

Maryville City Schools
833 Lawrence Avenue
Maryville, TN 37803

BOARD OF EDUCATION
REGULAR MEETING

5:30 PM, July 13, 2020
Maryville High School

- I. CALL TO ORDER** **Chairman Black**
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 June 8, 2020, meeting (Attachment)
 2. Ratify Executive Committee approval of updating Maryville High School Guidance offices. Funding Source – School Funds - \$21,423.02.(Attachment A1)
 3. Ratify Executive Committee approval of purchasing HVAC from REA Parts. Funding Source – Maintenance & Repair/Building - \$11,949.46 (Attachment A2)
 4. Ratify Executive Committee approval for My Math Lab software renewal. Funding Source – Instructional Supplies & Materials - \$50,988.00 (Attachment A3)
 5. Approve application and subsequent amendments to the ESSER Fund application.
 6. Approve purchase of cameras for Maryville Junior High School from Central Technologies, Inc. –Funding Source – MJHS School Funds - \$14,754.10. (Attachment A4)
- V. AGENDA ITEMS**
1. Consider revised 2020-21 salary scales for Certified, Classified, Cafeteria, and Supplements. (Attachment B1)
 2. Consider increasing amount allocated for strategic compensation from \$118,800 to \$148,800.
 3. Consider Board Policy Manual section 4.205, 6.304, 6.3041 and 6.319 (Attachment B2)
 4. Consider the ABM EnhancedClean Program for the 2020-21 school year. Funding Source – ESSER Funds - \$127,748.92 (Attachment B3)
- VI. REPORTS FROM DIRECTOR OF SCHOOLS**
- VII. RECOGNITION OF STAFF AND STUDENTS**
- VIII. COMMENTS FROM BOARD MEMBERS**
- IX. ADJOURN**

Upcoming meeting dates:

August 10, 2020 – 5:30 pm, Maryville Junior High School

September 14, 2020– 5:30 pm, Montgomery Ridge Intermediate School



MARYVILLE CITY SCHOOLS

Mike Winstead
Director of Schools

833 Lawrence Avenue
Maryville, Tennessee 37803

June 12, 2020
Maryville City School Board
Executive Committee Meeting

Approve updating the Maryville High School Guidance offices. Funding Source: Schools funds - \$21,423.02.

APPROVED:

Director of Schools *Mike Winstead* Date 06/12/2020

Chairman, Board of Education *Al B* Date 06/12/2020

Maryville Board of Education

Nick Black

Candy Morgan

Chad Hampton

Bethany Pope

Julie Elder

cfa | contract furniture alliance

Customer Sign Off/Acceptance Form

10445 Cogdill Drive
Knoxville, TN 37932

Project Number

24540

Date(s) of Service

Customer	Maryville High School	Contact	Heather Hilton
Project Name	Guidance Center- OFS Edge Move	Phone	407-921-4861 Alt#:
Address(1)	825 Lawrence Ave	Email	
Address(2)		Alt. Contact	Missy Johnson
City, State, Zip	Maryville TN 37803	Alt. Phone	865-548-5849 Alt#:
CFA Act Mgr:	Missy Johnson	CFA Designer:	Josie Hunter

Scope of Services

Move OFS Edge Unit from Kingdom Design Ministries to Maryville High School Guidance Center

See accompanying drawings.

kdm address: 412 Howard Jones Rd ; Maryville TN 37804

Edge unit is approx. 5'w x 3'd x 7'h

Contract Furniture Alliance, Inc. has performed the above services as requested. If any items are missing or damaged, they are noted below or listed on the punch list form.

CFA Representative		Customer Representative	
Printed Name:	Jim Tiesburg	Printed Name:	
Signature	<i>Jim Tiesburg</i>	Title:	
Date	6-3-20	Signature	

Exceptions to Delivery / Installation

Contract Furniture Alliance, Inc. has completed all exceptions noted above or on attached punch form to your complete satisfaction

Date:

CFA Representative	Customer Representative
Printed Name:	Heather Hilton
Signature	<i>Heather Hilton</i>



MARYVILLE CITY SCHOOLS

Mike Winstead
Director of Schools

833 Lawrence Avenue
Maryville, Tennessee 37803

June 19, 2020

**Maryville City School Board
Executive Committee Meeting**

Approve – Purchase HVAC equipment from REA Parts, Inc. – Funding Source:
Maintenance & Repair/Building - \$11,949.46.

APPROVED:

Director of Schools _____ Date 06/19/2020

Chairman, Board of Education *Li BA* Date 06/19/2020

Maryville Board of Education

Nick Black

Candy Morgan

Chad Hampton

Bethany Pope

Julie Elder

REA Parts, LLC

620 Reliability Circle
KNOXVILLE, TN 37932-3350
USA

QUOTATION

Quote Number: 061220-NW-J

Quote Date: Jun 15, 2020

Page: 1

Voice: 865-675-4822

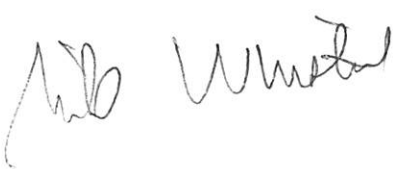
Fax: 865-675-4843

Quoted To:

MARYVILLE CITY SCHOOLS
833 LAWRENCE AVE
MARYVILLE, TN 37803

Drop Shipment

Customer ID	Good Thru	Payment Terms	Sales Rep
MA06	7/15/20	Net 30 Days	Nelson Westover

Quantity	Item	Description	Unit Price	Amount
		THIS PRICE DOES NOT INCLUDE FREIGHT.		
1.00	AAON-R1747B-NS	MTR.75/1/460/1075 OPEN END BX	351.01	351.01
1.00	AAON-P86780-NS	PROP FAN	102.39	102.39
1.00	AAON-P5130B-NS	CAPACITOR 15 MFD	8.37	8.37
1.00	AAON-R12510-NS	COMPRESSOR (ZR16M3E-TWD)	4,069.73	4,069.73
1.00	AAON-R3224B-NS	COMPRESSOR ZR125KC-TFD-250	2,527.08	2,527.08
2.00	AAON-R1747B-NS	MTR.75/1/460/1075 OPEN END BX	351.01	702.02
1.00	AAON-P86780-NS	PROP FAN	102.39	102.39
2.00	AAON-P5130B-NS	CAPACITOR 15 MFD	8.37	16.74
1.00	AAON-R12510-NS	COMPRESSOR (ZR16M3E-TWD)	4,069.73	4,069.73
			Subtotal	11,949.46
			Sales Tax	
			TOTAL	11,949.46



MARYVILLE CITY SCHOOLS

Mike Winstead
Director of Schools

833 Lawrence Avenue
Maryville, Tennessee 37803

June 19, 2020
Maryville City School Board
Executive Committee Meeting

Approve – My Math Lab software renewal. Funding Source: Instructional Supplies & Materials - \$50,988.00

APPROVED:

Director of Schools _____ Date 06/19/2020

Chairman, Board of Education *Ni BA* Date 06/19/2020

Maryville Board of Education

Nick Black

Candy Morgan

Chad Hampton

Bethany Pope

Julie Elder



Amy Vagnier
 Instruction and Curriculum director
 Maryville City School District
 833 Lawrence Ave
 Maryville, TN 37803-4857
 United States

Quote Number: 117823-1

Quote Creation Date: 06-18-2020

Quote Expiration Date: 09-30-2020

Quote Release: 1

MyMath Lab Price Quote Summary

Solution	Base Amount	Total
MyMathLab	\$ 50,988.00	\$ 50,988.00
Solution Subtotal	\$ 50,988.00	\$ 50,988.00
	Shipping & Handling	\$ 0.00
	Total	\$ 50,988.00

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
MyMathLab				
MyMathLab for School				
9780132962391	MATHEMATIC MYMATHLAB STUDENT ACCESS KIT SA	\$127.47	400	\$50,988.00
MyMathLab for School Subtotal				\$ 50,988.00
MyMathLab Subtotal				\$ 50,988.00
Solution Subtotal				\$ 50,988.00
	Shipping and Handling			\$ 0.00
	Total			\$ 50,988.00

***** QUOTE *****

Quoted To:

**Maryville City Schools
833 Lawrence Avenue
Maryville, TN 37803**

Phone: 865-982-7121

Cust PO:

Reference: JR High Cams

Terms: Due On Receipt

Ship Via: Best Way

Salesperson: JMA

Valid Through: 9/28/2020

Stock Code	Description	Quantity	Price	Extended
SECAVI2.0C-H5A-DC1	Avigilon 2.0 MP (1080p) WDR, LightCatcher, Day/Night, In-Ceiling Dome, 3.3-9mm f/1.3 P-iris lens, Next-Generation Analytics 2.0C-H5A-DC1	5.00	552.50	2,762.50
SECAVI8.0C-H5A-DO1-IR	Avigilon 8.0 MP (4K) WDR, LightCatcher, Day/Night, Outdoor Dome, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics	2.00	975.00	1,950.00
SECAVI2.0C-H5M-DO1-IR	Avigilon 2.0 MP WDR, LightCatcher, Day/Night, Outdoor Dome, 2.8mm f/1.2, IR 2.0C-H5M-DO1-IR	3.00	260.00	780.00
SECAVI4.0C-H5A-BO1-IR	Avigilon 4.0 MP WDR, LightCatcher, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics 4.0C-H5A-BO1-IR	2.00	742.30	1,484.60
SECAVIH4-BO-JBOX1	Avigilon Junction box for the H4A HD Bullet, H4SL HD Bullet, or H4 Thermal cameras	2.00	58.50	117.00
SECAVI12.0-H4F-DO1-IR	12.0 MP, Fisheye Camera, Day/Night, 1.45mm f/2.2, Integrated IR	2.00	702.00	1,404.00
SECAVIH4F-MT-NPTA1	NPT adapter for use with H4F cameras	1.00	39.00	39.00
LABORINDCAMERADATA	Indoor Camera Installation with Data Drop	9.00	250.00	2,250.00
LABORGYMCAMERADATA	Indoor Gym/Auditorium Camera Installation with Data Drop	2.00	300.00	600.00
LABOROUTCAMERADATA	Outdoor Camera Installation with Data Drop	2.00	455.00	910.00
SECAVI8C-ACC6-ENT	ACC 6 Enterprise License for up to 8 Camera Channels 8C-ACC6-ENT	1.00	1,488.50	1,488.50
SECAVI4C-ACC6-ENT	ACC 6 Enterprise license for up to 4 camera channels 4C-ACC6-ENT	1.00	750.75	750.75
SECAVI1C-ACC6-ENT	ACC 6 Enterprise license for up to 1 camera channels 1C-ACC6-ENT	1.00	217.75	217.75

IMPORTANT NOTES:

Gym--quantity two 8MP DO1-IR cameras

High Rise Stairwell--quantity one 2MP mini dome, may need conduit for this run

Stairwell to high rise office--quantity two 2MP mini dome

Bus Entry--quantity one 2MP DC1

Woodshop--quantity one 12MP Fisheye, may need beam clamp for install

Cafeteria--quantity three 2MP DC1 dome cameras

Rm 102 ISS- Quantity one 2MP DC1 dome

Car Rider Lane--quantity two 4MP bullet cams

Library--quantity one 12 MP fisheye



Central Technologies, Inc.
P.O. BOX 23346
Knoxville, TN 37933
Phone: (865) 566-0230 | Fax: (865) 312-8190

A4-2

6/30/2020
Quote #: 41022
Page: 2

***** QUOTE *****

Quoted To:

**Maryville City Schools
833 Lawrence Avenue
Maryville, TN 37803**

Phone: 865-982-7121

Cust PO:

Reference: JR High Cams

Terms: Due On Receipt

Ship Via: Best Way

Salesperson: JMA

Valid Through: 9/28/2020

Stock Code	Description	Quantity	Price	Extended
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SubTotal: 14,754.10

Tax: 0.00

Shipping: 0.00

Total: 14,754.10

TN Alarm Systems Contractor License Number- 2138 TN Contractor License Number - 67550

ALL PRODUCTS CARRY A MFR. DIRECT WARRANTY - RETURN OF NON-DEFECTIVE, UNOPENED ITEMS ACCEPTED 10 DAYS FROM SHIP DATE
AND WILL REQUIRE PRODUCT MFR. APPROVAL PRIOR TO RETURN - A 15% RESTOCK FEE WILL APPLY - DAMAGED OR MISSING ITEMS
MUST BE REPORTED WITHIN 48 HOURS - A FINANCE CHARGE OF 1.5% PER MONTH WILL BE APPLIED TO OVERDUE BALANCES - SPECIAL

Maryville City Schools Certified Employee Salary Schedule- New Scale 2020-21																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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2020-21 Classified Salary Schedule		0.0% across the board											
	Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12
Adventure Club Workers (High School Diploma)	2	8.78	9.10	9.42	9.73	10.07	10.38	10.70	11.02	11.35	11.66	11.99	12.30
Temporary Employee	3	9.10	9.42	9.73	10.07	10.38	10.70	11.02	11.35	11.66	11.99	12.30	12.63
Adventure Club w/CDA or College Degree	4	9.42	9.73	10.07	10.38	10.70	11.02	11.35	11.66	11.99	12.30	12.63	12.94
Bus Attendants	9	11.02	11.35	11.66	11.99	12.30	12.63	12.94	13.27	13.58	13.90	14.24	14.55
Custodians	10	11.35	11.66	11.99	12.30	12.63	12.94	13.27	13.58	13.90	14.24	14.55	14.87
Teacher/Office Assistant w/ High School Diploma, Special Ed Bus Driver	12	11.99	12.30	12.63	12.94	13.27	13.58	13.90	14.24	14.55	14.87	15.19	15.52
Teacher/Office Assistant w/ 48 college hours, Nonteaching paraprofessional	13	12.30	12.63	12.94	13.27	13.58	13.90	14.24	14.55	14.87	15.19	15.52	15.83
Central Office Printer	14	12.63	12.94	13.27	13.58	13.90	14.24	14.55	14.87	15.19	15.52	15.83	16.16
Teacher/Office Assistant w/Bachelors, MHS Attend Secretary, MJHS/MRIS/CGIS Secretary, Technology Ass't, Adv Club Ass't Director	15	12.94	13.27	13.58	13.90	14.24	14.55	14.87	15.19	15.52	15.83	16.16	16.47
MHS Secretary, Mower	16	13.27	13.58	13.90	14.24	14.55	14.87	15.19	15.52	15.83	16.16	16.47	16.80
Teaching Paraprofessional	17	13.58	13.90	14.24	14.55	14.87	15.19	15.52	15.83	16.16	16.47	16.80	17.12
Maintenance Worker, MHS Guidance Secretary	18	13.90	14.24	14.55	14.87	15.19	15.52	15.83	16.16	16.47	16.80	17.12	17.44
Computer Technician MHS	19	14.24	14.55	14.87	15.19	15.52	15.83	16.16	16.47	16.80	17.12	17.44	17.75
Elementary Bookkeepers, HR/PR Assistant	20	14.55	14.87	15.19	15.52	15.83	16.16	16.47	16.80	17.12	17.44	17.75	18.09
MRIS and CGIS Bookkeeper	21	14.87	15.19	15.52	15.83	16.16	16.47	16.80	17.12	17.44	17.75	18.09	18.40
ESL Translator	22	15.19	15.52	15.83	16.16	16.47	16.80	17.12	17.44	17.75	18.09	18.40	18.72
MJHS Bookkeeper	23	15.52	15.83	16.16	16.47	16.80	17.12	17.44	17.75	18.09	18.40	18.72	19.05
Computer Technician I	28	17.12	17.44	17.75	18.09	18.40	18.72	19.05	19.36	19.69	20.01	20.33	20.64
Administrative Assistant I, Custodial Foreman, Maintenance I, MHS Bookkeeper, HR Specialist	32	18.40	18.72	19.05	19.36	19.69	20.01	20.33	20.64	20.97	21.29	21.61	21.92
Computer Technician II	37	20.01	20.33	20.64	20.97	21.29	21.61	21.92	22.26	22.57	22.89	23.21	23.54
PTA/OTA	39	20.64	20.97	21.29	21.61	21.92	22.26	22.57	22.89	23.21	23.54	23.85	24.18
Administrative Assistant II, Accounting Specialist, Payroll Specialist	40	20.97	21.29	21.61	21.92	22.26	22.57	22.89	23.21	23.54	23.85	24.18	24.50
Maintenance II, Adv Club Director	42	21.61	21.92	22.26	22.57	22.89	23.21	23.54	23.85	24.18	24.50	24.81	25.15
School-Based Nurses (LPN)	43	21.92	22.26	22.57	22.89	23.21	23.54	23.85	24.18	24.50	24.81	25.15	25.46
Maintenance Team Leader	44	22.26	22.57	22.89	23.21	23.54	23.85	24.18	24.50	24.81	25.15	25.46	25.78
Maintenance Team Leader with Contractor Lic	46	22.89	23.21	23.54	23.85	24.18	24.50	24.81	25.15	25.46	25.78	26.10	26.43
Network Administrator	58	26.74	27.07	27.38	27.71	28.03	28.35	28.66	28.98	29.31	29.63	29.95	30.27
School-Based Nurses (RN)	59	27.07	27.38	27.71	28.03	28.35	28.66	28.98	29.31	29.63	29.95	30.27	30.60

[illegible]

2020-2021 Salary Schedule for			
Coaching & Other Special Assignments			
Base Salary = \$43,160			
MARYVILLE HIGH SCHOOL			
		Range	
Coaching Assignments			
	Asst. AD	6-10%	
	Asst. AD	6-10%	
	Football-Head	21-32%	
	Assistant-Coordinator	13-22%	
	Assistant-Coordinator	13-22%	
	Assistant-Coordinator	13-22%	
	Assistant-Coordinator	13-22%	
	Assistant	11-19%	
	Assistant	11-19%	
	Assistant	11-19%	
	Assistant	11-19%	
	Assistant	11-19%	
	Basketball-Boys-Head	18-28%	
	Assistant	10-17%	
	Assistant	10-17%	
	Assistant	10-17%	
	Basketball-Girls-Head	18-28%	
	Assistant	10-17%	
	Assistant	10-17%	
	Assistant	5-8.5%	
	Assistant	5-8.5%	
	Baseball-Head	10-18%	
	Assistant	6-11%	
	Assistant	3-6%	
	Assistant	3-6%	
	Softball-Head	10-18%	
	Assistant	6-11%	
	Assistant	6-11%	
	Cross Country	6-12%	
	Assistant	3-8%	
	Golf-Boys/Girls	6-12%	
	Soccer-Head Boys (spring)	10-18%	
	Assistant	5-10%	
	Assistant	3-5%	
	Soccer-Head Girls (fall)	10-18%	
	Assistant	5-10%	
	Assistant	3-5%	
	Strength-Head	13-22%	

	Swimming-Head	6-12%	
	Tennis-Head Boys/Girls	6-12%	
	Assistant	3-8%	
	Track-Head Boys/Girls	10-18%	
	Assistant	5-10%	
	Assistant	5-10%	
	Assistant	3-5%	
	Assistant	3-5%	
	Assistant	3-5%	
	Volleyball-Head	8-16%	
	Assistant	4-9%	
	Wrestling-Head	8-16%	
	Assistant	5-10%	
	Assistant	3-5%	
	Assistant	2.5-5%	
	Assistant	2.5-5%	
	Other Assignments		
	Band-Head	15-23%	
	Assistant	6-11%	
	Cheerleading	7-12%	
	Cheerleading	7-12%	
	Annual	5%	
	Choral	7-12%	
	Drama	4%	
	Forensics	4%	
	Orchestra	7-12%	
	Robotics	6%	
	TV	8%	
	The step increase will be one percent per year until maximum is reached.		
	Coaches will be paid 5% of their supplement per week for participation in the postseason beyond the district level..		
	MHS coaches will be paid a one-time bonus of 20% of their supplement for winning a TSSAA team state championship.		

MARYVILLE JUNIOR HIGH			
Coaching Assignments		Range	
	Football-Head	8-15%	
	Assistant	4-10%	
	Assistant	4-10%	
	Assistant	4-10%	
	Assistant	2-5%	
	Assistant	2-5%	
	Basketball-Boys		
	8th Grade	8-15%	
	Clerical		
	Basketball-Girls		
	8th Grade	8-15%	
	Clerical		
	Baseball - Head	4-8%	
	Assistant	3-5%	
	Assistant	3-5%	
	Assistant	1000	
	Softball - Head	4-8%	
	Assistant	3-5%	
	Cross Country - Head	4-8%	
	Assistant	3-5%	
	Golf	3-7%	
	Tennis	3-7%	
	Track-Head	5-9%	
	Assistant	3-7%	
	Assistant	3-5%	
	Assistant	3-5%	
	Volleyball-Head	4-8%	
	Assistant	3-6%	
Other Assignments			
	Annual	\$1,000	
	Band	6%	
	Cheerleading (8th grade)	5-9%	
	Cheerleading (9th grade)	5-9%	
	Chorus	\$500	
	Drama	3%	
	Orchestra	6%	
The step increase will be one percent per year until maximum is reached			
MJHS coaches will be paid 10% of their supplement for winning a team county or state championship.			

COULTER GROVE INTERMEDIATE			
Coaching Assignments			
	Basketball-Boys	Range	
	6th/7th	4-8%	
	4th/5th	2-6%	
	Basketball-Girls		
	6th/7th	4-8%	
	4th/5th	2-6%	
	Cheerleading	\$1,000.00	
Other Assignments			
	Annual	\$1,000	
	Band	3%	
	Chorus	4%	
	Drama	\$500	
	Intramurals	\$1,000	
	Intramurals	\$1,000	
	Orchestra	3%	
MONTGOMERY RIDGE INTERMEDIATE			
Coaching Assignments			
	Basketball-Boys	Range	
	6th/7th	4-8%	
	4th/5th	2-6%	
	Basketball-Girls		
	6th/7th	4-8%	
	4th/5th	2-6%	
	Cheerleading	\$1,000.00	
Other Assignments			
	Annual	\$1,000	
	Band	3%	
	Chorus	4%	
	Drama	\$500	
	Intramurals	\$1,000	
	Intramurals	\$1,000	
	Orchestra	3%	
The step increase will be one percent per year until maximum is reached.			

ELEMENTARY SCHOOLS		Supplement	
	John Sevier - Intramurals	\$500	
	Sam Houston - Intramurals	\$500	
	Foothills - Intramurals	\$500	
District-Wide			
	CTE Director	\$6,000	
	Instructional Technology Manager	\$8,250	
	Translator	\$3,000	

Maryville City Board of Education

Monitoring: Review: Biennially, in August	Descriptor Term: Enrollment in College Level Courses	Descriptor Code: 4.205	Issued Date: 08/10/20
		Rescinds: 4.205	Issued: 02/11/19

- 1 *Students who successfully complete college level courses aligned to a graduation requirement course*
- 2 *shall receive high school credit.¹*
- 3 ~~Qualified high school students who are in good standing may earn high school credit by enrolling in~~
- 4 ~~college level courses~~ *These courses may be offered* (1) through a dual enrollment program on the high-
- 5 school campus or (2) through classes at an institution of higher education. Written approval by the
- 6 principal, or designee, shall be required before enrollment.
- 7 Grades earned in such college level courses may be used to determine grade point average provided high
- 8 school credit is awarded for the course.
- 9 The Board shall not be responsible for transportation to and from the college, for payment of tuition, or
- 10 for the purchase of the college textbook and supporting materials.

Legal References

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

Maryville City Board of Education

Monitoring: Review: Biennially, in October	Descriptor Term: Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation	Descriptor Code: 6.304 Rescinds: 6.304	Issued Date: 08/10/20 Issued: 05/13/19
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The Maryville City Board of Education has determined that a safe, civil, and supportive environment in school is necessary for students to learn and achieve high academic standards. In order to maintain that environment, acts of bullying, cyber-bullying, discrimination, harassment, hazing, or any other victimization of students, based on any actual or perceived traits or characteristics, are prohibited.¹

*This policy shall be disseminated annually to all school staff, students, and parent(s)/guardian(s).*² This policy shall cover employees, employees' behaviors, students, and students' behaviors while on school property, at any school-sponsored activity, on school-provided equipment or transportation, or at any official school bus stop. If the act takes place off of school property or outside of a school-sponsored activity, this policy is in effect if the conduct is directed specifically at a student or students and has the effect of creating a hostile educational environment or otherwise creating a substantial disruption to the education environment or learning process.

*The principal/designee is responsible for educating and training respective staff and students as to the definition and recognition of discrimination/harassment.*³

DEFINITIONS⁴

Bullying - Unwanted, aggressive behavior that involves a real or perceived power imbalance. The behavior is repeated over time.

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

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

Hazing - An intentional or reckless act by a student or group of students that is directed against any other student(s) that endangers the mental or physical health or safety of the student(s) or that induces or coerces a student to endanger his/her mental or physical health or safety. Coaches and other employees of the school district shall not encourage, permit, condone, or tolerate hazing activities.⁵

“Hazing” does not include customary athletic events or similar contests or competitions and is limited to those actions taken and situations created in connection with initiation into or affiliation with any organization.

COMPLAINTS AND INVESTIGATIONS

Any individual who has knowledge of behaviors that may constitute a violation of this policy shall promptly report such information to the principal/designee.⁶

~~Alleged victims of the above referenced offenses shall report these incidents immediately to a teacher, counselor, or building administrator.³ All school employees are required to report alleged violations of this policy to the principal/designee. All other members of the school community, including students, parent(s)/guardian(s), volunteers, and visitors, are encouraged to report any act that may be a violation of this policy.~~

While reports may be made anonymously, an individual's need for confidentiality must be balanced with obligations to cooperate with police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough investigation, or to take necessary actions to resolve a complaint, and the identity of parties and witnesses may be disclosed in appropriate circumstances to individuals with a need to know.

The principal/designee at each school shall be responsible for investigating and resolving complaints. Once a complaint is received, the principal/designee shall initiate an investigation within forty-eight (48) hours of receipt of the report.⁴ If a report is not initiated within forty-eight (48) hours, the principal/designee shall provide the Director of Schools with appropriate documentation detailing the reasons why the investigation was not initiated within the required timeframe.⁷ The principal/designee shall notify the parent(s)/guardian(s) when a student is involved in an act of discrimination, harassment, intimidation, bullying, or cyber-bullying. Students involved in an act of discrimination, harassment, intimidation, bullying, or cyber-bullying shall be referred to the appropriate school counselor by the principal/designee when deemed necessary.⁸

The principal/designee is responsible for determining whether an alleged act constitutes a violation of this policy, and such act shall be held to violate this policy when it meets one of the following conditions:

- It places the student in reasonable fear or harm for the student's person or property;
- It has a substantially detrimental effect on the student's physical or mental health;
- It has the effect of substantially interfering with the student's academic performance; or
- It has the effect of substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

The principal/designee shall conduct a prompt, thorough, and complete investigation of each alleged incident. All investigations shall be completed and appropriate intervention taken within twenty (20) calendar days from the receipt of the initial report.⁷ If the investigation is not complete or intervention has not taken place within twenty (20) calendar days, the principal/designee shall provide the Director of Schools with appropriate documentation detailing the reasons why the investigation has not been completed or the appropriate intervention has not taken place.⁷

1 **RESPONSE AND PREVENTION¹⁰**

2 School administrators shall consider the nature and circumstances of the incident, the age of the violator,
3 the degree of harm, previous incidences or patterns of behavior, or any other factors, as appropriate to
4 properly respond to each situation.

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

8 An employee disciplined for violation of this policy may appeal the decision by contacting the Federal
9 Rights Coordinator. Any student disciplined for violation of this policy may appeal the decision in
10 accordance with disciplinary policies and procedures.

11 **REPORTS**

12 *When a complaint is filed alleging a violation of this policy where there is physical harm or the threat*
13 *of physical harm to a student or a student's property, the principal/designee of each middle school, junior*
14 *high school, or high school shall report the findings and any disciplinary actions taken to the Director*
15 *of Schools and the Chair of the Board.¹¹*

16 By July 1 of each year, the Director of Schools/designee shall prepare a report of all of the bullying cases
17 brought to the attention of school officials during the prior academic year. The report shall also indicate
18 how the cases were resolved and/or the reasons they are still pending. This report shall be submitted to
19 the state department of education by August 1.

20 ~~The Director of Schools shall develop forms and procedures to ensure compliance with the~~
21 ~~requirements of this policy and state law.⁶~~

22 **RETALIATION AND FALSE ACCUSATIONS**

23 Retaliation against any person who reports or assists in any investigation of an act alleged in this policy
24 is prohibited. The consequences and appropriate remedial action for a person who engages in retaliation
25 shall be determined by the administrator after consideration of the nature, severity, and circumstances of
26 the act.¹³

27 False accusations accusing another person of having committed an act prohibited under this policy are
28 prohibited. The consequences and appropriate remedial action for a person found to have falsely
29 accused another may range from positive behavioral interventions up to and including suspension and
30 expulsion.¹⁴

Legal References

1. TCA 49-6-4503(a), (b)(3)
2. TCA 49-6-4503(b)(11)
3. TCA 49-6-4503(b)(12)
4. TCA 49-5-503(b)(2), (13)
5. TCA 49-2-120
6. TCA 49-6-4503(b)(5)
7. TCA 49-6-4503(b)(6)
8. TCA 49-6-4503(b)(14)
9. 20 USCA § 1232g
10. TCA 49-6-4503(b)(4), (7)-(8)
11. TCA 49-6-4503(d)(3)
12. TCA 49-6-4503(c)(2)(B)
13. TCA 49-6-4503(b)(9)
14. TCA 49-6-4503(b)(10)
15. 20 USCA §§ 1681 to 1686

Cross References

Appeals to and Appearances Before the Board 1.404
 Section 504 and ADA Grievance Procedures 1.802
 Staff-Student Relations 5.610
 Student Goals 6.100
 Student Complaints and Grievances 6.305
 Code of Conduct 6.300
 Child Abuse and Neglect 6.409
 Student Suicide Prevention 6.415

Maryville City Board of Education			
Monitoring: Review: Biennially, in October	Descriptor Term: Title IX & Sexual Harassment	Descriptor Code: 6.3041	Issued Date: 08/10/20
		Rescinds:	Issued:

1 *General*

2 In order to maintain a safe, civil, and supportive learning environment, all forms of sexual harassment
3 and discrimination on the basis of sex are prohibited.¹ This policy shall cover employees, employees'
4 behaviors, students, and students' behaviors while on school property, at any school-sponsored activity,
5 on school-provided equipment or transportation, or at any official school bus stop in accordance with
6 federal law. This policy shall be disseminated annually to all school staff, students, and
7 parent(s)/guardian(s).² The Title IX Coordinator as well as any personnel chosen to facilitate the
8 grievance process shall not have a conflict of interest against any party of the complaint.³ These
9 individuals shall receive training as to how to promptly and equitably resolve student and employee
10 complaints.³

11 All employees shall receive training on complying with this policy and federal law.⁴

12 **TITLE IX COORDINATOR⁵**

13 The Title IX Coordinator shall respond promptly to all general reports as well as formal complaints of
14 sexual harassment. He/she shall be kept informed by school-level personnel of all investigations and
15 shall provide input on an ongoing basis as appropriate.

16 Any individual may contact the Title IX Coordinator at any time using the information below:

17 Title: Melanie Davidson, Federal Projected Coordinator

18 Mailing address: 833 Lawrence Avenue, Maryville, TN 37803

19 Phone number: 865-982-7121

20 Email: melanie.davidson@maryville-schools.org

21 **DEFINITIONS⁴**

22 “Complainant” is an individual who is alleged to be the victim of conduct that could constitute sexual
23 harassment.

24 “Respondent” is an individual who is reported to be the perpetrator of conduct that could constitute
25 sexual harassment.

1 “Sexual harassment” is conduct on the basis of sex that satisfies one or more of the following:³

- 2 1. A school district employee conditioning an aid, benefit, or service of an education program or
3 activity on an individual’s participation in unwelcome sexual conduct;
- 4
5 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and
6 objectively offensive that it effectively denies a person equal access to the education program
7 or activity; or
- 8 3. Sexual assault,⁶ dating violence,⁷ domestic violence,⁸ or stalking⁹ as defined in state and federal
9 law.

10 Behaviors that constitute sexual harassment may include, but are not limited to:

- 11 1. Sexually suggestive remarks;
- 12
13 2. Verbal harassment or abuse;
- 14
15 3. Sexually suggestive pictures;
- 16
17 4. Sexually suggestive gesturing;
- 18
19 5. Harassing or sexually suggestive or offensive messages that are written or electronic;
- 20
21 6. Subtle or direct propositions for sexual favors; and
- 22
23 7. Touching of a sexual nature.

24 Sexual harassment may be directed against a particular person or persons, or a group, whether of the
25 opposite sex or the same sex.

26 “Supportive measures” are non-disciplinary, non-punitive, individualized services and shall be offered
27 to the complainant and the respondent, as appropriate. These measures may include, but are not limited
28 to, the following:

- 29 1. Counseling;
- 30
31 2. Course modifications;
- 32
33 3. Schedule changes; and
- 34
35 4. Increased monitoring or supervision.

36 The measures offered to the complainant and the respondent shall remain confidential to the extent that
37 maintaining such confidentiality would not impair the ability of the school district to provide the
38 supportive measures.

GRIEVANCE PROCESS

Upon learning of an instance of alleged sexual harassment, even if no formal complaint is filed, the Title IX Coordinator shall:

1. Promptly contact the complainant to discuss the availability of supportive measures;
2. Consider the complainant's wishes with respect to supportive measures;
3. Inform the complainant of the availability of supportive measures; and
4. Explain the process for filing a formal complaint.¹⁰

While the school district will respect the confidentiality of the complainant and the respondent as much as possible, some information may need to be disclosed to appropriate individuals. All disclosures shall be consistent with the school district's legal obligations and the necessity to investigate allegations of harassment and take disciplinary action.

Disciplinary consequences or sanctions shall not be initiated against the respondent until the grievance process has been completed. Unless there is an immediate threat to the physical health or safety of any student arising from the allegation of sexual harassment that justifies removal, the respondent's placement shall not be changed.¹¹ If the respondent is an employee, he/she may be placed on administrative leave during the pendency of the grievance process.¹² The Title IX Coordinator shall keep the Director of Schools informed of any employee respondents so that he/she can make any necessary reports to the State Board of Education in compliance with state law.¹³

Complaints

Any individual who has knowledge of behaviors that may constitute a violation of this policy shall immediately report such information to the Title IX Coordinator, however, nothing in this policy requires a complainant to either report or file a formal complaint within a certain timeframe. If the complaint involves the Title IX Coordinator, the complaint shall be filed with the Director of Schools.

If a complaint involves allegations of child abuse, including child abuse on school grounds, appropriate notification shall be made per the board policy on reporting child abuse.

Upon receipt of a formal complaint, the Title IX Coordinator shall promptly:¹⁴

1. Provide written notice of the allegations, and the grievance process to all known parties to give the respondent time to prepare a response before an initial interview;
2. Inform the parties of the prohibition against making false statement or knowingly submitting false information;
3. Inform the parties that they may have an advisor present during any subsequent meetings; and
4. Offer supportive measures in an equitable manner to both parties.

If the Title IX Coordinator dismisses a complaint, written notice, including the reasons for dismissal, shall be provided to both parties simultaneously.¹⁵

Investigations¹⁶

The Title IX Coordinator shall serve as the investigator and be responsible for investigating complaints in an equitable manner that involves an objective evaluation of all relevant evidence. The burden for obtaining evidence sufficient to reach a determination regarding responsibility rests on the school district and not the complainant or respondent.

Once a complaint is received, the Investigator shall initiate an investigation within forty-eight (48) hours of receipt of the complaint. If an investigation is not initiated within forty-eight (48) hours, the investigator shall provide the Assistant Director of Schools with appropriate documentation detailing the reasons why the investigation was not initiated within the required timeframe.

All investigations shall be completed within twenty (20) calendar days from the receipt of the initial complaint. If the investigation is not complete within twenty (20) calendar days, the investigator shall provide the Assistant Director of Schools with appropriate documentation detailing the reasons why the investigation has not been completed.

All investigations shall:

1. Provide an equal opportunity for the parties to present witnesses and evidence;
2. Not restrict the ability of either party to discuss the allegations under investigation or gather and present relevant evidence;
3. Refrain from requiring, allowing, relying upon, or otherwise using questions or evidence that seek disclosure of information protected under a legally recognized privilege unless such privilege has been waived;¹⁷
4. Provide the parties with the same opportunities to have others present during any grievance proceeding;
5. Provide to parties whose participation is requested written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
6. Provide both parties an equal opportunity to inspect and review any evidence directly related to the allegations in the formal complaint; and
7. Result in the creation of an investigative report that fairly summarizes relevant evidence.
 - a. Prior to the completion of the investigative report, the investigator shall send to each party the evidence subject to inspection and review. All parties shall have at least ten (10) days to submit a written response which shall be taken into consideration in creating the final report.

Within the parameters of the federal Family Educational Rights and Privacy Act,¹⁸ the Title IX Coordinator shall keep the complainant and the respondent informed of the status of the investigation process. At the close of the investigation, a written final report on the investigation will be delivered to the parent(s)/guardian(s) of the complainant, parent(s)/guardian(s) of the respondent, and to the Director of Schools.

Determination of Responsibility¹⁹

The respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.²⁰ The clear and convincing evidence standard shall be used in making this determination.²¹

The Assistant Director of Schools shall act as the decision-maker. He/she shall receive the final report of the investigation and allow each party the opportunity to submit written questions that he/she wants asked of any party or witness prior to the determining responsibility.

The decision-maker shall make a determination regarding responsibility and provide the written determination to the parties simultaneously along with information about how to file an appeal.

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

After a determination of responsibility is made, the Title IX Coordinator shall work with the complainant to determine if further supportive measures are necessary. The Title IX Coordinator shall also determine whether any other actions are necessary to prevent reoccurrence of the harassment.

APPEALS²²

Either party may appeal from a determination of responsibility based on a procedural irregularity that affected the outcome, new evidence that was not reasonably available at the time of the determination that could affect the outcome, or an alleged conflict of interest on the part of the Title IX Coordinator or any personnel chosen to facilitate the grievance process. Appeals shall be submitted to the Title IX Coordinator within ten (10) days of a determination of responsibility.

Upon receipt of an appeal, the Title IX Coordinator shall:

1. Assign an impartial hearing officer within five (5) days of receipt of the appeal; and
2. Notify the parties in writing.

During the appeal process, the parties shall have a reasonable, equal opportunity to submit written statements. Within ten (10) calendar days, the hearing officer shall issue a written decision describing the result of the appeal and the rationale for the result. The written decision shall be provided simultaneously to both parties.

1 RETALIATION²³

- 2 Retaliation against any person who makes a report or complaint or assists, participates, or refuses to
 3 participate in any investigation of an act alleged in this policy is prohibited.

Legal References

1. 34 CFR § 106.1
2. 34 CFR § 106.8(b),(c)
3. 34 CFR § 106.45(b)(1)(iii); 34 CFR § 106.45(b)(10)(D)
4. 34 CFR § 106.30(a)
5. 34 CFR § 106.8(a)
6. 20 USCA 1092(f)(6)(A)(v); TCA 36-3-601(10); TCA 71-6-302
7. 34 USCA 12291(a)(10)
8. 34 USCA 12291(a)(8); TCA 40-14-109
9. 34 USCA 12291(a)(30); TCA 39-17-315; TCA 36-3-601(11)
10. 34 CFR § 106.44(a)
11. 34 CFR § 106.44(c)
12. 34 CFR § 106.44(d)
13. TRR/MS 0520-02-03-.09(2); TCA 49-5-417(c)
14. 34 CFR § 106.45(b)(2)
15. 34 CFR § 106.45(b)(3)
16. 34 CFR § 106.45(b)(5); 34 CFR § 106.45(b)(1)(v)
17. 34 CFR § 106.45(b)(1)(x)
18. 20 USCA § 1232g
19. 34 CFR § 106.45(b)(7)
20. 34 CFR § 106.45(b)(1)(iv)
21. 34 CFR § 106.45(b)(1)(vii)
22. 34 CFR § 106.45(b)(8)
23. 34 CFR § 106.71

Cross References

Section 504 and ADA Grievance Procedures 1.802
 Discrimination/Harassment of Employees (Sexual, Racial,
 Ethnic, Religious) 5.500
 Staff-Student Relations 5.610
 Code of Conduct 6.300
 Student Discrimination, Harassment, Bullying, Cyber-
 bullying, and Intimidation 6.304
 Child Abuse and Neglect 6.409

Maryville City Board of Education			
Monitoring: Review: Biennially, in October	Descriptor Term: Alternative School Programs	Descriptor Code: 6.319	Issued Date: 08/10/20
		Rescinds: 6.319	Issued: 05/13/19

1 *General¹*

2 The Maryville City Schools Board of Education shall operate an alternative school *and alternative program*
3 for students in grades 6-12 who have been suspended or expelled from regular school programs.¹ Once a
4 student has enrolled in an alternative program, attendance shall be mandatory.

5 *An alternative school is a short-term intervention program designed to provide educational services*
6 *outside the regular school program for students who have been suspended or expelled. The alternative*
7 *school is located in a separate facility from the regular school program.*

8 *An alternative program is a short-term intervention program designed to provide educational services*
9 *outside the regular school program for students who have been suspended or expelled. Alternative*
10 *programs may be located within the regular school or be a self-contained program within a school.*
11 *Alternative programs shall include, but are not limited to, the following: Saturday School, Twilight School,*
12 *and Digital Learning.*

13 Students attending an alternative school shall provide their own transportation. The Director of Schools
14 may approve an exception to the transportation policy for documented hardship. The Director of Schools
15 shall develop procedures regarding the application and review process for transportation.

16 Teachers in alternative programs shall be certified by the state and shall be selected on the basis of interest
17 and ability to work in alternative situations.

18 The alternative school *and program* shall be operated in accordance with state laws and the rules of the
19 State Board of Education² and instruction shall proceed as nearly as practicable in accordance with the
20 instructional programs at the student's home school. *The Director of Schools shall develop procedures that*
21 *provide appropriate educational opportunities for all students assigned to the alternative school or*
22 *program. These educational opportunities shall adhere to Tennessee's academic standards.²*

23 *ASSIGNMENT*

24 *Students who have been suspended for more than ten (10) days or expelled shall be assigned to the*
25 *alternative school or program if there is staff and space available.³ Availability of staff and space shall be*
26 *determined at the time the disciplinary decision is rendered.*

27 *Students who have committed zero tolerance offenses are not required to be assigned to alternative schools*
28 *or programs.⁴*

1 *Prior to the assignment of the student to the alternative school or program, the Director of*
 2 *Schools/designee shall provide written notice to the student's parent/guardian stating the reason and*
 3 *conditions for the student's placement.⁵*

4 *If a student has an active Individualized Education Plan, a 504 plan, or is suspected of having a disability,*
 5 *all state and federal laws and rules and regulations related to special education shall be followed. The*
 6 *Director of Schools/designee shall develop procedures regarding placement of students in the program,*
 7 *taking into consideration the impact of exclusionary discipline practices.⁶*

8 *REMOVAL⁷*

9 The student shall be subject to all rules of the alternative school or program and school district. Violations
 10 of such rules may result in the student's removal from the alternative setting for the duration of the original
 11 intended suspension or expulsion. Violation of rules shall not constitute grounds for extension of time
 12 spent in the alternative school or program⁸.

13 *A student may also be removed if he/she is not benefitting from the assignment and all interventions have*
 14 *been exhausted unsuccessfully.*

15 The final decision on such removal shall be made by the administrator of the alternative program and the
 16 Director of Schools.

17 ~~Students found to be eligible for special education and/or 504 services shall be placed and served in~~
 18 ~~accordance with the law and rules relating to such services.~~

19 *TRANSITION PLANS⁹*

20 The Director of Schools/designee shall develop procedures regarding the implementation of transition plans
 21 for the integration of students entering and exiting the program.

22 The Director of Schools/designee is authorized to develop appropriate procedures to implement this policy
 23 and to ensure compliance with relevant state laws and regulations.

Legal References

1. TCA 49-6-3402(a); Public Acts of 2020, Chapter No. 603; TRR/MS 0520-01-02-.09
2. TRR/MS 0520-01-02-.09(9)(a)
3. Public Acts of 2020, Chapter No. 603
4. Public Acts of 2020, Chapter No. 603; TRR/MS 0520-01-02-.09(6)(a)
5. TRR/MS 0520-01-02-.09(9)(i)
6. TRR/MS 0520-01-02-.09(9)(h)
7. Public Acts of 2020, Chapter No. 603
8. TRR/MS 0520-01-02-.09(9)(g)(2)
9. TRR/MS 0520-01-02-.09(m)

Cross References

Special Education 4.202
 Suspension/Expulsion/Remand 6.316
 Disciplinary Hearing Authority 6.317
 Special Education Students 6.500

ABM EnhancedClean™

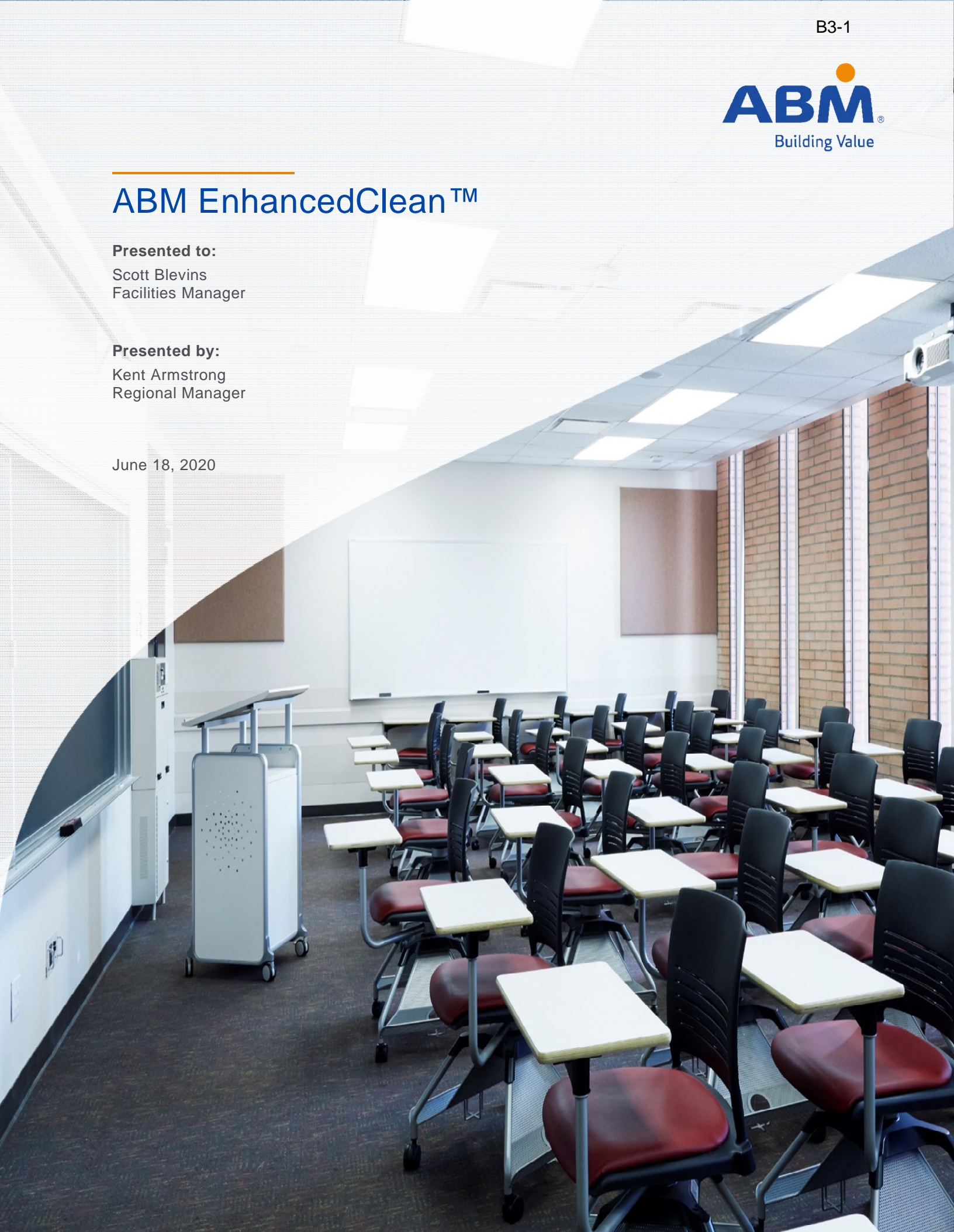
Presented to:

Scott Blevins
Facilities Manager

Presented by:

Kent Armstrong
Regional Manager

June 18, 2020





July 6, 2020

Scott Blevins
Facilities Manager
Maryville City Schools

Dear Scott ,

We understand providing peace of mind is vital as Maryville City Schools prepares to return to normal occupancy levels. There is a heightened sense of scrutiny for demonstrating that you are doing your part to provide clean, healthy, and safe environments. With our level of expertise in sanitation and disinfection, ABM will provide you with an enhanced cleaning program for your schools.

We will meet and exceed your expectations with our trained specialists, certified processes, and U.S. Environmental Protection Agency (EPA) registered chemicals and disinfectants. ABM EnhancedClean™ aligns with the most current recommendations and guidelines on environmental cleaning published by the Centers for Disease Control (CDC), World Health Organization (WHO) and Occupational Safety and Health Administration (OSHA), and all services will be provided using proper personal protective equipment (PPE).

It is our understanding that your key objectives include:

- Repopulating your facility safely and efficiently
- Increasing the level of cleanliness and maintaining student health
- Preventing the spread of pathogens

To accomplish these objectives and deliver results, ABM proposes to implement a three-step approach that includes:

- Facility reentering services, building occupant communication kits and reentry checklists
- An enhanced scope of services
- Deep disinfection services

Our entire organization stands behind this proposal and all the commitments made to Maryville City Schools. If there is any additional information I might provide, please don't hesitate to call or write. All of us at ABM are ready to put our solutions to work for you.

Sincerely,

Kent Armstrong
Regional Manager

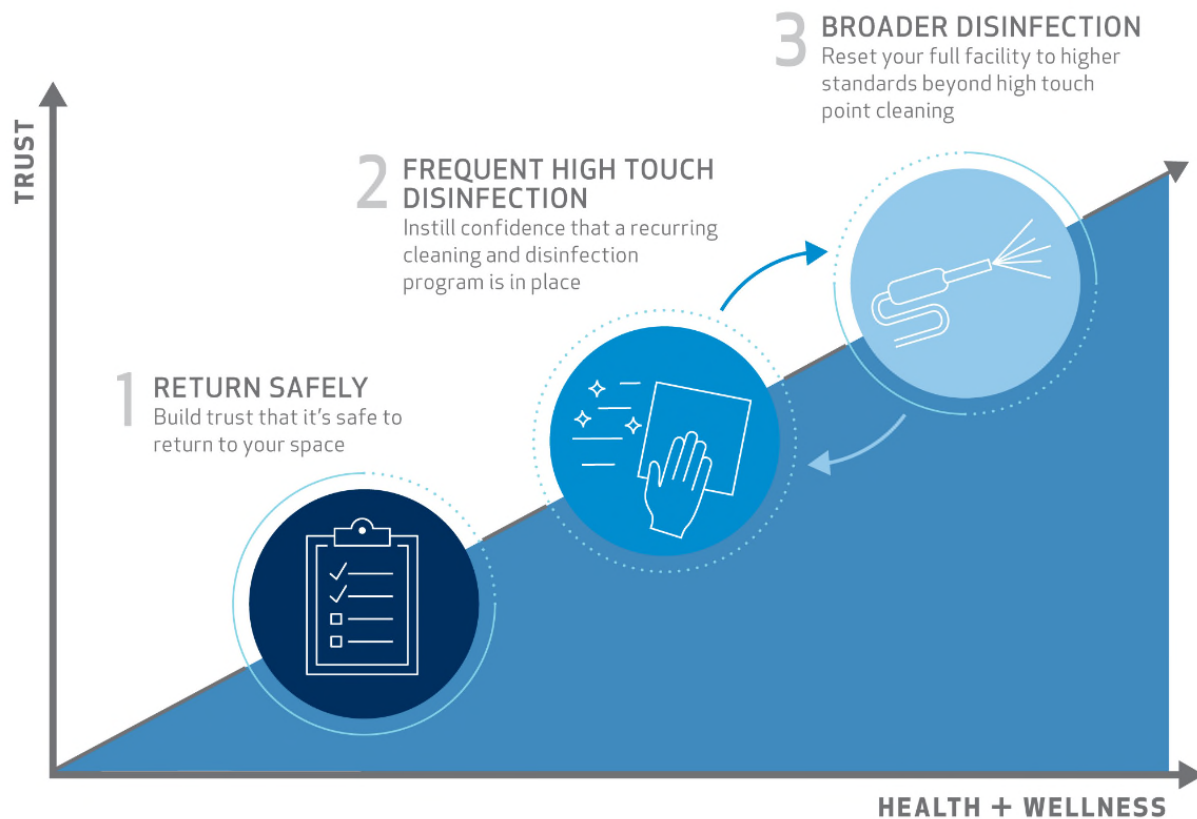
ABM EnhancedClean™ Program

Pathogen control for occupant and building wellness

A holistic approach to creating healthier buildings for your school

ABM is uniquely positioned to help Maryville City Schools prevent the spread of pathogens through a three-step approach, backed by an expert-certified disinfection process and training program.

Beyond maintaining cleanliness, the ABM EnhancedClean program can help assure building occupants that you're doing your part to create healthier spaces—whether it's upon reentering comprehensively, disinfecting more frequently, or looking at the health of your school more holistically with advanced technologies.



Determining the right approach at the right time

Every school is unique, but what all schools have in common is the ongoing need for preventative practices and regular disinfection to improve the health and wellness of the school and its students, parents, teachers and administrators. We can help you meet the evolving challenges of reentering and ongoing facility services, supplemented by broad disinfection technologies to cover every angle of building wellness.

	Suggested Frequency	Methods Employed	Team Members Deployed	Supplies and Equipment
Step 1: Return Safely Build trust that it's safe to return to your space.	Intervals based on reentry	<ul style="list-style-type: none"> • Pre-opening site assessment(s) using reentry checklists to inform return to work strategy • Workforce protocols (i.e. PPE and social distancing procedures) • Implement preventative products strategy • One-time enhanced clean 	Certified disinfection specialists	<ul style="list-style-type: none"> • No touch fixtures, dispensers, and door openers • Centralized trash receptacles • Sensor technologies • Hand-sanitizing stations (based on availability) • Disinfecting wipes for occupants (based on availability) • EPA-registered disinfectants qualified for use against SARS-CoV-2
Step 2: Frequent High Touch Disinfection Instill confidence that a recurring cleaning and disinfection program is in place.	Intervals range from hourly to daily	<ul style="list-style-type: none"> • Site-specific SOW for each facility type based on occupancy levels • Cleaning and disinfection of all high touch point areas in facility 	Certified disinfection specialists	<ul style="list-style-type: none"> • Occupant Communication Kits • EPA-registered disinfectants qualified for use against SARS-CoV-2 • Proper PPE • Microfiber program
Step 3: Broader Disinfection Reset your full facility to higher standards beyond high touch point cleaning.	Intervals range from nightly to quarterly	<ul style="list-style-type: none"> • Large area disinfection 	Certified disinfection specialists	<ul style="list-style-type: none"> • Electrostatic sprayers • Hospital grade EPA-registered disinfectants with faster kill time and broader pathogen spectrum if an outbreak has occurred in your facility Continued product testing: <ul style="list-style-type: none"> • Testing and validation • UV devices and UVC lighting

Statement of Work

We understand Maryville City Schools needs an enhanced level of service from the current custodial services we provide. As part of the EnhancedClean program, our certified operational and disinfection team members assessed your current scope and have made recommended additions below:

Add resources to day cleaning focus points (additional contract scope)**

Entrance Doors	Elevator Interiors
Security Desks	Stair rails
Main Lobby	School bus stops
Seating	Classroom changeover cleaning
Turnstile	Training and locker room facilities
Elevator Lobby Hardware	Admission building
Water Fountain and Vending Areas	Residence halls
	Cafeteria Change turnover

List of approved EPA chemicals for use (additional contract scope)**

Alpha HP	Oxivir 1RTU
Virex Plus	Other Equivalent Disinfectant Cleaner added at
Virex II 256	ABM's Discretion
Crew NA	

List of approved equipment/tools for sanitization and disinfection (additional contract scope)**

Spray Bottles	Micro-fiber Rags
Safety Glasses	
Gloves - Nitrile	

**This is an ongoing additional service that is over and above your existing ABM contract and is being priced in this proposal. This EnhancedClean service requires additional resources, disinfectants, time, and equipment to support the certified disinfection process.

Your EnhancedClean Program

We'll help reenter your facility safely and efficiently

	ABM EnhancedClean Program - Projected Cost	Annual Cost Total	Monthly Cost Total
Reentry	Reentry diagnostic New workforce protocols / Training of Disinfection Specialist 1x disinfection timed with reentry Delivery and placement of Communication Tools	Included	Included
Daily Recurring	EnhancedClean Daily Touch Point Disinfection and Supervision	\$ 102,198.86	\$ 8,516.57
	EnhancedClean Nightly Disinfection	\$ -	\$ -
	Electrostatic Spraying Bldgs	\$ 25,550.06	\$ 2,129.17
	Electrostatic Spraying Buses	\$ -	\$ -
Equipment/Supplies	Hand Sanitizer Stations	\$ -	\$ -
	Hand Sanitizer Refill	\$ -	\$ -
	Oxivir Disinfectant Wipes	\$ -	\$ -
	Additional Electrostatic Spray Equipment	\$ -	\$ -
	Other Costs	\$ -	\$ -
	Total EnhancedClean Program Cost	\$ 127,748.92	\$ 10,645.74

EnhancedClean Services Addendum

This EnhancedClean Services Addendum (the "Addendum") is entered 8/1/2020 and pertains to that certain already existing Maryville City Schools (the "Agreement"), between ABM Industry Groups, LLC, ("ABM") and Maryville City Schools ("Client"), dated 6/1/2020. The Agreement remains in full force and effect. ABM and Client agree that the Services performed under this Addendum shall be governed by the terms and conditions of the Agreement, except as set forth in this Addendum. In case of a conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall govern.

1. Services. ABM will provide EnhancedClean™ Services to Client or its agent at the following location(s): Maryville High School, Montgomery Ridge, Coulters Grove, and Maryville Junior High, according to the Statement of Work and an additional full time employee to work nights providing electrostatic spraying for all schools on a rotational or on an as needed basis during student instructional days. ABM and Client agree that the EnhancedClean Services are designed to create a visually clean environment and reduce but not eliminate the risks of spreading infectious disease and viruses. All property, including all equipment, furnished by ABM to perform the Services under this Addendum shall remain its property. Upon the termination of this Addendum, ABM shall have a reasonable time to remove its property from Client's premises.

2. Term. ABM will begin providing the EnhancedClean Services as of: 8/1/2020 and unless specified otherwise on the SOW, this Addendum shall remain in effect until the Underlying Contract is terminated for any reason or until this Addendum is terminated by either party for any reason, and without penalty, upon providing the other party thirty (30) days' advance written notice.

3. Price. Client agrees to pay ABM [monthly OR pursuant to the payment terms set forth in the Agreement] for the EnhancedClean Services in accordance with the schedule(s) attached. If Client requires issuance of a Purchase Order Number ("PO") in order for ABM to submit an invoice, Client shall provide ABM with a PO promptly upon execution of this Agreement and shall provide ABM thirty (30) days written notice in advance of any change or update to an existing PO. Any PO issued by Client shall note the location(s) listed above and all new, updated and PO renewals must be sent to PO_Update@abm.com and the local ABM point of contact. The price is based upon the service area and frequency of services in the attached Scope of Work and current pricing for supplies and equipment needed to perform the EnhancedClean Services. If there is any change in any of these, Client and ABM agree to negotiate a reasonable price adjustment.

4. Adjustments for Wages and Fringe Benefits. The attached price schedule is based on present wages and fringe benefits. If wages or fringe benefits increase above those in effect on the date of this Addendum, Client agrees to a proportionate increase in the price.

5. Limitation of Liability. 1. There is no guarantee that the EnhancedClean Services or any cleaning services will completely eliminate the risks of spreading infectious diseases and viruses and Client agrees that ABM cannot be held responsible or liable for the presence of viruses or other pathogens. Therefore, ABM and Client agree that ABM shall have no obligation to defend Client against any claim arising out of, alleging, or resulting from exposure to communicable disease or pathogens causing any such disease (each, an "Exposure Claim"). Further, ABM's indemnity obligation in connection with an Exposure Claim will be limited to loss or damage found by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of ABM and in no event will ABM's indemnity obligations in connection with an Exposure Claim exceed \$1,000,000. The foregoing shall include, without limitation, all defense costs, settlements, and verdicts. This indemnification provision replaces and supersedes any other

indemnification provision in the Agreement only in connection with any Exposure Claims and any losses related thereto. Except as may be owed to a third party under a party's indemnification obligations, neither ABM nor Client, or their respective owners, officers, directors, employees, agents or affiliates, shall be liable one to the other whether under contract, statute, tort (including negligence) or otherwise, for any indirect, exemplary, unforeseeable, loss of profits, loss of use, punitive or consequential, incidental, or special damages, even if that party is notified in advance of such possibility, regardless of the form of the claim or action.

6. Warranty. The EnhancedClean Services are provided as is, where is, and for commercial use only without any representation or warranty of effectiveness or success. There are no other warranties or conditions, express or implied, including without limitation those of merchantability, satisfactory quality, or fitness for a particular purpose. ABM expressly disclaims any representations or warranties that Client's use of the EnhancedClean Services will satisfy any statutory or regulatory obligations, or will assist with, guarantee or otherwise insure compliance with any applicable laws or regulations. Client assumes all responsibility for determining whether the Services are sufficient for Client's purposes.

7. General Provisions. This Addendum and the Agreement shall be interpreted so that all of the provisions in such documents are given as full effect as possible. If any term of this Addendum is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If there is a conflict between this Addendum and the rest of the Agreement, this Addendum shall take precedence. This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument. Unless changed, amended, and/or replaced by the terms and conditions of this Addendum, all other terms, conditions and exhibits of the Agreement, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

Maryville City Schools <hr style="border: 0.5px solid black;"/> <hr style="border: 0.5px solid black;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0.5px solid black;"/> <div style="text-align: center;">Name</div> <hr style="border: 0.5px solid black;"/> <div style="text-align: center;">Title</div>	ABM Industry Groups, LLC <hr style="border: 0.5px solid black;"/> <div style="text-align: center;"><INSERT ELECTRONIC SIGNATURE></div> <hr style="border: 0.5px solid black;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0.5px solid black;"/> <div style="text-align: center;">Name</div> <hr style="border: 0.5px solid black;"/> <div style="text-align: center;">Title</div>
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¹ This Addendum shall not be used for performance of any ABM services unless an Agreement has been executed by ABM and Client.

What to Expect from ABM

EnhancedClean is a full scope program (not an add-on) that creates a healthier and safer school environment, so Maryville City Schools can reenter and stay open. We focus on these core areas to deliver the best service possible:

Program Certification

Standard Operating Procedures are certified by ABM's Advisory council and align with the most current recommendations and guidelines on environmental cleaning published by the Centers for Disease Control (CDC), World Health Organization (WHO) and Occupational Safety and Health Administration (OSHA), and all services will be provided using proper personal protective equipment (PPE).

Expert Advisory Council

A team of both internal and external expert advisors to build, vet, and legitimize the certified program – includes Infection Prevention Specialists, Industrial Hygienists, Epidemiologists, and others.

Team Member Training

New and existing Team Members are trained and certified in disinfection. Training is ongoing as new equipment, chemicals, and program elements are introduced to the industry.

Specialized Equipment

We use electrostatic sprayers (and other equipment), which was not common for daily disinfection pre-COVID.

Hospital Grade Disinfectants

We have access to purchase high-volumes of EPA registered disinfectant chemicals – most commercial cleaning programs use general purpose cleaners.

Innovative Technology including Evidence Based Testing

We have a team that is continually researching new equipment, products, and solutions to further differentiate our offering and promote health and wellness in your **school**.

