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

**BOARD OF EDUCATION** **5:30 PM, JUNE 13, 2022**
**REGULAR MEETING** **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 May 9, 2022, meeting (Attachment)
2. Ratify Executive Committee approval of Maryville High School Track & Field overnight trip to Murfreesboro, TN. (Attachment A1)
3. Approve IReady renewal from Curriculum Associates - $40,724.30 – Funding Source: Summer School Funds (Attachment A2)
4. Approve annual Microsoft licensing renewal for Windows, Office 365 - $28,188.45 – Funding Source: Technology (Attachment A3)
5. Approve Maryville High School Maryville Singers overnight trip to Camp Wesley Woods in Townsend (Attachment A4)
6. Ratify Executive Committee approval of Maryville High School Girls Basketball overnight trip to Austin Peay University in Clarksville, TN. (Attachment A5)
7. Ratify Executive Committee approval of PCS contract for Coulter Grove Intermediate School a Lu System for the gym – Funding Source: School Funds (Attachment A6)
8. Approve revised Supplement Scale for the 2022-23 school year (Attachment A7)
9. Approve purchase of a 2-year contract with Newsela - $74,536.02 – Funding Source: General Purpose – Summer School Funds (Attachment A8)
10. Approve Renaissance renewal - $47,324.00 – Funding Source: General Purpose and Summer School Funds (Attachment A9)
11. Approve CASE Mastery Connect and CASE21 Benchmark Assessments renewal - $77,695.00 Funding Source: General Purpose and Summer School Funds (Attachment A10)

**V. AGENDA ITEMS**

1. Consider site license from IXL Learning - $205,275.00 – Funding Source: Summer School Funds (Attachment B1)
2. Consider bid from HPS-Gordon’s Food for food service - $831,938.47 – Funding Source: Food Service (Attachment B2)
3. Consider changes to Board Policy sections: 1.104, 1.204, 2.806, 3.202, 4.101, 4.212, 4.402, 4.403, 4.406, 4.600, 4.604, 5.119, 5.200, 5.201, 5.501, 5.701, 6.200, 6.318, and 6.409 (Attachment B3)
4. Consider opening Maryville Virtual School to non-resident students in the 2022-2023 school year.

5. Consider bid from Mobile Fixture for cafeteria serving lines at Foothills Elementary School and Montgomery Intermediate School - $163,506.20 – Funding Source: Food Service (Attachment B4)

## VI. REPORTS FROM DIRECTOR OF SCHOOLS

## VII. RECOGNITION OF STAFF AND STUDENTS

## VIII. COMMENTS FROM BOARD MEMBERS

## IX. ADJOURN

**Upcoming meeting dates:**
July 11, 2022, 5:30 p.m., Maryville High School
August 8, 2022, 5:50 p.m. Maryville Junior High School

**MARYVILLE CITY SCHOOLS**

*Mike Winstead*
**Director of Schools**

833 Lawrence Avenue
Maryville, Tennessee 37803

**May 17, 2022**
**Maryville City School Board**
**Executive Committee Meeting**

Approve Maryville High School Track & Field overnight trip to attend State Track Meet in Murfreesboro, TN.

APPROVED:

Director of Schools _____ Date 05/17/2022

Chairman, Board of Education _____ Date 05/17/2022

Maryville Board of Education
Nick Black Candy Morgan Chad Hampton Bethany Pope Julie Elder

## Request to Release Students for School-Related Events

Teacher: Nick White  Course/Team/Organization: Track & Field

Event: State Track Meet

Location: MTSU – Murfreesboro, TN

Dates of Trip (Include Departure/Return Time):

Departure Date: 5/25/22

Departure Time: 12:00 pm

Return Date: 5/26/22

Return Time: 12:00 am

Check all that apply:
In-County: ☐ Out-of-County: ☐ *Overnight: ☑ *Out of State: ☐
*(Requires Board Approval)

Transportation: Walk: ☐ Parents Provide: ☐ Bus: ☐ Number of Busses: Choose an item.
SCHOOL VANS & RENTAL CAR

Cost for each student: $ 0.00

Means of funding trip: General Athletics

Educational Purpose: Compete in the State Track Meet

Teacher Signature: Click or tap here to enter text. Date: 5/16/22

Request Approved: ✓ Date: _____

Principal's Signature: Heather Mathis Date: MAY 16 2022

Superintendent Signature: Lee W. Wiggins Date: 5-16-22

*School Board Approved: _____ Date: 5-17-22

**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.

MAY 16 2022

**Please return to Suzanne Click**

# Curriculum Associates®

**Prepared For:**
Amy Vagnier
Maryville City SD
833 Lawrence Ave,
Maryville, TN 37803

4/22/2022

Dear Amy Vagnier,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Quote ID: 280589.1 Valid through: 12/31/2022

| Product | List Price | Net Price |
|---|---|---|
| i-Ready Classroom | $29,998.00 | $19,514.30 |
| i-Ready | $16,800.00 | $15,960.00 |
| Ready | $112.00 | $0.00 |
| Professional Development | $5,750.00 | $5,250.00 |
| i-Ready Partners Services | $1,500.00 | $0.00 |

*i-Ready Partners Services Includes:*

- *Initial Implementation Services: Provisioning, Initial Rostering, Hosting, Technology Assessment*
- *Account Management: Account Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management*
- *Staff Development Consultation and Resources: Consultative services to help you plan and make the most of Professional Development sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources*
- *Technical Support: Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support*

| | |
|---|---|
| List Total: | $54,160.00 |
| Savings: | $13,435.70 |
| Shipping/Tax/Other: | $0.00 |
| **Total:** | **$40,724.30** |

Thank you again for your interest in Curriculum Associates.

**Sincerely**

James Pinckley

jpinckley@cainc.com

**Please submit this quote with your purchase order**

# Curriculum Associates

Quote ID: 280589.1 Date: 4/22/2022 Valid through: 12/31/2022

**Prepared For:**
Amy Vagnier
Maryville City SD
833 Lawrence Ave,
Maryville, TN 37803
amy.vagnier@maryville-schools.org

**Your Representative:**
James Pinckley

jpinckley@cainc.com

## Coulter Grove Intermediate Sch 2025 Sevierville Rd, Maryville, TN 37804

Total Building Enrollment: 881, Grade Range: 4 - 7

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|---|---|---|---|---|---|
| Online Educator Learning Platform Site License Including Educator Prep Series (Compliments Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | $500.00 | $0.00 | $0.00 |
| i-Ready Classroom Math Teacher Guide with Digital Access Grade 4 (1 Year) | 4 | 28142.0 | 4 | $440.00 | $0.00 | $0.00 |
| i-Ready Classroom Math Student Worktext with Digital Access Grade 4 (1 Year) | 4 | 25709.0 | 235 | $26.00 | $22.10 | $5,193.50 |
| i-Ready Classroom Math Teacher Guide with Digital Access Grade 5 (1 Year) | 5 | 28143.0 | 4 | $440.00 | $0.00 | $0.00 |
| i-Ready Classroom Math Student Worktext with Digital Access Grade 5 (1 Year) | 5 | 25849.0 | 224 | $26.00 | $22.10 | $4,950.40 |
| i-Ready Classroom Math Student Worktext with Digital Access Grade 6 (1 Year) | 6 | 28033.0 | 222 | $26.00 | $22.10 | $4,906.20 |
| i-Ready Classroom Math Teacher Guide with Digital Access Grade 6 (1 Year) | 6 | 28144.0 | 4 | $440.00 | $0.00 | $0.00 |
| i-Ready Classroom Math Student Worktext with Digital Access Grade 7 (1 Year) | 7 | 28034.0 | 202 | $26.00 | $22.10 | $4,464.20 |
| i-Ready Classroom Math Teacher Guide with Digital Access Grade 7 (1 Year) | 7 | 28145.0 | 4 | $440.00 | $0.00 | $0.00 |
| i-Ready Assessment and Personalized Instruction Math Site License 801-1200 Students 1 Year | Multiple | 14945.0 | 1 | $16,800.00 | $15,960.00 | $15,960.00 |
| Mathematics Discourse Cards - English | Multiple | 23544.0 | 16 | $7.00 | $0.00 | $0.00 |
| Professional Development i-Ready Classroom and i-Ready Math Core New User Package - Preparing to Teach i-Ready Classroom Mathematics, Developing Mathematical Thinkers Through Instructional Routines, and Tailored Support | Multiple | 24417.0 | 1 | $5,250.00 | $5,250.00 | $5,250.00 |
| i-Ready Partners Core Mathematics Support - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year) | Multiple | 27034.0 | 1 | $1,500.00 | $0.00 | $0.00 |
| | | | | | Subtotal: | $40,724.30 |
| | | | | | Shipping: | $0.00 |
| | | | | | Tax: | $0.00 |
| | | | | | School Subtotal: | $40,724.30 |

| Total | |
|---|---|
| List Total: | $54,160.00 |
| Savings: | $13,435.70 |
| Merchandise Total: | $40,724.30 |
| Voucher/Credit: | $0.00 |
| Estimated Tax: | $0.00 |
| Estimated Shipping: | $0.00 |
| Total: | $40,724.30 |

## Special Notes

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

**Please submit this quote with your purchase order**

Y1

Pricing Proposal
Quotation #: 22025983
Created On: 5/16/2022
Valid Until: 6/15/2022

## TN-City of Maryville Schools

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

## Inside Account Executive - SLE

**Steven Tocyloski**
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-3051
Fax: 732-564-8363
Email: Steven_Tocyloski@SHI.com

All Prices are in US Dollar (USD)

| | Product | Qty | Your Price | Total |
|---|---|---|---|---|
| 1 | Microsoft 365 A3 - Subscription license - 1 user - hosted - academic - EES - All Languages<br>Microsoft - Part#: AAD-38391<br>Coverage Term: 7/1/2022 – 6/30/2023 | 510 | $54.68 | $27,886.80 |
| 2 | Microsoft 365 A3 - Subscription license - 1 user - hosted - academic, student - EES - All Languages<br>Microsoft - Part#: AAD-38397<br>Coverage Term: 7/1/2022 – 6/30/2023 | 2000 | $0.00 | $0.00 |
| 3 | Microsoft Office 365 (Plan A2) - Subscription license - 1 user - hosted - academic - Campus, School, EES - All Languages<br>Microsoft - Part#: M6K-00001<br>Coverage Term: 7/1/2022 – 6/30/2023 | 400 | $0.00 | $0.00 |
| 4 | Microsoft Windows Server Datacenter Edition - License & software assurance - 16 cores - volume, Faculty - All Languages<br>Microsoft - Part#: 9EA-00271<br>Coverage Term: 7/1/2022 – 6/30/2023 | 1 | $301.65 | $301.65 |
| | | | Total | $28,188.45 |

Wesley A Lombardo
72250 471

**Additional Comments**

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions,*

**Request to Release Students for School-Related Events**

Teacher: Byron Davis Course/Team/Organization: Chorus

Event: Maryville Singers Fall Retreat

Location: Camp Wesley Woods in Townsend

Dates of Trip (Include Departure/Return Time):

Departure Date: Aug 19, 2021~~22~~ SMC Departure Time: 4 pm

Return Date: Aug 21, 2021~~22~~ SMC Return Time: 12 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: 1

Cost for each student: $ 80 Means of funding trip: Students pay field trip fee

Educational Purpose:

Orientation and team-building retreat for The Maryville Singers. 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.

Teacher Signature: [signature] Date: 5/23/2022

Request Approved: VC Request Not Approved: _____

Principal's Signature: Heather Mathis Date: 5/23/22

Superintendent Signature: [signature] Date: 5/25/22

*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 Suzanne Click**

MAY 23 2022

**MARYVILLE CITY SCHOOLS**

*Mike Winstead*
**Director of Schools**

833 Lawrence Avenue
Maryville, Tennessee 37803

**May 31, 2022**
**Maryville City School Board**
**Executive Committee Meeting**

Approve overnight trip for Maryville High School Girls Basketball to Clarksville, TN.
Funding Source: Girls Basketball

APPROVED:

Director of Schools _____ Date 05/31/2022

Chairman, Board of Education _____ Date 05/31/2022

Maryville Board of Education
Nick Black Candy Morgan Chad Hampton Bethany Pope Julie Elder

## Request to Release Students for School-Related Events

Teacher: Clark/Driver Course/Team/Organization: Girls Basketball

Event: Team Camp play day

Location: Austin Peay University

Dates of Trip (Include Departure/Return Time):

Departure Date: June 9, 2022 Departure Time: _____

Return Date: June 10, 2022 Return Time: _____

Check all that apply:

In-County: ☐ Out-of-County: ☑ *Overnight: ☑ *Out of State: ☐

*(Requires Board Approval)

Transportation: Walk: ☐ Parents Provide: ☐ Bus: ☑ rental vans Number of ~~Busses~~: 2

Cost for each student: $ - Means of funding trip: Girls Basketball

Educational Purpose:

Summer basketball camp

Teacher Signature: Jaylon Clark Date: 5/26/22

Request Approved: ✓ Request Not Approved: _____

Principal's Signature: Heather Mattilz Date: 5/26/22

Superintendent Signature: Mike Winstead Date: 5/27/22

*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 Suzanne Click**

# MARYVILLE CITY SCHOOLS

*Mike Winstead*
**Director of Schools**

833 Lawrence Avenue
Maryville, Tennessee 37803

**May 26, 2022**
**Maryville City School Board**
**Executive Committee Meeting**

Approve contract with PCS for Coulter Grove Intermediate School a Lu System for the gym – Funding Source: School Funds

APPROVED:

Director of Schools _____ Date 05/26/2022

Chairman, Board of Education _____ Date 05/26/2022

Maryville Board of Education
Nick Black Candy Morgan Chad Hampton Bethany Pope Julie Elder

## Lu Uno

**Quote #212623 v1**



Prepared For:

**Coulter Grove Intermediate School**

Ryan Tallent
2025 SEVIERVILLE RD
MARYVILLE, TN 37804

**P:** 8659826411
**E:** ryan.tallent@maryville-schools.org

Prepared by:

**Headquarters**

Cathy Young
1720 Topside Road
Louisville, TN 37777

**P:** 865.273.1960
**E:** cyoung@pcsknox.com

Date Issued:
**03.07.2022**
Expires:
**04.04.2022**

Lu Uno

| Description | | Price | Qty | Ext. Price |
|---|---|---|---|---|
| LU-UNO-2 | **LU ÜNO turn-key system, laser projector L610w, with wireless microphone and wireless HDMI for: one interactive video wall, light and sound system** | $20,500.00 | 1 | $20,500.00 |
| LU-UNO-SHIP1 | **UNO Shipping Ground** | $675.00 | 1 | $675.00 |
| Service - PRO.Install | **Promethean Install Service - Lu Installation**<br>Promethean Install | $5,000.00 | 1 | $5,000.00 |
| **Lu Uno Installation Parts** | **Lu Uno Installation Parts** | **$0.00** | **1** | **$0.00** |
| TLP615B | **Black 15' surge protector**<br>Tripp Lite surge protector - 15 A - AC 120 V - 1875 Watt - output connectors: 6 - 15 ft - black | | 1 | |
| P6W | **APC by Schneider Electric SurgeArrest Essential P6W 6-Outlet**<br>APC by Schneider Electric SurgeArrest Essential P6W 6-Outlets Surge Suppressor | | 1 | |
| CMA110W | **Chief CMA110W Mounting Adapter**<br>Chief CMA110W Mounting Adapter - 500 lb Load Capacity - White | | 2 | |
| CMS012W | **Chief Speed-Connect CMS012W Mounting Extension for**<br>Chief Speed-Connect CMS012W Mounting Extension for Projector - 500 lb Load Capacity - Aluminum - White | | 2 | |
| Misc Product | **Lift Rental**<br>Misc Product | | 2 | |
| KIT-SUP-CAM | **Lu Support Camera Kit**<br>Lu Support Camera Kit | | 1 | |
| | | | Subtotal: | **$26,175.00** |

| Quote Summary | Amount |
|---|---|
| Lu Uno | $26,175.00 |
| Total: | **$26,175.00** |

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## Acceptance

| Headquarters | Coulter Grove Intermediate School |
|---|---|
| C Young | |
| Cathy Young | Ryan Tallent |
| Signature / Name | Signature / Name Initials |
| 03/07/2022 | |
| Date | Date |

Change in Orange - June 2022

**2022-2023 Salary Schedule for**
**Coaching & Other Special Assignments**
**Base Salary = $44,670**

| MARYVILLE HIGH SCHOOL | | |
|---|---|---|
| **Coaching Assignments** | **Coaching Assignments** | **Range** |
| | 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% |
| | Assistant | 3-8% |
| | 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 | 3-5% |
| | Assistant | 3-5% |
| | Assistant | 3-5% |

| | | |
|---|---|---|
| | Assistant | 3-5% |
| | Assistant | 3-5% |
| | Volleyball-Head | 8-16% |
| | Assistant | 2-4.5% |
| | Assistant | 2-4.5% |
| | Wrestling-Head Boys | 8-16% |
| | Wrestling-Head Girls | 8-16% |
| | Assistant | 5-10% |
| | Assistant | 5-10% |
| **Other Assignments** | | |
| | Band-Head | 15-23% |
| | Assistant | 6-11% |
| | Cheerleading | 7-12% |
| | Cheerleading | 7-12% |
| | Dance - Head | 7-12% |
| | Assistant | 5-10% |
| | Annual | 5% |
| | Bowling (Head Coach) | 6-12% |
| | Choral | 7-12% |
| | Climbing Club | $ 1,000.00 |
| | Drama | 4% |
| | Forensics | $ 1,000.00 |
| (additional 5000.00 for intermediate schools) | Orchestra | 7-12% |
| | Robotics | 6% |
| | MHS TV | 12% |
| | SCOPE | $ 1,000.00 |
| | Ethics Bowl | $ 1,000.00 |
| | Debate | $ 1,000.00 |
| | Scholars Bowl | $ 1,000.00 |
| | Model UN | $ 1,000.00 |
| | Science Olympiad | $ 1,000.00 |

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 | 4-10% |
| | Basketball-Boys | |
| | 8th Grade | 8-15% |
| | Assistant | 3-8% |
| | Basketball-Girls | |
| | 8th Grade | 8-15% |
| | Assistant | 3-8% |
| | Baseball - Head | 4-8% |
| | Assistant | 3-5% |
| | 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% |
| (additional 5000.00 for intermediate schools) | 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 | $500 |
| | Intramurals | $500 |
| | 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 | $6,000.00 |
| | ELL Services | $3,000.00 |
| | Lead Nurse | $1,000.00 |
| | Transportation Scheduling | $4,000.00 |
| | Warehouse Manager | $5,200.00 |
| | MEA President | $1,200.00 |

Newsela Inc.
500 5th Ave, FL 28
New York, NY 10110

# Customer Agreement

**Billing Information:**
Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon Contract Signature

**Customer Agreement No.** Q-80768
**Newsela Sales Rep:** Sherelle Minter
**Contact Email:** sherelle.minter@newsela.com
**Offer Date:** May 18, 2022
**Expiration Date:** June 30, 2022

**To:**
Amy Vagnier
Maryville City School District
833 Lawrence Ave
Maryville, TN 37803-4857

| Qty | Products/Services | List Price |
|---|---|---|
| 1 | Newsela | $74,536.02 |
| | **Contract Grand Total** | **$74,536.02** |

*See table above or Appendix for Product/Services details and License Dates.

The subscription for the above-identified Newsela Products/Services will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this agreement, the Customer agrees to the pricing per product breakdown underlying this quote which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise.

Failure of the Customer to make use of the Products/Services during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use, Newsela's Privacy Policy and, where applicable, any Terms and Conditions, Master Services Agreement or other binding RFP or binding bid signed by and between the Parties ("Service Contract").

**Terms of Use:** https://newsela.com/pages/terms-of-use/
**Privacy Policy:** https://newsela.com/pages/privacy-policy/

The Service Contract constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

*Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.*

**Purchase Order Information**
If you need a Purchase Order, please fill out the following information.

PO Required: No
PO Number:
PO Amount:

**Billing Information**
Provide the billing service representative to whom the invoice should be addressed.

**Bill-To Name:**
**Bill-To Email:**
By initialing here, I agree that the billing details stated above are current and accurate. _____

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

| | |
|---|---|
| Authorized Signature: | Date of Signature: |

**Appendix**

| School | Products/Services | License Dates |
|---|---|---|
| Maryville Junior High School | Newsela ELA | 07/01/22 - 06/30/24 |
| Coulter Grove Intermediate School | Newsela ELA | 07/01/22 - 06/30/24 |
| Maryville High School | Newsela ELA | 07/01/22 - 06/30/24 |
| Montgomery Ridge Intermediate School | Newsela ELA | 07/01/22 - 06/30/24 |

RENAISSANCE®

# Quote # 2800798

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
**www.renaissance.com**

**Maryville City School District - 84909**
833 Lawrence Ave
Maryville, TN 37803-4857
Contact: Amy Vagnier - (865) 982-7121
Email: amy.vagnier@maryville-schools.org

Reference ID: 533647

| Quote Summary | |
|---|---|
| School Count: 6 | |
| Renaissance Products & Services Total | $50,702.00 |
| Applied Discounts | $(3,378.00) |
| Shipping and Processing | $0.00 |
| Sales Tax | $0.00 |
| **Grand Total** | **USD $47,324.00** |

**This quote includes: Renaissance Accelerated Reader, Renaissance Freckle, Renaissance Star Early Literacy and Renaissance Star Reading.**

To receive applicable discounts, all orders included on this quote must be received at the same time.

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at https://www.renaissance.com/privacy/.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

| Renaissance Learning, Inc. | Maryville City School District - 84909 |
|---|---|
| Ted Wolf | By: |
| Name: Ted Wolf | Name: |
| Title: VP - Corporate Controller | Title: |
| | Date: |
| | Invoice Date: |

**Email:** electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.
**Bill To:**

**If changes are necessary, or additional information is required, please contact your account executive Tray Lovvorn at (615)475-5346, Thank You.**

RENAISSANCE®

# Quote # 2800798

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
**www.renaissance.com**

All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.  Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate.  This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

RENAISSANCE®

# Quote # 2800798

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
**www.renaissance.com**

## Quote Details

### Maryville City School District - 84909

| Products & Services | Subscription Period | Quantity | Unit Price | Total |
|---|---|---|---|---|
| **Data Integration Services** | | | | |
| Custom Data Integration Level 4 Maintenance | 09/01/2022 - 08/31/2023 | 1 | $3,125.00 | $3,125.00 |
| | | | **Maryville City School District Subtotal** | **$3,125.00** |
| | | | **Applied Discounts** | **$(115.16)** |
| | | | **Maryville City School District Total** | **USD $3,009.84** |

### Coulter Grove Intermediate School - 3228446

| Products & Services | Subscription Period | Quantity | Unit Price | Total |
|---|---|---|---|---|
| **Applications** | | | | |
| Accelerated Reader Subscription | 09/01/2022 - 08/31/2023 | 837 | $7.35 | $6,151.95 |
| Freckle ELA Student Subscription | 09/01/2022 - 08/31/2023 | 100 | $15.00 | $1,500.00 |
| Star Reading Subscription | 09/01/2022 - 08/31/2023 | 837 | $5.20 | $4,352.40 |
| **Platform Services** | | | | |
| Annual All Product Renaissance Platform | 09/01/2022 - 08/31/2023 | 1 | $750.00 | $750.00 |
| **Professional Services** | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | $0.00 | $0.00 |
| | | | **Coulter Grove Intermediate School Subtotal** | **$12,754.35** |
| | | | **Applied Discounts** | **$(873.07)** |
| | | | **Coulter Grove Intermediate School Total** | **USD $11,881.28** |

### Foothills Elementary School - 84895

| Products & Services | Subscription Period | Quantity | Unit Price | Total |
|---|---|---|---|---|
| **Applications** | | | | |
| Accelerated Reader Subscription | 09/01/2022 - 08/31/2023 | 520 | $7.35 | $3,822.00 |
| Star Early Literacy Subscription | 09/01/2022 - 08/31/2023 | 100 | $5.20 | $520.00 |
| Star Reading Subscription | 09/01/2022 - 08/31/2023 | 439 | $5.20 | $2,282.80 |
| **Platform Services** | | | | |
| Annual All Product Renaissance Platform | 09/01/2022 - 08/31/2023 | 1 | $750.00 | $750.00 |
| **Professional Services** | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | $0.00 | $0.00 |
| | | | **Foothills Elementary School Subtotal** | **$7,374.80** |
| | | | **Applied Discounts** | **$(505.79)** |

RENAISSANCE®

# Quote # 2800798

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
**www.renaissance.com**

| | |
|---|---|
| **Foothills Elementary School Total** | **USD $6,869.01** |

| John Sevier Elementary School - 84917 | | | | |
|---|---|---|---|---|
| **Products & Services** | **Subscription Period** | **Quantity** | **Unit Price** | **Total** |
| **Applications** | | | | |
| Accelerated Reader Subscription | 09/01/2022 - 08/31/2023 | 515 | $7.35 | $3,785.25 |
| Star Early Literacy Subscription | 09/01/2022 - 08/31/2023 | 185 | $5.20 | $962.00 |
| Star Reading Subscription | 09/01/2022 - 08/31/2023 | 437 | $5.20 | $2,272.40 |
| **Platform Services** | | | | |
| Annual All Product Renaissance Platform | 09/01/2022 - 08/31/2023 | 1 | $750.00 | $750.00 |
| **Professional Services** | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | $0.00 | $0.00 |
| | | **John Sevier Elementary School Subtotal** | | **$7,769.65** |
| | | **Applied Discounts** | | **$(518.55)** |
| | | **John Sevier Elementary School Total** | | **USD $7,251.10** |

| Montgomery Ridge Intermediate School - 1151678 | | | | |
|---|---|---|---|---|
| **Products & Services** | **Subscription Period** | **Quantity** | **Unit Price** | **Total** |
| **Applications** | | | | |
| Accelerated Reader Subscription | 09/01/2022 - 08/31/2023 | 825 | $7.35 | $6,063.75 |
| Star Reading Subscription | 09/01/2022 - 08/31/2023 | 858 | $5.20 | $4,461.60 |
| **Platform Services** | | | | |
| Annual All Product Renaissance Platform | 09/01/2022 - 08/31/2023 | 1 | $750.00 | $750.00 |
| **Professional Services** | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | $0.00 | $0.00 |
| | | **Montgomery Ridge Intermediate School Subtotal** | | **$11,275.35** |
| | | **Applied Discounts** | | **$(819.47)** |
| | | **Montgomery Ridge Intermediate School Total** | | **USD $10,455.88** |

| Sam Houston Elementary School - 84883 | | | | |
|---|---|---|---|---|
| **Products & Services** | **Subscription Period** | **Quantity** | **Unit Price** | **Total** |
| **Applications** | | | | |
| Accelerated Reader Subscription | 09/01/2022 - 08/31/2023 | 455 | $7.35 | $3,344.25 |
| Star Early Literacy Subscription | 09/01/2022 - 08/31/2023 | 141 | $5.20 | $733.20 |
| Star Reading Subscription | 09/01/2022 - 08/31/2023 | 402 | $5.20 | $2,090.40 |
| **Platform Services** | | | | |

RENAISSANCE®

# Quote # 2800798

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
**www.renaissance.com**

| | | | | |
|---|---|---|---|---|
| Annual All Product Renaissance Platform | 09/01/2022 - 08/31/2023 | 1 | $750.00 | $750.00 |
| **Professional Services** | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | $0.00 | $0.00 |
| | | **Sam Houston Elementary School Subtotal** | | **$6,917.85** |
| | | **Applied Discounts** | | **$(463.32)** |
| | | **Sam Houston Elementary School Total** | | **USD $6,454.53** |

| TN Maryville virtual school - 8489285 | | | | |
|---|---|---|---|---|
| **Products & Services** | **Subscription Period** | **Quantity** | **Unit Price** | **Total** |
| **Applications** | | | | |
| Accelerated Reader Subscription | 09/01/2022 - 08/31/2023 | 100 | $7.35 | $735.00 |
| **Platform Services** | | | | |
| Annual All Product Renaissance Platform | 09/01/2022 - 08/31/2023 | 1 | $750.00 | $750.00 |
| **Professional Services** | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | $0.00 | $0.00 |
| | | **TN Maryville virtual school Subtotal** | | **$1,485.00** |
| | | **Applied Discounts** | | **$(82.64)** |
| | | **TN Maryville virtual school Total** | | **USD $1,402.36** |

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INSTRUCTURE

# Services Order Form

**Order #:** Q-263333-1
**Date:** 2022-06-07
**Offer Valid Through:** 2022-07-31

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

## Order Form For Maryville City Schools

| | |
|---|---|
| Address: | 833 Lawrence Av |
| City: | Maryville |
| State/Province: | Tennessee |
| Zip/Postal Code: | 37803 |
| Country: | United States |

**Order Information**

| | |
|---|---|
| Billing Frequency: | Annual Upfront |
| Payment Terms: | Net 30 |

**Billing Contact**

Name: _____

Email: _____

Phone: _____

**Primary Contact**

Name: Deana Bishop

Email: deana.bishop@maryville-schools.org

Phone: +1 865 982 7121

**Billing Frequency Term:**
Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1

| Description | Start Date | End Date | Metric | Qty | Price | Amount |
|---|---|---|---|---|---|---|
| Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing | 2022-08-01 | 2023-07-31 | User | 2,917 | USD 11.00 | USD 32,087.00 |
| Mastery Connect Subscription | 2022-08-01 | 2023-07-31 | User | 4,326 | USD 5.50 | USD 23,793.00 |
| Individual Student Reports | 2022-08-01 | 2023-07-31 | User | 4,985 | USD 0.00 | USD 0.00 |
| Mastery View Predictive Assessments TN - One Subject (Sem 2BA, Trad 3BA) - District Pacing | 2022-08-01 | 2023-07-31 | User | 2,068 | USD 6.00 | USD 12,408.00 |
| Paper-Pencil Benchmarks | 2022-08-01 | 2023-07-31 | User | 359 | USD 1.00 | USD 359.00 |
| Mastery Item Bank - Supplemental | 2022-08-01 | 2023-07-31 | User | 4,524 | USD 2.00 | USD 9,048.00 |
| Recurring Sub-Total | | | | | | USD 77,695.00 |
| Year 1 Total | | | | | | USD 77,695.00 |
| | | | | | **Grand Total:** | USD 77,695.00 |

| Deliverable | Description | Expiration |
|---|---|---|
| Mastery Item Bank - Supplemental | Annual Subscription for Mastery Item Bank - Supplemental | N/A |

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

**Metrics and Descriptions:**

**User:** User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

| Product | Description |
|---|---|
| Mastery View Predictive Assessments - Grade Levels | Mastery View Predictive Assessments for the State Tested Subject Areas. |

| Elementary Assessment Order Detail | | | | |
|---|---|---|---|---|
| **Subject** | **Ordered** | **# of Tests per Year** | **Delivery Method** | **Grade Level** |
| ELA | Yes | 3 | Paper-Pencil and MasteryConnect | 2;3;4;5 |
| Math | Yes | 3 | Paper-Pencil and MasteryConnect | 2;3;4;5 |
| Science | Yes | 3 | Online - MasteryConnect | 3;4;5 |
| Social Studies | Yes | 3 | Online - MasteryConnect | 3;4;5 |

| Middle Assessment Order Detail | | | | |
|---|---|---|---|---|
| **Subject** | **Ordered** | **# of Tests per Year** | **Delivery Method** | **Grade Level** |
| ELA | Yes | 3 | Online - MasteryConnect | 6;7;8 |
| Math | Yes | 3 | Online - MasteryConnect | 6;7;8 |
| Science | Yes | 3 | Online - MasteryConnect | 6;7;8 |
| Social Studies | Yes | 3 | Online - MasteryConnect | 6;7;8 |

| High School Assessment Order Detail | | | | |
|---|---|---|---|---|
| **Subject** | **Ordered** | **# of Tests per Year - Traditional** | **# of Tests per Semester - Block** | **Delivery Method** |
| Standard Package - All Subjects | Yes | 3 | 2 | Online - MasteryConnect |
| Standard English | No | | | |
| Standard Math | No | | | |
| Standard Science | No | | | |
| Standard Social Studies | No | | | |

| Additional Assessment Details | | | | | |
|---|---|---|---|---|---|
| **Assessment Package** | | | Option 1 (3BA): 1st BA, 2nd BA, & Final Comp | | |
| **College Prep Assessments** | | | | | |
| **Grades to Test** | | **# of Students** | | **# of Administrations** | |
| **Item Bank Subscription** | | | | | |
| **Grades to Access** | | | 3;4;5;6;7;8;9;10;11 | | |
| **Notes** | | | | | |
| This quote is for Mastery View Predictive Assessments, the Mastery Item Banks and Mastery Connect. Benchmarks will be given paper pencil to grade 2 with 3-11 being given online. Item Bank access will be for grades 3-11 only. Student reports included. | | | | | |

**Duration:** The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

**Miscellaneous:** Instructure's support terms are available as follows:
Canvas & Catalog: https://www.instructure.com/canvas/support-terms
Portfolium: https://portfolium.com/support-terms
MasteryConnect: https://www.masteryconnect.com/support/

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

**Terms and Conditions**
This Order Form shall be governed by the Master Terms and Conditions which can be found here:
https://www.instructure.com/policies/master-terms-and-conditions

The provision of any Item Bank Services shall also be governed by the Addendum which can be found here:

https://www.instructure.com/item-bank-addendum.

The provision of any Predictive Assessment Services shall also be governed by the Addendum which can be found here:

https://www.instructure.com/benchmark-assessment-addendum.

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

**Notes**
This quote is for Mastery View Predictive Assessments, the Mastery Item Banks and Mastery Connect. Benchmarks will be given paper pencil to grade 2 with 3-11 being given online. Item Bank access will be for grades 3-11 only. Student reports included.

| PURCHASE ORDER INFORMATION | TAX INFORMATION |
|---|---|
| Is a Purchase Order required for the purchase or payment of the products on this order form?<br>Please Enter (Yes or No): _____<br>If yes, please enter PO Number: _____ | Check here if your company is exempt from US state sales tax : _____<br>*Please email all US state sales tax exemption certifications to ar@instructure.com* |

By executing this Order Form, each party agrees to be legally bound by this Order Form.

| **Maryville City Schools** | **Instructure, Inc.** |
|---|---|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

# QUOTE

QUOTE # 1144979-3
DATE: MAY 16, 2022

**TO:**
Deana Bishop
Maryville City School District
833 LAWRENCE AVE
MARYVILLE, TN 37803

**COMMENTS OR SPECIAL INSTRUCTIONS**

| SALESPERSON | TERMS | SUBSCRIPTION DURATION | QUOTE VALID UNTIL |
|---|---|---|---|
| Daniel Lewis | | August 1, 2022 – July 31, 2025 | June 16, 2022 |

| QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|
| | IXL site license for 4,350 students, including: | | |
| 1 | Grades K-1, 9: 1,300 students<br>Subjects: Math and ELA | $58,500.00 | $58,500.00 |
| 1 | Grades 2-8: 3,050 students<br>Subjects: Math, ELA, Science, and Social studies | $183,000.00 | $183,000.00 |
| 1 | Multi-Year Discount (15%) | -$36,225.00 | -$36,225.00 |
| | *Unlimited instructor accounts included* | | |
| | | SUBTOTAL | $205,275.00 |
| | | SALES TAX | -- |
| | | SHIPPING & HANDLING | -- |
| | | TOTAL DUE | $205,275.00 |

**Ordering instructions**

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to http://www.ixl.com/po-upload and enter quote # 1144979-3. For international accounts, we can accept wire transfers for an additional fee.

# SALES CONTRACT

CONTRACT #101960
May 16, 2022

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

**CUSTOMER**
Deana Bishop
Maryville City School District
833 LAWRENCE AVE
MARYVILLE, TN 37803

**SUBSCRIPTION INFO**

| Salesperson | Quote # | Subscription duration |
|---|---|---|
| Daniel Lewis | 1144979-3 | Aug 1, 2022 – Jul 31, 2025 |

**PAYMENT PLAN**

| | Amount | Invoice date |
|---|---|---|
| Year 1 | $102,638 (50%) | June 16, 2022 |
| Year 2 | $51,319 (25%) | June 16, 2023 |
| Year 3 | $51,318 (25%) | June 16, 2024 |
| **TOTAL** | **$205,275** | |

*Price valid until June 16, 2022*

**ACCEPTANCE OF SALES CONTRACT**
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

**AUTHORIZED SIGNATURE** _____ **DATE** _____

# Alcoa and Maryville City Schools

| | | | |
|---|---|---|---|
| Project/RFP Title | Nonprofit School Food Service RFP | | |
| Bid Opening Data | Date/Time | 5/24/2022 | 10:00 AM |
| Location | Alcoa City Schools Harry M. McClurg Board Room | | |

| Company | Bid Proposal | Pricing Proposal | Remarks |
|---|---|---|---|
| HPS - Gordon's Food | 100 points | 831,938.47 | RFP open |
| Reinhart dba Performance Food Service | 81 pints | 1,144,360.55 | RFP open |
| | | | |
| | | | |
| | | | |

SFA Personnel: Tina Ray 5/24/22
Witness: Erin Cardwell 5/24/22
Witness: Tammy Hooper 5/24/22

Vendor Personnel Present at Bid Opening

| NAME | COMPANY |
|---|---|
| NONE | — |
| | |
| | |

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially in August** | **Memberships** | **1.104** | **07/11/22** |
| | | Rescinds: **1.104** | Issued: **10/15/18** |

The Board shall maintain membership in the Tennessee School Boards Association (TSBA),[1] ~~and through its membership in TSBA, shall be an affiliate member of the Southern Region School Boards Association and the National School Boards Association (NSBA).~~

Dues for membership in TSBA shall be included in each annual budget in accordance with state statute.

The Board may also maintain institutional membership in other educational organizations which the Board finds to be of benefit to members and school system personnel.

Legal References

1. TCA 49-2-2001

Cross References

Board Member Development Opportunities 1.204

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially in August** | **Board Member Development Opportunities** | **1.204** | **07/11/22** |
| | | Rescinds: **1.204** | Issued: **10/15/18** |

Board members shall participate in activities designed to improve their skills as members of a policy-making body. In order to accomplish this, the following shall occur:

~~1.~~ An annual calendar of school board conferences, conventions, and workshops shall be maintained by the board secretary and provided to each board member in order to ensure compliance with the requirements for professional development.[1] The Board shall identify which meetings should be attended and the benefits thereof. ~~Members attending the National convention shall be rotated annually to provide each member an opportunity to attend on alternate years. If a member cannot attend on schedule, another member may attend with Board approval.~~

2. Funds for participation at such meetings shall be budgeted on an annual basis. The Board as a whole shall retain the authority to approve or disapprove the participation of members in planned activities; and

3. Reimbursement to board members for their travel expenses shall only be made for pre-approved travel.

The Board regards the following as activities and services appropriate for development opportunities:

1. Participation in school board conferences, workshops, and conventions held by the State; ~~and National School Boards Associations;~~

2. Local and district-sponsored training sessions for board members; and

3. Subscriptions to publications addressing the concerns of board members.

Legal References

1. TCA 49-2-202(a)(6)

Cross References

Board Evaluation 1.103
Memberships 1.104
School Board Legislative Involvement 1.105
School District Goals 1.700
School Calendar 1.800
Expenses and Reimbursements 2.804

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially in September** | **Bids and Quotations** | **2.806** | **07/11/22** |
| | | Rescinds: **2.806** | Issued: **07/12/21** |

All purchases of supplies, materials, equipment, and contractual services in excess of twenty-five thousand dollars ($25,000), including those of individual schools, shall be based on competitive bids.[1] These bids shall be solicited by advertisement in a newspaper of general circulation within the school system. The purchasing agent shall advertise for bids and receive quotations. The advertisement may be waived by the purchasing agent in an emergency.[2]

All purchases of twenty-five thousand dollars ($25,000) or less, including those of individual schools, may be made in the open market without newspaper notice, but shall, whenever possible, be based on at least three (3) competitive bids.[2]

The lowest and/or best bid shall be accepted, provided the purchaser reserves the right to reject any or all bids or any part of any bid and, if applicable, to accept the bid which is best as evidenced by reasons relative to the purpose of the purchase.[3] Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered.

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

## EXEMPTIONS FROM COMPETITIVE BIDDING

Contracts for legal services, educational consultants, *services from an insurance provider*, and similar services by professional persons or groups of high ethical standards shall not be based upon competitive bids but shall be awarded on the basis of recognized competence and integrity.[4]

~~Insurance purchased through a plan authorized and approved by an organization of governmental entities representing cities and counties shall also be exempted.~~[5]

Legal References

1. TCA 49-2-203(a)(3); Public Acts of 2022, Chapter No. 1016
2. TCA 49-2-203(a)(3)(A)-(B); TCA 49-2-206(b)(2); Public Acts of 2022, Chapter No. 1016
3. TCA 49-2-203(a)((D)(c)
4. TCA 12-3-1209; TCA 12-4-107; Public Acts of 2022, Chapter No. 719; TCA 29-20-407

Cross References

Executive Committee 1.301
Consultants 1.303
Conflict of Interest 5.601

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in October** | **Emergency Preparedness Plan** | **3.202** | **07/11/22** |
| | | Rescinds: **3.202** | Issued: **09/16/19** |

The Director of Schools shall be responsible for developing, maintaining, and acquiring Board approval of the district Emergency Preparedness Plan,[1] which shall include procedures for bomb threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and medical emergencies.

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

## FIRE AND SAFETY DRILLS

The principal shall ensure that one fire drill requiring full evacuation is given every thirty (30) school days, with two (2) fire drills occurring during the first thirty (30) full days of the school year. Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted throughout the year.[2]

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

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

## ARMED INTRUDER DRILLS

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

## AED DRILLS[5]

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

## MEDICAL EMERGENCIES/PANDEMIC FLU[6]

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

## *REMOTE LEARNING DRILLS*[7]

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

Legal References

1. TRR/MS 0520-01-02-.30(2); TCA 49-6-804; TCA 49-6-805(8)
2. TCA 68-102-137(b)
3. TCA 68-102-137(f)
4. TCA 49-6-807
5. TCA 49-2-122; TCA 49-6-1208
6. TCA 49-6-3004(a), (e); TCA 49-5-404
7. Public Acts of 2022, Chapter No. 936

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in August** | **Instructional Standards** | **4.101** | **07/11/22** |
| | | Rescinds: | Issued: |

*General*

The Board is charged with selection of the curriculum. No subjects or topics prohibited by state or federal law shall be taught.[1]

## STATE STANDARDS[2]

Only Tennessee state standards shall be taught within the school district. The following are prohibited:

1. Instructional materials, textbooks, or supplemental materials created to align exclusively with Common Core; or

2. Instructional materials, textbooks, or supplemental materials that are marketed or otherwise identified as Common Core textbooks or instructional materials.

Any complaints regarding the above shall be submitted per board policy 4.402.

## CURRICULUM AND INSTRUCTIONAL PROGRAMMING

All curriculum and instructional programming implemented in the school district shall adhere to state and federal laws. District employees shall not include or promote any concepts that would violate state law when providing instruction, using instructional or supplemental materials, or when implementing the instructional program and curriculum.[1]

The Director shall develop procedures to ensure that the district's instructional program complies with state law.

Complaints regarding teaching prohibited concepts in violation of state law shall be submitted per the regulation developed by the Tennessee Department of Education.[3]

Legal References

1. TCA 49-6-2202; TCA 49-6-1304; TCA 49-6-2206; TCA 49-6-1019
2. TCA 49-1-302(a)(8); TCA 49-1-314; Public Acts of 2022, Chapter No. 1085
3. TRR/MS 0520-12-04

Cross References

Reconsideration of Textbooks and Instructional Materials 4.402
Controversial Issues 4.800
Controversial Materials 4.801

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in August** | **Virtual Education Program** | **4.212** | **07/11/22** |
| | | Rescinds: **4.212** | Issued: **09/20/21** |

*General*

The Maryville City Schools' virtual education program is a course, a series of courses, or remote digital instruction offered by a school district to provide students a broader range of educational opportunities through the use of technology. Utilizing this program is temporary and limited to a period of time for a particular qualifying reason. Virtual Education Programs shall not replace a student's regular instructional program.[1] ~~or fulfill the provision of virtual schools as Maryville City Schools does not offer virtual school.~~

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

Virtual education programs[3] may be made available to students for the following purposes at the discretion and/or recommendation of the school principal and approved by the Director of Schools:

1. Academic remediation, enrichment, or providing students access to a wider range of courses;

2. Continuity of educational service for students who are homebound;[4]

3. Continuity of educational service for students who are quarantining;[5]

4. Continuity of educational service for students enrolled in an alternative school.[6] or

5. Continuity of educational service when the district utilizes remote instruction due to dangerous or extreme weather conditions, a serious outbreak of illness affecting or endangering students or staff, or during the administration of end of course examinations or other examinations as allowed per state law.[7]

**ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

Students may be eligible to utilize a temporary virtual education program. The following factors may be taken into consideration when determining eligibility:

1. Length of Period of Time;

2. Factors of Qualifying Reason;

3. Attendance;

4. Grades.

## ATTENDANCE

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

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

1. Students participating in a video or phone call with a teacher, with parent/guardian support as appropriate for the age of the student;

2. Students participating in synchronous virtual instruction;

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

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

## REMOVAL FROM VIRTUAL EDUCATION PROGRAM

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

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

1. Notification of parent/guardian;

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

3. Digital Engagement Contract

Legal References

1. TRR/MS 0520-01-03-.05(2)
2. TCA 49-1-104(h); State Board of Education Policy 3.206
3. TCA 49-16-101; TRR/MS 0520-01-03-.05(2)(a)
4. TRR/MS 0520-01-02-.10; TRR/MS 0520-01-09-.07
5. TRR/MS 0520-01-13-.01(1)(d)(1)
6. TRR/MS 0520-01-02-.09; Public Acts of 2022, Chapter No. 960
7. Public Acts of 2022, Chapter No. 897

Cross References

Homebound Instruction 4.206
Credit Recovery 4.210
Alternative Education 6.319

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in August** | **Reconsideration of Textbooks and Instructional Materials** | **4.402** | **07/11/22** |
| | | Rescinds: | Issued: |

If a complaint is filed by a parent/guardian, employee, or student regrading textbooks or instructional materials, this process is to be followed:[1]

1. Inform the complainant of the selection procedures and make no commitments.

2. Request the complainant to submit a Request for Reconsideration of Textbooks and Instructional Materials form.

3. Inform the principal (and other appropriate personnel).

4. Keep challenged materials available for use during the reconsideration process. The materials shall be removed immediately if they:[2]

    a. Were created to align exclusively with Common Core; or

    b. Are marketed or otherwise identified as Common Core textbooks or instructional materials.

5. Upon receipt of the completed form, the principal shall notify the Director of Schools.

6. The principal shall request review of the challenged materials by an ad hoc materials review committee within fifteen (15) working days. The review committee is appointed by the principal and includes representatives from classroom teachers, one or more parents, and may include one or more students. The principal will inform the Director of Schools of the review committee's progress.

7. The review committee shall take the following steps after receiving the challenged materials:

    a. Read, view, or listen to the contested material in its entirety;
    b. Check general acceptance of the material by reading recognized and evaluative reviews;
    c. Determine the extent to which the material supports the curriculum;
    d. Complete the appropriate Checklist for Reconsideration of Textbooks and Instructional Materials, judging the material for its strength and value; and
    e. Present recommendation to principal for further action and to the Director of Schools for purposes of information.

8. If the complainant desires further action after receiving the recommendation of the committee and the decision of the principal, an appeal may be made to the Board.

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982)
2. TCA 49-1-302(a)(8); TCA 49-1-314; TCA 49-6-2206; Public Acts of 2022, Chapter No. 1085

Cross References

Instructional Standards 4.101
Textbooks and Instructional Materials 4.400
School and System Websites 4.407
Controversial Materials 4.801

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in August** | **Reconsideration of Instructional Materials and Textbooks** | **4.403** | **07/11/22** |
| | | Rescinds: **4.403** | Issued: **02/11/19** |

The Board supports principles of intellectual freedom inherent in the First Amendment of the Constitution of the United States[1] and expressed in the *Library Bill of Rights* of the American Library Association.

Because opinions differ, there may be questions concerning some instructional and library materials despite the quality of the selection process. If a complaint is made, the following procedure is to be followed:

1. Inform the complainant of the selection procedures and make no commitments.

2. Request the complainant to submit a formal Request for Reconsideration of Instructional Materials.

3. Inform the principal (and other appropriate personnel).

4. Keep challenged materials available for use during the reconsideration process.

5. Upon receipt of the completed form, the principal requests review of the challenged materials by an ad hoc materials review committee within fifteen (15) working days and notifies the appropriate supervisor and the Director of Schools that such review is being done. The review committee is appointed by the principal and includes certified library media personnel, representatives from classroom teachers, one or more parents, and may include one or more students.

6. The review committee shall take the following steps after receiving the challenged materials:

    a. Read, view, or listen to the contested material in its entirety;
    b. Check general acceptance of the material by reading recognized and evaluative reviews;
    c. Determine the extent to which the material supports the curriculum;
    d. Complete the appropriate Checklist for Reconsideration of Instructional Materials, judging the material for its strength and value; and
    e. Present recommendation to principal for further action and to the Director of Schools for purposes of information.

7. If the complainant desires further action after receiving the recommendation of the committee and the decision of the principal, an appeal may be made to the Board.

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982)

Cross References

Textbooks 4.401
School and System Websites 4.407
Controversial Materials 4.801

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in August** | **Use of the Internet** | **4.406** | **02/11/19** |
| | | Rescinds: **9.17** | Issued: **05/01/18** |

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

## EMPLOYEES

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

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

1. Development of the Network and Internet Use Agreement;
2. General rules and ethics of internet access;
3. Guidelines regarding appropriate instruction and oversight of student internet use; and
4. Prohibited and illegal activities, including but not limited to the following:[1]
    - Sending or displaying offensive messages or pictures;
    - Using obscene language;
    - Harassing, insulting, defaming, or attacking others;
    - Damaging computers, computer systems, or computer networks;
    - Hacking or attempting unauthorized access to any computer;
    - Violation of copyright laws;
    - Trespassing in another's folders, work, or files;
    - Intentional misuse of resources;
    - Using another's password or other identifier (impersonation);
    - Using the network for commercial purposes; and
    - Buying or selling on the internet.

## STUDENTS

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

1. General rules and ethics of internet use; and
2. Prohibited or illegal activities, including, but not limited to:[1]
    - Sending or displaying offensive messages or pictures;
    - Using obscene language;

- Harassing, insulting, defaming, or attacking others;
- Damaging computers, computer systems, or computer networks;
- Hacking or attempting unauthorized access;
- Violation of copyright laws;
- Trespassing in another's folders, work, or files;
- Intentional misuse of resources;
- Using another's password or other identifier (impersonation);
- Using the network for commercial purposes; and
- Buying or selling on the internet.

## INTERNET SAFETY MEASURES[2]

Internet safety measures shall be implemented that effectively address the following:

1. Controlling access by students to inappropriate matter on the internet and world wide web;
2. Safety and security of students when they are using electronic mail, chat rooms, and other forms of direct electronic communications;
3. Preventing unauthorized access, including "hacking" and other unlawful activities by students online;
4. Unauthorized disclosure, use, and dissemination of personal information regarding students; and
5. Restricting students' access to materials harmful to them.

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

1. Utilizing technology that blocks or filters internet access (for both students and adults) to material that is obscene or pornographicnts;[3]
2. Prohibiting and preventing a user from sending, receiving, viewing, or downloading materials that are deemed to be harmful to minors;[4]
3. Maintaining and securing a usage log; and
4. Monitoring online activities of students.[2]

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

A written parental consent shall be required prior to the student being granted access to electronic media involving district technological resources. The required permission/agreement form, which shall specify acceptable uses, rules of online behavior, access privileges, and penalties for policy/procedural violations, must be signed by the parent/guardian of minor students (those under 18 years of age) and also by the student. This document shall be executed each year and shall be valid only in the school year in which it was signed unless parent(s)/guardian(s) provide written notice that consent is withdrawn. In order to rescind the agreement, the student's parent/guardian (or the student who is at least 18 years old) must provide the Director of Schools with a written request.

*Complaints alleging a violation of the internet safety measures shall be submitted to the Technology Director. All complaints shall be reviewed to determine how to appropriately respond.*

## E-MAIL

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

## INTERNET SAFETY INSTRUCTION[6]

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

## SOCIAL NETWORKING

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

2. District staff are prohibited from accessing personal social networking sites on school computers or during instructional time except for legitimate instructional purposes.

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

## VIOLATIONS

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

## VENDOR CONTRACTS[3]

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

1

Legal References

1. TCA 39-14-602
2. 47 USCA § 254 (h)(5)(A) – (C), 254(l); 47 CFR § 54.520(c)(1)(i); 20 USCA § 7131
3. Public Acts of 2022, Chapter No. 1002
4. TCA 39-17-901; Public Acts of 2022, Chapter No. 1002
5. TCA 10-7-512
6. TCA 49-1-221

Cross References

Use of Electronic Mail (e-mail) 1.805
School and System Websites 4.407
Controversial Materials 4.801
Student Publications 6.704

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in August** | **Grading System** | **4.600** | **07/11/22** |
| | | Rescinds: **4.600** | Issued: **02/11/19** |

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

The Director of Schools shall submit a copy of the grading, reporting, and assessment systems to the Board before the system is implemented.[2] These guidelines shall be communicated annually to students and parent(s)/guardian(s).[1]

Conduct grades are based on behavior and shall not be deducted from scholastic grades.

## GRADING SYSTEM: GRADES NINE - TWELVE (9-12)[1]

Schools teaching grades nine (9) through twelve (12) shall use the uniform grading system established by the State Board of Education. Using the uniform grading system, students' grades shall be reported for the purposes of application for post-secondary financial assistance administered by the Tennessee Student Assistance Corporation.

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

- A ~~(93-100)~~ *(90-100)*
- B ~~(85-92)~~ *(80-89)*
- C ~~(75-84)~~ *(70-79)*
- D ~~(70-74)~~ *(60-69)*
- F ~~(0-69)~~ *(0-59)*

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

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

- Honors Courses – three (3) percentage points;
- Local and Statewide Dual Credit, Capstone Industry Certification Aligned, and Dual Enrollment Courses – four (4) percentage points; and

- Advanced Placement, Cambridge International, College Level Exam Program (CLEP), and International Baccalaureate Courses – five (5) percentage points.

## LOTTERY SCHOLARSHIPS[3]

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

Seniors may apply for the Tennessee HOPE Scholarship by completing the Free Application for Federal Student Aid (FAFSA). The FAFSA is available at the guidance office or online. Students shall be made aware of all applicable FAFSA deadlines and encouraged to submit applications in a timely manner.

Elementary school counselors shall explain the HOPE Scholarship and its requirements to their students and impress upon them the benefits of making good grades.

## LOTTERY SCHOLARSHIP DAY

Each school year, prior to scheduling courses for the following school year, schools teaching students in grades 8-11 shall conduct a lottery scholarship day for students and their parents.[4]

Legal References

1. TRR/MS 0520-01-03-.02, State Board of Education Policy 3.301; Public Acts of 2022, Chapter No. 1080
2. TCA 49-2-203(b)(7); TCA 49-2-301(b)(1)(H)
3. TCA 49-4-904, 907
4. TCA 49-4-932(f)

Cross References

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

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in August** | **Credit for Prior Courses** | **4.604** | **07/11/22** |
| | | Rescinds: **4.604** | Issued: **02/11/19** |

Students who have successfully completed high school courses for credit prior to ninth grade can receive credit(s) toward graduation. The course content must be based on the appropriate state curriculum standards.

With principal approval, a student may repeat a course taken prior to ninth grade. If a course is repeated, there will be no record of the course taken prior to grade nine on the high school transcript.

For grade level cohorts graduating prior to 2027, the high school transcript will indicate that the course was passed, but the course will not be included in the calculation of the GPA.

Beginning with the Class of 2027, courses taken for high school credit prior to ninth grade will be included in the calculation of the GPA.

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in September** | **Employment of Retirees** | **5.119** | **07/11/22** |
| | | Rescinds: | Issued: |

*General*

The Director of Schools may hire a retired individual if certain conditions are met as provided for in state law. *The salary paid to a retired individual employed in a certified position will be equal to the rate of compensation set by the Board for teachers with no experience filling similar positions.*

## EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS

Teachers who retire under the Tennessee Consolidated Retirement System (TCRS) may be employed for up to one hundred twenty (120) days per year without loss of retirement benefits. Retired teachers may substitute teach for additional days if the Director of Schools certifies in writing to the Division of Retirement that no other qualified personnel are available to substitute teach.[1]

## EMPLOYMENT CONTRACTS FOR ONE YEAR

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

1. The Director of Schools of the employing district shall certify in writing that no other qualified individuals are available to fill the position;

2. The Commissioner of Education shall certify that the employing school district serves an area that lacks qualified teachers to serve in the position to be filled;

3. The retired teacher shall hold a valid license and shall not be entitled to tenure status;

4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or receive medical insurance coverage; and

5. The salary paid to the retired teacher shall not be more than eighty-five percent (85%) of the rate of compensation set by the Board for teachers with comparable training and years of experience filling similar positions.

## ADDITIONAL EMPLOYMENT OPTION FOR RETIREES[3]

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

1. The retired member has been retired for at least sixty (60) calendar days;

2. The retirement benefit payable to the retired member is reduced to seventy percent (70%) of the retirement allowance;

3. The retired member's employment can't be longer than a one (1) year period; however, the retired member can be reemployed for additional one (1) year periods;

4. The retired member is not drawing disability retirement benefits; and

5. The retired member can't accrue additional retirement benefits.

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

Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state law. The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five percent (5%) of the retired member's pay rate.

Legal References

1. TCA 8-36-805
2. TCA 8-36-821
3. Public Acts of 2022, Chapter No. 821

Cross References

Application and Employment 5.106
Substitute Teachers 5.701

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in September** | **Separation Practices for Tenured Teachers** | **5.200** | **07/11/22** |
| | | Rescinds: **5.200** | Issued: **08/09/21** |

## SUSPENSION PENDING AN INVESTIGATION[1]

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

## SUSPENSION OF THREE DAYS OR LESS[2,3]

The Director of Schools or his/her designee may suspend a teacher for incompetence, inefficiency, neglect of duty, unprofessional conduct, and insubordination. Before an employee is suspended, he/she shall be: (1) provided with written notice, including the reasons for the suspension along with an explanation of the evidence; (2) given an opportunity to respond to the Director of Schools at a conference, if requested within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties may be represented by counsel at the conference, which shall be recorded.

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

## DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS[4]

When a tenured teacher is charged with offenses that may justify dismissal or a suspension greater than three (3) days, the charges shall be made in writing, specifically stating the offenses that are charged, and shall be signed by the party or parties making the charges.

If, in the opinion of the Board, the charges are of such nature as to warrant the dismissal or a suspension greater than three (3) days of the teacher, the Director of Schools shall give the teacher a written notice of this decision, a copy of the charges against the teacher, and a copy of a form provided by the Commissioner of Education advising the teacher of his/her legal duties, rights, and recourse.

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

The Director of Schools shall, within five (5) days after receipt of request, assign a hearing officer from the list maintained by the Board.

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

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

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

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

## RESIGNATION

A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date of the resignation. A teacher who fails to give such notice, in the absence of justifiable extenuating circumstances, shall forfeit all tenure status. The Board may waive the thirty (30) days' notice requirement and permit a teacher to resign in good standing.[5]

The conditions under which it is permissible to break a contract with the Board are as follows:[6]

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement of a physician approved by the Board; or

2. The release by the Board of the teacher from the contract that the teacher has entered into with the Board.

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

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

## RETIREMENT

Retirement shall mean a termination of services under conditions that will allow the employee to draw benefits from retirement plans and/or Social Security benefits. Employees eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system.

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

Employees who retire under TCRS may be eligible to continue as a member of the group plan for medical insurance under the conditions set forth in the Maryville City Schools Retirement Health Care Plan.

~~Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss of retirement benefits.~~

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b)

Cross References

Public Hearings 1.401
Recommendations and File Transfers 5.203

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in September** | **Separation Practices for Non-Tenured Teachers** | **5.201** | **07/11/22** |
| | | Rescinds: **5.201** | Issued: **08/09/21** |

## SUSPENSION PENDING AN INVESTIGATION[1]

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

## SUSPENSION OF THREE DAYS OR LESS[2]

A Director of Schools or his/her designee may suspend a teacher for incompetence, inefficiency, neglect of duty, unprofessional conduct, and insubordination. Before an employee is suspended, he/she shall be: (1) provided with written notice, including the reasons for the suspension along with an explanation of the evidence; (2) given an opportunity to respond to the Director at a recorded conference, if requested within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties may be represented by counsel at the conference, which shall be recorded.

Under no circumstances shall a Director of Schools suspend a non-tenured teacher with pay. If reinstated, the non-tenured teacher shall be paid full salary for the period of suspension, unless suspension without pay is deemed to be an appropriate penalty.

## DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS[2]

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

The Director of Schools shall give the non-tenured teacher an opportunity for a full and complete hearing before an impartial hearing officer.

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

1. Be represented by counsel;
2. Call and subpoena witnesses;
3. Examine all witnesses; and
4. Require that all testimony be given under oath.

Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the affected employee within ten (10) working days following the close of the hearing. The employee may appeal the decision to the Board within ten (10) working days of the hearing officer rendering the written decision to the employee. Written notice of appeal to the Board shall be given to the Director of Schools. Within twenty (20) days of receipt of notice, the Director of Schools shall prepare a copy of the proceedings, transcript, documentary, and other evidence presented and provide the Board a copy of the same.

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

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

1. Sustain the decision;

2. Send the record back if additional evidence is necessary; or

3. Revise the penalty or reverse the decision.

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

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

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

## NONRENEWAL

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

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

The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their contract period. Written notice of non-renewal shall be sent to the teacher by certified mail or overnight carrier, or by email within five (5) business days following the last instructional day for the school year.[3] If the reason for nonrenewal is due only to a loss of funding for the position, then the notice shall include a statement listing it as the cause for nonrenewal.[4]

## RESIGNATION

A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date of the resignation.[5] The Board may waive the thirty (30) days-notice requirement and permit a teacher to resign in good standing.

The conditions under which it is permissible to break a contract with the Board are as follows:[6]

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement of a physician approved by the Board; and

2. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.

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

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

## RETIREMENT

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

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

Teachers who retire under TCRS may be eligible to continue as a member of the group plan for medical insurance under the conditions set forth in the Maryville City Schools Retirement Health Care Plan.

~~Teachers who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss of retirement benefits.~~

*(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this policy.)*

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE); TCA 49-5-512
3. TCA 49-5-409
4. Public Acts of 2022, Chapter No, 678
5. TCA 49-5-508
6. TCA 49-5-411(a)
7. TCA 49-5-706
8. TCA 49-5-411(b)

Cross References

Public Hearings 1.401
Recommendations and File Transfers 5.203

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in September** | **Complaints and Grievances** | **5.501** | **02/11/19** |
| | | Rescinds: **8.22** | Issued: **02/13/18** |

## EMPLOYMENT-RELATED COMPLAINTS/GRIEVANCES

The Board believes that differences of opinions arising in the course of employment should be resolved as quickly as possible and at the lowest supervisory level.

In instances of questions by an individual staff member concerning the interpretation of policies and procedures to that staff member, administrative practices within the staff member's particular school, and relationships with other employees, the staff member concerned must consult the administrative or supervisory personnel to whom they are responsible. If a satisfactory resolution of the problem cannot be reached after ample opportunity for consideration of the matter, the staff member concerned may discuss the matter with the next level of supervision up to and including the Director of Schools.

In instances where an individual staff member feels, for personal reasons, that they cannot discuss a problem with their immediate superior, the staff member may take the problem directly to the Director of Schools. After review of the case, the Director of Schools shall take action as they deem appropriate and within a prompt, reasonable time shall notify all parties concerned of their decision.

## HARASSMENT/DISCRIMINATION GRIEVANCES

Employees should notify any district complaint manager if they believe the Board, district employees or agents have violated their rights guaranteed by the state or federal constitution, state or federal statute, or board policy including: [1,2,3]

1. Age Discrimination Employment Act[1]
2. Title II of the Americans with Disabilities Act [4]
3. Title IX of the Education Amendments of 1972 [5]
4. Section 504 of the Rehabilitation Act of 1973 [6]
5. Claims of sexual harassment under Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972 [7,5]

The complaint manager will endeavor to respond and resolve complaints without resorting to this grievance procedure, and if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies.

1. Filing a Complaint — An employee who wishes to avail themselves to this grievance procedure may do so by filing a complaint with any district complaint manager. The employee may request

a complaint manager of the same sex. The complaint manager may assist the employee in filing a grievance.

2. Investigation — The complaint manager will investigate the complaint or appoint a qualified person to undertake the investigation on their behalf. The complaint and identity of the complainant will not be disclosed except (1) as required by law or this policy; or (2) as necessary to fully investigate the complaint; or (3) as authorized by the complainant. The complaint manager shall file a written report within ten (10) days of the filing of the grievance of his or her findings with the Director of Schools. If a complaint of sexual harassment contains allegations involving the Director of Schools, the written report shall be filed with the Board.

3. Decision and Appeal — After receipt of the complaint manager's report, the Director of Schools shall render a written decision within five (5) days of the receipt of the report that shall be provided to the employee. If the employee is not satisfied with the decision, the employee may appeal the decision to the Board by making a written request to the complaint manager. The complaint manager shall be responsible for promptly forwarding all materials relative to the complaint and appeal to the Board. Thereafter, the Board shall render within thirty (30) days from the date the appeal was received, review the report and affirm, overrule or modify the decision, and render a written finding that shall be provided to the complainant. This grievance procedure shall not be construed to create an independent right to a board hearing.

## APPOINTING COMPLAINT MANAGERS

The Director of Schools shall appoint at least two complaint managers, one of each gender. The Federal Rights Coordinator may be appointed as a complaint manager. The Director of Schools shall insert into this policy the names, addresses and telephone numbers of current complaint managers.

Melanie Davidson
Special Education Director
833 Lawrence Avenue
Maryville, TN 37803
865-982-7121

Derek Hunt
School Operations Coordinator
833 Lawrence Avenue
Maryville, TN 37803
865-982-7121

Legal References

1. Age Discrimination Employment Act, 29 USCA § 621 et seq.
2. Equal Pay Act, 29 USCA § 206(d)
3. Immigration Reform and Control Act, 8 USCA § 1324a et seq.
4. Americans with Disabilities Act, 42 USCA § 12101 et seq.
5. Title IX of the Education Amendments, 20 USCA § 1681 et seq.
6. Rehabilitation Act, 29 USCA § 791 et seq.
7. Title VII of Civil Rights Act, 42 USCA § 2000e et seq.

Cross References

Appeals to and Appearances Before the Board 1.404
Section 504 and ADA Grievance Procedures 1.802
Equal Opportunity Employment 5.104
Discrimination/Harassment of Employees 5.500

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in September** | **Substitute Teachers** | **5.701** | **07/11/22** |
| | | Rescinds: **5.701** | Issued: **02/11/19** |

Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies.[1,2] Compensation of substitute teachers shall be determined annually by the Board. Retired teachers serving as substitutes who do not have an active teaching license shall be paid the same as a retired substitute teacher with an active teaching license. This only applies to teachers who retired after July 1, 2011 through July 1, 2016.[5]

## APPLICATION/QUALIFICATIONS

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

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

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

A list of substitute teachers will be prepared by the Director of Schools who will maintain files which may include transcripts, credentials, recommendations, and other pertinent information.

## CERTIFICATION

When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a substitute teacher must possess a teaching certificate with endorsement in the discipline(s) to be taught.[6]

## EMERGENCY NEEDS

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

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

## TRAINING AND ORIENTATION

The Director of Schools shall be responsible for ensuring that there are appropriate training and development programs for substitute teachers.

## RESPONSIBILITIES

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

## RE-EMPLOYMENT/TERMINATION

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

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Legal References

1. TRR/MS 0520-01-02-.04(5)
2. TCA 49-5-709
3. TCA 49-5-413(a)(2)
4. TCA 49-2-203(a)(14)
5. TCA 49-3-312(b)
6. TCA 49-3-312(a); TRR/MS 0520-01-02-.04(5)(b)

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in October** | **Attendance** | **6.200** | **07/11/22** |
| | | Rescinds: **6.200** | Issued: **08/09/21** |

*General*

Attendance is a key factor in student achievement, and therefore, students are expected to be present each day school is in session. The Director of Schools/designee shall develop appropriate administrative procedures to implement this policy.

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

1. All accounting and reporting procedures and their dissemination;
2. Alternative program options for students who severely fail to meet minimum attendance requirements; and
3. Ensuring that all school age children attend school;

The principal shall be responsible for ensuring that:[6]

1. Attendance is checked and reported daily for each class;
2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent for the majority of the day;
3. All student absences are verified;
4. Written excuses are submitted for absences and tardiness;
5. System-wide procedures for accounting and reporting are followed;
6. Providing documentation of enrollment status upon request for students applying for new or reinstatement of driver's permit or license; and
7. Notifying the Department of Safety whenever a student with a driver's permit or license withdraws from school.[2]

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

The educational program offered by this District is predicated upon the presence of the student and requires continuity of instruction and classroom participation. Attendance shall be required of all students enrolled in the schools during the days and hours that the school is in session or during the attendance sessions to which she/he has been assigned.

The Director of Schools/designee shall require, from the parent of each student of compulsory school age or from an adult student who has been absent from school or from class for any reason, a written statement of the cause for such absence within three (3) days of returning to school. The Board of Education reserves the right to verify such statements and to investigate the cause of each single absence or prolonged absence.

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.

Absences shall be classified as either excused or unexcused as determined by the principal/designee. Excused absences shall include:[4]

1. Personal illness/injury;
2. Illness of immediate family member;
3. Death in the family;
4. Religious observances;[5]
5. Pregnancy;
6. School-endorsed activities;
7. Summons, subpoena, or court order; or
8. Extenuating circumstances approved by the principal on a case-by-case basis.

## TRUANCY

*General*

Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled school day in order to be counted present. Students may attend part-time days, alternating days, or for a specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be considered present for school attendance purposes. If a student is required to participate in a remedial instruction program outside of the regular school day where there is no cost to the parent(s)/guardian(s) and the school system provides transportation, unexcused absences from these programs shall be reported in the same manner.[7]

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

*Progressive Truancy Plan*[8]

Tier I of the progressive truancy plan shall apply to all students within the district and include schoolwide prevention-oriented supports to assist with satisfactory attendance. These supports shall include, but are not limited to, communication of attendance policy, automated and manual calls to parent/guardian after each absence, and the allowance of ten (10) excused absences with parental notes.

Prior to referral to juvenile court, the following progressive truancy intervention plan will be implemented.

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

1. A conference with the student and the student's parent(s)/guardian(s);

2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s), and an attendance supervisor or designee. 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; 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.

4. A school employee shall conduct an individualized assessment detailing the reasons a student has been absent from school. The employee may refer the student to counseling, community-based services, or other services to address the student's attendance problems.

Tier III shall be implemented if the truancy interventions under Tier II are unsuccessful. Tier III shall consist of one or more of the following interventions: School-based community services; participation in a school-based restorative justice program; referral to a school-based teen court; Saturday or after-school courses designed to improve attendance and behavior. The interventions shall address students' needs in an age-appropriate manner. Finalized plans shall be approved by the Director of Schools/designee.

## MILITARY SERVICE OF PARENT/GUARDIAN

School principals shall provide students with a one-day excused absence prior to the deployment of and a one-day excused absence upon the return of a parent or custodian serving active military service.

Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a parent/guardian during a deployment cycle. The student shall provide documentation to the school as proof of his/her parent's/guardian's deployment. Students shall be permitted to make up schoolwork missed during these absences.[9]

## STATE-MANDATED ASSESSMENT

Students who are absent the day of the scheduled TCAP assessment 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. For courses with a state EOC exam, excused students will receive an incomplete in the course until they have taken the EOC exam.

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

## DRIVER'S LICENSE REVOCATION[2]

A student who has more than ten (10) consecutive or fifteen (15) unexcused absences during any semester shall be ineligible to retain a driver's permit or license.

~~In order to qualify for reclaiming a driver's permit or license, the student shall return to school and make a passing grade in at least three (3) full unit subjects or their equivalency at the conclusion of a subsequent grading period or become eighteen (18) years of age.~~

## ATTENDANCE HEARING[10]

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

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

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

Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c); Public Acts of 2022, Chapter No. 878
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5); State Board of Education Policy 4.100
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3021
8. TCA 49-6-3007; TCA 49-6-3009
9. TCA 49-6-3019
10. TRR/MS 0520-01-02-.17(7)

Cross References

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

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in March** | **Admission of Suspended, Expelled, or Remanded Students** | **6.318** | **07/11/22** |
| | | Rescinds: **6.318** | Issued: **05/13/19** |

The Board may deny admission of any student (except those in state custody) who has been expelled, suspended, or remanded from another school system in Tennessee or another state even though the student has established residency in the system in which he/she seeks enrollment.

After a request for enrollment is made, the Director of Schools shall investigate the facts surrounding the suspension/expulsion/remandment from the former school system and make a recommendation to the Board to approve or deny the request. If approved for enrollment, the Director of Schools shall determine the school assignment.

The Board shall not deny enrollment beyond the length of the imposed suspension, expulsion, or remandment.

~~If the action of the Board is to deny admission, the Director of Schools shall, on behalf of the Board, notify the Commissioner of Education of the decision.~~

A student may be dismissed if it is determined subsequent to the enrollment that the student has been suspended, expelled, or remanded from the former school system.[1]

Legal References

1. TCA 49-6-3401(f); 20 USCA § 1232g(b)(4), (h)

Cross References

School Admissions 6.203
Student Records 6.600

# Maryville City Board of Education

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Biennially, in October** | **Reporting Child Abuse** | **6.409** | **07/11/22** |
| | | Rescinds: **6.409** | Issued: **12/14/20** |

*General*

The Director of Schools shall:[1]

1. Designate one employee as the Child Abuse Coordinator (the Coordinator) and an additional employee to serve as the Alternate Child Abuse Coordinator (the Alternate) for each school;

2. Require that the Coordinator and the Alternate receive appropriate training;

3. Supply the Coordinator with all necessary resources;

4. *Ensure that all school employees working directly with students annually complete the child abuse training program required by state law.*[2]

The Coordinator shall assist any employee with appropriately reporting and responding to instances of child abuse or child sexual abuse.

## REPORTING

All personnel shall be alert for any evidence of child abuse, sexual abuse, or neglect.[3] If personnel know or have reasonable cause to suspect child abuse, sexual abuse, or neglect, a report shall be filed immediately with the Coordinator, the Department of Children's Services (DCS), and law enforcement.[4] When alleged abuse involves someone employed by, previously employed by, or otherwise affiliated with the school, the report may be made directly to the DCS and law enforcement prior to notifying the Coordinator.[5]

The report shall include, to the extent known by the reporter:[6]

1. The name, address, telephone number, and age of the child;

2. The name, telephone number, and address of the parents or persons having custody of the child;

3. The nature and extent of the abuse or neglect; and

4. Any evidence to the cause or any other information that may relate to the cause or extent of the abuse or neglect.

## *CONFIDENTIALITY*

District employees shall keep all information regarding any child abuse confidential in accordance with state law.

## INVESTIGATIONS

School administrators and employees have a duty to cooperate, provide assistance, and information in child abuse investigations[6] including permitting *DCS* teams to conduct interviews while the child is at school. The principal may control the time, place, and circumstances of the interview but may not insist that a school employee be present even if the suspected abuser is a school employee or another student. The principal is not in violation of any laws by failing to inform parent(s)/guardian(s) that the child is to be interviewed even if the suspected abuser is not a member of the child's household.[8]

Legal References

1. TCA 49-6-1601
2. TCA 37-1-408; Public Acts of 2022, Chapter No. 841
3. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605(a)(4)
4. TCA 37-1-403(a)(2); TCA 49-6-1601
5. Public Acts of 2022, Chapter No. 781
6. TCA 37-1-403(b)
7. TCA 37-1-611(b)
8. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

Cross References

Recommendations and File Transfers 5.203
Staff-Student Relations 5.610
Interrogations and Searches 6.303
Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304
Title IX & Sexual Harassment 6.3041

Maryville City Schools

| | |
|---|---|
| Bid/RFP Title | Cafeteria Serving Lines @ FH/MRIS |
| Bid Opening Data | Date/Time 6/9/2022 13:30 - 2:30 PM |
| Location | Maryville City Schools Central Office, 833 Lawrence Ave, Maryville, TN 37803 |

| Company | Bid Proposal | Pricing Proposal | Remarks |
|---|---|---|---|
| Mobile Fixture | FH/MRIS | $163,506.20 | |
| KaTom | FH/MRIS | $170,083.36 | |
| | | | |
| | | | |
| | | | |

SFA Personnel: Tammy Hooper

Witness:

Witness:

Vendor Personnel Present at Bid Opening

| NAME | COMPANY |
|---|---|
| | |
| | |
| | |

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To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

**mail:**

**U.S. Department of Agriculture**