1 **GENERAL**¹

2 The primary focus of course recovery is to allow students the opportunity to earn credit for a course
3 previously failed. The director of schools shall ensure that credit recovery facilitators receive training
4 regarding course organization, online instruction management, and related technology.

5 A student may recover credit through MNPS electronic credit recovery curriculum or through MNPS
6 Virtual School. If a student has written, pre-approval from the school principal, a student may use
7 credit recovery through an outside, accredited institution; or if available, retake the course at the school
8 in a face-to-face setting. Students may only recover one failed course at a time. The failed course must
9 be successfully completed prior to starting a new credit recovery course.

10 Credit recovery teachers shall comply with all State Board of Education certification requirements.¹

11 **ADMISSION AND REMOVAL**²

12 No student shall be admitted to or otherwise enrolled in credit recovery courses unless:

- 13 1. The student's parent/guardian gives written consent for the student to enroll in the proposed
14 credit recovery course. Parents/guardians should be informed that not all postsecondary
15 institutions will accept credit recovery courses for credit and that the NCAA Clearinghouse will
16 not accept credit recovery courses for credit; and
17
- 18 2. The student has previously taken an initial, non-credit recovery section of the proposed course
19 and received a grade of at least fifty percent (50%). Students who receive a grade of below fifty
20 percent (50%) in the non-credit recovery section of the course must re-take the course.

21 Upon approval by the principal or designee, the school counselor will enroll the student in the
22 appropriate course and will notify the appropriate teacher that the student has been enrolled.

23 If a student is seeking to recover credit for the first semester of a two-semester course, the student may
24 not receive the full credit for the course until he/she has enrolled in and passed the second semester of
25 the course and taken any applicable End of Course examinations.

26 The board shall track students enrolled in credit recovery courses as directed by the Tennessee
27 Department of Education.

1 **INSTRUCTION AND CONTENT**¹

2 Credit recovery teachers shall work closely with credit recovery facilitators to correlate class content
3 and instruction. The teacher of record will determine which standards/modules each student must
4 complete as a requirement to recover credit.

5 The director of schools shall ensure that all credit recovery courses:

6 1. Align with Tennessee's current academic standards for the relevant course content area, as
7 approved by the State Board of Education; and

8
9 2. Differentiate instruction to address individual student growth needs based on diagnostic
10 assessment or End of Course data.

11 Students in credit recovery programs shall:

12 1. Complete a course skill-specific diagnostic to determine skill-specific goals;

13
14 2. Meet individual skill-specific goals in a flexible time frame as established by identified student
15 need; and

16
17 3. Master all individualized skill-specific goals as established by the diagnostic process in order to
18 earn credit.

19 **GRADES**³

20 All students must complete a summative test covering the semester/year with at least 70% mastery.
21 Students passing credit recovery shall receive a grade of seventy percent (70%).

22 Grades awarded in credit recovery courses shall adhere to the State Board of Education's Uniform
23 Grading Policy.

24 Within five school days of completing the course, the teacher will generate a comprehensive report of
25 the student's performance including a complete list of lesson assignments, grade earned for each
26 lesson, summative test score and the final grade. One copy will be kept on file by the teacher, and a
27 second copy will be provided to the school counselor. Within five days of receipt, the school counselor
28 will backfill the student's transcript with the appropriate course code.

29 Students are not permitted to take first time credit through a MNPS electronic course recovery system
30 without written prior approval by the Executive Director of School Counseling and/or the Executive
31 Officer for High Schools. Students enrolled in a Simon Youth Foundation Academy, Cohn School, or
32 Adult High School may use an electronic credit recovery system for first time credit.

Legal References

1. SBOE Policy 2.103(7)(b)
2. SBOE Policy 2.103(7)(a)
3. SBOE Policy 2.103(7)(c)

Cross References

Grading System 4.600
Promotion and Retention 4.603

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Field Trips / Excursions / Competitions	Descriptor Code: 4.302	Issued Date: 08/13/19
		Rescinds: SP 6.151	Issued:

- 1 The board encourages field trips and excursions when the experiences are an integral part of the school
- 2 curriculum and contribute to the Board's desired educational goals.

- 3 The director of schools shall develop forms and procedures for submitting, reviewing, and approving
- 4 requests for field trips. Any request for a field trip, excursion, or competition which requires students to
- 5 travel out of the country requires prior board approval.

Cross References

Special Use of School Vehicles 3.402
Attendance 6.200

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Textbooks and Instructional Materials	Descriptor Code: 4.401	Issued Date: 08/13/19
		Rescinds:	Issued:

1 **SELECTION¹**

2 The selection of textbooks and instructional materials shall be completed according to the laws and
 3 policies required by the State of Tennessee and the State Textbook Commission. The responsibility for
 4 textbook and instructional materials selection rests with the local textbook selection committees subject
 5 to approval by the board. The director of schools shall establish a procedure for providing citizens of the
 6 community with an opportunity to examine proposed textbooks and instructional materials prior to their
 7 final adoption,² including public notice of time and location at which textbooks and instructional
 8 materials may be examined. Once the proposed textbooks and instructional materials have been
 9 approved by the board, the director of schools shall post the list of all approved textbooks and
 10 instructional materials on the school system’s website and send a copy of the list to the commissioner of
 11 education.

12 **COMPLAINTS & RECONSIDERATION**

13 The director of schools shall develop forms and procedures to enable citizens to file complaints regarding
 14 the selection or content of approved textbooks and instructional materials. Following the conclusion of
 15 this administrative process, a complainant may appeal an outcome to the board.

16 **DISTRIBUTION**

17 The director of schools shall designate an employee to be responsible for the purchase and distribution
 18 of textbooks and instructional materials in each school. The principal shall be responsible for seeing that
 19 each student has access to the distributed textbooks and instructional materials at no cost to the student.

20 **CARE OF TEXTBOOKS³**

21 Textbooks and instructional materials are property of the board and shall be returned at the end of the
 22 school year, upon completion of the course or upon withdrawal from a course or school. Parents are to
 23 sign an agreement stating they shall be responsible for the textbooks and instructional materials received
 24 and used by their children.

25 The following reimbursement schedule shall be used as a guide for collecting fines for lost or destroyed
 26 books:

	Age of Book	Amount Collected
27		
28	1 - 2 years	100% of replacement cost
29	3 - 4 years	75% of replacement cost
30	5 or more years	50% of replacement cost

1 The Board shall approve and periodically review a schedule of fines for damaged books. In cases where
2 the book is damaged to the extent it is no longer useable, the amount collected shall conform to the
3 reimbursement schedule for lost books. A fine may only be assessed in cases where the pupil or parent
4 damages, loses or defaces the textbook either through willful intent or neglect.⁴

5 Following an interview with parties and an investigation, if needed, the principal may assess the
6 appropriate fine and notify the parents in writing.

7 The principal may include with the notice a provision stating that failure to pay the fine imposed
8 within a reasonable time may result in the imposition of one of the following sanctions:³

- 9 1. Refusal to issue any additional textbooks until restitution is made;
- 10 2. Withholding of all grade cards, diplomas, certificates of progress, or transcripts until restitution
11 is made;
- 12 3. Not allowing the pupil to take interim or final examinations or to earn course credit in the
13 course for which the textbook is prescribed until restitution is made; or
- 14 4. Reducing the pupil's grade in the course for which the textbook is prescribed by one (1) letter
15 grade or ten (10) percentage points until restitution is made.

16 The principal may waive the assessment of fines when in his/her judgment the student is the victim of
17 uncontrollable circumstances and not responsible for the damages.

18 **INSPECTION**

19 A list of textbooks used by the schools shall be revised annually by building administrators under the
20 direction of the director of schools. Textbooks shall be available for inspection by parents/guardians
21 upon request, and the director of schools shall develop procedures for the inspection of materials and
22 distribute these procedures to each principal.⁵

Legal References

1. TCA 49-6-2207(e), (e)-(f); TCA 49-6-2202(d)
2. 20 USCS § 1232h(a); TCA 49-6-7003
3. TCA 49-3-310(1)(B)
4. TCA 49-3-310(1)(C)
5. 20 USCA § 1232h(a); TCA 49-6-7003

Cross References

- Surplus Property Sales 2.403
- Reconsideration of Instructional Materials 4.403
- Controversial Materials 4.801
- Student Fees and Fines 6.709

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Community Instructional Resources	Descriptor Code: 4.500	Issued Date: 08/13/19
		Rescinds: SS 3.111	Issued:

1 USE OF COMMUNITY RESOURCE PERSONS

- 2 The board recognizes the value of community resource people, agencies, and establishments in the
3 educational program and authorizes the use of such resources with approval of the principal and the
4 director of schools. Schools and educators are encouraged to establish and maintain an inventory of
5 such resources.

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Reporting Student Progress	Descriptor Code: 4.601	Issued Date: 08/13/19
		Rescinds:	Issued:

1 REPORT CARDS

2 Student progress reports shall be provided at least once every four and a half (4.5) weeks during the school year.
3 The reporting procedure shall be in writing and shall be uniform for all reporting periods during each school year.¹
4 Each report shall be signed by the parents and returned promptly to the school.

5 Student progress reports shall include information on attendance, academic progress, and other information
6 necessary to communicate effectively with the parents.

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

11 PARENT CONFERENCES

12 At least one (1) time during the school year, conferences shall be scheduled in which parents and teachers may
13 discuss any pertinent problems or other matters of concern regarding the development and education of each
14 student. These scheduled conferences shall not use any portion of the 180 days of classroom instruction.² The
15 director of schools shall be responsible for scheduling and coordinating system wide conferences.

16 Conferences shall be physically accessible to all students, parents and/or guardians.³

17 REPORTS OF WITHDRAWALS

18 The director of schools/attendance director shall be responsible for complying with state laws and regulations
19 relating to the reporting of withdrawals of students, and the director of schools is authorized to develop procedures
20 to ensure compliance.⁴

Legal References

1. TRR/MS 0520-01-03-.05(3)(a); TCA 49-6-901
2. TCA 49-6-7002
3. 28 CFR § 36.201
4. TCA 49-6-3017

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

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Honor Roll, Awards, & Class Ranking	Descriptor Code: 4.602	Issued Date: 08/13/19
		Rescinds:	Issued:

1 HONOR ROLL

2 Honor roll students shall be determined by standards recommended by the director of schools and
3 approved by the board. Unless a student or the parent/guardian of a student objects, the names of honor
4 roll students may be released to the news media.

5 AWARDS AND CONTESTS

6 Prior to a school department or club presenting honors or awards or conducting contests, the school's
7 principal shall approve such honor, award, or contest. Following approval, the principal shall keep on
8 file the name of the honor, award or contest; the basis for selection of the award or honor; the method of
9 participation; and the reason for the contest.

10 CLASS RANKING

11 All grades earned in high school courses for credit shall be counted toward the grade point average and
12 the rank in class.

13 To become valedictorian or salutatorian, a student must:

- 14 1. Have the highest weighted grade point averages (GPA). If there is a tie, then the unweighted
15 grade point average will be the tie-breaker.
- 16 2. Be enrolled in the high school at least three (3) of the five (5) semesters preceding the final
17 semester. The final semester shall not be used in determining class standing.
- 18 3. Have a 21 or higher composite score on the ACT (or comparable SAT score based on the most
19 recent concordance chart). This will begin with students starting the 9th grade in the 2020-21
20 school year and after.

Cross References

Grading System 4.600
Graduation Requirements 4.605

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Promotion and Retention	Descriptor Code: 4.603	Issued Date: 08/13/19
		Rescinds: IM 4.145	Issued: 09/01/11

1 The board expects students to meet grade-level standards and progress through each grade within one
2 school year. To accomplish this, instruction should be focused on the district academic standards,
3 accommodate the varying needs and interests of individual students, and include strategies for addressing
4 academic deficiencies. To further promote student learning, schools and parents should form
5 partnerships that involve parents in their child's education; foster shared responsibility among students,
6 parents, and staff; and encourage ongoing two-way communication between parents and the school.

7 Students shall progress through the grade levels by demonstrating growth in learning and by meeting the
8 grade-level academic standards established by the district. Progress toward high school graduation shall
9 be based on the student's ability to pass the subjects and electives necessary to earn the required number
10 of credits. Students will be promoted to the next grade level in high school based on district-established
11 criteria and credits earned.

12 Students not making adequate progress in meeting district-established criteria will be identified as early
13 in the school year and in their school career as practicable. When a student is identified as being at risk
14 of retention, parents will be notified, and the student will be provided interventions. The interventions
15 prescribed will be designed to assist the students in reaching grade-level expectations in core academic
16 areas and to motivate and connect students to school. Such opportunities may include but are not limited
17 to tutorial programs, after-school programs, and/or summer school programs. On-going assessment of
18 student progress will be a part of each intervention program.

19 A student in third grade shall not be promoted to the next grade level unless the student has shown a
20 basic understanding of curriculum and ability to perform the skills required in the subject of reading as
21 demonstrated by the student's grades or standardized test results. However, the student may be promoted
22 if the student participates in an LEA approved research-based intervention prior to the beginning of the
23 next school year.¹

24 The director of schools or his/her designee shall report, at least annually, on any intervention programs
25 available to students in the third grade and recommend any new programs or the modifications of any
26 existing programs to better serves these students.

27 In order to enhance the opportunity for remediation, students with who are at risk of being retained shall
28 be identified as early as possible in the school year. Parents shall be notified when problems are identified
29 and shall be informed periodically of remedial efforts and given progress reports.

30 Before a student is retained, the parents shall be informed in writing and shall have the opportunity to
31 participate in a conference at least six (6) weeks before the end of the school year.

32 The following factors shall be considered in making a decision on promotion and retention:²

- 1 1. *Mastery of essential competencies.* Students shall have mastered essential skills sufficiently to
2 ensure a likelihood of success at the next grade level.
- 3 2. *Special procedures for students with an IEP.* Students who have been identified as having High
4 risk students shall be given special consideration.
- 5 3. *Flexible placement.* Use of conditional promotion, remedial summer programs, assignment to
6 transitional classes, and other approaches to meeting the needs of students shall be given
7 consideration.
- 8 4. *Attendance.* Attendance shall become a relevant factor only when excessive absenteeism
9 becomes an educational problem.
- 10 5. *Conduct.* Retention shall not be used as a disciplinary measure.
- 11 6. *Previous retention.* Except under unusual circumstances, students shall not be retained more
12 than once in the same grade.
- 13 7. *Grade level.* Retention shall be considered more appropriate in grades K-3.

14 Once the decision to retain has been made:

- 15 1. A report of each student retained shall be made to the director of schools;
- 16 2. Documentation verifying student deficiencies shall be placed in the student's record;
- 17 3. Parents shall have the right to appeal any decision through appeal procedures established by
18 board policy; and
- 19 4. The teacher shall be consulted at each level of the appeal procedure.

20 Educational approaches and techniques for the repeated year shall vary from the prior year in order to
21 provide an appropriate instructional program. Variations may include, but are not limited to, the
22 following:

- 23 1. different teacher(s);
- 24 2. different strategies;
- 25 3. different materials; and/or
- 26 4. varying lengths of time per subject and/or physical setting in classroom.

27 For the purpose of determining the effectiveness of retention toward improving student achievement,
28 the progress of retained students shall be monitored for at least three (3) years.

Legal References

1. TCA 49-6-3115
2. TRR/MS 0520-01-03-.05(3)(b)

Cross References

Grading System 4.600
Reporting Student Progress 4.601
Attendance 6.200

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Credit for Prior Courses	Descriptor Code: 4.604	Issued Date: 08/13/19
		Rescinds:	Issued:

1 Students enrolled in grades 9-12 who have taken the equivalent of a high school level course in middle
2 school may earn high school credit for graduation, except in American History, under the following
3 guidelines:^{1,2}

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

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

9 The director of schools shall develop procedures for:

- 10 1. Making application for credit;
- 11 2. Administering and scoring the examination; and
- 12 3. Record keeping to ensure that proper credit is given.

Legal References

1. TRR/MS 0520-01-03-.06(2)
2. TCA 49-6-1202

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Graduation Requirements	Descriptor Code: 4.605	Issued Date: 08/13/19
		Rescinds:	Issued:

1 GENERAL

2 The program of studies shall include areas required by the State Board of Education.

3 Before high school graduation, every student shall;

- 4 1. Achieve the specified units of credit;
- 5 2. Take the required end of course exams;¹
- 6 3. Have satisfactory records of attendance and conduct,
- 7 4. Take the ACT or SAT in the 11th grade;² and
- 8 5. Pass a United States civics test.³

9 SPECIAL EDUCATION STUDENTS⁴

10 Special education students who successfully complete their Individualized Educational Program (IEP),
11 pass the required competency assessment and have satisfactory records of attendance and conduct shall
12 be awarded a regular diploma. A special education diploma shall be awarded to students who have
13 satisfactorily completed their IEP and who have satisfactory records of attendance and conduct, but who
14 have not met the proficiency testing requirements.⁵

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

- 17 1. satisfactorily completed their IEP;
- 18 2. maintained satisfactory records of attendance and conduct;
- 19 3. completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment
20 (SKEMA);
- 21 4. completed at least four (4) years of high school; and
- 22 5. has two (2) years of paid or non-paid work experience.

23 The decision to attain an occupational diploma shall be made at the conclusion of the student's tenth
24 (10th) grade year, or two (2) academic years prior to the expected graduation date. Students who have
25 received an occupational diploma shall continue to make progress towards a high school diploma until
26 the end of the school year in which they turn twenty-two (22) years old.

27 STUDENT LOAD

28 All full time students in grades 9-12 shall be enrolled each semester in subjects that produce a minimum
29 of five units of credit for graduation per year. Students with hardships and gifted students may appeal
30 this requirement to the director of schools and then to the board.⁶

1 EARLY GRADUATION⁷

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

5 In order to graduate early, students must meet the following requirements:

- 6 1. Earn the required eighteen (18) units of credit;
- 7 2. Achieve a benchmark score for each required end-of-course exam;
- 8 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 9 4. Meet the minimum ACT or SAT benchmark score;
- 10 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 11 6. Complete two (2) early postsecondary courses

12 The director of schools shall develop administrative procedures to ensure that the early graduation
13 program is conducted in accordance with state law.

Legal References

1. TCA 49-6-6001; State Board of Education Policy 2.103
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(1)(a); 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-.03(6)
7. TCA 49-6-8303; State Board of Education Policy 2.103

Cross References

Basic Curriculum Program 4.201
Class Ranking 4.602

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Graduation Activities	Descriptor Code: 4.606	Issued Date: 08/13/19
		Rescinds:	Issued:

1 Students who have met all graduation requirements on the day of graduation may participate in
 2 graduation activities. If extenuating circumstances exist at any school, the matter shall be presented to
 3 the director of schools prior to graduation activities.

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

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

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

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

16 Principals shall ensure that students graduating with distinction and state honors who voluntarily
 17 complete at least ten (10) hours of community service each semester, and who have qualified for the
 18 Seal of Biliteracy or Tri-Star Scholar are recognized during the graduation ceremony.⁶

Legal References

1. TCA 49-6-405
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. TRR/MS 0520-01-03-.06(1)(c); State Board of Education Policy 2.103; Public Acts of 2017, Chapter No. 207
6. State Board of Education Policy 2.103

Cross References

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

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Testing Programs	Descriptor Code: 4.700	Issued Date: 08/13/19
		Rescinds:	Issued:

1 *General*

2 The board shall provide for a system-wide testing program which shall be periodically reviewed and
3 evaluated. The purposes of the program shall be to:

- 4 1. Assist in promoting accountability;
- 5
- 6 2. Determine the progress of students;
- 7
- 8 3. Assess the effectiveness of the instructional program and student learning;
- 9
- 10 4. Aid in counseling and guiding students in planning future education and other endeavors;
- 11
- 12 5. Analyze the improvements needed in each instructional area;
- 13
- 14 6. Assist in the screening of students with learning difficulties;^{1,2}
- 15
- 16 7. Assist in placing students in remedial programs;
- 17
- 18 8. Provide information for college entrance and placement; and
- 19
- 20 9. Assist in educational research by providing data.

21 The director of schools shall be responsible for planning and implementing the program, which includes:

- 22 1. Determining specific purposes for each test;
- 23
- 24 2. Selecting the appropriate test to be given;
- 25
- 26 3. Establishing procedures for administering the tests;
- 27
- 28 4. Making provisions for interpreting and disseminating the results;
- 29
- 30 5. Maintaining testing information in a consistent and confidential manner; and
- 31
- 32 6. Ensuring that results are obtained as quickly as possible, especially when placement in a special
33 learning program might be necessary.

1 State-mandated student testing programs shall be undertaken in accordance with procedures published
2 by the State Department of Education.³

3 **WEIGHTING TCAP SCORES**

4 TNReady⁴ and EOC⁵ scores will be included in students' final grades as follows:

- 5 a) 2017-2018 school year - 15%
- 6 b) 2018-2019 school year and beyond - 15% or the minimum allowed by the State of Tennessee

7 The director of schools may exclude these scores from students' final grades if results are not received
8 by the district at least five (5) instructional days before the end of the course.^{4,5}

9 **INTEREST INVENTORIES AND CAREER ASSESSMENTS⁶**

10 Interest inventories shall be made available to students prior to 10th grade. These will include assessments
11 such as the Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, or the College Board Career
12 Finder.

13 Career aptitude assessments shall be administered to 7th graders in order to inform the student's high
14 school plan of study.

15

16 **TESTING INFORMATION AND PARENTAL CONSENT**

17 Any test directly concerned with measuring student ability or achievement through individual or group
18 psychological or socio-metric tests shall not be administered by or with the knowledge of any employee
19 of the system without first obtaining written consent of the parents or guardians.²

20 Results of all group tests shall be recorded on the students' permanent records and shall be made
21 available to appropriate personnel in accordance with established procedures.⁶

22 No later than July 31st of each year, the board shall publish on its website information related to state
23 and board mandated tests that will be administered during the school year. The information shall
24 include:⁷

- 25 1. The name of the test;
- 26
- 27 2. The purpose and use of the test;
- 28
- 29 3. The grade or class in which the test will be administered;
- 30
- 31 4. The tentative date or dates that the test will be administered;
- 32

- 1 5. The time and manner in which parents and students will be notified of the results of the test;
 - 2
 - 3 6. How parents can access the questions and answers on their student's state-required tests; and
 - 4
 - 5 7. If a board mandated test, how the test complements and enhances student instruction and
 - 6 learning and how it serves a purpose distinct from state-required tests.
 - 7
- 8 Testing information shall also be placed in student handbooks or other school publications that are
- 9 provided to parents on an annual basis.

Legal References

1. TCA 49-10-108
2. 20 USCS 1232(g)
3. TRR/MS 0520-01-03-.03(9)
4. Public Acts of 2017, Chapter No. 192; TCA 49-1-617(b)
5. TRR/MS 0520-01-03-.06(1)(c)(2)
6. TCA 10-7-504
7. TCA 49-6-6007

Cross References

Student Records 6.600

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Student Facility Equal Access (Limited Public Forum)	Descriptor Code: 4.802	Issued Date: 08/13/19
		Rescinds:	Issued:

1 STUDENT MEETINGS

2 Schools may allow students to form clubs or groups that meet before, during, and/or after the school day.
3 Requests to form such clubs or groups shall not be denied based upon the religious nature or beliefs of
4 proposed club or group. If permitted, school administrators shall ensure that all clubs and groups have
5 the same abilities to access facilities and advertise their meetings.^{1,2,3,5}

6 No funds shall be expended by the school for any such meeting beyond the incidental costs associated
7 with providing meeting space. Groups meeting under this policy may be required to pay a reasonable fee
8 for compensating school personnel in the supervision of the activity.

9 No student may be compelled to attend or participate in a meeting under this policy.

10 A student or a group of students who wish to conduct a meeting under this policy must file an application
11 with the principal at least three days prior to the proposed date.

12 The principal shall approve the meeting if he/she determines that:¹

- 13 1. The meeting is voluntary and student-initiated;
- 14 2. There is no sponsorship of the meeting or its content by the school, the board, or its employees;
- 15 3. The meeting will not materially and substantially interfere with the orderly conduct of the
16 school's educational activities or conflict with other previously scheduled meetings;
- 17 4. Employees of the district are to be present in a non-participatory monitoring capacity; however,
18 no employee shall be required to attend in this capacity if the content of the meeting is contrary
19 to the beliefs of the employee; and
- 20 5. Non-school persons will not direct, control or regularly attend.

21 Subject to the act's provisions, a student shall be permitted to voluntarily:

- 22 1. Pray in a public school, vocally or silently, alone or with other students to the same extent and
23 under the same circumstances as a student is permitted to vocally or silently reflect, meditate, or
24 speak on non-religious matters alone or with other students in such public school;
25
- 26 2. Express religious viewpoints in a public school to the same extent and under the same
27 circumstances as a student is permitted to express viewpoints on non-religious topics or subjects
28 in such school;

- 1 3. Speak to and attempt to share religious viewpoints with other students in a public school to the
2 same extent and under the same circumstances as a student is permitted to speak to and attempt
3 to share non-religious viewpoints with other students; and
4
- 5 4. Possess or distribute religious literature in a public school, subject to reasonable time, place, and
6 manner restrictions to the same extent and under the same circumstances as a student is permitted
7 to possess or distribute literature on non-religious topics or subjects in such school.

8 **SCHOOL SPONSORED EVENTS⁴**

9 If the board or a school principal authorizes an event at which a student is to speak, a limited public
10 forum shall be established for such student speakers. The appropriate administrators shall ensure that:

- 11 1. The forum is provided in a manner that does not discriminate against a student's voluntary
12 expression of a religious viewpoint, if any, on an otherwise permissible subject;
13
- 14 2. There is an appropriate method of selecting student speakers which is based on neutral criteria;
15
- 16 3. Student speakers do not engage in speech that is obscene, vulgar, offensively lewd, indecent
17 or promotes illegal drug use.
18

19 To the extent possible and practical, prior to events in which students will speak, notice shall be provided
20 orally and/or in writing that the student's speech does not reflect the endorsement, sponsorship, position,
21 or expression of the board and its employees.
22

23 Notice of this policy shall be provided in student handbooks and staff handbooks.

Legal References

1. 20 USCS § 4071
2. *Bd. Of Educ. v. Mergens ex rel. Mergens*, 496 U.S. 226 (1990)
3. TCA 49-6-2904
4. TCA 49-6-1803
5. TCA 49-6-1805

Cross References

- Recognition of Religious Beliefs 4.803
Prayer and Period of Silence 4.805

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 08/13/19
		Rescinds: G-3	Issued: 08/12/14

1 **SUSPENSION PENDING AN INVESTIGATION¹**

2 The director of schools may suspend a teacher at any time that may seem necessary, pending investigation, or
3 final disposition of a case before the board or an appeal. If the matter under investigation is not the subject of an
4 ongoing criminal investigation or a department of children's services investigation, and if no charges for dismissal
5 have been made, a suspension pending investigation shall not exceed ninety (90) days in duration. Under no
6 circumstances shall the director of schools suspend a teacher with pay. If vindicated or reinstated, the teacher shall
7 be paid full salary for the period of suspension.

8 **SUSPENSION OF THREE DAYS OR LESS^{2,3}**

9 The director of schools or his/her designee may suspend a teacher for incompetence, inefficiency, neglect of duty,
10 unprofessional conduct, and insubordination. Before an employee is suspended, he/she shall be: (1) provided with
11 written notice, including the reasons for the suspension along with an explanation of the evidence; (2) given an
12 opportunity to respond to the director at a conference, if requested within ten (10) days; and (3) given a written
13 decision of the suspension within ten (10) days. Both parties may be represented by counsel at the conference,
14 which shall be recorded.

15 Under no circumstances shall a director of schools suspend a tenured teacher with pay. If reinstated, the tenured
16 teacher shall be paid full salary for the period of suspension, unless suspension without pay is deemed to be an
17 appropriate penalty.

18 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS⁴**

19 The board shall maintain a list of qualified individuals who have indicated a willingness to act as impartial hearing
20 officers as defined under Tennessee law.

21 When charges are made against a tenured teacher, charging the teacher with offenses which may justify dismissal
22 or a suspension greater than three days, the charges shall be made in writing, specifically stating the offenses
23 which are charged, and shall be signed by the party or parties making the charges.

24 If, in the opinion of the board, the charges are of such nature as to warrant the dismissal or a suspension greater
25 than three days of the teacher, the director of schools shall give the teacher a written notice of this decision, a copy
26 of the charges against the teacher, and a copy of a form provided by the Commissioner of Education advising the
27 teacher of his/her legal duties, rights, and recourse.

28 A tenured teacher who has been given notice of charges against him/her may within thirty (30) days after receipt
29 of notice give written notice to the director of schools of his/her request for a hearing.

30 The director of schools shall, within five (5) days after receipt of request, assign a hearing officer from the list
31 maintained by the board.

1 The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the parties or
2 the attorneys for the parties, or both, to appear before the hearing officer for simplification of issues and the
3 scheduling of the hearing. That hearing shall be set no later than thirty (30) days following receipt of the initial
4 request for a hearing. In the discretion of the hearing officer, all or part of any prehearing conference may be
5 conducted by telephone if each participant has an opportunity to participate, be heard, and to address proof and
6 evidentiary concerns. The hearing officer is empowered to issue appropriate orders and to regulate the conduct of
7 the proceedings.

8 Either party may appeal to the board an adverse ruling by giving written notice of appeal within ten (10) working
9 days of the hearing officer's delivery of the hearing officer's written findings and conclusions. The director of
10 schools shall prepare a copy of the proceedings, including all transcripts and evidence, documentary or otherwise,
11 and transmit the same to the board within twenty (20) days of the receipt of the notice of appeal.

12 The board shall hear the appeal on the record, and no new evidence may be submitted by either party. The
13 appealing party may appear before the board to argue why the adverse ruling should be overturned. In no event
14 should such argument last more than fifteen (15) minutes, unless the board should vote to extend additional time.
15 At the conclusion of the hearing, any member of the board may vote to sustain the decision of the hearing officer,
16 send the record back for additional evidence, revise the penalty, or reverse the decision. The board shall render its
17 decision within ten (10) working days after the conclusion of the hearing. In the event that the decision of the
18 board is appealed to the chancery court, the board shall transmit the entire record prepared by the director and
19 reviewed by the board to the chancery court for its review.

20 **RESIGNATION**

21 A teacher shall give the director of schools notice of resignation at least thirty (30) days before the effective date
22 of the resignation. A teacher who fails to give such notice, in the absence of justifiable extenuating circumstances,
23 shall forfeit all tenure status. The board may waive the thirty (30) days' notice requirement and permit a teacher
24 to resign in good standing.⁵

25 The conditions under which it is permissible to break a contract with the board are as follows:

- 26 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement
27 of a physician approved by the board; or
- 28 2. The release by the board of the teacher from the contract which the teacher has entered into with the
29 board.⁶

30 Any teacher on leave shall notify the director of schools in writing at least thirty (30) days prior to the date of
31 return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to render
32 such notice may be considered a breach of contract.⁷

33 Upon a breach of contract, the board, upon a motion recorded in its minutes, may file a complaint with the State
34 Board of Education and request the suspension of a teacher's license. After the State Board of Education has
35 provided the teacher an opportunity for defense during a hearing, the Commissioner may suspend the license for
36 no less than thirty (30) and no more than three hundred sixty-five (365) days.⁸

37 **RETIREMENT**

38 Retirement shall mean a termination of services under conditions which will allow the employee to draw

1 benefits from retirement plans and/or social security benefits. Employees eligible for retirement benefits may elect
2 to retire at any age according to the provisions of the retirement system.

3 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
4 responsibility of the retiring employee to provide verification of eligibility in writing from TCRS to the central
5 office. It shall be the responsibility of the retiring employee to file for benefits.

6 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss
7 of retirement benefits. Retired teachers may substitute teach for additional days if the director of schools certifies
8 in writing to the division of retirement that no other qualified personnel are available to substitute teach.⁹

9 The director of schools may employ teachers retired for at least one year for full-time employment as a
10 kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost or
11 suspended under certain conditions, which include but are not limited to the following:¹⁰

- 12 1. The director of schools of the employing system must certify in writing that no other qualified individuals
13 are available to fill the position;
- 14 2. The Commissioner of Education must certify that the employing school system serves an area that lacks
15 qualified teachers to serve in the position to be filled;
- 16 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 17 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or receive
18 medical insurance coverage; and
- 19 5. The salary paid to the retired member shall not be less than the rate of compensation set by the board for
20 teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the rate
21 of compensation set by board for teachers with comparable training and years of experience filling
22 similar positions.

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b); Public Acts of 2019, Chapter No. 248
9. Public Acts of 2017, Chapter No. 287
10. TCA 8-36-821

Cross References

Recommendations and File Transfers 5.203

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Non-Tenured Teachers	Descriptor Code: 5.201	Issued Date: 08/13/19
		Rescinds: GP-3	Issued: 08/12/14

1 **SUSPENSION PENDING AN INVESTIGATION¹**

2 The director of schools may suspend a teacher at any time that may seem necessary, pending
3 investigation, or final disposition of a case before the board or an appeal. If the matter under investigation
4 is not the subject of an ongoing criminal investigation or a department of children's services
5 investigation, and if no charges for dismissal have been made, a suspension pending investigation shall
6 not exceed ninety (90) days in duration. Under no circumstances shall the director of schools suspend a
7 non-tenured teacher with pay. If vindicated or reinstated, the non-tenured teacher shall be paid full salary
8 for the period of suspension.

9 **SUSPENSION OF THREE DAYS OR LESS²**

10 A director of schools or his/her designee may suspend a teacher for incompetence, inefficiency, neglect
11 of duty, unprofessional conduct, and insubordination. Before an employee is suspended, he/she shall be:
12 (1) provided with written notice, including the reasons for the suspension along with an explanation of
13 the evidence; (2) given an opportunity to respond to the director at a recorded conference, if requested
14 within ten (10) days; and (3) given a written decision of the suspension within ten (10) days. Both parties
15 may be represented by counsel at the conference, which shall be recorded.

16 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²**

17 The director of schools may dismiss or suspend for more than three days any non-tenured teacher **during**
18 **the contract year** for incompetence, inefficiency, insubordination, improper conduct, or neglect of duty
19 after giving the non-tenured teacher, in writing, due notice of the charges.

20 The director of schools shall give the non-tenured teacher an opportunity for a full and complete hearing
21 before an impartial hearing officer.

22 The board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will
23 hear the case and the employee shall have the right to:

- 24 1. be represented by counsel;
- 25 2. call and subpoena witnesses;
- 26 3. examine all witnesses; and
- 27 4. require that all testimony be given under oath.

28 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the
29 affected employee within ten (10) working days following the close of the hearing. The employee may
30 appeal the decision to the board within ten (10) working days of the hearing officer rendering the written
31 decision to the employee. Written notice of appeal to the board shall be given to the director of schools.

1 Within twenty (20) days of receipt of notice, the director of schools shall prepare a copy of the
2 proceedings, transcript, documentary, and other evidence presented and provide the board a copy of the
3 same.

4 The board shall hear the appeal. No new evidence shall be introduced. The non-tenured teacher may
5 appear in person or be represented by counsel and argue why the decision should be modified or reversed.
6 The board shall take one of the following actions:

- 7 1. sustain the decision;
- 8 2. send the record back if additional evidence is necessary; or
- 9 3. revise the penalty or reverse the decision.

10 Before any decision to dismiss is made, a majority of the membership of the board shall concur in
11 sustaining the charges. The board shall render a decision on the appeal within ten (10) working days
12 after the conclusion of the hearing.

13 The director of schools shall also have the right to appeal any adverse ruling by the hearing officer in the
14 same manner as the non-tenured teacher.

15 Within twenty (20) days after receipt of notice of the decision of the board, either party may appeal to
16 the chancery court in the county where the school system is located. The board shall provide the entire
17 record of the hearing to the court.

18 **NONRENEWAL**

19 Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of
20 employment enjoyed by tenured teachers except that they have no claim upon continuing employment
21 or tenure protections.

22 The principal is responsible for discussing deficiencies as part of the evaluation process with the non-
23 tenured teacher and providing assistance for overcoming these deficiencies.

24 The director of schools is under no obligation to re-employ non-tenured teachers at the end of their
25 contract period. If the director of schools determines not to renew the contract of a non-tenured teacher,¹
26 the following action shall be taken:

- 27 1. The board shall be notified at the next regular board meeting; and
- 28 2. Written notice of non-renewal shall be hand delivered or sent to the employee by registered mail
29 so that it will be received by the employee within five (5) business days following the last
30 instructional day for the school year.³

31 **RESIGNATION**

32 A teacher shall give the director of schools notice of resignation at least thirty (30) days before the
33 effective date of the resignation.⁴ The board may waive the thirty (30) days-notice requirement and
34 permit a teacher to resign in good standing.

35 The conditions under which it is permissible to break a contract with the board are as follows:

- 1 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
2 statement of a physician approved by the board; and
- 3 2. The release by the board of the teacher from the contract which the teacher has entered into with
4 the board.

5 Any teacher on leave shall notify the director of schools in writing at least thirty (30) days prior to the
6 date of return if the teacher does not intend to return to the position from which he/she has taken leave.
7 Failure to render such notice may be considered a breach of contract.⁵

8 Upon a breach of contract, the board, upon a motion recorded in its minutes, may file a complaint with
9 the State Board of Education and request the suspension of a teacher's certificate. After the State Board
10 of Education has provided the teacher an opportunity for defense during a hearing, the Commissioner
11 may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-five (365)
12 days.⁶

13 **RETIREMENT**

14 Retirement shall mean a termination of services under conditions which will allow the employee to draw
15 benefits from retirement plans and/or social security benefits.

16 Employees eligible for retirement benefits may elect to retire at any age according to the provisions of
17 the retirement system. Central office personnel shall assist employees in securing retirement benefits;
18 however, it shall be the responsibility of the retiring employee to provide verification of eligibility in
19 writing from TCRS to the central office. It shall be the responsibility of the retiring employee to file for
20 benefits.

21 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year
22 without loss of retirement benefits. Retired teachers may substitute teach for additional days if the
23 director of schools certifies in writing to the division of retirement that no other qualified personnel are
24 available to substitute teach.⁷

25 The director of schools may employ teachers retired for at least one year for full-time employment as a
26 kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost
27 or suspended under certain conditions, which include but are not limited to the following:⁸

- 28 1. The director of schools of the employing system must certify in writing that no other qualified
29 individuals are available to fill the position;
- 30 2. The Commissioner of Education must certify that the employing school system serves an area
31 that lacks qualified teachers to serve in the position to be filled;
- 32 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 33 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or
34 receive medical insurance coverage; and
- 35 5. The salary paid to the retired member shall not be less than the rate of compensation set by the
36 board for teachers with no experience filling similar positions, nor more than eighty-five percent
37 (85%) of the rate of compensation set by board for teachers with comparable training and years
38 of experience filling similar positions.

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(GG); TCA 49-5-512(d)
3. TCA 49-5-409
4. TCA 49-5-508
5. TCA 49-5-706
6. TCA 49-5-411(b)(4); Public Acts of 2019, Chapter No. 248
7. Public Acts of 2017, Chapter No. 287
8. TCA 8-36-821

Cross References

Recommendations and File Transfers 5.203

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date: 08/13/19
		Rescinds: 5.305	Issued: 05/08/18

1 ELIGIBILITY

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

6 GENERAL PRINCIPLES

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

- 9 1. The birth of a child;
- 10
- 11 2. The placement of a child with the employee for adoption or foster care;
- 12
- 13 3. A serious health condition of the employee that makes the employee unable to perform the
14 essential functions of his or her job position;
- 15
- 16 4. The care of a spouse, child, or parent of the employee who has a serious health condition; and
17
- 18 5. Any qualifying circumstances arising out of the fact that a spouse, child, or parent of the
19 employee is on covered active duty or has been notified of an impending call or order to
20 covered active duty in the Armed Forces.

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

25 MATERNITY/PATERNITY LEAVE

- 26 1. *Relationship between FMLA leave and Tennessee Maternity Leave Act*- FMLA leave shall run
27 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible
28 employees leave for a period not to exceed four (4) months for the adoption, pregnancy,
29 childbirth, and nursing of a newborn child.³
30
- 31 2. *Teachers' Leave*- In accordance with state law, any teacher who goes on maternity or paternity
32 leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for

1 maternity leave purposes. In order to be eligible to use sick leave, written request of the teacher
2 accompanied by a statement from the teacher's physician verifying pregnancy shall be submitted.
3 Upon verification by a written statement from an adoption agency or other entity handling an
4 adoption, a teacher may also be allowed to use accumulated leave for adoption of a child. If both
5 adoptive parents are teachers employed by the district, however, only one (1) parent is entitled
6 to use such leave.⁴
7

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

14 **LEAVE FOR A SERIOUS HEALTH CONDITION⁶**

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

22 **LEAVE FOR MILITARY FAMILY MEMBERS**

23 1. *Qualifying Exigency Leave⁷* - Eligible employees are entitled to up to twelve (12) workweeks
24 of leave because of any "qualifying exigency" arising out of the fact that the spouse, son,
25 daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been
26 notified of an impending call to active duty, or has been notified of an impended call to active
27 duty status in the Armed Forces. Qualifying exigencies may include:

- 28 a. Issues arising from the service member's short notice deployment;
- 29 b. Military events and related activities (e.g. official ceremonies, support programs);
- 30 c. Making or updating financial and legal arrangements;
- 31 d. Attending counseling;
- 32 e. Taking up to fifteen (15) days leave to spend time with a covered service member who
33 is on short-term rest and recuperation leave during deployment; or
- 34 f. Attending post-deployment activities.

35
36
37 2. *Military Caregiver Leave⁸*- An eligible employee who is the spouse, son, daughter, parent, or
38 next of kin of a covered service member or covered veteran with a serious injury or illness is
39 entitled to up to twenty-six (26) workweeks of leave in a "single twelve (12) month period." A
40 covered service member is a current member of the Armed Forces, including a member of the
41 National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is
42 otherwise in out-patient status, or is otherwise on the temporary disability retired list for a serious
43 injury or illness.

1
2 A covered veteran is an individual who was a member of the Armed Forces at any time during
3 the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy
4 that has a serious injury or illness who is currently receiving medical treatment, recuperation, or
5 therapy.
6

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

15 **INTERMITTENT LEAVE⁹**

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

25 **RESTRICTIONS**

26 1. Notice Requirements

- 27
28 a. *Employee Notice*¹⁰- For foreseeable leave, the employee shall provide the Director of
29 Schools with at least thirty (30) days written notice before the beginning of the anticipated
30 leave.
31
32 b. *District Notice*- Once it has been established that the leave requested qualifies for
33 FMLA, the Director of Schools/designee shall notify the employee within three (3)
34 business days (absent extenuating circumstances) that any leave taken pursuant to state
35 leave statutes (paid vacation leave, personal leave, sick leave, or workers'
36 compensation) shall run concurrently with FMLA leave.¹¹ The notice may be given
37 orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than
38 the following pay day.¹²
39

40 2. Certification Requirement¹³

- 1 a. The Director of Schools may require that a request for leave be supported by
2 certification issued by a health care provider with the following information:
3
4 i. The date on which the serious health condition commenced;
5 ii. The probable duration of the condition;
6 iii. The appropriate medical facts within the knowledge of the health care provider
7 regarding the condition; and
8 iv. A statement that the eligible employee is needed to care for the son, daughter,
9 spouse, or parent and an estimate of the amount of time that such employee is
10 needed.
11
12 b. If there is any reason to doubt the validity of the certification provided, the Director of
13 Schools may require, at the expense of the school district, an opinion of a second health
14 care provider.
15

16 3. Period Near the End of an Academic Term (Professional Employees)¹⁴
17

- 18 a. If leave is taken more than five (5) weeks prior to the end of the term, the Director of
19 Schools may require the employee to continue taking leave until the end of the term if
20 the leave is at least three (3) weeks of duration and the return of employment would
21 occur during the three (3) week period before the end of the term.
22
23 b. If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools
24 may require the employee to continue taking leave until the end of the term if the leave
25 is greater than two (2) weeks duration and the return to employment would occur during
26 the two (2) week period before the end of the term.

27 **REQUIREMENTS OF THE BOARD¹⁵**

- 28 1. The employee shall be restored to the same position of employment or an equivalent position
29 with no loss of benefits, pay, or other terms of employment.
30
31 2. The employee shall be kept under any group health plan for the duration of the leave.
32
33 3. The Board may recover the premium paid under the following conditions:
34 a. The employee fails to return from leave after the period of leave has expired; and
35 b. The employee fails to return to work for a reason other than the continuation,
36 recurrence, or onset of a serious health condition or other circumstances beyond the
control of the employee.

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. 29 CFR § 825.113
7. 29 CFR § 825.126
8. 29 CFR § 825.124; 29 CFR § 825.127
9. 29 CFR § 825.202
10. 29 CFR § 825.302-825.304
11. 29 CFR § 825.207
12. OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v. Morton International, Inc.*, 212 F. 3d 929, 932 (6th Cir. 2000)
13. 29 CFR § 825.305-825.313
14. 29 CFR § 825.602
15. 29 USCA § 2614

Cross References

Sick Leave 5.302
Long-Term Leaves of Absence 5.304

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Compulsory Attendance Ages	Descriptor Code: 6.201	Issued Date: 08/13/19
		Rescinds: SP 6.113	Issued: 01/01/11

1 Children between the ages of six (6) and seventeen (17) years, both inclusive, must attend a public or
2 private school.¹ A parent/guardian or legal custodian who believes that their child is not ready to attend
3 school at the designated age of mandatory attendance may make application to the principal of the public
4 school which the child would attend for a one (1) semester or one-year deferral in required attendance.
5 Any such deferral shall be reported to the director of schools by the principal.² Under certain
6 circumstances, the board may temporarily excuse students from complying with the provisions of the
7 compulsory attendance law.³

8 Any child residing within the state who is or will be five (5) years of age on or before August 15, who
9 makes application for admission, shall be enrolled in the school designated by the board.⁴

10 If a child will be five (5) years of age on or before September 30, such child's parent(s)/legal guardian(s)
11 may request that the child be admitted into kindergarten.⁵ Upon a request, the director of schools shall
12 administer an evaluation and examination. If the results indicate that the child is sufficiently mature
13 emotionally and academically, then the child may be enrolled into kindergarten. The director of schools
14 shall develop procedures and forms to implement the provisions of this policy.⁴

15 No child shall be eligible to enter first grade without having attended an approved kindergarten program.⁶

16 A child entering a special education program shall be no less than three (3) years of age.⁷

17 A person eighteen (18) years of age or older who applies for admission must have the application
18 approved by the principal and director of schools when:

- 19 1. He/she fails to enroll within thirty (30) calendar days after school officially starts; or
20 2. He/she has dropped out of school and wants to re-enter.

21 The compulsory attendance law shall not apply to the following:⁸

- 22 1. A student who has received a diploma or other certificate of graduation;
23 2. A student who is enrolled and making satisfactory progress in a course leading to a GED;
24 3. A student who is six (6) years of age or older and whose parent or guardian has filed notice of
25 intent to conduct home school with the director of schools; or
26 4. A student enrolled in a home school who has reached the age of seventeen (17).
27

Legal References

1. TCA 49-6-3001(c)(1)
2. TCA 49-6-3001(c)(5)
3. TCA 49-6-3005
4. TCA 49-6-201(b)(3); TCA 49-6-3001(b)(1)
5. TCA 49-6-3001(b)(2)(B)
6. TCA 49-6-201(8)(d)
7. 20 U.S.C. Sec 5. 1400—1485
8. TCA 49-6-3001(c)(2)(A)—(D)

Cross References

Special Education Program 4.202
Adult Education Program 4.208
Special Education Students 6.500

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: School Admissions	Descriptor Code: 6.203	Issued Date: 08/13/19
		Rescinds: SP 6.132	Issued: 05/01/14

1 Any student entering school for the first time must present:

- 2 1. A birth certificate or officially acceptable evidence of date of birth at the time of registration;¹
- 3 2. Evidence of a current medical examination.² There shall be a complete medical examination of
- 4 every student entering school for the first time;
- 5 3. Evidence of state-required immunization;³ and
- 6 4. Proof of residency.

7 The name used on the records of a student entering school must be the same as that shown on the birth
8 certificate unless evidence is presented that such name has been legally changed through a court as
9 prescribed by law. If the parent does not have or cannot obtain a birth certificate, then the name used
10 on the records of such student will be the same as that shown on documents which are acceptable to
11 the school principal as proof of date of birth.

12 A child whose care, custody and support have been assigned to a resident of the district by a power of
13 attorney or order of the court shall be enrolled in school provided appropriate documentation has been
14 filed with the district office.⁴

15 A student may transfer into the school system at any time during the year if his/her parent(s) or legal
16 guardian moves his/her residence into the school system.

17 If a student has at any time been adjudicated delinquent for any offense listed in TCA 49-6-3051(b),
18 the parents/guardians and a school administrator of any school having previously received similar
19 notice from the juvenile court or another source, shall provide to the school principal/designee, the
20 abstract provided under TCA 37-1-153 or TCA 37-1-154 or other similar written information when
21 any such student:

- 22 1. Initially enrolls in an LEA;
- 23 2. Resumes school attendance after suspension, expulsion or adjudication of delinquency; or
- 24 3. Changes schools within this state.

25 This information shall be shared only with school employees who have responsibility for classroom
26 instruction of the student and the school counselor, social worker or psychologist who is developing a
27 plan for the child while in the school, and the school resource officer. Such information is otherwise
28 confidential and shall not be released to others, and the written notification shall not become a part of
29 the student's record.⁵

Legal References

1. TCA 49-6-3008(b)
2. TRR/MS 0520-01-03-.08(2)(a)
3. TCA 49-6-5001(c)
4. TCA 49-6-3001(c)(6)
5. TCA 49-6-3051

Cross References

Homeless Students 6.503
Students in Foster Care 6.505

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Attendance of Non-Resident Students	Descriptor Code: 6.204	Issued Date: 08/13/19
		Rescinds:	Issued:

1 Students residing outside the boundaries of the school system may attend schools within the school
 2 system under the following conditions:

- 3 1. They must be approved by the director of schools of schools.¹
- 4 2. They must pay a tuition fee established annually by the board. Annual tuition may not exceed
 5 per student, per annum, an amount equal to the amount of local funds actually used for school
 6 purposes by the school system per student during the preceding school year minus any funds
 7 received from the student's resident system. Tuition for out-of-state non-resident students shall
 8 be charged at the same rate as the average cost per student (state and local funds) in the system
 9 attended.²
- 10 3. Non-resident students should make application prior to the first day of school.³
- 11 4. Requests from students from adjoining states to attend school shall be considered on a case-by-
 12 case basis.⁴
- 13 5. Students who become residents of the school system shall be refunded any unused portion of the
 14 tuition on a pro-rata basis.
- 15 6. When payment is not made on all or any part of the required tuition for a previous year, the
 16 student(s) shall be excluded from future attendance until all prior and current tuition is paid.
- 17 7. If a teacher of this school system has a residence outside the school system, his/her children
 18 may be allowed to attend if the appropriate tuition requirements are met, provided that there is
 19 available room and teaching capacity and other determinations made by the board according to
 20 applicable law.⁵

Legal References

1. TCA 49-6-3104;
TRR/MS 0520-01-03-.03(9)
2. TCA 49-6-3003; TCA 49-6-403(f)
3. TCA 49-6-3105
4. TCA 49-6-3108
5. TCA 49-6-3113; TCA 49-6-3103

Cross References

1. Homeless Students 6.503

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Transfers Within the System	Descriptor Code: 6.206	Issued Date: 08/13/19
		Rescinds:	Issued:

- 1 During the month of April each year, a parent/guardian may request that his/her child attend a K-12
2 school within the system other than the one to which the child is zoned.** The director of schools or
3 his/her designee shall review such requests and, if adequate space is available, grant such transfers unless
4 a transfer would be adverse to the best interests of the child or the school system. If granted, the student
5 must provide his/her own transportation to and from the school.¹
- 6 Except within the first ten (10) days of a school year where a parent/guardian may appeal the assignment
7 of a student to the board,² after a student has enrolled in one (1) school within the system, he/she shall
8 not be permitted to transfer to another unless there is a change in residence of the student's parents or
9 guardian outside the area in which the student enrolled. Any exception to this policy must be brought
10 before the director of schools for evaluation and decision.
- 11 Students whose families transfer their residence to another school area after the first month of school
12 may complete the school year at their former school. Students who present evidence that they will move
13 during the school year and who desire to enroll in a new school in the new area may do so with prior
14 written request for a change of school area. The director of schools or his/her designee may grant other
15 exceptions to this policy for good and sufficient reasons.
- 16 Principals shall allow credit for work transferred from other schools only when substantiated by official
17 transcripts or successful completion of comprehensive written examinations approved, administered and
18 graded by the principal or his/her designated representative.³
- 19 The director of schools shall develop transfer procedures for students in Pre-K.
- 20 ** Not effective in event of federally-mandated desegregation order.

Legal References

1. TCA 49-2-128
2. TCA 49-6-3201
3. TRR/MS 0520-01-03-.03 (11)(a)—(e)

Cross References

Student Assignments 6.205

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Bus Safety and Conduct	Descriptor Code: 6.308	Issued Date: 08/13/19
		Rescinds: SP 6.118	Issued: 07/01/11

1 In order to maintain conditions and atmosphere suitable for learning, no person shall enter onto a school
2 bus except students assigned to that bus or other school officials with lawful and valid business on the
3 bus

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

6 Students are under the supervision and control of the bus driver while on his/her bus, and all reason- able
7 directions given by him/her shall be followed. A driver may remove a student in the event that the driver
8 finds it necessary for the safety of the other student passengers or the driver, provided that the driver
9 secures the safety of the ejected student for the uncompleted trip.

10 A driver shall maintain a daily record of student disciplinary problems and related actions taken by the
11 driver. The record should include the names of students who were reprimanded, reasons for the
12 reprimands, and any actions taken by the driver to address the problems. A driver shall report to the
13 Transportation Supervisor as soon as possible, any student refusing to obey the driver or exiting the bus
14 without the driver's permission at a point other than the student's destination for that trip.²

15 The principal of the student transported shall be informed by the Transportation Supervisor of any
16 serious discipline problem and may be called upon to assist if necessary. A student may be denied the
17 privilege of riding the bus if the principal determines that his/her behavior is such as to cause disruption
18 on the bus or if he/she disobeys applicable policies and procedures pertaining to student transportation.

19 Any student who gets off the bus at any point between the pick-up point and school shall present the bus
20 driver with a note of authorization from the principal of the school that the student attends.

21 Any student wishing to ride a bus other than his/her designated bus shall have written approval of the
22 principal/designee once approved by the Transportation Supervisor or Manager.

23 Students who transfer from bus to bus while en route to and from school shall be expected to abide by
24 the discipline policies adopted by the Board and procedures maintained by the terminal school.

25 USE OF PHOTOGRAPHS AND VIDEO FOOTAGE

26 Cameras or video cameras may be used to monitor student behavior on school buses transporting
27 students to and from school or extracurricular activities. Photographs and video footage shall be used
28 only to promote the order, safety, and security of students, staff, and property.

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

- 1 The district shall comply with all applicable state and federal laws related to photographs and video
2 footage.³ Materials shall be maintained for three (3) business days. Parent(s)/guardian(s) may submit
3 requests to view bus photographs or bus video footage triggered by a specific incident involving their
4 child to the director of schools or designee, and, if the viewing can be done in compliance with applicable
5 state and federal law, a time and location shall be arranged for viewing. The director of schools or
6 designee shall be present when parent(s)/guardian(s) are provided the opportunity to review photographs
7 and video footage.⁴
- 8 Parent(s)/guardian(s) may not record or otherwise copy the video footage or receive a copy of the footage
9 without a valid court subpoena.
- 10 The director of schools shall develop procedures governing the use of cameras and video cameras in
11 accordance with the provisions of state and federal law and established board policies.

Legal References

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

Cross References

Student Transportation Management 3.400
Scheduling and Routing 3.401
Code of Conduct 6.300
Suspension/Expulsion/Remand 6.316
Student Records 6.600
Annual Notification of Rights 6.601
Inspection and Correction Procedure 6.602

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Promoting Student Welfare	Descriptor Code: 6.400	Issued Date: 08/13/19
		Rescinds:	Issued:

1 The director shall develop procedures, programs and plans to promote and protect the health and
2 welfare of students. These should provide, at a minimum, for the following:¹

- 3 1. A student guidance program;
- 4 2. Student health services, including the administration of medications;
- 5 3. Student psychological service;
- 6 4. Student Emergency Care plans;² and
- 7 5. Student social services.

8 The development of these programs and the scope of the services provided shall be consistent with
9 state law and regulations.

Legal References

1. TRR/MS 0520-01-03-.08(1)
2. TCA 49-6-1022; Tennessee State Board of Education Policy 4.204, *Standards and Guidelines for Tennessee's Coordinated School Health Program*

Cross References

- Advanced College Placement 4.203
Enrollment in College Level Courses 4.205
Graduation Requirements 4.605

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Glucagon and Anti-Seizure Medication	Descriptor Code: 6.4051	Issued Date: 08/13/19
		Rescinds: SS 3.119	Issued: 01/01/12

1 School personnel, who volunteer, under no duress or pressure and have been properly trained by a
2 Registered Nurse, are permitted to administer Glucagon in emergency situations to a student based on
3 physician's orders and/or the student's Individual Health Plan. If the school nurse is on site, the nurse
4 shall provide the service to the student.¹

5 The school nurse shall be responsible for updating and maintaining each Individual Health Plan. There
6 must be a parent/guardian signature on file giving permission prior to training school personnel to
7 administer Glucagon.

8 **DEFINITION OF GLUCAGON**

9 Glucagon is a hormone that helps the liver release sugar, thus increasing the level of sugar in the blood.
10 It must be injected with a syringe into the body like insulin.

11 **WHEN TO USE GLUCAGON**

12 Glucagon is administered when the student has low blood pressure and is unable to take liquid of food
13 by mouth because of unconsciousness or seizure activity as per a medical provider's written
14 instructions.

15 **TRAINING**

- 16 1. Review physicians' orders for Glucagon and parent/guardian permission on file.
- 17
- 18 2. The volunteer must complete an initial in-depth diabetes-related training recognizing signs and
19 symptoms of hypoglycemia and respond with student-specific interventions.
- 20
- 21 3. The volunteer trainee must be able to state how Glucagon's action and the need medically for
22 its use.
- 23
- 24 4. The volunteer trainee must be able to state how Glucagon should be prepared, the dosage and
25 side effects, as well as follow-up care after the administration of Glucagon.
- 26
- 27 5. The volunteer trainee must be able to identify where Glucagon will be stored (must be kept in a
28 secure location away from heat and direct light) and readily available to the student.
- 29
- 30 6. The volunteer trainee will notify or delegate notification of EMS/911 personnel,
31 parents/guardian and the school nurse any time Glucagon is administered to any student.

- 1 7. The volunteer trainee must document observations, administration of Glucagon and follow-up
2 care on the appropriate diabetic and medication forms.
3
- 4 8. Training will be provided until competency is demonstrated and retraining shall be completed
5 on a yearly basis. Training will be documented and include a skills checklist, instructor's
6 name, trainee's name, date of training, and documentation of competency of trainee to
7 administer Glucagon. A copy of the trainee's competency training form will be kept in the
8 employee's personnel file.

9 **DEFINITION OF ANTI-SEIZURE MEDICATION**

10 Anti-seizure medication works to stop seizure activity by acting on brain cell interactions that inhibit
11 the seizure discharges.

12 In addition to the assistance with self-administration of medications provided in subsection (a), public
13 and non-public school personnel who volunteer under no duress or pressure and who have been
14 properly trained by a registered nurse or employed or contracted by MNPS or governing board may
15 administer anti-seizure medications to a student in an emergency situation based on the student's
16 Emergency Care Plan. If the school nurse is available, on site and able to reach the student within the
17 time limit for administration specified in the ECP, then the school nurse shall provide this service to
18 the student.

19 **WHEN TO USE ANTI-SEIZURE MEDICATION**

20 Upon the decision of a trained volunteer to administer anti-seizure medication, school officials shall
21 immediately summon local emergency medical services to the school to provide necessary monitoring
22 of transport to safeguard the health and condition of the student.

23 Trained volunteer school personnel administering anti-seizure medications under this subsection, any
24 registered nurse who provides training to administer such medications and any local board of education
25 shall not be liable in any court of law for injury resulting from the reasonable and prudent assistance in
26 the administration of such medications, if performed pursuant to the policies and guidelines developed
27 by the departments of health and education and approved by applicable regulatory or governing boards
28 or agencies.

29 MNPS shall not assign a student with epilepsy or other seizure disorder to a school other than the
30 school for which the student is zoned or would otherwise regularly attend because the student has a
31 seizure disorder.

32 A student's parent or guardian, who has given the student's school written authorization to administer
33 anti-seizure medication, shall, in accordance with the student's ECP, notify the school administrator or
34 school nurse if anti-seizure medication or prescription or over-the-counter medicines are administered
35 at a time at which the student is not present in school. The student's ECP shall set forth with
36 specificity the requirements of reporting administration of medication and for the dissemination of
37 such information to volunteer school personnel trained to administer anti-seizure medication. Such
38 notification shall be given after administration of medication before or at the beginning of the next
39 school day in which the student is in attendance.

1 TRAINING

2 Prior to administration of an anti-seizure medication to a student by volunteer school personnel or a
3 school nurse in an emergency situation, the student's parent or guardian shall provide:

- 4 1. The school with a written authorization to administer the medication at school;
- 5
- 6 2. A written statement from the student's health care practitioner, which shall contain the
7 student's name, the name and purpose of the medication, the prescribed dosage, the route of
8 administration, the frequency that the medication may be administered and the circumstances
9 under which the medication may be administered; and
- 10
- 11 3. Prior to its date of expiration, the prescribed medication to the school is its unopened, sealed
12 package with the intact label affixed by the dispensing pharmacy.

Legal References

1. TCA 49-50-1602(g)(1)

Cross References

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Emergency Allergy Response Plan	Descriptor Code: 6.412	Issued Date: 08/13/19
		Rescinds: SP 6.131	Issued: 07/01/14

1 The director of schools shall develop and maintain an Emergency Allergy Response Plan that meets state
2 guidelines for managing students with life-threatening allergies. The Plan shall include measures to
3 reduce exposure to allergens and procedures to treat allergic reactions. Components of the plan shall
4 include, but are not limited to; education and training of personnel, record keeping/documentation,
5 development and reviews of the allergy action plan, and protocols for classrooms and cafeterias that
6 include strategies to reduce exposure to allergens.¹

7 Using the state food allergy guidelines plan as a guide, the director shall also develop a process to identify
8 all students with food allergies and develop and implement an Individualized Health Care Plan (IHCP)
9 with an Allergy Action Plan for each specific student.²

10 EPINEPHRINE AUTO-INJECTORS

11 The MNPS Board of Education believes schools should be prepared to treat allergic reactions in the
12 event a student's personal epinephrine auto-injector is not available or the student is having a reaction
13 for the first time.

14 Each school may maintain epinephrine auto-injectors in at least two (2) unlocked, secure locations,
15 including, but not limited to, the school office and the school cafeteria, so they may be administered to
16 any student believed to be having a life-threatening allergic or anaphylactic reaction.³

17 In the event of such a reaction, the school nurse or other trained school personnel may utilize these
18 epinephrine auto-injectors to respond, under a standing protocol from a physician licensed to practice
19 medicine in all its branches.

20 The director of schools or his/her/designee is authorized to seek the auto-injectors through a
21 prescription written to MNPS. Upon the issuance of the auto-injectors, the director of schools shall
22 ensure that they are placed within each school and that any needed trainings are conducted for staff.

Legal References

1. TCA 49-50-1602(f)
2. *Guidelines for Use of Health Care Professionals and Health Care Procedures in a School Setting, including Guidelines for Managing Life Threatening Food Allergies in Tennessee Schools* (Tennessee Department of Education and Tennessee Department of Health) (2014).
3. TCA 49-50-1602(f)(3)(B)

Cross References

Medicines 6.405

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Special Education Students	Descriptor Code: 6.500	Issued Date: 08/13/19
		Rescinds:	Issued:

1 Students with disabilities with an Individual Education Program (IEP) between the ages of three (3) and
2 twenty-one (21), inclusive, shall receive the benefit of a free appropriate public education. Students shall
3 be educated in the least restrictive environment to the maximum extent appropriate.¹

4 Eligibility standards and options of service for special education services shall be based upon the criteria
5 specified in state regulations.²

6 Students receiving special education services shall not be restrained, except as permitted by state law
7 and regulations.^{3,4} The director of school shall develop administrative procedures to govern the
8 following:

- 9 1. Personnel authorized to use isolation and restraint;
10 2. Training requirements for personnel working with special education students; and
11 3. Incident reporting procedures.⁴

Legal References

1. TCA 49-10-103(c), (e)
2. TRR/MS 0520-01-09-.01
3. TCA 49-10-1301 to 1307
4. TRR/MS 0520-01-09-.23

Cross References

Special Education 4.202

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Students in Foster Care	Descriptor Code: 6.505	Issued Date: 08/13/19
		Rescinds:	Issued:

1 The MNPS School System shall provide all students in foster care, to include those awaiting foster
2 care placement, with a free and appropriate public education.

3 **ENROLLMENT**

4 Students in foster care, to include those awaiting foster care placement, shall be immediately enrolled,
5 even if the student is unable to produce records normally required for enrollment (i.e. academic records,
6 immunization records, health records, proof of residency), or missed the district's application or
7 enrollment deadlines.¹

8 **PLACEMENT**

9 The district and the child welfare agency shall determine whether placement in a particular school is in
10 a student's best interest. Other parties, including the student, foster parents, and biological parents (if
11 appropriate), shall be consulted. If the child has an IEP or a Section 504 plan, then the relevant school
12 staff members shall participate in the best interest decision process. This determination shall be made
13 within five (5) days to prevent educational disruption.

14 Placement shall be determined based on the student's best interest. At all times, a strong presumption
15 that keeping the student in the school of origin is in the student's best interest shall be maintained.² For
16 the purposes of this policy, school of origin shall mean the school in which the student was enrolled,
17 including a preschool/pre-k program, at the time of placement in foster care or at the time of a placement
18 change if the student is already placed in foster care.³

19 When determining placement, student-centered factors including, but not limited to, the following shall
20 be considered:

- 21 1. Preferences of the student;
- 22 2. Preferences of the student's parent(s) or education decision maker(s);
- 23 3. The student's attachment to the school, including meaningful relationships with staff and peers;
- 24 4. Placement of the student's siblings;
- 25 5. Influence of the school climate on the student, including safety;
- 26 6. The availability and quality of the services in the school to meet the student's educational needs;
- 27 7. History of school transfers and how they have impacted the student;
- 28 8. How the length of the commute would impact the student;
- 29 9. Whether the student is receiving special education and related services, and if so, the availability
30 of those required services in a school other than the school of origin; and

1 10. Whether the student is an EL and is receiving language services, and, if so, the availability of
2 those required services in a school other than the school of origin.

3 Transportation costs should not be considered when determining a student's best interest.

4 If it is not in the student's best interest to attend the school of origin, the director or his/her designee shall
5 provide a written explanation of the reasons for the determination. The written explanation shall include
6 a statement regarding the right to appeal the placement decision. If the placement decision is appealed,
7 the district shall refer the student to the district coordinator for children in foster care, who shall carry
8 out the dispute resolution process as expeditiously as possible and in accordance with the law.² Until the
9 dispute is resolved, to the extent feasible, the student shall remain in his/her school of origin.²

10 **TRANSPORTATION**^{3,4}

11 The district shall collaborate with the local child welfare agency to develop and implement clear and
12 written procedures governing how transportation to a student's school of origin shall be provided,
13 arranged, and funded. This transportation will be provided for the duration of the student's time in
14 foster care.

15 The director of schools shall develop administrative procedures to provide for transportation of
16 students in foster care.⁵ These procedures must ensure that:

- 17 1. Students in foster care needing transportation to their schools of origin will promptly receive
18 that transportation in a cost-effective manner and in accordance with federal law; and
- 19 2. If there are additional costs incurred in providing transportation to the school of origin, the
20 district will provide such transportation if:
 - 21 a. the local child welfare agency agrees to reimburse the district for the cost of such
22 transportation;
 - 23 b. the district agrees to pay for the cost; or
 - 24 c. the district and local child welfare agency agree to share the cost.⁴

25 The district will ensure that a student in foster care, to include a student awaiting foster care placement,
26 remains in his/her school of origin while any disputes regarding transportation costs are being
27 resolved.

Legal References

1. Elementary and Secondary Education Act (ESEA), as amended by ESSA (Pub. L. 114-95) § 1111(g)(1)(E)(ii)-(iii)
2. Elementary and Secondary Education Act (ESEA), as amended by ESSA (Pub. L. 114-95), § 1111 (g)(1)(E)(i)-(iv)
3. Elementary and Secondary Education Act (ESEA), as amended by ESSA (Pub. L. 114-95), § 1111 (g)(1)(E)
4. Elementary and Secondary Education Act (ESEA), as amended by ESSA (Pub. L. 114-95), § 1112 (c)(5); § 475(4)(A) of the Social Security Act, 42 U.S.C. § 675(4)(A)
5. Elementary and Secondary Education Act (ESEA), as amended by ESSA (Pub. L. 114-95), § 1112 (c)(5)(B)(i)

Cross References

Attendance 6.200
School Admissions 6.203

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Students from Military Families	Descriptor Code: 6.506	Issued Date: 08/13/19
		Rescinds:	Issued:

1 *General*

2 The Director of Schools shall develop the necessary administrative procedures to ensure that students
3 with parent(s)/guardian(s) in the armed services are identified and that appropriate and available
4 services are provided for these students.¹

5 **RELOCATION OF MILITARY SERVICE MEMBER²**

6 A student who does not currently reside within the school district shall be allowed to enroll if he/she is
7 a dependent child of a service member who is being relocated to Tennessee on military orders. To be
8 eligible for enrollment, the student will need to provide documentation that he/she will be a resident of
9 the school district on relocation.

10 Within 30 days of enrollment, the parent(s)/guardian(s) of the student shall provide proof of residency
11 within the school district.

12 **ABSENCES**

13 Principals shall provide students with a one (1) day excused absence prior to the deployment of and a
14 one (1) day excused absence upon the return of a parent/guardian serving active military service.

15 Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a
16 parent/guardian during a deployment cycle. The student shall provide documentation to the school as
17 proof of his/her parent's/guardian's deployment. Students shall be permitted to make up school work
18 missed during these absences.³

Legal References

1. State Board of Education Policy 2.103
2. Public Acts of 2019, Chapter No. 138
3. TCA 49-6-3019

Cross References

- Attendance 6.200
School Admissions 6.203

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Student Records	Descriptor Code: 6.600	Issued Date: 08/13/19
		Rescinds: SP 6.101	Issued: 02/01/15

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
6 parent does not have, or cannot obtain a birth certificate, then the name used on the records of such
7 student shall 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, copies of the student's records, including
12 the student's disciplinary records, shall be sent to the transfer school.²

13 When a student transfers to a school outside the system, copies of the student's records, including the
14 student's disciplinary records, shall be sent to the transfer school.²

15 All records shall be remitted in accordance with the Family Education Rights and Privacy Act
16 (FERPA).¹⁸

17 ACCESS TO STUDENT RECORDS

18 Student records shall be confidential. Authorized school officials shall have access to and permit access
19 to student education records for legitimate educational purposes.³ A school official generally has a
20 legitimate educational interest if the official needs to review an education record in order to fulfill his or
21 her professional responsibility.

22 Authorized school officials may release information from or permit access to a student's education record
23 without the parent(s) or eligible student's* prior written consent in the following instances:

- 24 1. To comply with a judicial order or lawfully issued subpoena. The school system will make a
25 reasonable effort to notify the student's parent(s) or the eligible student before making a
26 disclosure;⁴
- 27 2. If the disclosure is an item of directory information;⁵
- 28 3. To comply with the requirements of child abuse reports to the extent known by the school
29 officials including the name, address, and age of the child; the name and address of the person
30
31

1 responsible for the care of the child, and the facts requiring the report;⁶

2
3 4. When certain federal and state officials need information in order to audit or enforce legal
4 conditions related to federally-supported education programs in the school system;⁷

5
6 5. When the school system has entered into a contract or written agreement for an organization to
7 conduct scientific research on the system's behalf to develop tests or improve instruction,
8 provided that the studies are conducted in a manner which will not permit the personal
9 identification of students and their parents by individuals other than representatives of the
10 organization and the information will be destroyed when no longer needed for the purpose for
11 which the study was conducted;⁸

12
13 6. To appropriate officials if the parent(s) claim the student as a dependent as defined by the
14 Internal Revenue Code;⁹

15
16 7. To accrediting organizations to carry out their accrediting functions;¹⁰

17
18 8. When a student seeks or intends to enroll in another school district or a post-secondary school.
19 Parent(s) of students or eligible students have a right to obtain copies of records transferred
20 under this provision;¹¹

21
22 9. To financial institutions or government agencies that provide or may provide financial aid to a
23 student in order to establish eligibility, to determine the amount of financial aid, to establish
24 conditions for the receipt of financial aid, and to enforce financial aid agreements;¹²

25
26 10. To make the needed disclosure in a health or safety emergency when warranted by the
27 seriousness of the threat to the student or other persons, when the information is necessary and
28 needed to meet the emergency, when time is an important and limiting factor, and when the
29 persons to whom the information is to be disclosed are qualified and in a position to deal with
30 the emergency;¹³

31
32 11. To the Attorney General or his designee for official purposes related to the investigation or
33 prosecution of an act of domestic or international terrorism. An educational agency that, in
34 good faith, produces education records in accordance with an order issued under this Act shall
35 not be liable to any person for that production;¹⁴

36
37 12. To any agency caseworker or other representative of a state or local child welfare agency or
38 tribal organization authorized to access the student's educational records when such agencies or
39 organizations are legally responsible for the care and protection of the student;¹⁵

40 Authorized school officials may release information from a student's education record if the student's
41 parent(s) or the eligible student gives written consent for the disclosure. The written consent must
42 include.¹⁶

- 43 1. A specification of the records to be released;
44 2. The reasons for the disclosure;

{N0293291.1}

- 1 3. The person, organization, or class of persons or organizations to whom the disclosure is to be
 2 made;
 3 4. The signature of the parent(s) or eligible student;
 4 5. The date of the consent and, if appropriate, a date when the consent is to be terminated. The
 5 student's parent(s) or the eligible student* may obtain a copy of any records disclosed under this
 6 provision.

7 The school system will maintain an accurate record of all requests to disclose information from or to
 8 permit access to a student's education records. The system will maintain an accurate record of
 9 information it discloses and access it permits. The system will maintain this record as long as it maintains
 10 the student's education record.¹⁷

11 The record will include at least:¹⁷

- 12 1. The name of the person or agency that makes the request;
 13 2. The interest the person or agency has in the information;
 14 3. The date the person or agency makes the request; and
 15 4. Whether the request is granted and, if it is, the date access is permitted or the disclosure is made.

** The student becomes an "eligible student" when he/she reaches age 18 or enrolls in a post-secondary school, at which time all of the above rights become the student's right.*

Legal References

1. 20 USCS 1232g; TCA 10-7-503, 504; TRR/MS 0520-01-03-.03(13)
2. TCA 49-6-3001(c)(1)
3. TCA 10-7-504(a)(4); 20 USCS 1232g
4. 20 USCS 1232g(b)(2)(B)
5. 20 USCS 1232g(b)(2); TCA 10-7-504(a)(4)(A)
6. TCA 37-1-403
7. 20 USCS 1232g(b)(3)
8. 20 USCS 1232g(b)(1)(F)

{N0293291.1}

Cross References

School District Records 1.407
 Promotion and Retention 4.603
 Attendance 6.200
 Child Custody/Parental Access 6.209
 Disciplinary Hearing Authority 6.317
 AIDS 6.404

9. 20 USCS 1232g(b)(1)(H)
10. 20 USCS 1232g(b)(1)(G)
11. TRR/MS 0520-01-03-.03(11)(e)
12. 20 USCS 1232g(b)(1)(D)
13. 20 USCS 1232g(b)(1)(I)
14. 20 USCS 1232g(j); USA Patriot Act of 2001 § 507
15. 20 USCS 1232g
16. 34 CFR 99.30
17. 34 CFR 99.32(a)
18. TCA 49-1-701, et seq.

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Student Records Annual Notification of Rights	Descriptor Code: 6.601	Issued Date: 08/13/19
		Rescinds: SP 6.152	Issued: 01/01/10

1 Within the first three weeks of each school year, the school system shall notify parent(s) of students
2 and eligible students* of each student's privacy rights.¹ For students enrolling after the above period,
3 this information shall be given to the student's parent(s) or the eligible student at the time of
4 enrollment.² The notice shall include the right of the student's parent(s) or the eligible student to:

- 5 1. Inspect and review the student's education records;
- 6
- 7 2. Seek correction of items in the record which are believed to be inaccurate, misleading, or in
8 violation of the student's rights, including the right to a hearing upon request;
- 9
- 10 3. File a complaint with the appropriate state or federal officials when the school system violates
11 laws and regulations relative to student records;
- 12
- 13 4. Obtain a copy of this policy and a copy of the student's educational records;
- 14
- 15 5. Exercise control over other people's access to the records, except when prior written consent is
16 given, or under circumstances as provided by law or regulations, or where the school system
17 has designated certain information as "directory information." Parent(s) of students or eligible
18 students have two weeks after notification to advise the school system in writing of items they
19 designate not to be used as directory information. The records custodian shall mark the
20 appropriate student records for which directory information is to be limited, and this
21 designation shall remain in effect until it is modified by the written direction of the student's
22 parent(s) or the eligible student.

23 **DIRECTORY INFORMATION**

24 "Directory information" means information contained in an education record of a student which would
25 not generally be considered harmful or an invasion of privacy if disclosed. Information classified as
26 Directory Information will be included in the annual notification of privacy rights and may include,,
27 but is not limited to the student's name, address, telephone number, e-mail address, photograph, date
28 and place of birth, dates of attendance, grade level, enrollment status, participation in officially
29 recognized activities and sports, weight and height of members of athletic teams, degrees, honors and
30 awards received, and the most recent educational agency or institution attended.³

31 Student directory information may be made available upon request to persons or groups which make
32 students aware of occupational and educational options, including making directory information
33 available to official recruiting representatives of the military forces of the State and the United States,
34 unless the parent or eligible student opts out of such disclosure.⁴

- 1 *The student becomes an “eligible student” when he/she reaches age 18 or enrolls in a post-secondary
- 2 school, at which time all of the above rights become the student’s rights.⁵

Legal References

1. 34 CFR § 99.4, § 99.7; TCA 49-1-703
2. 34 CFR § 99.7
3. 34 CFR § 99.3
4. TCA 49-6-406; 10 USCS § 503(c)
5. 34 CFR § 99.3, § 99.5; TCA 49-1-704

Cross References

Educators Eligible for Tenure Pending Board of Education Approval

August 13, 2019

Educators are eligible for tenure in Tennessee when they have completed a probationary period of 5 years (45 months) within a seven year period and have received a TEAM evaluation composite score (overall Level of Effectiveness score) of 4 (above expectations) or 5 (significantly above expectations) for the last two years of the probationary period as a non-tenured teacher (Tennessee Code Annotated 49-5-503). As well, educators are eligible for tenure re-instatement when they have served a two-year probationary term after moving from tenured status to probationary status.

We are pleased to present the following educator who met eligibility requirements to receive tenure in Metro Nashville Public Schools. Educators are listed with their teaching license number. We commend them for their outstanding performance in the classroom and commitment to our district.

EKHATOR, KEITH LAMONT (598479)



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July 12, 2019

Dr. Adrienne Battle
Interim Director of Schools
Adrienne.battle@mnps.org
615-259-8421 office
615-214-8850 fax

Members of the Board
Metropolitan Board of Public Education
2601 Bransford Avenue
Nashville, TN 37204

Re: Charges Supporting the Dismissal of Mary Cottingham

Dear Board Members:

I am writing to recommend the dismissal of Mary Cottingham from employment as a tenured teacher with the Metropolitan Nashville Public Schools ("MNPS"), pursuant to T.C.A. §49-5-511. I have charged her with misconduct or conduct unbecoming a member of the teaching profession and neglect of duty, which are grounds for her dismissal pursuant to T.C.A. §49-5-511. These terms are specifically defined in T.C.A. §49-5-501.

Evidence supporting these charges was set forth in my letter to Mary Cottingham on July 12, 2019, a copy of which is attached. I am asking you to certify these charges by voting that if proven true, these charges warrant Ms. Cottingham's dismissal. Should you certify these charges, I will inform Ms. Cottingham of your action and formally advise her of the right to request a hearing before an impartial hearing officer.

At the present time, I am only asking you to certify the charges. I am not asking you to weigh evidence either for or against dismissal. I am merely asking you to vote that the charges, if proven true, warrant dismissal. If Ms. Cottingham requests a hearing, it will occur at some point in the future.

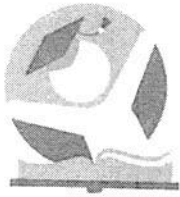
Accordingly, it is my recommendation that Mary Cottingham be dismissed from employment with the Metropolitan Nashville Public Schools.

Sincerely,

Dr. Adrienne Battle

cc: Dr. Tony Majors, Chief Human Resources Officer
Carlos L. Comer, Principal, Cockrill Elementary School
Corey Harkey, Esq., Department of Law
Personnel File (certificated)

Enclosure: July 12, 2019 letter to Mary Cottingham



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Dr. Adrienne Battle
Interim Director of Schools
Adrienne.battle@mnps.org
615-259-8421 office
615-214-8850 fax

July 12, 2019

Ms. Mary Cottingham
[REDACTED]
[REDACTED]

VIA REGULAR AND CERTIFIED MAIL

Re: Notice of intent to terminate

Dear Ms. Cottingham:

It has come to my attention that you have abandoned your job and thus engaged in unprofessional conduct unbecoming a teacher with the Metropolitan Nashville Public Schools and neglect of duty. Therefore, I must recommend that your employment with MNPS be terminated.

This letter constitutes written notice to you of the charges being made against you. The conduct described in the attached and incorporated Notice of Charges of Dismissal is sufficient to warrant your dismissal. Accordingly, be advised that I plan to present the charges against you to the Metropolitan Board of Public Education at its meeting on August 13, 2019.

At this meeting, the Board will vote whether or not to certify the charges against you. If the Board certifies the charges, you will be promptly advised and may subsequently request a hearing before an impartial hearing officer pursuant to T.C.A. § 49-5-512 on the merits of these charges.

Further, pursuant to my authority set out in T.C.A. §49-5-511, I hereby suspend you without pay pending the final disposition of this matter.

Sincerely,

Dr. Adrienne Battle

cc: Dr. Tony Majors, Chief Human Resources Officer
Carlos L. Comer, Principal, Cockrill Elementary School
Corey Harkey, Esq., Department of Law
Personnel File (certificated)



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Dr. Adrienne Battle
Interim Director of Schools
Adrienne.battle@mnps.org
615-259-8421 office
615-214-8850 fax

July 12, 2019

Ms. Mary Cottingham
7200 Sheffield Square
Nashville, TN 37221

Re: Notice of Charges for Dismissal – Mary Cottingham

Dear Ms. Cottingham:

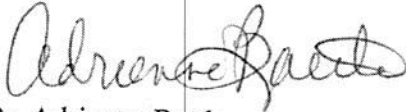
This is to inform you that I am recommending that you be dismissed from employment as a tenured teacher with the Metropolitan Nashville Public Schools (“MNPS”). The basis for your dismissal is unprofessional conduct or conduct unbecoming to a member of the teaching profession and neglect of duty. These terms are defined in T.C.A. § 49-5-501, and those definitions are incorporated here.

1. You have been absent without approval since January 7, 2019, and have failed to notify or communicate appropriately with your Principal, Carlos Comer, or the Human Resources Department, causing disruption to the school environment at Cockrill Elementary.
2. Following approved leave for the first semester of the 2018-2019 school year, you were instructed to return to work on January 7, 2019 by letter dated December 14, 2018 from Harold Finch, II, Director of Workplace Safety. You have not returned to work nor have you provided any indication that you will return to your teaching position with MNPS.
3. Carlos Comer, Principal of Cockrill Elementary School, attempted to contact you around the time of your expected return in January 2019. However, you never responded to any of his calls and your mother told him that you were unavailable.
4. Representatives with the Human Resources Department have attempted to contact you on multiple occasions, including January 7, 2019, February 12, 2019 and May 15 and 17, 2019. Your father responded on May 16, 2019 by providing documentation that he held Power of Attorney for you at the present time. Since then, in communications through your father, you have yet to provide MNPS with documentation showing your ability or willingness to return to

work. You have failed to adequately respond or communicate with the school or the Employee Relations office and you have not been at work since your approved leave ended January 7, 2019.

5. Because of these failures to report to work, you must be terminated as an employee with MNPS for unprofessional conduct or conduct unbecoming to a member of the teaching profession and neglect of duty.

Sincerely,



Dr. Adrienne Battle

cc: Dr. Tony Majors, Chief Human Resources Officer
Carlos L. Comer, Principal, Cockrill Elementary School
Corey Harkey, Esq., Department of Law
Personnel File (certificated)

Knowledge Academies

KA @ the Crossing – Knowledge Academy Knowledge High School

Update presented by the Office of Charter Schools
August 13, 2019



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Knowledge Academies

Introductions

Dennis G. Queen

Dr. Mary Laurens Minich

Dr. John Thomas

Dennis G. Queen

Q&A

Overview

Academic

Financial

Operational

Summary

Charter Office

Knowledge Academies

Overview:

The MNPS Board of Education gave notice on July 9, 2019, to bring the topic of Knowledge Academies to the Board floor for discussion relating a number of concerning items as reported in the Tennessean.

Knowledge Academies consist of three schools.	Contracts
Knowledge Academy grades 5-8	2011-2021
Knowledge High School grades 9-12	2015-2025
KA @ the Crossings grades 5-8	2016-2026

The Office of Charter Schools is investigating many of the allegations alleged and has prepared to update the Board of Education.

Knowledge Academies

**TCAP/TNReady Grades 5-8 % Proficient
(Proficient or Advanced for 2015; On Track or Mastered for 2016-2018)**

Year	English/Language Arts			Mathematics			Science			Social Studies		
	KA Mid	KA@ Cross	MNPS	KA Mid	KA@ Cross	MNPS	KA Mid	KA@ Cross	MNPS	KA Mid	KA@ Cross	MNPS
2014-15	42.1%	NA	41.9%	44.9%	NA	48.5%	65.8%	NA	52.3%	NA	NA	NA
2015-16	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2016-17	16.4%	13.3%	24.3%	9.7%	11.4%	25.3%	59.4%	54.5%	46.0%	NA	NA	NA
2017-18	16.1%	15.2%	25.4%	15.1%	8.6%	24.5%	48.4%	34.0%	42.7%	17.2%	17.8%	28.0%

Note: MNPS district-wide results are for grades 5-8. State assessments and performance standards changed in 2016.

Knowledge Academies

EOC - All Grades – On Track and/or Mastered

Year	English		Mathematics		Science		U.S. History	
	KA HS	MNPS	KA HS	MNPS	KA HS	MNPS	KA HS	MNPS
2015-16	15.3%	22.7%	4.6%	12.1%	23.2%	34.3%	12.8%	18.5%
2016-17	22.2%	24.4%	8.0%	12.1%	41.7%	35.7%	12.9%	14.9%
2017-18	12.9%	18.1%	3.5%	9.5%	17.3%	25.6%	7.3%	10.3%

Knowledge Academies

TCAP/TNReady TVAAS Level

Year	Literacy			Numeracy			Science			Social Studies			Composite		
	KA Mid	KA@ Cross	MNPS	KA Mid	KA@ Cross	MNPS	KA Mid	KA@ Cross	MNPS	KA Mid	KA@ Cross	MNPS	KA Mid	KA@ Cross	MNPS
2014-15	3	NA	5	1	NA	1	3	NA	5	NA	NA	NA	1	NA	3
2015-16	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2016-17	2	3	2	1	1	1	5	5	5	NA	NA	NA	1	5	1
2017-18	5	3	5	4	1	1	3	1	5	3	2	3	5	1	5

Note: MNPS district-wide results are for TCAP grades 4-8.

EOC Exam TVAAS Level

Year	Literacy		Numeracy		Science		Social Studies		Composite	
	KA HS	MNPS	KA HS	MNPS	KA HS	MNPS	KA HS	MNPS	KA HS	MNPS
2015-16	3	5	1	1	1	1	1	5	1	1
2016-17	5	3	4	1	4	1	1	1	3	1
2017-18	4	1	1	1	1	1	1	1	1	1

Note: MNPS district-wide results are for EOC Exams.

Knowledge Academies

Knowledge Academy

Accountability Status

- 2014-2015 – No Indicator
- 2015-2016 - NA
- 2016-2017 – No Indicator
- 2017-2018 – No Indicator
- 2018-2019 - **TSI**

KA @ The Crossings

Accountability Status

- 2014-2015 - NA
- 2015-2016 – NA
- 2016-2017 – No Indicator
- 2017-2018 - **ATSI**
- 2018-2019 – No Indicator

Knowledge Academies HS Accountability Status

- 2014-2015 - NA
- 2015-2016 – No Indicator
- 2016-2017 – No Indicator
- 2017-2018 - **ATSI**
- 2018-2019 – **ATSI**

Targeted Support and Improvement (TSI): The department identifies TSI schools each year. Schools are eligible for TSI identification if they have one or more student groups whose overall accountability score includes data from all indicators. Schools whose overall accountability scores for a given student group are in the bottom five percent for that student group will be identified as TSI schools. For example, a school in which Economically Disadvantaged (ED) students perform in the bottom five percent of all eligible ED student groups will be identified as TSI for its ED student group.

Additional Targeted Support and Improvement (ATSI): The department identifies ATSI schools every three years. The Every Student Succeeds Act defines ATSI schools as those in which “any subgroup of students, on its own, would lead to identification” as a Priority school. Only schools identified as TSI based on the most recent TSI list will be eligible for ATSI identification. TSI schools whose student group success rates are less than or equal to the maximum success rate of any Priority school in their pool will be identified as ATSI if they do not also have a score of A or B for each indicator for which that student group is eligible.

Knowledge Academies

Financial

Audit Findings:

2016	No Findings
2017	No Findings
2018	Audit Firm, Cherry Bekaert LLP., submitted an audit delinquent filing notification several times since Dec, 2018. They indicated Aug. 31, 2019 as a “new filing date overdue.”
2019	Audit Due Dec 31, 2019

Tax Returns (990):

Net Asset or Fund Balance

2014	\$201,602
2015	\$520,332
2016	(\$315,546) - \$216,948 (Depreciation) = (\$98,598)
2017	Not Available on Guidestar

Knowledge Academies

Operational:

1. Former staff verified being underpaid, offered bonuses to wait for late payment, some not receiving promised stipends. Attorneys hired.
2. Premiere Cleaning Co. verified a loss of \$25,581.77 in unpaid services. (Attorney hired)
3. Two parents verified scholarships were promised but not delivered.
4. Two former students verified they paid for warm-ups at \$130.00 each and did not receive the warm-ups or a \$130.00 refund.
5. Governing Board Chair James Bristol, Tennessean Interview acknowledges many issues including poor governing board oversight.
6. Great Schools.org web site reflects mostly negative comments from students, parents, and community. Posted in 2018-2019.
7. The NEI CMO Management Agreement. The term “Management” or “manage” is used 17 times in the NEI contract dated April 2, 2019.
-Article V (b)(iv) “NEI shall operate and manage the charter school according to its annual budget”. This CMO language requires a contract amendment.
8. School documents have been requested three times and have yet to be provided. 6/12, 7/10, 8/9. Latest document request are due August 16.

Knowledge Academies

Staffing and Enrollment:

1. Staffing Vacancies (8/7/19)	Certified	Support	
1. Knowledge Academies	7	5	
2. KA @ the Crossings	8	5	
3. Knowledge High School	<u>14</u>	<u>5</u>	
Total	-29	-15	
2. Enrollment (8/7/19)	Projected Count 1	Difference	
1. Knowledge Academies	259	198	-61
2. KA @ the Crossings	325	218	-107
3. Knowledge High School	<u>367</u>	<u>214</u>	-153
Total	951	630	-321

Knowledge Academies

Summary Review

We believe there is evidence available within the academic, financial, and operational areas of accountability to support material violations of the contract and TN State Charter Law.

Each school in the Knowledge Network has their own Charter contract; therefore, any action taken by this board must be by individual School.

Knowledge Academies consist of three schools	Contracts
Knowledge Academy grades 5-8	2011-2021
Knowledge High School grades 9-12	2015-2025
KA @ the Crossings grades 5-8	2016-2026

Knowledge Academies

Questions

2019 MNPS Preliminary Accountability Results

August 13, 2019



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2019 Results

- ❖ MNPS is in **Satisfactory** status based upon the district's overall 2018-19 accountability data
- ❖ The district's academic growth across all grades and subjects was equal to the statewide average, yielding an overall composite of **3** on the TVAAS 1-5 scale
- ❖ MNPS students made academic growth exceeding the state for **Literacy** and **Numeracy**, resulting in TVAAS composite scores of **4** and **5**, respectively
- ❖ The percent of MNPS students scoring *On Track* or *Mastered* for **English/Language Arts** (ELA) increased for grade spans 3-5 and 9-12 but declined for grades 6-8

2019 Results

- ❖ District TNReady scores for **Mathematics** improved for each of the three grade spans (3-5, 6-8 and 9-12)
- ❖ Small test score increases were seen in **Social Studies** for grades 6-8 and for **U.S. History** (grades 9-12)
- ❖ **Chronic absenteeism** and **English language proficiency** improved overall and for all disadvantaged subgroups
- ❖ **37** MNPS schools achieved **Reward School** status based upon 2018-19 student data

District Accountability Status

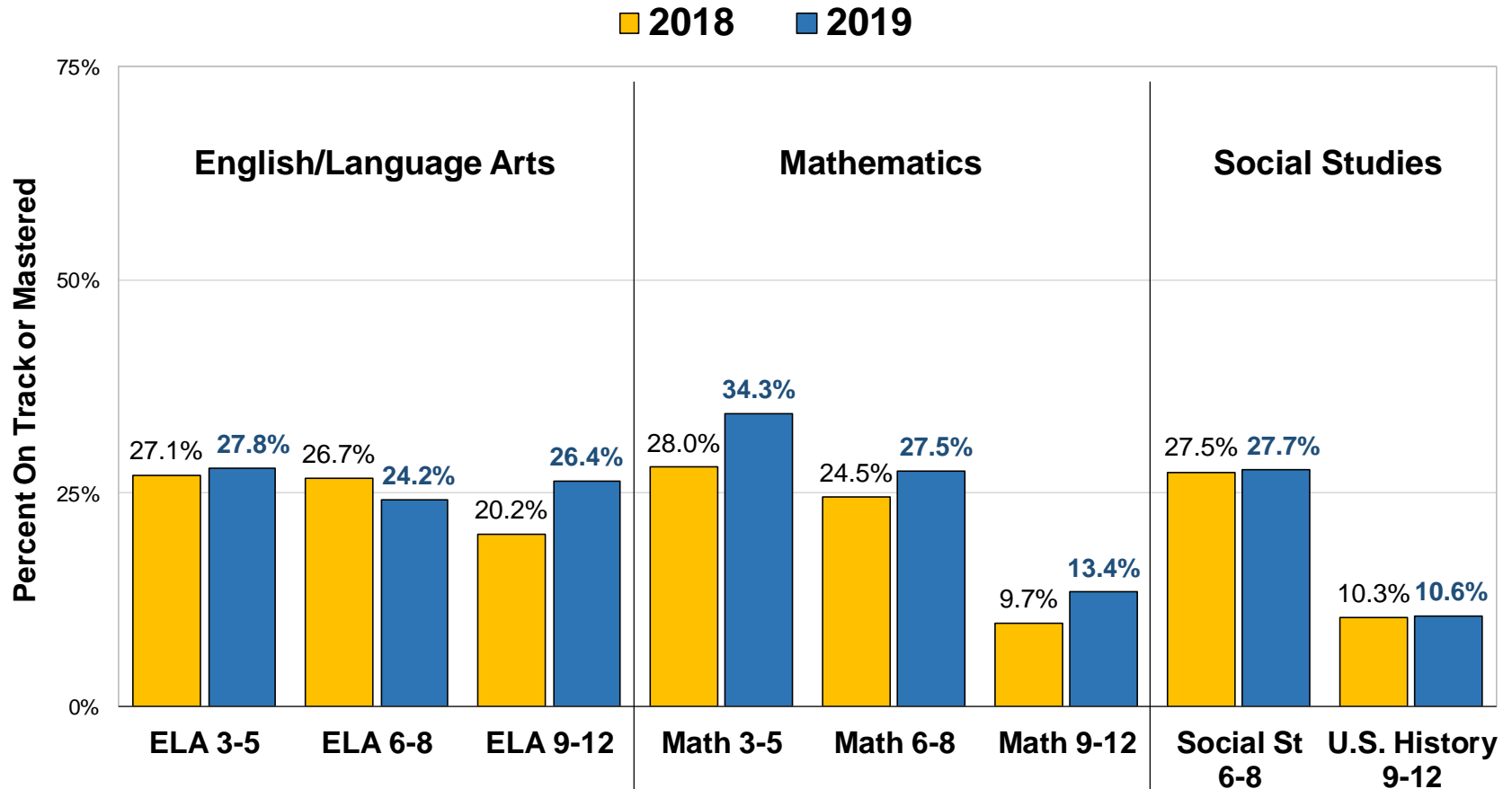
State accountability designations for school districts:

- Exemplary
- Advancing
- Satisfactory
- Marginal
- In Need of Improvement

Accountability Data by Indicator and Subgroup

Indicator	Grades	All Students		Black/Hispanic/ Native Amer		Economically Disadvantaged		Engl Learners with T1-T4		Students with Disabilities	
		Prior	Current	Prior	Current	Prior	Current	Prior	Current	Prior	Current
Achievement	3-5	27.8	31.1	19.3	22.5	16.0	18.7	17.3	21.1	10.9	11.2
	6-8	25.8	26.0	18.2	18.5	15.3	15.4	14.1	15.7	10.5	10.3
	9-12	15.7	20.0	9.4	12.5	6.9	9.9	3.2	5.0	6.1	6.1
Chronic Absenteeism	All	18.1	16.0	19.6	16.8	25.5	22.3	14.6	10.7	26.1	22.5
English Language Proficiency Growth	All	47.0	47.1	45.1	46.5	46.7	46.9	47.0	47.1	31.8	34.5
Graduation Rate (Class of 2018)	All	80.3	80.2	79.4	78.6	75.6	75.7	68.9	66.6	58.2	57.8

TNReady Assessment Results



Value Added Composites

Overall (Grades 4-8 TNReady & End of Course Exams)				
Composite	Literacy	Numeracy	Literacy and Numeracy	Social Studies
3	4	5	5	1

Grades 4-8 TNReady				
Composite	Literacy	Numeracy	Literacy and Numeracy	Social Studies
5	5	5	5	1

End of Course (EOC) Exams				
Composite	Literacy	Numeracy	Literacy and Numeracy	Social Studies
1	1	1	1	1

ACT Value Added

Test/Subject		# of Students	Growth Measure	Level
ACT	Composite	4007	0.3	Level 5
	English	4031	0.4	Level 5
	Math	4023	0.2	Level 5
	Reading	4019	0.5	Level 5
	Science/Reasoning	4008	0.2	Level 5

School Accountability Designations

Designation	# of Schools
Targeted Support & Improvement 1-year subgroup score in bottom 5% statewide	13
Additional Targeted Support & Improvement 3-year subgroup success rate in bottom 5%	9
Priority and/or Comprehensive Support & Improvement 3-year success rate in bottom 5% (unless high growth)	23
Reward 1-year overall accountability score of 3.1+ (on 0-4 scale)	37

How the School Board Can Assist

We request the Board advocate for the following:

- ❖ Timely reporting of state assessment and accountability results
- ❖ A state accountability system that continues to include a variety of measures with a focus on student growth
- ❖ Funding that matches the needs of the school district

Metropolitan Nashville Public Schools
Sales Tax Collections
As of July 20, 2019

General Purpose Fund

MONTH	2018-2019 Projection	TOTAL 2018-2019 COLLECTIONS	\$ Change For Month - FY19 Projection	% Change For Month - FY19 Projection	% Increase / Decrease Year To-Date
September	\$13,760,037.61	\$12,598,733.84	(\$1,161,303.77)	-9.22%	-9.22%
October	19,301,727.76	20,077,281.32	\$775,553.56	3.86%	-1.18%
November	19,843,659.90	20,379,144.40	\$535,484.50	2.63%	0.28%
December	19,603,910.65	21,198,882.40	\$1,594,971.75	7.52%	2.35%
January	19,235,869.11	19,692,389.20	\$456,520.09	2.32%	2.34%
February	23,675,483.78	25,320,153.83	\$1,644,670.05	6.50%	3.22%
March	17,287,222.96	18,051,592.70	\$764,369.74	4.23%	3.36%
April	17,366,604.50	18,947,634.20	\$1,581,029.70	8.34%	3.96%
May	20,978,208.62	21,613,047.20	\$634,838.58	2.94%	3.84%
June	20,140,998.62	21,084,060.70	\$943,062.08	4.47%	3.90%
July	20,712,076.34	21,257,539.92	\$545,463.58	2.57%	
August	21,152,400.16				
TOTAL	\$233,058,200.00	\$220,220,459.71	\$8,314,659.87		3.78%

Debt Service Fund

MONTH	2018-2019 Projection	TOTAL 2018-2019 COLLECTIONS	\$ Change For Month - FY19 Projection	% Change For Month - FY19 Projection	% Increase / Decrease Year To-Date
September	\$3,607,612.63	\$3,303,141.50	(\$304,471.13)	-9.22%	-9.22%
October	5,060,535.36	5,263,870.33	\$203,334.97	3.86%	-1.18%
November	5,202,619.36	5,343,012.92	\$140,393.56	2.63%	0.28%
December	5,139,761.80	5,557,932.18	\$418,170.38	7.52%	2.35%
January	5,043,268.51	5,162,959.15	\$119,690.64	2.32%	2.34%
February	6,207,248.61	6,638,448.92	\$431,200.31	6.50%	3.22%
March	4,532,371.62	4,732,774.41	\$200,402.79	4.23%	3.36%
April	4,553,183.90	4,967,698.95	\$414,515.05	8.34%	3.96%
May	5,500,075.84	5,666,518.09	\$166,442.25	2.94%	3.84%
June	5,280,575.76	5,527,828.18	\$247,252.42	4.47%	3.90%
July	5,430,301.16	5,573,311.04	\$143,009.88	2.57%	
August	5,545,745.45				
TOTAL	\$61,103,300.00	\$57,737,495.67	\$2,179,941.12		3.78%