

Maryville City Schools
833 Lawrence Avenue
Maryville, TN 37803

BOARD OF EDUCATION
REGULAR MEETING

5:30 PM, June 11, 2018
MARYVILLE HIGH SCHOOL

- I. CALL TO ORDER** **CHAIRMAN POPE**
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
- II. ADOPT AGENDA**
- III. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS**
- IV. CONSENT AGENDA ITEMS**
1. Approve Minutes of May 1, 2018, meeting (Attachment)
 2. Approve Board Policy Manual Section 9.17 – Information Technology – Second Reading
 3. Ratify Executive Committee approval of Maryville High School wrestling team overnight trip to Franklin Springs, GA, for wrestling camp (Attachment A1)
 4. Ratify Executive Committee approval of Maryville High School girls' basketball team overnight trip to Murfreesboro to compete in MTSU team camp (Attachment A1)
 5. Approve Maryville High School advanced mixed chorus overnight trip to Maryville Chorale Fall Retreat at Camp Ba-Yo-Ca (Attachment A2)
 6. Ratify Executive Committee approval of Maryville High School boys' basketball team overnight trip to Nashville to participate in overnight camp. (Attachment A3)
 7. Approve DyKnow cloud annual subscription – Funding Source: Instructional Supplies and Materials \$13,500 (Attachment A4)
 8. Approve Maryville Junior High mathematics proposal for online student editions – Funding Source: Instructional Supplies and Materials \$11,705.00 (Attachment A5)
 9. Approve Teaching Strategies Creative Curriculum for PreSchool – Funding Source: VPK \$14,054.46 (Attachment A6)
- V. AGENDA ITEMS**
1. Consider 2018-2019 School Fees (Attachment B1)
 2. Consider Nearpod software renewal and additional Ready Graduate component – Funding Source: Instructional Supplies and Materials \$40,000 (Attachment B2)
 3. Consider TE21, Inc. software renewal – Funding Source: Instructional Supplies and Materials \$41,432 (Attachment B3)
 4. Consider Microsoft license renewal – Funding Source: Instructional Supplies and Materials \$27,097.60 (Attachment B4)
 5. Consider Board Policy Manual Section 10.2 Attendance – First Reading (Attachment B5)

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Regular Meeting, page 2

- 6. Consider Board Policy Manual Section 10.4 Behavior and Discipline – First Reading (Attachment B6)**
- 7. Consider Board Policy Manual Section 10.16 School Admission and Assignment – First Reading (Attachment B7)**
- 8. Consider recommendation to hire Mary Grace Taylor as a teacher at Sam Houston Elementary**
- 9. Consider Memorandum Of Understanding (MOU) for school resource officers (Attachment B8)**

VI. REPORTS FROM DIRECTOR OF SCHOOLS

VII. RECOGNITION OF STAFF AND STUDENTS

VIII. COMMENTS FROM BOARD MEMBERS

IX. ADJOURN

Upcoming meeting date:

July 9, 2018 – 5:30 pm, Maryville High School (Ed Harmon Room)

August 13, 2018 – 5:30 pm, Maryville Junior High School



MARYVILLE CITY SCHOOLS

Mike Winstead
Director of Schools

833 Lawrence Avenue
Maryville, Tennessee 37803

May 2, 2018
Maryville City School Board
Executive Committee Meeting

Approve Maryville High School wrestling team overnight trip to Franklin Springs, GA, for wrestling camp. June 10-13, 2018

Approve Maryville High School girls' basketball team overnight trip to Murfreesboro to compete in MTSU team camp. June 18-20, 2018

APPROVED:

Director of Schools *Mike Winstead* Date 05/02/2018

Chairman, Board of Education *Bethany N Pope* Date 05/02/2018

Maryville Board of Education

Nick Black

Candy Morgan

Bob Proffitt

Bethany Pope

Christi Sayles

Request to Release Students for a School-Related Event

Teacher: Alex Cate Course/Team/Organization Wrestling

Event: Wrestling Camp at Emmanuel College in Franklin Springs, GA

Dates of Trip: (Include departure/return time)

Departure Date 6/10 Departure Time noon

Return Date 6/13 Return Time 4:00

Check all that apply:

In-County Out-of-County Overnight* Out-of-State* X
 *(Requires Board Approval)

Transportation: Walk Provide X Bus Number of buses

Cost to Each Student \$300 Means of Funding Trip Individual students pay

Educational Purpose:

Teacher Signature: Alex Cate Date 4-27-18

Request Approved: ✓ Request Not Approved

Principal's Signature: [Signature] Date 4/27/18

Superintendent Signature: [Signature] Date 5/1/18

*School Board Approved: Date

IMPORTANT REQUIREMENT

Please give classroom teachers a minimum of two weeks' notice of the event.

To help administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.

Please return to Macheala Humphrey

From: Scott K. West
Sent: Friday, April 27, 2018 11:17 AM
To: Rick Wilson <rick.wilson@maryville-schools.org>
Subject: Overnight Camp Trip

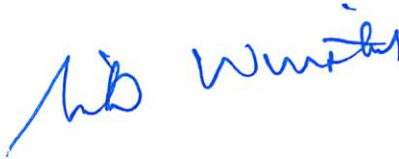
I should have had this ready for the May 1 agenda but I didn't...can you get this on the next or if there isn't a meeting in June can it get on the May agenda.

The Maryville Girls Basketball team will travel to Murfreesboro to compete in the MTSU team camp June 18-20.

The team will be staying overnight on campus and will be supervised by MHS coaches, several parents, and the MTSU residence hall staff.

Thank you

Coach West

A handwritten signature in blue ink, appearing to read "Scott K. West", is written over the typed name "Coach West". The signature is fluid and cursive.

Request to Release Students for a School-Related Event

Teacher: Byron Davis Course/Team/Organization: Chorus: Advanced Mixed ChorusEvent: Maryville Chorale Fall Retreat at Camp Ba-Yo-Ca in Sevierville

Dates of Trip (Include Departure/Return Time):

Departure Date: Friday, Aug 3, 2018 Departure Time: 4 pmReturn Date: Sunday, Aug 5, 2018 Return Time: 2 pm

Check all that apply:

In-County: ☐ Out-of-County: ☒ Overnight:* ☒ Out-of-State:* ☐
*(Requires Board approval)Transportation: Walk ☐ Parents Provide ☐ Bus ☒ Number of busses: 1Cost to each student: \$ 70 Means of funding trip: Students pay field trip feeEducational Purpose: Orientation and team-building retreat for The Maryville Chorale. This retreat is an essential activity to help new students make and build friendships within the ensemble, and to acclimate them to the ensemble culture. Additionally, the choir will get a head start on preparing repertoire for the Patron Gala Concerts.Teacher Signature:  Date: May 14, 2018Request Approved:  Request not Approved: _____Principal's Signature:  Date: 5/15/18Superintendent Signature:  Date: 5-17-18

*School Board Approved: _____ Date: _____

IMPORTANT REQUIREMENT

Please give classroom teachers a minimum of two weeks' notice of the event.

To help Administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.

Please return to Machaela Humphrey



MARYVILLE CITY SCHOOLS

Mike Winstead
Director of Schools

833 Lawrence Avenue
Maryville, Tennessee 37803

May 23, 2018
Maryville City School Board
Executive Committee Meeting

Approve Maryville High School boys' basketball team overnight trip to Nashville to participate in overnight camp. June 8-9, 2018

APPROVED:

Director of Schools *Mike Winstead* Date 05/23/2018

Chairman, Board of Education *Bethany N. Pope* Date 05/23/2018

Maryville Board of Education

Nick Black

Candy Morgan

Bob Proffitt

Bethany Pope

Christi Sayles

May 23, 2018

Dr. Winstead

RE: June 8 & 9

The Maryville High School boys basketball team would like to get permission to stay overnight in Nashville on the day listed above. Our plans are to go to the camp hosted by David Lipscomb University. We would leave early on June 8th and return on June 9th late in the afternoon. We will be staying at the Courtyard Marriott located in the Green Hills area about one mile from David Lipscomb. We will be taking about ten players on the trip.

Thank you for your support and if you need anything else please let me now.

Thanks Again

Mark Eldridge



7602 East 88th Place, Indianapolis IN 46256 USA
Office: 1.888.839.5669 | Fax: 1.317.663.0785

SALES QUOTATION

Created Date: 03-13-18

License Effective Date: 07-01-18

Customer Information

Organization: Maryville City Schools
Attention: Amy Vagnier
Street: 833 Lawrence Avenue,
City, State, Zip Code: Maryville, TN,
37803
Phone Number: (865) 982-7121

Product Licenses & Professional Services

Description	Part Number	Unit Price	Quantity	Total (USD)
DyKnow Cloud Annual Subscription	DCAS-T6	\$13500.00	1.00	\$13,500.00

Notes:

Grand Total **\$13,500.00**

Payment Details

Customer to complete:

Contact Name:

Phone Number:

Email Address:

Customer to select one:

I will send a PO (licenses delivered upon receipt of PO)

I will pay by credit card

Terms & Conditions

- This subscription license allows for termed access of the product specified above; no software ownership is transferred. New products, modules, or services available during term may require additional fees.
- Subscription licensing includes product updates and support during term, unless otherwise specified.
- Per DyKnow performance promise, customer has right to void future licenses if DyKnow fails to meet product expectations
- Tech specs / compatibility is listed by product line in our Knowledge Base: <https://support.dyknow.com>
- Implementation services is a required purchase and includes critical setup, configuration, and integration
- Unless otherwise noted, all licenses and services expire 12 months from Effective Date. Minimum 30 days between scheduling and delivering services.
- Payment due net 30 from invoice date. PO required for orders of \$10,000+ USD.
- Per DyKnow performance promise, customer has right to void future licenses if DyKnow fails to meet product expectations.

Customer Acceptance

Date

Signature is a binding purchase commitment and allows DyKnow to schedule services and prepare for implementation.

Proposal Date: 6/1/2018

Expiration Date: 7/31/2018

Proposal for
Maryville Junior High School
Mathematics

ISBN	Title	Price	Quantity	Value of all Materials
Student				
1594691 9780544417939	HMH Algebra 1 Online Student Edition with Personal Math Trainer 1 Year	\$19.80 ^C	425	\$8,415.00
Total for Student				\$8,415.00
Total for -				\$8,415.00
Grade 8				
Student				
1700573 9781328906632	Go Math! STA Online Student Edition with Personal Math Trainer 1 Year access Grade 8 2018	\$16.45	200	\$3,290.00
Total for Student				\$3,290.00
Total for Grade 8				\$3,290.00

**Proposal
Summary**

Subtotal Purchase Amount:	\$11,705.00
Total Cost of Proposal (PO Amount):	\$11,705.00 + Shipping (Not included)



Houghton Mifflin Harcourt

C = Contract Price
 Attention:
 Melissa Stowers
 melissa.stowers@maryville-schools.org

HMH Confidential and Proprietary

Customer Experience
 9205 South Park Center Loop
 Orlando, FL 32819
 FAX: 800-269-5232
 k12orders@hmc.com

Proposal Date: 6/1/2018

A5 2

Expiration Date: 7/31/2018

Proposal for
Maryville Junior High School
Mathematics

Total Cost of Proposal (PO Amount): \$ 11,705.00

This is a proposal only.

This proposal is subject to HMH's Standard Terms and Conditions ("Ts & Cs") below:

<http://www.hmhco.com/common/terms-conditions>

Ts & Cs are also found on HMH invoices.

HMH reserves the right to modify its Ts & Cs from time to time and agrees to notify you prior to such modifications becoming effective.

Unless otherwise agreed in writing, orders for Professional Services shall expire upon the earlier of (i) expiration of customer's funding or (ii) 24 months from receipt of the order.

Date of Proposal: 6/1/2018

Proposal Expiration Date: 7/31/2018



Houghton Mifflin Harcourt



Houghton Mifflin Harcourt

C = Contract Price

Attention:

Melissa Stowers

melissa.stowers@maryville-schools.org

HMH Confidential and Proprietary

Customer Experience
9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com

6/1/2018

006791928

Sold: 0000239547 Ship: 0000136811

Page 3 of 3

Please submit this form with your purchase order.



Quotation

Quote#: Q-52458
Date: 06-04-2018
Expiration Date: 07-04-2018

Teaching Strategies, LLC ("TS")

4500 East West Highway, Suite 300
 Bethesda, MD, 20814, US
 Phone: (301) 634-0818

Customer Name: MARYVILLE CITY SCHOOL DISTRICT Customer Number:	Contact Name: Amy Vagner Contact Email: amy.vagner@maryville-schools.org Contact Title: Assistant Director of Schools
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SALESPERSON	PHONE NUMBER & EXT	EMAIL
Michael Benge		michael.b@teachingstrategies.com

PRODUCT CODE	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
77303	The Creative Curriculum for Preschool, 6th Edition	6.00	\$2,149.00	\$12,894.00

SUBTOTAL	\$12,894.00
SHIPPING COST	\$1,160.46
TAX	\$0.00
TOTAL	\$14,054.46

BILL TO

Billing Client: MARYVILLE CITY SCHOOL DISTRICT
 Billing Street: 833 LAWRENCE AVE
 Billing City: MARYVILLE
 Billing State: Tennessee
 Billing Postal Code: 37803
 Billing Country: United States

Proposed Maryville High School Fees, 2018-2019

Technology		Foreign Language Department	
School-wide Technology Fee	\$10	French	\$10
		French AP	\$25
Fine Arts Department		Spanish	\$10
AP Art History	\$10	Spanish AP	\$25
Art 1	\$25	Latin	\$10
Art 2	\$30	Latin AP	\$25
Clay & Ceramics	\$40	FLTA	\$15
Crafts (90 days)	\$40		
Drawing	\$40	CTE Department	
Painting	\$40	Accounting	\$30
Studio Art - Digital Photography	\$40		
Studio Art AP - 2D/3D/Drawing	\$50	Culinary Arts 1, 2, 3	\$40
World Crafts (45 days)	\$30		
		Residential and Commercial Construction I & 2	\$25
Band	\$150	Foundations of Construction	\$25
Chorus	\$30/Term	Drafting	\$10
Orchestra	\$15/Term	CAD/Adv Cad/DE Cad	\$10
Drama 1	\$15	Criminal Justice 1	\$10
Drama Intermediate	\$20	Criminal Justice 2	\$10
Drama 2 Play Production	\$30		
Drama 2 Musical	\$30	Marketing - All Courses	\$15
Forensics - Inactive Fee	\$25		
		Electronic Media Mgt & Ops	\$30
English Department		Electronic Media Production	\$30
English 10-11	\$12	Media Concepts	\$30
Journalism - Inactive Fee	\$10		
		Health Science	\$10
Mathematics Department		Medical Therapeutics	\$20
Algebra 3/Trig (includes PSCC exam)	\$25	Emergency Medical Services	\$20
Math Courses	\$5	DE Emergency Medical Services	\$20
		Clinical Internship	\$10
Science Department		Health Informics - Inactive Fee	\$10
Anatomy & Physiology	\$20	CTE Anatomy & Physiology	\$20
AP Biology	\$20	Nursing Ed	\$10
AP Chemistry	\$20		
AP Environmental Science	\$20	Computer-Based Courses	\$10
AP Physics I	\$20		
AP Physics II	\$20	Project Lead The Way/STEM	\$10
Chemistry II	\$20		
All other Science courses	\$15	Physical Education Dept.	
		PE	All PE courses will charge \$5 per 90 day/section (Qtr or A/B)
Special Programs		Sports Performance	
Jr/Sr Independent Project	\$10	Conditioning	\$10
All other Senior Program Courses	\$7	Wellness	\$20
ACT Prep	\$5	Driver-Education	
		Parking	\$55
Social Studies Department			
All Social Studies AP Courses	\$10		
All Social Studies Quarter Courses	\$5	Change in Fee	
All Social Studies Term/YL Courses	\$8	New Course	
Psychology	\$5	Drop	

MARYVILLE JUNIOR HIGH SCHOOL

9TH GRADE

B1 2

Dear Parent,

Below is a list of fees for the 2018-19 school year. If you prefer, you may write one check to include the base and elective fees. Students may pay school fees and return this form to their 1st period teacher. Checks should be written to Maryville Junior High School. Beginning Monday, August 6th, fees and form should be returned to the MJHS main office.

9th Grade Base Fees - does not include electives:

English	\$ 15.00 /yr	Extended texts (e.g., novels, nonfiction), TNReady curriculum materials, online access codes and subscriptions, multimedia resources, interactive technology, consumable classroom instructional materials
AP Human and World Geography	\$ 8.00 /yr	Supplies, project materials, multimedia resources, interactive technology consumable equipment
Math	\$ 5.00 /yr	Software, calculators, batteries, consumable equipment, instructional materials
Science	\$ 15.00 /yr	Lab Supplies, lab hardware and software, subscriptions, site licenses, consumable supplies
Technology	\$ 10.00 /yr	Instructional hardware and software, supplies, supplemental materials
Wellness	\$ 5.00 /yr	Project materials, updated health curriculum, physical education equipment
TOTAL	\$ 58.00 /yr	

Foreign Language Fees:

French 1 and 2	\$ 10.00 /yr	Instructional materials, ebook subscriptions, other consumables
Latin 1 and 2	\$ 10.00 /yr	Instructional materials, ebook subscriptions, other consumables
Spanish 1 and 2	\$ 10.00 /yr	Instructional materials, ebook subscriptions, other consumables

Elective Fees:

Academic Success	\$ 10.00 /yr	Consumable classroom instructional materials
Art 1	\$ 25.00 /yr	Consumable art project supplies
Band	\$ 30.00 /yr	Classroom instructional materials, consumables, tshirts
Career Explorations	\$ 10.00 /yr	Consumable supplies and equipment
Comp Sci Foundations	\$ 10.00 /yr	Consumable supplies and equipment
Concert Choir	\$ 30.00 /yr	Classroom instructional materials, consumables, tshirts
Culinary Arts 1	\$ 40.00 /yr	Food labs, art and sewing supplies
Drama 1/Drama Int	\$ 25.00 /yr	Royalties, costumes, make up, props, scripts, printing, paint, incidentals
Intro to Eng Design	\$ 15.00 /yr	Consumable classroom instructional and project supplies
Orchestra	\$ 15.00 /yr	Classroom instructional materials, consumables, tshirts
Prin of Manufacturing and Construction	\$ 25.00 /yr	Classroom building materials and hardware
Yearbook	\$ 15.00 /yr	Presentation tools, project supplies, consumables

TOTAL DUE: _____

(base fees + electives)

* All fees will support LCE projector bulb replacement

MARYVILLE JUNIOR HIGH SCHOOL

8TH GRADE

Dear Parent,

Below is a list of fees for the 2018-19 school year. If you prefer, you may write one check to include the base and elective fees.

Students may pay school fees and return this form to their 1st period teacher. Checks should be written to Maryville Junior High School.

Beginning Monday, August 6th, fees and form should be returned to the MJHS main office.

8th Grade Base Fees - does not include electives:

English	\$ 15.00 /yr	Extended texts (e.g., novels, nonfiction), <i>TNReady</i> curriculum materials, online access codes and subscriptions, multimedia resources, interactive technology, consumable classroom instructional materials
Math	\$ 5.00 /yr	Software, calculators, batteries, consumable equipment, instructional materials
Science	\$ 15.00 /yr	Lab Supplies, lab hardware and software, subscriptions, site licenses, consumable supplies
Social Studies	\$ 8.00 /yr	Supplies, project materials, multimedia resources, interactive technology consumable equipment
Technology	\$ 10.00 /yr	Instructional hardware and software, supplies, supplemental materials
Wellness	\$ 5.00 /yr	Project materials, updated health curriculum, physical education equipment
TOTAL	\$ 58.00 /yr	

Foreign Language Fees:

French 1	\$ 10.00 /yr	Instructional materials, ebook subscriptions, other consumables
Latin 1	\$ 10.00 /yr	Instructional materials, ebook subscriptions, other consumables
Spanish 1	\$ 10.00 /yr	Instructional materials, ebook subscriptions, other consumables

Elective Fees:

Academic Success	\$ 10.00 /yr	Consumable classroom instructional materials
Art	\$ 15.00 /yr	Consumable art project supplies
Band	\$ 30.00 /yr	Classroom instructional materials, consumables, tshirts
Chorus	\$ 30.00 /yr	Classroom instructional materials, consumables, tshirts
Comp Sci Ind Studies	\$ 10.00 /yr	Consumable supplies and equipment
Drama	\$ 25.00 /yr	Royalties, costumes, make up, props, scripts, printing, paint, incidentals
Gateway to Tech	\$ 15.00 /yr	Consumable classroom instructional and project supplies
Orchestra	\$ 15.00 /yr	Classroom instructional materials, consumables, tshirts
Shop	\$ 25.00 /yr	Classroom building materials and hardware
Teen Living	\$ 25.00 /yr	Experiential Learning Supplies
Yearbook	\$ 15.00 /yr	Presentation tools, project supplies, consumables

TOTAL DUE:

(base fees + electives)

* All fees will support LCE projector bulb replacement

No changes in the elementary and intermediate schools 2018-2019 fees from last year.

Elementary \$40

Intermediate \$50

These fees are to supplement the cost of the following consumable items and may be used to enhance equipment for instructional use: assignment notebook, art supplies, technology supplies, workbooks, hands-on materials, journals and classroom enrichment.

No changes in the 2018-2019 iReach usage charge for students in grades 4-12 \$40.



Proposal for: Maryville School District - 2018-2019

April 27, 2018

Dear Amy Vagnier,

Thank you for your interest in Nearpod for your school's needs. At Nearpod, we strive to support teaching and learning through collaborative, interactive, and shared experiences with technology. Although there may be a number of teachers and students at your school who have used our free edition of Nearpod, you'll find that upgrading to the School Edition provides a number of additional features and benefits.

Please see below for your custom price quote.

On behalf of the whole Nearpod family, we would like to thank you for the opportunity to work with your school. We are committed to doing all we can to help support you and your teachers as your school uses Nearpod to transform teaching and learning in your classrooms. Please know that you can contact us at anytime about anything we can do to enhance your Nearpod experience.

Sincerely,

Jasmine Wheeler
Account Executive
Office: (855) 632-7763 Extension: 2253
Cell: (678) 520-1892
Fax: (305) 655-1999
jasminew@nearpod.com



Date	Nearpod Contact
04/27/2018	Jasmine Wheeler

Customer Contact
Amy Vagnier

Service Start	Service End
9/1/2018	8/31/2019

A. Nearpod Licenses + Future Ready Content - 350 Teachers / 5,000 Students				
Description	Quantity	Unit Price For 12 months	Months	Total Price
Nearpod District License including unlimited access to the Nearpod Lesson Library featuring thousands of ready to teach lessons. Access to Nearpod's growing College and Career Exploration offering. Access to Nearpod's expanding Digital Citizenship and Literacy program featuring Common Sense Education.	350 --Teachers 5000 -- Students	\$7.80	12	\$43,680.00
Promotional Discount		(\$3,480.00)	12	(\$3,680.00)
			Total	(USD) \$40,000.00



TE21, Inc.

1184 Clements Ferry Rd, Suite G
Charleston, SC 29492
Phone: (843) 579-2520
Fax: (843) 849-2951

Business Partner: LEARNING PARTNERS, LLC

Roger Choate ~ roger@yourlearningpartners.com ~ (270) 210-8907
475 Calvert Drive, Paducah, KY 42003

QUOTE/ORDER AGREEMENT

B3 1

VALID UNTIL: 07-15-2018

Quote Number: Q-004557

Quote Name: Maryville City - BA IB - 18-19 - 05/04/2018 18:47

Customer:	Maryville City School District		
Address:	833 Lawrence Ave, Maryville, TN 37803		
Contact Name:	Amy Vagnier	Title:	Academic Assessment Director
E-mail:	amy.vagnier@maryville-schools.org	Phone:	(865) 982-7121

PRODUCTS/SERVICES ORDERED:

QTY	UNITS	PRODUCT	DESCRIPTION	PRICE LEVEL	SALES PRICE	TOTAL PRICE
5,300	Students	BA Online EADMS	Online Student Access - EADMS Platform	Custom Pricing	\$1.00	\$5,300.00
5,300	Students	CASE-IB-EADMS	CASE Item Bank - EADMS Platform	Custom Pricing	\$0.00	\$0.00
1,986	Students	BA-PP	Paper-Pencil Benchmarks	TE21 Base Pricing	\$1.00	\$1,986.00
1,184	Students	TN-ElemBA	CASE Benchmark Assessments - TN Elementary School	District Pricing -Two BA	\$8.00	\$9,472.00
1,208	Students	TN-MiddBA	CASE Benchmark Assessments - TN Middle School	District Pricing -Two BA	\$8.00	\$9,664.00
2,730	Students	TN-HighSubj	CASE Benchmark Assessments - TN High School Benchmarks by Tested Subject	District Pricing -Two BA	\$4.00	\$10,920.00
1	Package	PD-EADMSDay	Professional Development for EADMS System	TE21 Base Pricing	\$2,000.00	\$2,000.00
1	Package	PD-DROnSite	Data Review Session Onsite Session	TE21 Onsite Full Day	\$2,000.00	\$2,000.00
Total:						\$41,342.00

This Order Agreement is governed by the Master Terms and Conditions located at <https://www.te21.com/terms>, which are hereby incorporated by reference (this Quote/Order Agreement and such Master Terms and Conditions, collectively, the "Agreement"). In the event of any conflict between any provisions of the Master Terms and Conditions and this Order Agreement, the provisions of this Order Agreement shall control to the extent of the conflict.

Online delivery orders, including CASE Item Bank, are also governed by the Master Terms and Conditions of our delivery platform partner, EADMS by IO Education, located at <https://ioeducation.com/terms-of-service>.

Additional details of your order follow.



QUOTE/ORDER AGREEMENT

B3 2

Elementary Assessment Order Detail				
Subject	Ordered?	# of Tests per Year	Online?	Grade Level
ELA	Yes	2	Yes - TE21 Customer	K-4 (P/P), 5 (Online)
Math	Yes	2	Yes - TE21 Customer	K-4 (P/P), 5 (Online)
Science	No			
SS	Yes	2	Yes - TE21 Customer	4 (P/P), 5 (Online)

Middle Assessment Order Detail				
Subject	Ordered?	# of Tests per Year	Online?	Grade Level
ELA	Yes	2	Yes - TE21 Customer	6-8
Math	Yes	2	Yes - TE21 Customer	6-8
Science	No			
SS	Yes	2	Yes - TE21 Customer	6-8

High School Assessment Order Detail				
Subject	Ordered?	# of Tests per Year - Traditional	# of Tests per Semester - Block	Online?
Standard Package – All Subjects				
Standard English	Yes		2	Yes - TE21 Customer
Standard Math	Yes		2	Yes - TE21 Customer
Standard Science	No			
Standard History	Yes		2	Yes - TE21 Customer
Exceptions or Notes				

Additional Assessment Details			
Assessment Package	Option 7: Custom		
College and Career Ready Assessments			
Grades to Test		# of Students	
CASE Item Bank Subscription			
Grades to Access	K-11	# of Students	5,300
Subscription Start Date	11-16-2018	Subscription End Date	11-15-2019
New Subscription Notes			
Online Delivery Platform Vendor			
CASE Item Bank		Assessments	
EADMS		EADMS	
Special Instructions			
- This quote is for budgeting purposes and uses 2017-18 student enrollment numbers. When actual enrollment for 2018-19 is determined, a revised quote can be created. -			
- This quote reflects district pricing. If less than the entire district purchases, pricing will change. -			



Pricing Proposal
 Quotation #: 15429959
 Created On: 6/1/2018
 Valid Until: 7/1/2018

Maryville City School District

Andy Lombardo

833 LAWRENCE AVE
 MARYVILLE, TN 37803
 United States
 Phone: (865) 982-7121
 Fax:
 Email: andy.lombardo@maryville-schools.org

Inside Account Executive

Jim King

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 615-547-8025
 Fax: 732-564-8224
 Email: Jim_King@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 DsktpEdu ALNG LicSAPk MVL Microsoft - Part#: 2UJ-00001 Note: Desktop Core CAL	640	\$42.34	\$27,097.60
2 O365ProPlusEdu ALNG SubsVL MVL AddOn toOPP Microsoft - Part#: 5XS-00003 Note: Office 365 Pro Plus for Faculty	1079	\$0.00	\$0.00
3 O365ProPlusEdu ShrdSvr ALNG SubsVL MVL PerUsr w/Faculty Microsoft - Part#: 5XS-00002 Note: Office 365 Pro Plus for Student	5145	\$0.00	\$0.00
4 O365Edu ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: M6K-00001 Note: Office 365 EDU for students	5145	\$0.00	\$0.00
5 Microsoft Office 365 For Faculty (Plan A3) - Product upgrade subscription license 1 user - upgrade from Core CAL Suite/Entertainment CAL Suite + MS Office Professional Plus - EDU, additional product - Campus, School - Win, Mac - All Languages Microsoft - Part#: M6K-00001-FACULTY	1079	\$0.00	\$0.00
Total			\$27,097.60

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

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10.2

10.2.1 School Attendance

10.2.1.1 School attendance is compulsory for all children between the ages of six (6) and seventeen (17) both inclusive. If residing in the City of Maryville, they shall attend school under the provision of TCA 49-6-3001.

10.2.1.2 **Absences from School** - An absence occurs when a student is not in attendance at that student's assigned location. Absences are discouraged, but will be excused by the principal for personal illness, illness in the family temporarily requiring help from the child, death in the family, compliance with established ordinances of religion and instruction, or, with prior approval for other reasons. All absences, excused or unexcused, will be a part of a student's total attendance record. Junior high and high school students who miss 50% or more of class time from a class period or block will be counted absent.

10.2.1.3 **Tardiness to School** - A tardy student is one who reports to school after the school day has begun, but arrives in time to be counted legally present for the day. Each school will set appropriate tardy policies. Tardiness is discouraged and administrative action will be taken when students have been tardy more than six times in a school year.

10.2.1.4 **Leaving School** - A student who leaves school after the school day has begun will be recorded as absent from the classes missed. A student absent more than 50% of the school day will be counted absent for the day.

10.2.1.5 **Excuse Notes** - Excuse notes from parents shall clearly state the reasons for absences or tardies. Notes from professionals shall clearly state the period of time required. School administrators may limit the number of parent notes accepted at which point the principal may require a note from a professional before issuing an excused admit slip to a student. All excuse notes from parents and professionals will be presented to the principal or principal's designee for determination of "excused" or "unexcused" before the student is admitted to class. The school district reserves the right to reject doctor notes. If parents want to appeal an unexcused absence, they should communicate with the principal. The principal's decision will be final at the school level.

*Students will be limited to ten (10) excused days with parental notes for the year.
Parental note absences above the limit of ten (10) days will be unexcused.*

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10.2.1.6 Notification to Parents – Each school will be responsible for notifying parents of days absent from school and days tardy to school.

10.2.1.7 Dismissal Procedure

The following procedures shall be observed with regard to dismissal of students during school hours:

- No teacher shall permit any student to leave school prior to regular dismissal hours except with approval of the principal. Elementary and Intermediate School students shall be permitted to leave school prior to regular dismissal time only in the company of a parent, legal guardian, school employee, police officer, court officer, or a person designated by the parent or guardian. High school and junior high school students may be permitted to leave school with parent permission by note or phone.
- No student shall be sent from the school during school hours to perform an errand or act as a messenger, except with parental permission and the approval of the principal.
- Parents shall be urged to schedule dental and medical appointments outside of school hours. When such appointments cannot be scheduled outside school hours, parents must notify the principal or call for the student in person.

10.2.1.8 Attendance Regulations - Attendance is a key factor in student achievement and, therefore, students are expected to be present each day that school is in session. The Director of Schools and school administrator shall develop programs and practices to encourage all students to attend school.

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

- 1. All accounting and reporting procedures and their dissemination;*
- 2. Alternative program options for students who severely fail to meet minimum attendance requirements;*
- 3. Ensuring that all school age children attend school;*
- 4. Providing documentation of enrollment status upon request for students applying for new or reinstatement of driver's permit or license; and*
- 5. Notifying the Department of Safety whenever a student with a driver's permit or license withdraws from school.*

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The principal shall be responsible for ensuring that:

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

Truancy

Students who are absent five (5) days without adequate excuse shall be reported to the director of schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's absence. The director of schools/designee shall also comply with state law regarding the reporting of truant students to the proper authorities. If a student accumulates a total of five (5) unexcused absences, then he/she is subject to referral to juvenile court.

Progressive Truancy Intervention Plan

Students with three (3) unexcused absences shall be subject to the progressive truancy intervention framework outlined below.

Tier I

- 1. A conference with the student and the student's parent/guardian;*
- 2. An attendance contract, based on the conference, signed by the student, the parent/guardian, and an attendance officer. The contract shall include:*
 - a. A specific description of the school's attendance expectations for the student;*
 - b. The period for which the contract is effective. The term of the contract must not exceed ninety (90) school days or continue beyond the last day of the semester, whichever comes first; and*
 - c. Penalties for additional absences and alleged school offenses, including additional disciplinary action and potential referral to juvenile court; and*
- 3. Regularly scheduled follow-up meetings to discuss the student's progress.*

If the student accumulates additional unexcused absences in violation of the attendance contract, he/she shall be subject to the additional intervention tiers.

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Tier II

An individualized assessment by a school employee of the reasons a student has been absent from school. This may result in referral to counseling, community-based services, or other services to address the student's attendance problems.

Tier III

Tier III will be implemented if the truancy interventions under Tier II are unsuccessful. Tier III will consist of one or more of the following: school-based community service, participation in a restorative justice program, referral to a school-based teen court, Saturday school, or before/after school courses designed to improve attendance and behavior.

State-Mandated Assessment

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

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

Driver's License Revocation

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

In order to qualify for reclaiming a driver's permit or license, the student must make a passing grade in at least three (3) full unit subjects or their equivalency at the conclusion of a subsequent grading period.

~~Students who have five unexcused absences within a school year become subject to the truancy laws of Tennessee.~~

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~~**10.2.1.8 School Admissions: Resident Students**~~ Resident students shall be classified as those:

- ~~with a custodial parent, legal guardian, or an adult with state temporary care-giving authority in accordance with TCA 34-6-301 residing inside the corporate limits of the City of Maryville;~~
- ~~married to and residing with a resident of the City of Maryville;~~
- ~~verified homeless within the corporate limits of the City of Maryville;~~
- ~~in state custody placed by a state agency in a residence within the corporate limits of the City of Maryville.~~

All other students shall be classified as non-resident students.

~~**10.2.1.9 School Admissions: Enrollment of Students**~~ Upon enrollment at any school, the parents/legal guardians of the student must present, proof of residency within the Maryville City Schools district, current immunization records, and all school records (including special education records) from the student's prior school. The principal may delay the decision regarding the enrollment of any student for up to five school days while school personnel and the parent/legal guardian attempt to obtain appropriate information for student placement.

~~**10.2.1.9.1 Homeless Students**~~ Homeless students will have equal access to the same free appropriate public education as provided to other students in accordance with procedures found in Maryville City Schools Procedures and Guidelines.
~~10.2.1.9.1~~

~~**10.2.1.10 School Admissions: Non-Resident Students**~~ Non-resident students may attend as tuition students in Maryville City Schools subject to the following rules and regulations:

- ~~That said attendance will not cause that class or the grade level grouping in that school to exceed the maximum allowable enrollment set by the School Board;~~
- ~~That the custodial parent or legal guardian of said tuition student provides transportation to and from said school during the term of tuition attendance as tuition students are not eligible for public school transportation provided for and paid by city residents;~~
- ~~That tuition is paid at the beginning of each term at a rate approved by City Council by resolution and administered under rules set by the School Board;~~

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- ~~Tuition students will be allowed to attend City of Maryville schools based on the following priority:~~

- ~~○ Priority 1: Children of teachers in Maryville City Schools~~
- ~~○ Priority 2: Children of non residents who own property in the City of Maryville~~
- ~~○ Priority 3: Children of non residents employed by the City of Maryville or Maryville City Schools~~
- ~~○ Priority 4: Children of non residents who have siblings already in Maryville City Schools~~
- ~~○ Priority 5: Children of non residents.~~

~~The school system shall have the right to reject the application of any student who fails to demonstrate a satisfactory academic and attendance record and who does not exhibit good citizenship qualities. Students expelled or suspended from other schools shall not be accepted without prior written approval by the Director of Schools. A tuition student who in the judgment of the principal fails to maintain these standards will be removed from the Maryville City School System.~~

~~**10.2.1.11 School Admissions: Foreign Exchange Students** Maryville City Schools shall enroll only those foreign students who either have proper clearance or who can receive proper clearance from the Naturalization and Immigration Service.~~

~~The principal or a committee designated by the principal will decide the eligibility of the foreign exchange students to enter Maryville City Schools. The following will be taken into consideration: (1) the applicant's scholastic preparation, especially in English; (2) the adequacy of the applicant's financial support for the proposed enrollment period; (3) evidence of proper sponsorship, both as to the American host family and the sponsoring foreign exchange organization; (4) the availability of courses in relation to the applicant's abilities and needs; (5) duration of the stay for a student.~~

~~The following statements are made for clarification: (1) Because of the variety of circumstances, no exact deadline for the application is to be put into effect, but early application is encouraged and is more likely to be approved; (2) Approved foreign exchange students will pay the BEP per pupil funding from the State of Tennessee; (3) When a prospective host family is considering hosting a foreign exchange student, this should then be discussed with the school officials as soon as possible; (4) The prospective host family must be a resident of the city of Maryville.~~

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~~**10.2.1.12 School Assignment/Choice of School** — Students living in the City of Maryville will be assigned to attend the school in the zone in which they reside. A parent or guardian will be permitted to request to transfer a student to another school if the following conditions are satisfied:~~

- ~~• The class in which the student is seeking to enroll will not place a school at risk for meeting state class size requirements.
An exception to this condition may be made by the Director of Schools if the transfer will result in more equitable class sizes system wide;~~
- ~~• The parent or guardian can provide arrangements for transportation for the student that will ensure arrival during the thirty minutes before school starts and departure during the fifteen minutes after school is dismissed;~~
- ~~• The transfer will not conflict with Board approved target population goals for special needs students;~~

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10.4

The principal or designee of each school shall be responsible for implementation and administration of behavior and discipline in the school. The principal or designee shall apply policies uniformly and fairly to each student at the school without partiality and discrimination. General policies and procedures will be included in the handbooks and distributed to all students.

Any professional employee shall have the authority to use reasonable measures to control any student's conduct while under the supervision of the school district. This authority to control student conduct shall extend to all activities of the school, including all games and public performances of athletic teams and other school groups, trips, excursions, and all other activities under school sponsorship and direction.

The principal or designee shall be responsible for reporting all suspensions to the Director of Schools and for reporting violations of the law to the Maryville Police Department.

10.4.1 Procedural Due Process/Disciplinary Hearing Authority

10.4.1.1 All students shall be treated with fairness.

Before school authorities administer disciplinary measures, inquiry shall be made to determine the truth of what happened. The nature of this inquiry will vary with the seriousness of the consequence.

The principal shall provide the student with the following due process:

- Advise student of the charges;
- If student denies charges, submit evidence supporting the charges;
- Allow the student an opportunity to present his/her side of the story.

10.4.1.2 Disciplinary Hearing Authority - A Disciplinary Hearing Authority (DHA) will conduct hearings for students who have been suspended/expelled/remanded for more than ten (10) school days. The Board shall appoint members to the DHA which shall consist of five (5) licensed employees of the Board. Board members shall not serve on the DHA.

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The director of schools shall appoint a chairman of the DHA from the members appointed by the Board. The chairman shall perform the following duties:

1. Identify the members of the DHA assigned to hear each individual case;
2. Prepare and disseminate the minutes of each meeting; and
3. Set the time, place and date for each hearing.

At the conclusion of each hearing, the chairman shall sign and maintain a copy of the minutes of the meeting.

The DHA shall notify the parent or guardian of the student, the student, and any other appropriate person of the time, place and date of the hearing within forty-eight (48) hours of receiving notification of the suspension/expulsion.

Each hearing shall be conducted by at least three (3) members of the DHA. The hearing must be held, a decision must be rendered, and notification of the decision must be provided to the parents and/or student and the principal no later than ten (10) days after the beginning of the suspension/expulsion. Notification of the decision shall include a statement of the right of either party within five (5) days after receiving the decision to request a review by the ~~director of schools~~ **Board**.

The DHA may take the following disciplinary actions:

1. Affirm the decision of the school principal;
2. Order removal of the suspension unconditionally;
3. Order removal of the suspension upon such terms and conditions as it deems reasonable;
4. Remand the student to alternative placement; or
5. Suspend/Expel/Remand the student for a specified period of time.*

*Note: Zero-tolerance offenses set forth in statute (firearms, drug possession and battery upon a school employee) require mandatory calendar year expulsion or assignment to alternative placement for a calendar year unless modified by the director of schools.

10.4.2 Interrogations and Searches

10.4.2.1 Interrogations - Students may be questioned by teachers or administrators about any matter pertaining to the operation of the school and/or the enforcement of its rules. Questioning must be conducted discreetly, privately, and with respect for student's rights.

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School officials shall cooperate with law enforcement personnel who request permission to search or question a student. School officials shall at the same time, make reasonable efforts to ensure that these students' rights are not violated, the search or questioning is done in private and that the student's parents or guardians are notified in a timely manner. The principal or designee shall be present during the interrogation.

10.4.2.2 Searches - Any principal, or designee, having reasonable suspicion for a search may search any student, place or thing on school property or in the actual or constructive possession of any student during any organized school activity off campus, including buses. All such searches shall comply with criteria established in Tennessee Code Annotated Title 49 Chapter 6.

10.4.3 Disciplinary Actions

The principal(s) will implement disciplinary action for violation of rules and inappropriate behavior. Consideration will be made for the situation and degree of infraction. Disciplinary options may include but not be limited to a talk with the student, a letter or telephone call to parents, parent conferences, referral to the school guidance counselor or outside agency, detention, isolation and suspension.

A confidential disciplinary record shall be maintained and shall contain the name of the student, the type of misconduct, the type of disciplinary action administered.

10.4.3.1 Prohibition of Corporal Punishment – Corporal punishment will not be used as a disciplinary measure in any school.

The use of reasonable physical force will not be considered corporal punishment in the following situations:

- 1. For the purpose of self-defense;***
- 2. To protect other persons from physical injury;***
- 3. To protect property of the school or others; or***
- 4. To remove a student if the student refuses to comply with requests to refrain from disruptive behavior.***

10.4.3.2 Detention - Students may be required to come to school one hour before school and to remain as long as one hour beyond the school day as a disciplinary measure. Such detention shall be supervised by the teacher who assigned this action or by the school administrator or designee. Students will be expected to notify their parents that they are remaining after school.

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10.4.3.3 Alternative School Programs - Students who are involved in serious or reoccurring disciplinary problems may be considered for the Alternative School Programs. These programs may be considered when it appears to be in the best interest of the student and the school district.

In determining best interests, the principal will consider such things as the severity of the offense, the number of prior offenses, the risk of harm to the students and to others, and the risk of disruption to the program.

Such change in the student's program shall be recommended by the principal. When the student is eligible for special education services, the principal's recommendation will be considered through the IEP-Team process in compliance with IDEA.

10.4.3.4 Student Suspensions - Any principal is authorized to suspend a student from attendance at school in accordance with TCA 49-6-3401 and with Board of Education policies. Upon the suspension of the student an immediate attempt shall be made by the principal to notify the parent or guardian. No student shall be sent home before the end of the school day unless the parent or guardian has been notified.

Suspensions of more than ten days may be appealed to the Disciplinary Hearing Authority (DHA) appointed by the Board in accordance with TCA 49-6-3401. Appeals must be filed within five days after receipt of the suspension notice. The appeal hearing shall be held no later than 10 days after the beginning of the suspension. The DHA may 1) affirm the decision of the principal, 2) order removal of the suspension unconditionally or 3) upon terms and conditions it deems reasonable, assign the student to an alternative program, or suspend the student for a specified period of time. (TCA 49-6-3401)

The parent, guardian or principal may within 5 business days make a written appeal of the decision of the Disciplinary Hearing Authority to the ~~Director of Schools~~ **Board**. ~~Within 5 business days of the ruling of the Director of Schools, the parent or guardian may make a written appeal of the decision to the Chairman of the Board of Education.~~ The Board, based upon a review of the record, may grant or deny a request for a Board hearing and may affirm or overturn the decision of the Disciplinary Hearing Authority with or without a hearing before the Board; provided the Board may not impose a more severe penalty than that imposed by the Disciplinary Hearing Authority without first providing an opportunity for a hearing before the Board. The action of the Board of Education shall be final.

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10.4.3.5 Zero-Tolerance Behavior - In order to ensure a safe and secure learning environment free of drugs, violence and dangerous weapons, any student who engages in the following behaviors will be subject to suspension for a period of not less than one (1) calendar year. The Director of Schools shall have the authority to modify this suspension requirement on a case-by-case basis. Zero-tolerance acts are as follows:

- The student possesses a ~~dangerous weapon~~ **firearm** at school, on a school bus, or at a school function under the jurisdiction of the state or local educational agency;
- The student unlawfully possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on a school bus, or a school function under the jurisdiction of the state or local educational agency;
- The student assaults or threatens to assault a teacher, ~~student, or other person~~ **administrator, any other school employee, or school resource officer**;
- ~~The student makes a bomb threat.~~
- ~~Public Chapter 375:~~ The student transmit by an electronic device a credible threat to cause bodily injury or death to another student or school employee.

Students with Disabilities - Students with disabilities will be disciplined in accordance with the Individuals with Disabilities Education Act (IDEA) and in compliance with the state law or state board policies regarding services for children with disabilities.

10.4.4 Student Conduct

The Board of Education believes that acceptable behavior is an essential ingredient of effective education programs. It expects all students to conduct themselves in such a manner as to reflect favorably upon themselves, their families, their community, and their school.

10.4.4.1 Disruption of and Interference With School Activities - A student shall not participate in the use of violence, force, noise, coercion, bullying, hazing, threat, intimidation, fear, passive resistance, or any other conduct which will cause the disruption, interference, or obstruction of any school function while on school property, or in school vehicles, or buses, or at any school-sponsored activity, function or event, whether on or off campus.

Neither shall any student urge other students to engage in such conduct that causes disruption, interference with or obstruction of any school purpose.

10.4.4.2 Bus Conduct - Students shall comply with established rules of conduct when

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being transported to and from school. A student may be denied the privilege of riding the bus if it is determined by the principal that the student's behavior is such as to cause disruption on the bus.

10.4.4.3 Tobacco - Students of any age are prohibited from using or possessing tobacco products, electronic cigarettes, or any tobacco-like substitute, in any form, while at school or while participating in any school-sponsored activity, at school or away. Disciplinary consequences for violations include detention, in-school suspension and out of school suspension. Multiple violations of the policy may result in alternative placement or expulsion from school. Violations will be reported as required by TCA 39-17-1505.

10.4.4.4 Alcohol and Drug Abuse – Any of the following activities by a student will result in a suspension from regular school for a ~~period of one (1) year~~ **minimum of 90 days** except that the Director of Schools may modify ~~this~~ **the** suspension on a case-by-case basis: 1) being under the influence of, 2) using, 3) possessing, 4) furnishing to another student, or 5) showing clear indication of recent use of alcohol, drugs, or drug paraphernalia while at any school related activity, whether on or off campus. It will be the responsibility of the principal to notify the Maryville Police Department or other authorities as applicable as soon as possible when evidence is found that there has been a violation of this policy.

If a student receives any remuneration whatsoever, whether monetary or otherwise, for furnishing alcohol, drugs, drug paraphernalia, or substances represented to be unlawful drugs to another student (of any school jurisdiction) at any school related activity whether on or off campus, or on any school property, said student will be expelled from school attendance and not be eligible for enrollment in the alternative school.

For the purpose of this policy, the following definitions shall apply: “Drug” means any controlled substance, marijuana, alcohol (any liquid containing alcohol), legend drug or any other substance whose possession or use is regulated in any manner by governmental authority, including the school system.

Without limiting the above definition, "drugs" shall specifically include the possession of any glue, paint, gasoline, aerosol, chlorofluorocarbon gas or other substance containing or having the property of releasing fumes which can cause a condition of intoxication, inebriation, elation, dizziness, excitement, stupefaction, paralysis, or the dulling of the brain or nervous system or disturbing or distorting of the audio or visual processes. Such definition shall further include, but not be limited to, over the counter

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or prescription medications such as cough syrup where such medications are ingested in excess of the recommended dosage absent the orders of a physician.

"Drug paraphernalia" means all equipment products and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body, a drug as defined in this policy. An electronic pager or cell phone in possession of a student shall be included in this definition if used or intended for use as defined in this policy.

Exceptions for PreK-8 Students - If a student in grades PreK-8 violates this policy, the principal shall provide the Director of Schools with a complete report and a recommendation for appropriate disciplinary action based on the law and the age and maturity of the student. The Director of Schools may approve or modify the recommendation.

10.4.4.5 Weapons and Dangerous Instruments - Students shall not possess, handle, transmit, or attempt to use any dangerous weapon when at any school related activity on or off campus. Students are further forbidden to use any other instrument or substances in a manner, which renders the item dangerous, or with the intent to do harm to another person or property.

Violators of this policy will be suspended from regular school attendance for ~~one year~~ **a minimum of 90 days**, except that the Director of Schools may modify this suspension on a case-by-case basis. It will be the responsibility of the principal to notify the Maryville Police Department as soon as possible when evidence is found that there has been a violation of this policy.

10.4.4.6 Battery on Staff - A student committing battery upon any teacher, principal, administrator, or any other employee of the school system, **or school resource officer** shall be suspended for a period of not less than one (1) calendar year, ~~and not be eligible for enrollment in the Alternative School~~, except that the Director of Schools may modify this suspension on a case-by-case basis. It will be the responsibility of the principal to notify the Maryville Police Department as soon as possible when evidence is found that there has been a violation of this policy.

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10.4.4.7 Dress Code - Students shall dress and groom in a clean, neat and modest manner so as not to distract or interfere with the operation of the school.

Each school will develop more specific guidelines. Principals, faculty members and students shall be involved in the development of each appropriate set of guidelines.

When a student, in the principal's judgment, is attired in a manner, which is likely to cause disruption or interference with the operation of the school, the principal shall administer appropriate discipline, which may include suspension.

10.4.4.8 Care of School Property - Students are expected to help maintain the school environment, preserve school property and exercise care while using school facilities.

Students who destroy, damage, or lose school property shall be responsible for the cost of replacing or repairing such materials or equipment.

10.4.5 Damage to School Property and Vandalism

In cases of willful or malicious damage to school property or theft of school property, the policy of the Maryville City Schools shall be to seek full restitution from those persons responsible for such acts. Where necessary, the Board of Education will pursue charges against anyone who damages property. Any current student of Maryville City Schools involved in such acts will be subject to disciplinary action including suspension.

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Any student entering school for the first time must present:

- 1. A birth certificate or officially acceptable evidence of date of birth at the time of registration;*
- 2. Evidence of a current medical examination. There shall be a complete medical examination of every student entering school for the first time. This applies to kindergarten, first grade, and other students for whom there is no health record; and*
- 3. Evidence of state-required immunization.*

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

10.16.1 School Admissions: Resident Students – Resident students shall be classified as those:

- with a custodial parent, legal guardian, or an adult with state temporary care-giving authority in accordance with TCA 34-6-301 residing inside the corporate limits of the City of Maryville;
- married to and residing with a resident of the City of Maryville;
- verified homeless within the corporate limits of the City of Maryville;
- in state custody placed by a state agency in a residence within the corporate limits of the City of Maryville.

All other students shall be classified as non-resident students.

10.16.2 School Admissions: Enrollment of Students - Upon enrollment at any school, the parents/legal guardians of the student must present, proof of residency within the Maryville City Schools district, current immunization records, and all school records (including special education records) from the student's prior school. The principal may delay the decision regarding the enrollment of any student for up to five school days while school personnel and the parent/legal guardian attempt to obtain appropriate information for student placement.

10.16.3 Homeless Students - Homeless students will have equal access to the same free appropriate public education as provided to other students in accordance with procedures found in Maryville City Schools Procedures and Guidelines. 10.2.1.9.1.

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10.16.4 School Admissions: Non-Resident Students - Non-resident students may attend as tuition students in Maryville City Schools subject to the following rules and regulations:

- That said attendance will not cause that class or the grade level grouping in that school to exceed the maximum allowable enrollment set by the School Board;
- That the custodial parent or legal guardian of said tuition student provides transportation to and from said school during the term of tuition attendance as tuition students are not eligible for public school transportation provided for and paid by city residents;
- That tuition is paid at the beginning of each term at a rate approved by City Council by resolution and administered under rules set by the School Board;
- Tuition students will be allowed to attend City of Maryville schools based on the following priority:
 - Priority 1: Children of teachers in Maryville City Schools
 - Priority 2: Children of non-residents who own property in the City of Maryville
 - Priority 3: Children of non-residents employed by the City of Maryville or Maryville City Schools
 - Priority 4: Children of non-residents who have siblings already in Maryville City Schools
 - Priority 5: Children of non-residents.

10.16.5 School Admissions: Foreign Exchange Students - Maryville City Schools shall enroll only those foreign students who either have proper clearance or who can receive proper clearance from the Naturalization and Immigration Service.

The principal or a committee designated by the principal will decide the eligibility of the foreign exchange students to enter Maryville City Schools. The following will be taken into consideration: (1) the applicant's scholastic preparation, especially in English; (2) the adequacy of the applicant's financial support for the proposed enrollment period; (3) evidence of proper sponsorship, both as to the American host family and the sponsoring foreign exchange organization; (4) the availability of courses in relation to the applicant's abilities and needs; (5) duration of the stay for a student.

The following statements are made for clarification: (1) Because of the variety of circumstances, no exact deadline for the application is to be put into effect, but early

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application is encouraged and is more likely to be approved; (2) Approved foreign exchange students will pay the BEP per pupil funding from the State of Tennessee; (3) When a prospective host family is considering hosting a foreign exchange student, this should then be discussed with the school officials as soon as possible; (4) The prospective host family must be a resident of the city of Maryville.

10.16.6 School Assignment/Choice of School - Students living in the City of Maryville will be assigned to attend the school in the zone in which they reside. A parent or guardian will be permitted to request to transfer a student to another school if the following conditions are satisfied:

- The class in which the student is seeking to enroll will not place a school at risk for meeting state class size requirements.
An exception to this condition may be made by the Director of Schools if the transfer will result in more equitable class sizes system-wide;
- The parent or guardian can provide arrangements for transportation for the student that will ensure arrival during the thirty minutes before school starts and departure during the fifteen minutes after school is dismissed;
- The transfer will not conflict with Board approved target population goals for special needs students;
- Assignment of out of zone students will be made after resident enrollment is completed at the beginning of the school year.

Agreement Between
The Maryville City Public School System
And
The Maryville Police Department
For The School Resource (SRO) Program

This Agreement is made and entered into this 17th day of May, 2018, by and between the Maryville Public School System (hereafter referred to as the Board of Education) and the Maryville Police Department (hereafter referred to as Police Department).

WITNESSETH:

Whereas, the Board of Education and the Police Department desire to provide law enforcement and related services to the public schools of Maryville City which will endeavor to help maintain a safer school environment; and

WHEREAS, the School Resource Officer program has met with exceptional success in Maryville and other areas of Tennessee and the United States; and

WHEREAS, the Board of Education and the Police Department recognize the benefits of the School Resource program, in particular to students and staff of the public school system of Maryville, Tennessee; and

WHEREAS, it is in the best interest of the Board of Education, the Police Department, and the citizens and students of Maryville City Schools to continue this program.

NOW, THEREFORE, in consideration of mutual promises and covenants herein contained, the Board of Education and the Police Department hereby agree as follows:

ARTICLE I

The SRO program will continue throughout the school years 2018/2019 and 2019/2020. The Police Department will pay wages/fringe benefits for one (1) SRO and the Board of Education will pay the wages/fringe benefits for three (3) SROs at the City of Maryville Skill level 11, step grade number four (4) for school years 2018/2019 and 2019/2020.

ARTICLE II

Rights and duties of the Police Department

1. The SROs will remain under the control of the Police Department's chain of command for the delivery of all law enforcement services and activities.

2. The Police Department will assign four (4) Police Officers to provide services within the Maryville City Schools; one (1) will be assigned to Maryville High School, a SRO will be assigned to the JR High School and will share responsibilities of Sam Houston Elementary with the High School SRO. A SRO will be assigned duties at both Foothills Elementary/Montgomery Ridge Intermediate and a SRO will be assigned duties at John Sevier Elementary/Maryville Academy and Coulter's Grove Intermediate schools.
3. The Police Department is responsible for ensuring the understanding and compliance of this agreement among the SROs and their supervisors.
4. The Police Department will provide the SROs with all uniforms, personal law enforcement equipment and a police vehicle to perform their duties. Said vehicle shall have emergency lights, siren, police radio, and other essential law enforcement equipment. The Police Department shall provide insurance, maintenance, fuel and repairs for said vehicle.
5. The Police Department agrees that those officers who serve as SROs under the terms of this agreement shall not lose promotional opportunities, training opportunities, or other opportunities as part of their regular employment with the City of Maryville Police Department as a direct result of their participation as an SRO under this agreement.
6. The City of Maryville maintains a liability insurance protection program to protect Police Department employees for acts or omissions directly related to their law enforcement functions. Upon receipt of notice of and actual or pending legal suit or claim, the SRO will as rapidly as possible, notify the Chief of Police of this information. The Chief of Police is responsible for notifying the Director of Maryville City Schools of said information,

Duties and Responsibilities of School Resource Officers (SRO)

1. Each SRO will be assigned to a school(s) on a full-time basis for the school year. In an emergency the SRO may also be assigned additional responsibilities as determined by the Police Department.
2. The SRO will remain under the control and direction of the Police Department during their tour of duty. The SRO shall obey all written and verbal orders as are issued through their chain of command within the Police Department. The SRO will accomplish all communications and coordination of activities with the Police Department through their assigned chain of command.
3. Each SRO is on post as an adjunct member of the school staff. The school principal or designee will be the immediate supervisor of the SRO for those activities which are not law enforcement duties. The principal or designee is responsible for assigning days/hours of duty for the SRO. The principal or designee may request the SRO to assist in additional duties that do not violate the terms of this agreement.

4. SRO Instructional Responsibility:

- (a) The SRO shall act as an instructor for specialized, short-term programs, when invited to do so by the principal or a faculty member*
- (b) The SRO may teach as a guest speaker. The principal, designee or faculty member shall make the request of the SRO. The SRO shall not be asked to teach on a full-time basis nor asked to act as a substitute teacher.
- (c) The instruction may include, but not limited to:
 - 1. Police and their role in society
 - 2. Laws
 - 3. Juvenile and adult criminal justice systems
 - 4. Career opportunities in law enforcement
 - 5. Drug prevention/education
 - 6. Any other law-related class that may be needed, upon request

5. Additional Responsibilities of the SRO:

- (a) The SRO shall coordinate all of his non-law enforcement activities with the principal or designee and staff members and will seek permission, advice and guidance prior to enacting any program within the school.
- (b) The SRO will develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the Tennessee Criminal Code, the role of police and community.
- (c) The SRO shall encourage individual and group discussions with students, based upon material presented in class to further establish rapport with the students.
- (d) When requested, the SRO shall attend parent/faculty meetings to solicit support and understanding of the SRO program, as well as assist parents and faculty members in law enforcement related problems involving students.
- (e) The SRO shall be available for conferences with students, parents and faculty/staff members in order to assist them with law enforcement or crime-related nature. The SRO will provide wellness and safety education to students, parents, volunteers, faculty, and staff.

- (f) The SRO shall become familiar with all community agencies which offer assistance to children, youths, and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to students, faculty and staff of the school and/or community. The SRO shall maintain confidentiality in these issues with students and their families.
- (g) The SRO shall assist the principal or designee in developing emergency plans and strategies to prevent and/or minimize criminal violations and other dangerous situations, such as hostage situations, armed person(s), on campus, student disturbances, and natural/manmade disasters. The SRO will conduct safety assessments of campus, monitoring and offering solutions to traffic hazards, pedestrian procedures, custody conflicts, and other safety concerns.
- (h) The SRO shall receive complaints of crimes and conduct the preliminary investigation of all crimes committed on school property. As soon as practical, the SRO shall make the principal or designee of the school aware of the complaint. Should the SRO become aware that a staff member may be involved in a crime that occurred on school property and that probable cause exists that an arrest is imminent, the Director of Schools will be notified by the Chief of Police prior to an arrest being made. Should the SRO become aware of any criminal act committed off school property, the SRO shall forward that complaint to the on-duty shift supervisor or zone officer.
- (i) The SRO may share such information as is contained in any offense report or arrest report with the principal or designee. Information documented by follow-up reports and other information obtained during the course of a criminal investigation are not subject to disclosure unless said information is a safety concern to the school.
- (j) The SRO may assist the principal or principal designee if requested in investigations of school rules that could potentially involve a criminal violation. The SRO may assist in principal initiated searches for suspicion of weapons. For other searches, the SRO may serve as a witness to the search. The SRO may assist in home visits for truancy, students in crisis, and residency issues.
- (k) Should it become necessary to conduct formal interviews with a suspect or witness located on school property, the SRO shall adhere to Police Department and legal requirements with regard to all such interviews.
- (l) The SRO may initiate a search on school property by means of a search warrant. Absent the possession of a search warrant, the SRO may exercise the warrant exceptions as have been established by case law. Police Department training provides the foundation of knowledge for the issues. The SRO may assist in principal initiated searches for suspicion of weapons. For other searches, the SRO may serve as a witness to the search
- (m) At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted persons who may appear on school property to the extent the SRO may do so under the color of law,

- (n) Each SRO shall give assistance to other law enforcement officers in matters regarding the SRO's school assignment.
- (o) SROs shall, whenever possible, participate in or attend school functions.
- (p) SROs will submit all Police Department reports relative to any law enforcement activity they have accomplished through their chain of command at the Police Department. These documents include and are not limited to, Incident Reports, Arrest Reports, Citations, Field Interview Cards and other documents as required by the Police Department.
- (q) SROs shall maintain a detailed and accurate records of operation of the School Resource Officer program. These records shall include and are not limited to daily activity reports, monthly activity summaries, and any other requested documents. SROs will submit reports of an instructional nature as requested by the principal, school staff, or their Police Department supervisor.
- (r) SROs are to function as a law enforcement officers relative to violations of the law and ordinances which occur on school property. SROs will not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes that an incident is a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate. SROs will not be used for regularly assigned lunchroom duties, bus duty, hall monitors, or other monitoring duties, routine crossing guards or for continuing vehicle and/or pedestrian traffic control. However, if there is a temporary problem, SROs may assist the school until the problem is solved.

ARTICLE III

Rights and Duties of the Board of Education

- A.** The board of Education shall provide to each full-time SRO at each school the following materials and facilities which are necessary for the performance of the SRO's duties:
 1. The Board of Education shall provide to the full-time SROs assigned to MHS and MJHS a private office, desk, chair, and office supplies.
 2. The Board of Education shall provide to the full-time SROs assigned to MRIS and CGIS a work area to facilitate appropriate storage, daily tasks and communication. A private area for conferencing and meetings will also be available for use on an as needed basis.
 3. The Board of Education will make every effort to provide a location for files and records, which can be properly locked and secured.
 4. All SROs will be provided access to a computer with internet and the City of Maryville network.

- B. The Board of Education is responsible for ensuring the understanding and compliance of this agreement among the administrators and school principals.

ARTICLE IV

Employment Status of School Resource Officers

School Resource Officers shall remain employees of the Maryville Police Department, and shall not be employees of the Maryville City Schools Board of Education. The Board of Education and the Police Department acknowledge the School Resource Officers shall remain responsive to the Maryville Police Department's chain of command.

ARTICLE V

Reassignment and Replacement of School Resource Officers

- A. The Chief of Police will make all assignments of SROs.
- B. Prior to the assignment of a new SRO to a school, The Chief of Police will provide an opportunity for input from the principal.
- C. In the event the principal of the school to which an SRO is assigned is of the opinion that a particular SRO is not effectively performing his/her duties and responsibilities or is not a good fit for the school culture, the principal shall notify the SRO commander and he shall try to resolve the problem. If the SRO commander cannot get the problem resolved the principal shall then recommend to the Director of Schools that the SRO assignment be reviewed in the program at that school and shall state the reason for such recommendation in writing. Within seven (7) working days of receiving the recommendation in writing from the principal, the Director of Schools, (or his/her designees) shall meet with the SRO Supervisor to mediate or resolve any problems, which may exist. At such meeting, specified members of the staff at the school where the SRO is assigned may be required to be present. If, within the seven (7) working days mentioned above, the problem cannot be mediated or resolved or in the event that the Director of Schools and the Chief of Police do not seek mediation, then the SRO shall be removed from the program at the school and a replacement shall be obtained pursuant to Article V.

ARTICLE VI

Good Faith

The Board of Education, Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Teamwork between all parties is paramount. Any unforeseen difficulties or questions will be resolved by negotiation between the Director of Schools and the Chief of Police.

ARTICLE VII

Review, Modification, and Termination of Agreement

A. This Agreement may be reviewed and modified at any time that is agreeable to both the Director of Schools and the Chief of Police. A modification or waiver of any of the provisions of this agreement may be executed at any time during the term of this agreement and shall be effective only if made in writing and executed with the same formality as this agreement.

B. This Agreement may be terminated by either the Director of Schools or the Chief of Police, although if the Board of Education chooses to terminate this program, the Board of Education agrees to pay the Police Department the wages/fringe benefits for three officers until June 30th, 2020. It is further agreed, that the wages and benefits will be calculated using the City of Maryville's Skill level chart and these three (3) officers will be Skill level 11 pay grade four (4).

Merger:

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, we have affixed our signatures to this agreement in Maryville, Tennessee, this _____ day of _____, 2018.

Maryville Chief of Police

City Manager, City of Maryville

Director of Maryville City Schools

Chairman, Maryville Board of Education