

Collierville Schools Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Fiscal Management Goals	Descriptor Code: 2.100	Issued Date:
		Rescinds:	Issued:

1 *General*

2
3 The Board shall practice sound fiscal management procedures which guarantee maximum use of all
4 resources provided. The Board assumes responsibility, within its financial capabilities, for providing
5 at public expense all items of equipment, supplies and services that may be required in the interest of
6 education in the schools under its jurisdiction.¹

7
8 In fiscal management, the Board seeks to achieve the following goals:

- 9
- 10 1. To engage in advance planning, with broad-based staff and community involvement;
 - 11 2. To establish levels of funding which will provide quality education for the system's students;
 - 12 3. To use the available techniques for budget development and management;
 - 13 4. To provide timely and appropriate information to all staff with fiscal management responsibilities; and
 - 14 5. To establish efficient procedures for accounting, reporting, purchasing and delivery, payroll, pay-
15 ment of vendors and contractors, and all other areas of fiscal management.
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37 Legal Reference:

- 38 1. TCA 49-3-314 (C)(1); *Tennessee Internal School Uniform Accounting Policy Manual*; Section 4-23
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Collierville Schools Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Annual Operating Budget	Descriptor Code: 2.200	Issued Date:
		Rescinds:	Issued:

1 All school system budgets shall be prepared and function on a fiscal year beginning July 1 and ending
2 June 30 of the following year.

3 **PREPARATION PROCEDURES**

4 Budget proposals shall be balanced, consistent with board policies, and recognize contractual obligations
5 and shall include provisions for:

- 6 • Programs to meet the needs of the entire student body
- 7 • Staffing arrangements adequate for proposed programs
- 8 • Maintenance of the district's equipment and facilities
- 9 • Efficiency and economy ¹

10 Budget preparation shall be the responsibility of the director of schools. The director of schools will
11 establish procedures for the involvement of staff, including requests from department heads and princi-
12 pals, all of whom shall seek advice and suggestions from other staff and faculty members.

13 To assist with the planning and preparation of the budget, the director of schools and board chairman
14 shall annually establish a budget calendar. The calendar shall be used as a guide for coordinating the
15 budgetary activities of individuals and groups, collecting budget data, reviewing budget problems, and
16 making budget decisions.

17 **PUBLIC AWARENESS**

18 The proposed budget will be available for inspection by various interested citizens or groups in the of-
19 fice of the director of schools. Following the adoption by the board, the budget shall be placed on the
20 school system's website and updated as needed throughout the budgetary process.

21 **FINAL ADOPTION PROCEDURE**

22 The Board shall adopt a budget and submit it to the Board of Mayor and Alderman no later than forty-
23 five (45) days prior to the actual date the budget is to be adopted by the Board of Mayor and Alderman.²

24 The director of schools shall file with the Commissioner of Education a copy of the budget within ten
25 (10) days after its adoption.³

26 Legal References:

- 27 1. *Tennessee Internal School Uniform*
- 28 *Accounting Policy Manual*; Section 4-19
- 29 2. TCA 6-36-110, TCA 49-2-203(a)(10)
- 30 3. TCA 49-2-301(b)(Z); TRR/MS 0520-1-2-.13(2)(a)

31 Cross Reference:

32 Executive Committee 1.301

Collierville Schools Board of Education

Monitoring:

**Review: Annually,
in January**

Descriptor Term:

Line Item Transfer Authority

Descriptor Code:

2.201

Issued Date:

Rescinds:

Issued:

1 *Central Office*

2
3 Line-item transfers within major categories shall be made upon the recommendation of the director of
4 schools and approval by the Board.

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6 Transfer between major budget categories shall be made with the approval of the Board and Board of
7 Mayor and Alderman.¹

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Legal Reference:

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37 1. OP Tenn. Atty. Gen. 83-464 (Oct 26, 1983)

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Collierville Schools Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Comparability of Services	Descriptor Code: 2.300	Issued Date:
		Rescinds:	Issued:

1 In order to ensure comparability of services¹ from local and state funds in all of its schools, the Board
2 shall ensure that:

- 3
- 4 1. A systemwide salary schedule is adopted annually;
 - 5
 - 6 2. Teachers, principals, and support personnel are assigned to schools on an equivalent basis according
7 to grade levels and need; and
 - 8
 - 9 3. Curriculum materials and instructional supplies are provided to schools on an equivalent basis
10 according to grade levels and need.
 - 11

12 The superintendent shall develop procedures to ensure compliance with this policy and state and federal
13 requirements regarding the comparability of services.

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35 Legal Reference:

- 36 1. No Child Left Behind, Section 1120A
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Collierville Schools Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: <h2 style="text-align: center;">Revenues</h2>	Descriptor Code: 2.400	Issued Date:
		Rescinds:	Issued:

1 *General*

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3 Any money collected by any school shall be documented by a written receipt.

4
5 The schools may receive funds collected from activities and for events held at or in connection with the
6 school, including contracts with other schools for interschool events. To be included in this accounting
7 are all monies collected from lunch rooms, athletics, entertainments, school clubs, fees, concessions and
8 all fund raising activities. Each principal shall determine the reconciliation method to be used for all
9 events which require a ticket.¹

10
11 The purchase of items intended for resale for profit through the schools shall be subject to sales tax
12 based on the purchase price to the vendor providing the service or item. Resale items not intended to
13 generate a profit shall be determined by the principal.²

14
15 **FEES**

16
17 School fees are to be kept to a minimum and may be expended only for the purposes for which they
18 were collected. The school shall not require any student to pay a fee to the school for any purpose,
19 except as authorized by the Board. No fees shall be required of any student as a condition to attend the
20 school or use its equipment.³ School fees shall be waived for students who receive free or reduced-price
21 lunches.⁴ No student will be penalized for nonpayment of any materials fee.

22
23 **FINES**

24
25 A student will be held responsible for the cost of replacing any materials or property which the student
26 loses or damages,⁵ including textbooks, library books, equipment and buildings. All money collected
27 as fines shall be placed in the system-wide school fund.

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29 **TUITION INCOME**

30
31 Tuition collected from nonresident students shall be placed in the system-wide school fund.

32
33 **RENTAL INCOME**

34
35 The Central Office will collect all money received for use of a particular school facility or other school
36 property.

37
38 **GRANTS**

39
40 Grants for educational purposes made available by the state and/or federal government may be sought
41 by the school system but only when the conditions of their availability are in harmony with the purposes

and policies of the Board and the laws of the state and county. Principals may apply for and receive grants, but funds must be recorded in a separate restricted fund account.⁶

If the grant is accepted, the Board will attempt to honor the wishes of the donor and maintain public trust.

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Legal References:

- 1. TCA 49-2-110(a)
- 2. TCA 67-6-102 (77)(A)
- 3. TCA 49-6-3001(a) ; TCA 49-2-110(b)
- 4. TCA 49-2-114
- 5. TCA 37-10-101; 102
- 6. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 4-31

Cross References:

- Student Activity Fund Management 2.900
- Nonresident Students 6.204
- Student Solicitations/Fund-Raising 6.701
- Student Fees and Fines 6.709

Collierville Schools Board of Education

Monitoring:

Descriptor Term:

Descriptor Code:

Issued Date:

**Review: Annually,
in January**

Gifts and Bequests

2.401

Rescinds:

Issued:

General

The superintendent is authorized to accept gifts to the school system and may designate others to accept gifts for particular schools on behalf of the Board.¹ The Board will officially express appreciation to the donor and all major gifts shall be reported to the Board and publicly announced.

In instances where the director of schools or his/her designee doubts the appropriateness or usefulness of an offered gift, the gift may be declined or the matter referred to the Board.

In accepting gifts and donations, the following guidelines shall be followed:

1. Unless otherwise expressly specified in writing, all property contributed, given, or otherwise placed on school premises shall for all intents and purposes be a gift and shall become school system property subject to the same controls and regulations that govern the use of other school-owned property.
2. Contributions of equipment or services that may involve major costs for installation, maintenance, or initial or continuing financial commitments from school funds shall be presented by the director of schools' office for Board consideration and approval.
3. Individuals or organizations wanting to contribute supplies or equipment shall consult with school officials about the feasibility of accepting such contributions.
4. A list of supplies and equipment which have been contributed shall be reported to the Board by the superintendent's office annually.

Legal Reference:

1. TCA 49-6-2006(a)

Cross References:

Staff Conflict of Interest 5.601
Staff Gifts and Solicitations 5.605
Student Gifts 6.710

Collierville Schools Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Investment Earnings	Descriptor Code: 2.402	Issued Date:
		Rescinds:	Issued:

1 *Individual Schools*

2
3 Interest earned on general fund accounts shall be credited to general fund revenue. Interest earned on
4 restricted fund accounts shall be credited to revenue in each restricted account.

5
6 School food service funds shall be kept separate from other school funds and interest earned on food
7 service fund deposits shall be credited to food service revenue.

8
9 All funds shall be deposited into accounts fully protected by sufficient collateral.

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11 Reports of the investments shall be made to the Board semi-annually.

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Cross References:

Food Service Management 3.500

Collierville Schools Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Surplus Property Sales	Descriptor Code: 2.403	Issued Date:
		Rescinds:	Issued:

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

3
4 All unusable items shall be sold to the highest bidder after advertising in a newspaper of general circu-
5 lation at least seven (7) days prior to the sale.

6
7 Surplus property which has no value or has a value of less than two hundred fifty dollars (\$250) may
8 be disposed of without the necessity of bids. In order for such disposal without bids, the principal of
9 the school with the surplus property, the Superintendent, and the Chairman of the Board of Education
10 must all agree in written form that the property is of no value or is of less value than two hundred fifty
11 dollars (\$250).

12
13 If reasonable attempts to dispose of surplus properties fail to produce monetary return to the system, the
14 Board shall approve other methods of disposal.¹

15
16 Surplus Equipment - Equipment will be auctioned off by the district at the end of the school year. The
17 Board must approve all surplus equipment prior to the materials being disposed of at the end of the
18 school year.

19 20 **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS²**

21
22 When equipment that was purchased with federal dollars is no longer needed for the original project or
23 program or for other activities currently or previously supported by a federal agency, disposition of the
24 equipment shall be made as follows:

25
26 (1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained,
27 sold or otherwise disposed of with no further obligation to the awarding agency.

28
29 (2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained
30 or sold and the awarding agency shall have a right to an amount calculated by multiplying the current
31 market value or proceeds from sale by the awarding agency's share of the equipment.

32 33 34 35 Legal References:

- 36
37 1. TCA49-6-2006; TCA 49-6-2007; TCA 49-6-2208; TCA 12-2-403(a)(1)-(4)
38 2. EDGAR Title 34, Part 80.32(e)(1)-(2)

Cross References:

39
40 Inventories 2.702
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Collierville Schools Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: School Support Organizations	Descriptor Code: 2.404	Issued Date:
		Rescinds:	Issued:

1 INTRODUCTION

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3 Only a group or organization that has entered into a written cooperative agreement with the Board may
4 use the name, mascot or logo of a school or the school district to solicit or raise money, materials,
5 property, securities, services, or other things of value.¹

6
7 A civic organization operating concessions or parking at school-sponsored events is not a school support
8 organization subject to this policy.

9 10 REPORTING AND RECORDS

11
12 The superintendent or designee shall annually post a list of organizations that are recognized as school
13 support organizations on the school district's web site.

14
15 Any forms, annual reports, or financial statements submitted shall be open to public inspection as a
16 public record.

17 18 PROCEDURES

19
20 The superintendent shall create procedures to oversee the relationship between the Board and any school
21 support organization. These procedures shall include, at a minimum, the following:

- 22
- 23 1. Any agreement between the Board and a school support organization shall be in writing and signed
24 by the superintendent or designee and an authorized agent of the school support organization
25 seeking authorization. This agreement shall contain, at a minimum, the following provisions:
26
 - 27 a. An agreement to abide by any policies and procedures regarding school support organizations;
28 and,
 - 29 b. An agreement to indemnify the Board, the superintendent and all other agents of the local
30 education agency for the actions of the school support organization.
 - 31 2. Prior to entering into any agreement, a school support organization shall submit the following
32 to the superintendent or designee:
33
 - 34 a. Documentation confirming the school support organization's status as a nonprofit organiza-
35 tion, foundation, or a chartered member of a nonprofit organization or foundation;
 - 36 b. A written statement of the goals and objectives of the group or organization;
 - 37 c. The principal contact telephone and address, as well as the telephone number, address, and
38 position of each officer of the group or organization; and,
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2 d. A copy of the school support organization's written policy specifying reasonable procedures
3 for accounting, controlling, and safeguarding any money, materials, property, securities, ser-
4 vices, or other things of value collected or disbursed by it.
5
- 6 3. The superintendent shall designate a date prior to the beginning of the regular school year for
7 the school support organization to submit a form to the superintendent or designee which veri-
8 fies the information previously provided by the school support organization is correct or, if the
9 information is no longer correct, that date shall be the deadline for any corrections.
10
- 11 4. The school support organization shall abide by all applicable Federal, State and local laws, or-
12 dinances and regulations in its activities.
13
- 14 5. The school support organization shall maintain a copy of its charter, bylaws, minutes, and docu-
15 mentation of its recognition as a nonprofit organization.
16
- 17 6. The school support organization shall maintain financial records for a period of at least four (4)
18 years.
19
- 20 7. The school support organization shall operate within the applicable standards and guidelines set
21 by a related state association, if applicable, and shall not promote, encourage or acquiesce in
22 any violation of student or team eligibility requirements, conduct codes or sportsmanship stan-
23 dards.
24
- 25 8. The school support organization's officers shall ensure that school support organization funds
26 are safeguarded and are spent only for purposes related to the stated goals and objectives of the
27 organization.
28
- 29 9. The school support organization shall obtain the approval of the superintendent or designee
30 before undertaking any fundraising activity. The superintendent or designee shall consider, at a
31 minimum, the following when approving or denying a request by a school support organization
32 to engage in a fundraising activity:
33
- 34 a. Whether the fundraising activity, as scheduled, conflicts with the fundraising activity of the
35 school district or an individual school within that district; and,
36
- 37 b. Whether the fundraising activity is consistent with the goals and mission of the school or
38 school district.
39
- 40 10. The school support organization shall provide access to all books, records, and bank account
41 information for the school support organization to officials of the local school board, local school
42 principal, or auditors of the office of the comptroller of the treasury upon request.
43
- 44 11. A school representative cannot act as a treasurer or bookkeeper for a school support organiza-
45 tion, or be a signatory on the checks for a school support organization. A majority of the voting
46 members of any school support organization board should not be composed of school representa-
47 tives.
48

1 The superintendent may enact procedures to suspend or revoke the authorization of any school support
2 organization for a failure to abide by the policies and procedures regarding school support organizations.
3

4 **OPERATION OF A SCHOOL BOOKSTORE**
5

6 The principal of a school may enter into an agreement with a recognized school support organization
7 for the operation of a bookstore located on school grounds, which makes direct sales to students and
8 faculty, pursuant to procedures promulgated by the director. These procedures shall provide, at a mini-
9 mum, the following:

- 10
- 11 1. One hundred percent (100%) of the profits of the operation of the bookstore are used for support
12 of the school; and
13
 - 14 2. The school support organization provides the school with the relevant collection documentation
15 that would have been required pursuant to the provisions of the manual produced under § 49-2-
16 110 for student activity funds.
17

18 The superintendent may provide such other procedures and forms as he or she deems necessary.
19

20 **CONCESSIONS AND PARKING**
21

22 The principal of a school may agree to allow an authorized school support organization to operate and
23 collect money for a concession stand or parking at a related school academic, arts, athletic, or social event
24 on school property without the prior approval of the superintendent or designee. Any money payable to
25 the school pursuant to the agreement with the principal will be considered school support group funds
26 and not student activity funds if the school support organization provides the school with the relevant
27 collection documentation required by the student activity funds manual produced by the State.
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Legal Reference:

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- 45 1. Tenn. Code Ann. § 49-2-601, et seq.
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Collierville Schools Board of Education

Monitoring:

**Review: Annually,
in January**

Descriptor Term:

Deposit of Funds

Descriptor Code:

2.500

Issued Date:

Rescinds:

Issued:

Central Office

All income payable to the Board will be deposited in a banking institution and will be credited to the appropriate account.

Individual Schools

All money collected at the building level must be cleared through the principal's office.

The principal shall deposit funds daily if possible, but no later than three (3) days after being received.¹ Deposit slips must be completed in duplicate. All checks should be listed individually on the deposit slip or an attached list, itemizing the name of the payer and the amount. The receipt numbers comprising the deposit should be written on the deposit slip. The validated duplicate deposit slip or the duplicate deposit slip with deposit receipt attached should be given to the bookkeeper.

Monies collected at the building level must be deposited to one of three bank accounts:²

1. General School Fund/Restricted Accounts;
2. School Food Service; and
3. Savings.

Legal References:

1. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 4-22; Section 6-2
2. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 4-2; Section 6-1

Collierville Schools Board of Education

Monitoring:

**Review: Annually,
in January**

Descriptor Term:

Bonded Employees

Descriptor Code:

2.600

Issued Date:

Rescinds:

Issued:

1 *General*

2
3 The superintendent and all other employees who handle school monies shall be bonded in order to in-
4 demnify the school system against the loss of any funds.¹

5
6 The Board shall determine the amount of the bond, giving consideration to the total amount of money
7 and/or property that is handled in each school.²

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36 Legal References:

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38 1. TCA 8-19-101 through 103, TCA 49-2-110(a)(1)
39 2. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-21
40
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Collierville Schools Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Accounting System	Descriptor Code: 2.700	Issued Date:
		Rescinds:	Issued:

1 *Central Office*

2
3 The superintendent shall maintain a system of accounting arranged according to the regulations pre-
4 scribed by the Commissioner of Education that provides a detailed and accurate account of all receipts
5 and disbursements of the schools.¹

6
7 *Individual Schools*

8
9 The principal of each school shall be responsible for the management of all internal accounts under his/
10 her jurisdiction in accordance with the *Tennessee Internal School Uniform Accounting Policy Manual*.²

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31 Legal References:

- 32 1. TCA 49-2-301(b)(1)(D);TCA 49-3-316(a)(1)
33 2. TCA 49-2-110(d)

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41 Cross References:

Petty Cash 2.801
Student Activity Funds Management 2.900

Collierville Schools Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Financial Reports and Records	Descriptor Code: 2.701	Issued Date:
		Rescinds:	Issued:

1 FINANCIAL REPORTS

2 3 *Central Office*

4
5 The Executive Committee shall submit to the Board at each regular board meeting a report of all busi-
6 ness transacted since the last regular meeting.¹

7
8 The superintendent shall deliver a quarterly report indicating all receipts and expenditures to the (*local*
9 *legislative body*).² Each report shall show the amount of the annual appropriation, the amount expended
10 by account to date, the amount encumbered, and the free balance in each account.

11 12 *Individual Schools*

13
14 Each principal shall submit to the superintendent at the end of each calendar month on a prescribed
15 form the receipts, expenditures, and cash balance of all accounts under his jurisdiction. These reports
16 shall be made available to the Board at its request.³

17 18 FINANCIAL RECORDS

19 20 *General*

21
22 The superintendent shall maintain all financial records as required by regulation and applicable state and
23 federal law. The Board, from time to time, may determine to extend the retention time for certain records.⁴

24 25 26 27 28 29 30 31 _____ 32 Legal References:

- 33 1. TCA 49-2-206(5)
- 34 2. TCA 49-2-301(b)(1)(S)
- 35 3. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 3-2; Section 4-26
- 36 4. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 3-4

37 38 39 40 41 _____ Cross Reference:

School Board Records 1.407

Collierville Schools Board of Education

Monitoring:

**Review: Annually,
in January**

Descriptor Term:

Inventories

Descriptor Code:

2.702

Issued Date:

Rescinds:

Issued:

General

The director of schools shall establish an accurate inventory procedure for all school real and personal (e.g., material and equipment) property, and this system shall be implemented at each school and system facility. Administrative personnel shall ensure that a physical count of all such property is taken at the end of each fiscal year, and this inventory shall be properly entered on the appropriate records for accounting purposes.¹

Each school shall maintain a complete inventory with a duplicate maintained in the central office.

EQUIPMENT PROCURED WITH FEDERAL DOLLARS

Property records of equipment purchased with federal dollars must be maintained that include a description of the property; a serial number or other identification number; the source of property; who holds title; the acquisition date; the cost of the property; the percentage of Federal participation in the cost of the property; the location, use and condition of the property; and any ultimate disposition data including the date of disposal and sale price of the property.

A physical inventory of the property must be taken and the results reconciled with the records every year.

The director shall establish procedures that meet all federal requirements, including guidelines for the purchasing, inventorying, security and disposition of all equipment purchased with federal funds.²

Legal Reference:

1. Tennessee Internal School Uniform Accounting Policy Manual;
Section 4-23; Section 4-25
2. EDGAR 34 Subtitle A Part 80.32

Cross References:

Personal Property Sales 2.403
Security 3.205
Equipment & Supplies Management 3.300

Collierville Schools Board of Education

Monitoring:

**Review: Annually,
in January**

Descriptor Term:

Audits

Descriptor Code:

2.703

Issued Date:

Rescinds:

Issued:

General

An audit of all fiscal accounts, including accounts and records of all school student activity funds, shall be made by a certified public accountant following the end of each fiscal year.¹

The superintendent shall furnish or make copies of the audit available to the proper authorities as prescribed by law.²

When an administrative change occurs during the fiscal year and the position is responsible for the expenditure of funds, a special audit of accounts involved shall be conducted.

The special audit shall be as extensive as the Board may determine.

Legal References:

1. TCA 49-2-112(a)(1)(c)(1); TCA 49-2-110(a)
2. TRR/MS 0520-1-2-.13(3)(d)

Cross References:

Student Activity Funds Management 2.900
Student Solicitations/Fund-Raising 6.701

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Collierville Schools Board of Education

Monitoring: Review: Annually in January	Descriptor Term: Expenditure of Funds	Descriptor Code: 2.800	Issued Date:
		Rescinds:	Issued:

1 *Central Office*

2
3 All expenditures shall be approved by the Board or the superintendent when authorized. No expenditures
4 shall be made except on an approved purchase order or contract. Employees of this system shall not create
5 or authorize creation of a deficit in any fund. No expenditure may be authorized or made which exceeds
6 the appropriation of any fund of the budget as adopted or amended, and expenditures or encumbrances
7 will not be authorized, made, or incurred in excess of any fund balance.
8

9 *Individual Schools*

10
11 Internal activity funds shall not be expended without written approval by the membership of the group.
12 All such expenses shall be in accordance with the *Tennessee Internal School Uniform Accounting Policy*
13 *Manual*. Restricted account expenditures require the account sponsor's approval prior to expense. No
14 checks shall be written to employees from the internal school activity fund account. Any supplemental
15 compensation owed to the Board for extracurricular activities must be processed through the superintendent's
16 office in the same manner as salary and other payroll payments. The Board shall invoice the school for
17 reimbursement. Substitute teachers' salaries related to restricted class and club accounts shall be paid by
18 the Board and shall be reimbursed by the school from the appropriate class or club account.¹
19

20 Employees who authorize or contract for any obligation in violation of this policy shall assume personal
21 responsibility for the payment of the obligation, shall be subject to dismissal from employment, and shall
22 be subject to applicable civil and criminal proceedings. Any obligation, authorization for expenditure,
23 or expenditure made in violation of the law and this policy shall be illegal and void.
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36 Legal Reference:

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38 1. *Tennessee Internal School Uniform Accounting Policy Manual, Section 5-20*
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Collierville Schools Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Payroll Procedures	Descriptor Code: 2.802	Issued Date:
		Rescinds:	Issued:

1 If the end of a pay period falls on a non-working day, employees will be paid on the last working day
2 prior to the end of the pay period. However, checks will be dated to coincide with the end of the pay
3 period. No advance payments of salary shall be made.

4
5 Specific approval by the Board is required for payroll deductions, except as otherwise provided by law.

6
7 An employee may terminate any salary deduction upon written notification to the director of schools
8 or his/her designee.

9
10 Payroll procedures shall be as follows:

- 11
12 1. All support personnel shall be paid twice each calendar month with checks issued or deposited
13 on the fifteenth (15th) and the last day of each month.

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Cross References:

- Compensation Guides and Contracts 5.110
- Resignation 5.204
- Retirement 5.205

Collierville Schools Board of Education

Monitoring:

**Review: Annually,
in January**

Descriptor Term:

Salary Deductions

Descriptor Code:

2.803

Issued Date:

Rescinds:

Issued:

Central Office

Upon appropriate written authorization, the Board shall make deductions approved by the Board from the salary of the employee. Authorization must be made on forms provided by the Board and filed in the office of the Chief Financial Officer.

An employee may change or terminate any salary deduction upon written notification to the Board.

Cross Reference:

Insurance Management 3.600

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Collierville Schools Board of Education

Monitoring:

**Review: Annually,
in January**

Descriptor Term:

Expenses and Reimbursements

Descriptor Code:

2.804

Issued Date:

Rescinds:

Issued:

Central Office

The Board shall review expense allowances and reimbursement guidelines on an annual basis.

Requests for reimbursements shall be submitted to the superintendent' office within thirty (30) days of the date of completion of such travel.

The superintendent shall develop procedures and forms to ensure consistency and transparency with the implementation of this policy.

SCHOOL PERSONNEL

School personnel who incur expenses in carrying out their authorized duties will be reimbursed upon submission of an approved voucher and supporting receipts.

Expenses for travel will be reimbursed when the travel has the advance authorization of the superintendent. The superintendent may grant this authorization without prior board action when the travel expense has been anticipated and incorporated into the operational budget of the particular program involved.

The Board shall be responsible for all expenses pertaining to staff development. Student activity funds shall not be used for this purpose.¹

BOARD MEMBERS

The members of the board shall be paid for transportation, lodging, meals and other pertinent expenses when traveling on business for the Board. Attendance at conventions or other educational meetings or travel for other school purposes shall be authorized in advance by the Board.²

Legal References:

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 5-18

2. TCA 49-2-2001(c)

Collierville Schools Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Purchasing	Descriptor Code: 2.805	Issued Date:
		Rescinds:	Issued:

General

The school system will purchase competitively and seek maximum educational value for every dollar expended. Authorization to purchase shall be provided by the Board. The director of schools shall serve as purchasing agent for system-wide purchasing.¹ Principals shall serve as purchasing agents for individual schools.

Purchases made by anyone not authorized by the appropriate officials shall become the personal responsibility of the persons making the purchase agreement. The Board will not, under any circumstances, be responsible for payment for any materials, supplies, or services purchased by unauthorized individuals or in an unprescribed manner.

No school shall be obligated to pay for any expenditures made by a student or a teacher or by any other employee unless he/she first receives a written purchase order from the proper office or unless prior written permission or arrangements are made with the principal.

The Board shall purchase locally whenever the conditions are comparable or when it is most practical under the circumstances.

Individual Schools

The director of schools must approve the following purchases:

1. a single piece of equipment costing more than five thousand dollars (\$ 5,000.00);
2. one that is to be attached to or one that requires alteration of the building; or
3. one that will become a permanent fixture.

Central Office

ROUTINE PURCHASES

Routine purchases shall include expenditures for supplies, salaries, and routine expenditures required for the operation of the school system. These expenditures shall be anticipated and provided for in the budget and will normally be authorized by the Board at the beginning of the fiscal year. The director of schools or his/her designee shall make all routine purchases without further Board authorization; however, the Board shall be promptly informed if any substantial variation from budgeted estimates occurs or becomes necessary.

SPECIAL PURCHASES

Special purchases are those which are not routine and which may or may not be specifically identified by line item in the budget. Examples of special purchases are all capital expenditures such as for vehicles, buildings, major contracts, purchases of major equipment, items for long-term use and supplies of an unusual quantity or nature. All purchases in this category of \$100,000.00 or more shall require specific prior Board approval on an item-by-item basis. In its approval, the Board may place constraints on the director of schools requiring Board evaluation and/or approval at various steps in the procurement process. This will be determined by the Board on an individual basis depending on the nature of the procurement action.

EMERGENCY PURCHASES

Emergency purchases are those which are necessary to avert hazards which threaten health or safety, to protect property from damage or to avoid major disruption of educational activities. If within budgetary limits and deemed essential, emergency purchases may be made by the director of schools. However, if the purchase is of such significant magnitude as to impact on the integrity of the budget, the chairman shall call a special or emergency meeting of the Board to deal with the matter. In any event, the Board shall be advised promptly of all emergency purchases.

PURCHASING OF SURPLUS PROPERTY

The director of schools and other employees designated by the Board shall be authorized to act for the Board in acquiring federal surplus property through the Tennessee General Services Department for surplus property and in entering into agreements, certifications and covenants of compliance concerning the use of federal surplus property.

Further, the director of schools is authorized to purchase any needed items through suppliers approved on the state bid list.

COOPERATIVE PURCHASING

The Board, at its option, will join in cooperative purchasing with other school systems to take advantage of lower prices for bulk purchasing and to reduce the cost involved in bidding whenever such buying appears to be to the benefit of the system.

ONLINE PURCHASING²

The Board recognizes that online purchasing may provide opportunities for savings, but extra precaution should be used to ensure that accounting procedures are followed. Online purchasing shall be permitted with the following requirements:

1. Prior authorization must be obtained from the director of schools before setting up new online accounts, and schools shall maintain a list of accounts.
2. Online purchases must be for school purposes and made in accordance with established policies and procedures. School employees are prohibited from making personal purchases even with the intent of reimbursing the school system. School employees are prohibited from using a school's tax exempt status for personal purchases of any kind.³

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- 3. The availability of money for the fund/account in question should be determined before Purchase Orders are approved.
- 4. All Purchase Orders must be properly filled out and approved prior to a purchase.
- 5. Price quotes should be obtained where possible and/or practical and retained with other purchase documentation.

Legal Reference:

- 1. TCA 49-2-206(3); TCA 6-36-115
- 2. Tennessee Internal School Uniform Accounting Procedure Manual; Section 4-9; 4-12
- 3. TCA 49-2-608(1)

Collierville Schools Board of Education

Monitoring:

**Review: Annually,
in January**

Descriptor Term:

Bids and Quotations

Descriptor Code:

2.806

Issued Date:

Rescinds:

Issued:

1 All purchases of supplies, materials, equipment, and contractual services in excess of ten thousand dollars
2 (\$10,000), including those of individual schools, shall be based on competitive bids. These bids shall
3 be solicited by advertisement in a newspaper of general circulation within the school system. However,
4 said newspaper advertisement may be waived by the purchasing agent in an emergency. The purchasing
5 agent shall advertise for bids and receive quotations.¹

6
7 All purchases of ten thousand dollars (\$10,000) or less, including those of individual schools, may be
8 made in the open market without newspaper notice, but shall, whenever possible, be based on at least
9 three (3) competitive bids.¹

10
11 The lowest and/or best bid shall be accepted, provided the purchaser reserves the right to reject any or
12 all bids or any part of any bid and, if applicable, to accept the bid which is best as evidenced by reasons
13 relative to the purpose of the purchase. Any bid may be withdrawn prior to the scheduled time for the
14 opening of bids. Any bid received after the time and date specified shall not be considered.

15
16 The bidder to whom the award is made may be required to enter into a written contract.

17
18 The practice of splitting an order or dividing items to be purchased in order to avoid the use of bidding
19 or other purchasing procedures is strictly prohibited.

20
21 Contracts for legal services, educational consultants, and similar services by professional persons or
22 groups of high ethical standards shall not be based upon competitive bids but shall be awarded on the
23 basis of recognized competence and integrity.^{2,3}

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31 Legal References:

- 32 1. TCA 49-2-203(a)(3)(A)(B); TCA 49-2-206(b)(2)
33 2. TCA 12-4-106
34 3. TCA 29-20-407
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Collierville Schools Board of Education

Monitoring:

**Review: Annually,
in January**

Descriptor Term:

Requisitions

Descriptor Code:

2.807

Issued Date:

Rescinds:

Issued:

General

The Board shall designate personnel to be responsible for making requisitions.

All approved requisitions will be submitted to the purchasing agent (superintendent or principal) on forms provided by the purchasing agent.

The number of each purchase order shall be recorded on the requisition.

After processing, the original copy of the requisition will be filed in the appropriate purchasing office.

Cross Reference:

Purchase Orders 2.808

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Collierville Schools Board of Education

Monitoring:

**Review: Annually,
in January**

Descriptor Term:

Purchase Orders and Contracts

Descriptor Code:

2.808

Issued Date:

Rescinds:

Issued:

General

All purchases made by the school system shall be by purchase order or formal contract, and no purchase shall be made nor payment approved unless covered by an approved purchase order.

Purchase orders will include the following essentials:

1. A specification which adequately describes to the supplier the characteristics and the quality standards of the item required;
2. A firm, quoted, net delivered price, whenever possible; and
3. Signature of purchasing agent.

Contracts shall be made only with responsible suppliers with the following considerations:

1. The supplier has the potential ability to perform successfully under the terms and conditions of a proposed procurement;
2. A system for contract administration shall be maintained to assure supplier conformance with terms, conditions, and specifications of the contract or purchase order, and to assure adequate and timely follow-up of all purchases;
3. Contracts shall contain such provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where suppliers violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
4. All contracts, including those of individual schools, will meet all requirements of state and federal laws, rules, and regulations.¹

Legal References:

1. TCA 49-2-203(a)(3); *Tennessee Internal School Uniform Accounting Policy Manual*, Section 5-10; TCA 49-2-206(b)(2)

Collierville Schools Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Vendor Relations	Descriptor Code: 2.809	Issued Date:
		Rescinds:	Issued:

1 *General*

2
3 Each order will be placed on the basis of quality, price, and delivery. Past service will be a factor if all
4 other considerations are equal.

5
6 No person officially connected with or employed by the school system will be an agent for, or have
7 any financial compensation or reward of any kind from any vendor for the sale of supplies, materials,
8 equipment or service.¹

9
10 *Individual Schools²*

11
12 Schools shall execute a written agreement with vendors for all fund-raisers The agreement shall include,
13 but not be limited to, the following information:

- 14
15 1. The division of profits that result from the activity;
16 2. Payment of sales tax;
17 3. Delivery date(s);
18 4. Package prices or other charges; and
19 5. Scheduled dates of service.

20
21 Vendors visiting separate schools shall contact and secure the permission of the superintendent and
22 principal's office prior to visiting the school. Vendors' visitations to schools shall not be permitted to
23 interfere with the normal instructional and learning process.

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34 Legal Reference:

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36 1. TCA 49-6-2003
37 2. *Tennessee Internal School Uniform Accounting Policy Manual*;
38 Section 4-32

39
40 Cross References:

- 41
Visitors to the Schools 1.501
Advertising & Distribution of Materials in Schools 1.806
Student Solicitations/Fund-Raising 6.701

Collierville Schools Board of Education

Monitoring:

**Review: Annually,
in January**

Descriptor Term:

Payment Procedures

Descriptor Code:

2.810

Issued Date:

Rescinds:

Issued:

1 *Central Office*

2
3 The director of schools shall approve all claims for payment prior to their submission to the Board.¹

4
5 *Individual Schools*

6
7 Schools may obligate themselves for the purchase of equipment, supplies, or services, provided payments
8 are completed by June 30 of the current school year.

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29 Legal Reference:

30 1. TCA 49-2-206(b)(3)

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Collierville Schools Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Student Activity Funds Management	Descriptor Code: 2.900	Issued Date:
		Rescinds:	Issued:

- 1 *Individual Schools*
- 2
- 3 The activity funds of each school shall include athletic and student organization funds and any other
- 4 fund belonging to any student group, class, or activity.
- 5
- 6 Whatever the source, all student activity funds shall be under the jurisdiction of the Board and under the
- 7 specific control of the school principal. Contracts with fund-raising agencies must comply with board
- 8 policy and be approved in writing by the superintendent.
- 9
- 10 Principals and/or sponsors who knowingly authorize/allow unapproved fund-raising activities shall be
- 11 subject to disciplinary action.¹
- 12
- 13 Student activity funds shall be deposited in respective school activity accounts. Proper records of re-
- 14 cepts and disbursements shall be maintained in accordance with the *Tennessee Internal School Uniform*
- 15 *Accounting Policy Manual*.²
- 16
- 17 Revenue raised for specific purposes must be expended for that purpose, unless otherwise authorized in
- 18 writing by both the activity group sponsor and the principal.³
- 19
- 20 An annual audit of the account and records of all student activity funds shall be conducted as a part of
- 21 the audit of all other district funds.⁴
- 22
- 23 Any unencumbered class or activity funds automatically revert to the general activity fund of the school
- 24 when a class graduates or an activity is discontinued.
- 25
- 26 Funds derived from activities sponsored by parent-teacher associations, parent-teacher organizations or
- 27 other support organizations are not subject to this policy, unless such funds are in sole custody of the
- 28 school.⁵ Such organizations shall comply with the provisions of state law.⁶
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34 Legal References:

- 35 1. *Tennessee Internal School Uniform Accounting*
- 36 *Policy Manual*; Section 4-31; 4-32
- 37 2. TCA 49-2-110(d)
- 38 3. *Tennessee Internal School Uniform Accounting*
- 39 *Policy Manual*; Section 4-1 through 4-3
- 40 4. TCA 49-2-112(a)(1)(2)
- 41 5. TCA 49-2-110(f)
6. TCA 49-2-601 through 611

33 _____
34 Cross References:

Student Solicitations/Fund-Raising 6.701

Collierville Schools Board of Education

Monitoring:

Descriptor Term:

Descriptor Code:

Issued Date:

**Review: Annually,
in February**

Staff Positions

5.116

Rescinds:

Issued:

1 CREATION OF POSITION

2
3 All staff positions shall be approved through the budget process in accordance with an organizational
4 plan submitted by the director of schools.¹

5
6 The director of schools may revise the organizational plan as long as budgetary amounts are not
7 exceeded and board policy is not violated. In the event of reorganization, the director of schools
8 shall adhere to all applicable reduction in force guidelines and shall inform, in a timely manner, the
9 Board of the change and include the change in the director's report at the next board meeting. If changes
10 in personnel create additional encumbrances on a future budget, prior approval of the Board is required.

11 REDUCTION IN FORCE

12
13
14 When it becomes necessary to reduce the number of positions in the system because of a decrease in
15 enrollment or for other good reasons, the Board shall abolish the positions. The Board or the director
16 of schools, as appropriate, shall dismiss such employees as may be necessary.²

17 Licensed Personnel

18
19
20 Reductions in staff shall be made in an attempt to have the least detrimental effect on children. In
21 general, this objective dictates a staff reduction policy which:

- 22
23 1. Retains the most effective teachers;
24 2. Avoids undue increases in class size; and
25 3. Provides consideration for the exceptional teacher without exclusive emphasis on seniority.

26
27 The elimination of a position does not necessarily mean the person occupying the position will be dis-
28 missed. When an employee is released, the director of schools shall make the decision based upon a
29 composite of the following criteria:

- 30
31 1. Effectiveness in teaching and in related professional responsibilities evidenced by teacher
32 evaluation;
33
34 2. Adaptability to other assignments (academic and extracurricular);
35
36 3. Evidence of professional growth as well as specialized or advanced training;
37
38 4. Previous history of grade levels and subject areas taught; and
39
40
41

5. Type, length and quality of service made to the teaching profession and the school system.

1
2 When a teacher is released because of reduction in staff, the teacher shall be given written notice of
3 release explaining the circumstances or conditions making dismissal necessary.
4

5 **Non-Licensed Personnel**

6
7 When a non-licensed employee is released because of a reduction in the number of support positions,
8 the director of schools shall give the employee written notice of dismissal explaining the circumstances
9 or conditions making termination of employment necessary.³
10

11 The contract of each non-licensed employee shall contain a statement regarding the reduction in force
12 policy.
13

14 **RECALL**

15
16 The director of schools shall maintain a preferred re-employment list for tenured teachers whose posi-
17 tion is abolished.³ The fitness of any teacher for re-employment shall be determined on the basis of
18 the teacher's competence, compatibility and suitability to properly discharge the duties required by the
19 position with consideration for the best interests of the students in the school where the vacancy exists.²
20

21 It shall be the responsibility of the separated teacher to notify the director of schools in writing of his/her
22 availability and current address. A professional employee who is placed on the preferred re-employment
23 list and subsequently refuses the offer of a comparable position shall be removed from the preferred list.⁴
24

25 Any teacher who has been on the preferred list for re-employment for two (2) consecutive years shall,
26 by April 1 of the second consecutive year, receive notice that the teacher's name shall be removed
27 from the list. The director shall send the notice to the last known address of the teacher. A teacher who
28 wishes to remain on the preferred list for re-employment after the second year shall notify the director
29 of schools in writing by April 15 of the second year and each subsequent year of his or her desire to
30 remain on the preferred list for re-employment.⁴
31

32 Employees returning from lay-off shall have all previously accrued sick leave and years of service re-
33 instated, but they shall not receive benefits for the period of the layoff.
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38 **Legal References:**

- 39
40 1. OP Tenn. Atty. Gen. 93-66 (November 29, 1993)
41 2. TCA 49-5-409(c); TCA 49-2-301 (b)(1)(EE)
42 3. TCA 49-5-511(b)(1)
43 4. TCA 49-5-511(b)(4)
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Collierville Schools Board of Education

Monitoring:

Descriptor Term:

Descriptor Code:

Issued Date:

**Review: Annually,
in April**

Student Goals

6.100

Rescinds:

Issued:

1 In order to establish an environment that is conducive to learning, the Board establishes the following
2 goals:

- 3
- 4 1. To assure all students the same educational opportunities regardless of race, color, creed,
5 religion, ethnic origin, sex or disabilities. ¹
 - 6
 - 7 2. To protect and observe the legal rights of students;
 - 8
 - 9 3. To educate students with respect and encouragement;
 - 10
 - 11 4. To provide an environment where students can learn personal and civic responsibility for their
12 actions through meaningful experiences;
 - 13
 - 14 5. To discipline students in a fair and constructive manner;
 - 15
 - 16 6. To provide for the safety, health and welfare of students; and
 - 17
 - 18 7. To promote faithful attendance and diligent effort.
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34 Legal Reference:

- 35 1. 20 U.S.C. § 1703; TCA 49-6-3109

36
37 Cross References:

38 School District Goals 1.700
39 Instructional Goals 4.100
40 Discrimination/Harassment 6.304
41

Collierville Schools Board of Education

Monitoring: Review: Annually, in April	Compulsory Attendance Ages	Descriptor Code: 6.201	Issued Date:
		Rescinds:	Issued:

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

8
 9 Any child residing within the state who is or will be five (5) years of age on or before August 31 for
 10 the 2013-2014 school year and on or before August 15 for all school years thereafter, who makes ap-
 11 plication for admission, shall be enrolled in the school designated by the Board.⁴

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

18
 19 No child shall be eligible to enter first grade without having attended an approved kindergarten program.⁵

20
 21 A child entering a special education program shall be no less than three (3) years of age.⁶

22
 23 A person eighteen (18) years of age or older who applies for admission must have the application ap-
 24 proved by the principal and superintendent when:

- 25
- 26 1. He/she fails to enroll within thirty (30) calendar days after school officially starts; or
- 27 2. He/she has dropped out of school and wants to re-enter.
- 28

29 The compulsory attendance law shall not apply to the following:⁷

- 30
- 31 1. A student who has received a diploma or other certificate of graduation;
- 32 2. A student who is enrolled and making satisfactory progress in a course leading to a GED;
- 33 3. A student who is six (6) years or younger and whose parent or guardian has filed notice of intent
- 34 to conduct home school with the superintendent; or
- 35 4. A student enrolled in a home school who has reached the age of seventeen (17).

36 Legal References:

- 37
- 38 1. TCA 49-6-3001 (c)(1)
- 39 2. TCA 49-6-3001 (c)(5)
- 40 3. TCA 49-6-3005
- 41 4. TCA 49-6-201 (b)(3); TCA 49-6-3001 (b)(1)
- 5. TCA 49-6-201 (8)(d)
- 6. 20 U.S.C. Sec 5. 1400-1485

Cross References:

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

Collierville Schools Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: School Admissions	Descriptor Code: 6.203	Issued Date:
		Rescinds:	Issued:

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

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

7 The name used on the records of a student entering school must be the same as that shown on the birth certificate

8 unless evidence is presented that such name has been legally changed through a court as prescribed by law. If the

9 parent does not have or cannot obtain a birth certificate, then the name used on the records of such student will

10 be the same as that shown on documents which are acceptable to the school principal as proof of date of birth.

11

12 A child whose care, custody and support have been assigned to a resident of the district by a power of attorney or

13 order of the court shall be enrolled in school provided appropriate documentation has been filed with the district

14 office.⁴

15

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

17 moves his/her residence into the school system.

18 If a student has at any time been adjudicated delinquent for any offense listed in TCA 49-6-3051(b), the parents/

19 guardians and a school administrator of any school having previously received similar notice from the juvenile

20 court or another source, shall provide to the school principal/designee, the abstract provided under TCA 37-1-153

21 or TCA 37-1-154 or other similar written information when any such student:

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

26 This information shall be shared only with school employees who have responsibility for classroom instruction of

27 the student and the school counselor, social worker or psychologist who is developing a plan for the child while

28 in the school, and the school resource officer. Such information is otherwise confidential and shall not be released

29 to others, and the written notification shall not become a part of the student's record.⁵

30 **PROOF OF RESIDENCY**

31

32 Unless otherwise prohibited by law, parents/legal guardians/custodians having lawful control of students (proof

33 of legal custody shall be required) must provide the following proof of residence in order to enroll a child in the

34 Collierville School System.

35 **GENERAL PROOF OF RESIDENCY**

36

37 The parents/legal guardians/custodians having lawful control of the student must provide two (2) of the following

38 items listed below:

- 39
- 40 1. Most recent MLGW or municipal water bill of the owner, renter or lessee of the home in which the
- 41

- 1 student will reside during the current school year;
- 2 2. Mortgage statement or deed of the owner of the home in which the student will reside during the cur-
- 3 rent school year;
- 4 3. Lease of the lessee of the home in which the student will reside during the current school year;
- 5 4. Rental Agreement of the renter of the home in which the student will reside during the current school
- 6 year;
- 7 5. Real Estate tax receipt;
- 8 6. Public assistance/government benefits check, card, or papers;
- 9 7. In the event that two (2) of the items listed above cannot be provided, residency may be established by
- 10 submitting other documentation deemed to be appropriate proof of residence by the department
- 11 responsible for verifying residency.

SHARED RESIDENCY REQUIREMENTS

12 Unless otherwise prohibited by law, in the case in which a student resides with his/her parents/legal guardians/cus-

13 todians having lawful control of the student in the home of someone else, the following proof of shared residency

14 must be provided in order to enroll a child in the Collierville School System:

- 15 A. Unless otherwise approved by the department responsible for verifying residency, the homeowner
- 16 of the home in which the student resides must accompany the parents/legal guardians/custodians to
- 17 registration and provide two (2) of the items listed in the General Proof of Residency Section above;
- 18 and
- 19 B. The parents/legal guardians/custodians having lawful control of the student claiming shared residency
- 20 must provide two (2) of the following items listed below:
- 21 1. Car registration of the parent/legal guardian/custodians having lawful control of the student bearing the
- 22 address at which the student will be residing during the current school year;
- 23 2. Voter registration of the parent/legal guardian/custodians having lawful control of the student bearing
- 24 the address at which the student will be residing during the current school year;
- 25 3. Payroll stub of the parent/legal guardian/custodians having lawful control of the student bearing the
- 26 address at which the student will be residing during the current school year;
- 27 4. Three (3) significant pieces of mail with a forwarding sticker bearing the address at which the student
- 28 will be residing during the current school year;
- 29 5. Government Assistance Communication directed to the parent/legal guardian/custodians having lawful
- 30 control of the student bearing the address at which the student will be residing during the current
- 31 school year.
- 32 6. In the event that two (2) of the items listed directly above cannot be provided, residency may be estab-
- 33 lished by submitting other documentation deemed to be appropriate proof of residence by the depart-
- 34 ment responsible for verifying residency. The parents/legal guardians/custodians of homeless students
- 35 shall not be subject to the provisions outlined in the Shared Residency Requirements section above.
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40 Legal References:

- 41
- 42 1. TCA 49-6-3008(b) 3. TCA 49-6-5001(c) 5. TCA 49-6-3051
- 43 2. TRR/MS 0520-1-3-.08(2)(a); 4. TCA 49-6-3001(c)(6); TCA 37-1-131(a)(2)
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Collierville Schools Board of Education

Monitoring:

**Review: Annually,
in April**

Descriptor Term:

**Attendance of Non-Resident
Students**

Descriptor Code: Issued Date:

6.204

Rescinds:

Issued:

1 **A. General Transfer Provisions.** Students residing outside the boundaries of the Collierville Municipal School
2 (hereinafter "Collierville Schools" or the "District") system may attend schools within the system under the
3 following conditions:

- 4
- 5 1. Non-resident student applications must be approved by the Superintendent. ¹
 - 6 2. Non-resident students must provide transportation to and from school. There shall be no obligation for
7 Collierville Schools to provide transportation to non-resident students. ²
 - 8 3. Non-resident students must apply during Collierville Schools' open enrollment period in the spring of each
9 year. The District shall communicate the application period to the public annually, and applications received
10 after this period will be considered on a case-by-case basis. Applications made less than two (2) weeks prior to
11 the beginning of the school year or during the school year require approval of the sending district. ³
 - 12 4. Non-resident students must apply in accordance with applicable state law and Collierville Board of Education
13 policy. ⁴

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17 **B. Tuition.**

- 18 1. Non-resident students residing in Shelby County shall not pay tuition to attend Collierville Schools.
- 19 2. Non-resident, out-of-county applications shall be considered on a case-by-case basis, and such out-of-county
20 students must pay tuition at a rate established annually by the Board, which may not exceed per student, per
21 annum, an amount equal to the amount of funds actually raised and used for school purposes by Collierville
22 Schools, divided by the number of students in average daily attendance in Collierville Schools during the
23 preceding school year. ⁵ Any per student tuition payment shall be reduced by any amount of funds transferred
24 by the transferring pupil's county of residence under state law.
- 25 3. Out-of-state, non-resident applications shall be considered on a case-by-case basis, ⁶ and such out-of-state stu-
26 dents must pay tuition at the same rate as the average cost per student (state and local funds) in the system
27 attended. ⁷
- 28 4. Students who become residents of the District shall be refunded any unused portion of tuition on a pro-rata
29 basis. When payment is not made on all or any part of the required tuition for a previous year, the student(s)
30 shall be excluded from future attendance until all prior and current tuition is paid.

31
32
33 **C. Priorities.** Non-Resident students will be considered for attendance in Collierville Schools based on the follow-
34 ing priorities:

- 35 Priority 1. Non-resident students who are children of full-time employees of Collierville Schools. ⁸
 - 36 Priority 2. Non-resident students currently enrolled in one of the eight (8) Collierville schools.
 - 37 Priority 3. Non-resident students whose siblings are currently enrolled in one of the eight (8) Collierville schools.
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1 Priority 4. Non-resident students who are children of full-time employees of the Town of Collierville.

2
3 Priority 5. In years when re-zoning anywhere in Shelby County is to become effective, those non-resident students
4 residing in an area that is closer to the Collierville school they wish to attend than to the school to
5 which they have been rezoned.

6 Priority 6. Non-resident students residing within Shelby County.

7
8 Priority 7. Non-resident students residing outside Shelby County but within the State of Tennessee.

9
10 **D. Criteria.** The feasibility of approving non-resident applications for admission shall consider, but not be limited
11 to, educational capacity, staffing, and general program offerings. Failure to provide and maintain a satisfactory
12 academic, discipline, and attendance record may result in the denial of a non-resident application for admission.

13
14 **E. Re-Enrollment.** Acceptance for a given year does not guarantee continued acceptance in subsequent years,
15 and applications must be filed annually. The Board shall establish a deadline by which it will provide notice of
16 eligibility for re-enrollment to non-resident students and shall communicate that date to the public annually. Not-
17 withstanding the transfer priorities stated above, a non-resident transfer students' failure to maintain a satisfactory
18 academic, discipline, and attendance record with Collierville Schools may result in the denial of a non-resident
19 application for re-enrollment. ⁹

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37 Legal References:

- 38 1. TCA 49-6-3104; TCA 49-6-3105; TRR/MS 0520-1-2-.03(11)(f-i)
- 39 2. TCA 49-6-3104
- 40 3. TCA 49-6-3104; 49-6-3105
- 41 4. TCA 49-6-3102(e)
- 42 5. TCA 49-6-3003(a).
- 43 6. TCA 49-6-3108
- 44 7. TCA 49-6-403(f)
- 45 8. TCA 49-6-3113
- 46 9. TCA 49-6-3105.

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Collierville Schools Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Student Assignments	Descriptor Code: 6.205	Issued Date:
		Rescinds:	Issued:

1 TO SCHOOLS

2
3 Students, including those in kindergarten, shall attend the school to which they are assigned.¹

4
5 Parents may, within ten (10) days after the assignment, make application to the Board for a hearing
6 requesting a transfer to another school in the district.²

7 TO CLASSES

8
9
10 The principal shall be responsible for assigning all students to classes.

11
12 Students who enter the system from another school system are to be placed by the principal in the grade
13 and/or level as indicated by records from the former school. If the student's placement is inappropriate
14 in the grade or level assigned, he/she may be reassigned by the principal to another grade level. Parents
15 shall be kept advised.

16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 --- Legal Reference:

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32 1. TCA 49-6-3102-3103
33 2. TCA 49-6-3201
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Collierville Schools Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Transfers Within the System	Descriptor Code: 6.206	Issued Date:
		Rescinds:	Issued:

1 Beginning with the month of March and through the month of June of the upcoming school year, a
 2 parent/guardian may request that his/her child attend a school within the system other than the one to
 3 which the child is zoned.** The superintendent or his/her designee shall review such requests and, if
 4 adequate space is available, grant such transfers unless a transfer would be adverse to the best interests
 5 of the child or the school system. If granted, the student must provide his/her own transportation to
 6 and from the school. ¹

7
 8 Except within the first ten (10) days of a school year where a parent/guardian may appeal the assignment
 9 of a student to Collierville Schools ² after a student has enrolled in one (1) school within the system,
 10 he/she shall not be permitted to transfer to another unless there is a change in residence of the student's
 11 parents or guardian outside the area in which the student enrolled. Any exception to this policy must
 12 be brought before the superintendent for evaluation and decision.

13
 14 Students whose families transfer their residence to another school within Collierville Schools after the
 15 first month of school may complete the school year at their former school. Students who present evi-
 16 dence that they will move during the school year and who desire to enroll in a new school in the new
 17 area may do so with prior written request for a change of school area. The superintendent or his/her
 18 designee may grant other exceptions to this policy for good and sufficient reasons.

19
 20 Principals shall allow credit for work transferred from other schools only when substantiated by official
 21 transcripts or successful completion of comprehensive written examinations approved, administered and
 22 graded by the principal or his/her designated representative. ³

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34 Legal Reference:

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

34 Cross Reference:

35 Student Assignments 6.205

38 ** Not effective in event of federally-mandated desegregation order.

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Collierville Schools Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Admission of Suspended or Expelled Students	Descriptor Code: 6.318	Issued Date:
		Rescinds:	Issued:

1 The Board may deny admission of any student (except those in state custody) who has been expelled
2 or suspended from another school system in Tennessee or another state even though the student has
3 established residency in the system in which he/she seeks enrollment.
4

5 After a request for enrollment is made, the director of schools or designee shall investigate the facts
6 surrounding the suspension/expulsion from the former school system and make a recommendation to
7 the Board to approve or deny the request.
8

9 The Board shall not deny enrollment beyond the length of the imposed suspension/expulsion.
10

11 If the action of the Board is to deny admission, the director of schools shall, on behalf of the Board of
12 Education, notify the Commissioner of Education of the decision.
13

14 A student may be dismissed if it is determined subsequent to the enrollment that the student has been
15 suspended or expelled from the former school system.
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35 Legal Reference:

36 I. TCA 49-6-3401 (f); 20 U.S.C. A § 1232G(b)(4)(h)
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Cross References:

School Admissions 6.203
Student Records 6.600-604

Collierville Schools Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Alternative School Programs	Descriptor Code: 6.319	Issued Date:
		Rescinds:	Issued:

1 The Board shall operate an alternative school program for students in grades 7-12 who have been sus-
2 pended or expelled from regular school programs.¹ Attendance in alternative school programs shall
3 be mandatory, and students attending an alternative school located outside of the school district shall
4 provide their own transportation.

5
6 Alternative school programs shall be operated in accordance with state laws and the rules of the State
7 Board of Education ² and instruction shall proceed as nearly as practicable in accordance with the in-
8 structional programs at the student's home school.

9
10 The superintendent is authorized to develop appropriate procedures to implement this policy and to
11 ensure compliance with relevant state laws and regulations.

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32 Legal Reference:

- 33 1. TCA 49-6-3402(a)
34 2. TRR/MS 0520-1-2-.09

Cross References:

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

Collierville Schools Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Special Education Students	Descriptor Code: 6.500	Issued Date:
		Rescinds:	Issued:

1 Special education students between the ages of three (3) and twenty-one (21), inclusive, shall receive
2 the benefit of a free appropriate public education. These students shall be educated with the general
3 student population to the maximum extent appropriate and should be placed in separate or special classes
4 only when the severity of the disability is such that education in regular classes, even with the use of
5 supplementary aids and services, cannot be accomplished satisfactorily.¹

6
7 Eligibility standards and options of service for special education services shall be based upon the criteria
8 specified in state regulations.²

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10 Students receiving special education services shall not be restrained, except as permitted by state law and
11 regulations.³

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36 Legal References:

- 37 1. TCA 49-10-103 (c) & (e)
38 2. TRR/MS 0520-1-9-.01, *et seq.*
39 3. Tenn. Code Ann. § 49-10-1301, *et seq.*, TRR/MS 0520-1-9-.23

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Collierville Schools Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Homeless Students	Descriptor Code: 6.503	Issued Date:
		Rescinds:	Issued:

1 A homeless student shall have equal access to the same free, appropriate public education as provided
2 to other children and youths.¹

3
4 Homelessness alone is not a sufficient reason to separate students from the mainstream school environment.

5
6 The superintendent shall develop procedures to ensure that homeless students are recognized (adminis-
7 tratively) and that the appropriate and available services are provided for these students.

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Legal Reference:

- 1. McKinney-Vento Education Assistance Improvements Act of 2001, Part C, § 721

Cross Reference:

- Student Transportation 3.400
- Parental Involvement 4.502
- Promotion and Retention 4.603
- School Admissions 6.203
- Migrant Students 6.504

Proposed 2014-2015 Collierville Schools' Instruction Calendar

WITH Veteran's Day Holiday and students returning on January 6, 2015

Before School Begins

July 28, 2014	(AM) PD (PM) Administrative Day*
July 29, 2014	Administrative Day & Student Registration Day
July 30, 2014	(AM) PD (PM) Administrative Day*
July 31, 2014	Professional Development Day*
August 1, 2014	Professional Development Day*

*New Teacher Induction will be embedded in Professional Development Days

First Semester				
Date	Day	Event	Students	Teachers
August 4	Monday	1 st day for Students	In	In
September 1	Monday	Labor Day	Out	Out
September 18	Thursday	Parent Conferences (3-6 p.m. & 4-7 p.m.)	In	In
September 19	Friday	Professional Dev. Day	Out	In
October 3	Friday	End of the 1 st 9 weeks	In	In
October 6-10	Monday-Friday	Fall Break	Out	Out
November 11	Tuesday	Veterans Day	Out	Out
November 26-28	Wednesday-Friday	Thanksgiving Break	Out	Out
December 17-19	Wednesday-Friday	Semester Exams	In	In
December 19	Friday	End of 2 nd Quarter	Out (1/2 day)	In (Full Day)
December 19	Friday	½ Administrative Day	Out (1/2 day)	In (Full Day)
December 22- January 2	Monday-Friday	Winter Break	Out	Out
Second Semester				
Date	Day	Event	Students	Teachers
January 5	Monday	Administrative Day	Out	In
January 6	Tuesday	Students Return	In	In
January 19	Monday	MLK Jr. Day	Out	Out
February 12	Thursday	Parent Conferences (3-6 p.m. & 4-7 p.m.)	In	In
February 13	Friday	Professional Dev. Day	Out	In
March 16-20	Monday-Friday	Spring Break	Out	Out
April 3	Friday	Good Friday	Out	Out
May 20-22	Wednesday-Friday	Semester Exams	In	In
May 22	Friday	½ Day Students	Out (1/2 day)	In (Full Day)
May 22	Friday	½ Administrative Day	Out	In (Full Day)

180 school days

89 Days- 1st Semester
91 Days- 2nd Semester

PD

July 28--.5
July 30--.5
July 31—1
Aug. 1—1
Sept. 19—1
Feb. 13—1
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5

Admin

July 28--.5
July 29—1
July 30--.5
Dec. 19--.5
Jan. 5—1
May 22--.5
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Sept. 18--.5
Feb. 12--.5
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YEAR AT A GLANCE

JULY 2014							AUGUST 2014							SEPTEMBER 2014							OCTOBER 2014						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6			
8	9	10	11	12	13	14	7	8	9	10	11	12	7	8	9	10	11	12	7	8	9	10	11	12			
15	16	17	18	19	20	21	10	11	12	13	14	15	14	15	16	17	18	19	14	15	16	17	18	19			
22	23	24	25	26	27	28	17	18	19	20	21	22	21	22	23	24	25	26	21	22	23	24	25	26			
29	30	31					24	25	26	27	28	29	28	29	30				28	29	30	31					

NOVEMBER 2014							DECEMBER 2014							JANUARY 2015							FEBRUARY 2015						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6			
8	9	10	11	12	13	14	7	8	9	10	11	12	4	5	6	7	8	9	8	9	10	11	12	13			
15	16	17	18	19	20	21	14	15	16	17	18	19	11	12	13	14	15	16	15	16	17	18	19	20			
22	23	24	25	26	27	28	21	22	23	24	25	26	18	19	20	21	22	23	22	23	24	25	26	27			
29	30	31					28	29	30	31			25	26	27	28	29	30	29	30	31						

MARCH 2015							APRIL 2015							MAY 2015							JUNE 2015						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6			
8	9	10	11	12	13	14	5	6	7	8	9	10	9	4	5	6	7	8	7	8	9	10	11	12			
15	16	17	18	19	20	21	12	13	14	15	16	17	10	11	12	13	14	15	14	15	16	17	18	19			
22	23	24	25	26	27	28	19	20	21	22	23	24	17	18	19	20	21	22	21	22	23	24	25	26			
29	30	31					26	27	28	29	30	24	25	26	27	28	29	28	29	30							

QUARTERS AT A GLANCE

Quarter 1							Quarter 2							Quarter 3							Quarter 4							
JUL	28	29	30	31	1	2	OCT	13	14	15	16	17	JAN	5	6	7	8	9	MAR	23	23	25	26	27				
AUG	4	5	6	7	8	9	20	21	22	23	24	12	13	14	15	16	30	31	1	2	3							
	11	12	13	14	15	16	27	28	29	30	31	19	20	21	22	23	13	14	15	16	17							
	18	19	20	21	22	23						26	27	28	29	30												
	25	26	27	28	29	30						9	10	11	12	13	20	21	22	23	24							
SEPT	1	2	3	4	5	6	17	18	19	20	21	16	17	18	19	20	27	28	29	30	1							
	8	9	10	11	12	13	24	25	26	27	28	23	24	25	26	27	11	12	13	14	15							
	15	16	17	18	19	20						9	10	11	12	13	18	19	20	21	22							
	22	23	24	25	26	27						2	3	4	5	6	1	2	3	4	5							
OCT	29	30	1	2	3	4						9	10	11	12	13	18	19	20	21	22							
	6	7	8	9	10	11						16	17	18	19	20												
							JAN	29	30	31	1	2																



	Key
Instructional Day	date
Non-Instructional Day	date
Half Day Students/Full Day Teachers	
School Holiday	
Administrative Day (no school students)	
Professional Development Day (no school students)	
Parent Teacher Conferences	
Student Registration Day	
Semester Exams	

Note: New Teacher Induction will be embedded in July 28 - Aug 1 Professional Development Days
 Veteran's Day: Teachers/Students attend school with board resolution for embedded Veteran's Day curriculum/activities

Dates	Instructional Days	Parent Teacher Conferences	Administrative Days	Professional Development Days
pre-Q1 Jul 28 - Aug 1	0	0	2	3
Q1 Aug 4 - Oct 3	43	0.5	0	1
Q2 Oct 13 - Dec 19	46	0	0.5	0
Q3 Jan 6 - Mar 13	47	0.5	1	1
Q4 Mar 23 - May 22	44	0	0.5	0
Totals	180	1	4	5



**NATIONAL PURCHASING COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT**

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
 - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
 - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS AND SPONSORS, (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION, THE MARYLAND ASSOCIATION OF BOARDS OF EDUCATION, AND THE RHODE ISLAND ASSOCIATION OF SCHOOL COMMITTEES) AND SERVICING CONTRACTOR(S) (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- (a) Neither party waives any immunity from liability afforded under law;
 - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
 - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
 - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to the applicable law of the State of Rhode Island.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street, Alexandria, VA, 22314. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform

the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE COOPERATIVE:

The National Purchasing Cooperative, acting on behalf of all other Cooperative Members

By: _____
Assistant Executive Director

Date: _____

[Additional signature page follows.]

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative of Cooperative Member

Printed name and title of authorized representative

Coordinator for the
Cooperative Member is:

Name

Title

Mailing Address

City

State

Zip Code

Telephone

Fax

Email

[Last page. Nothing follows.]

BOARD RESOLUTION
Authorizing
Participation in the National Purchasing Cooperative

WHEREAS, the **SCHOOL BOARD OF _____** [COUNTY, CITY, SPECIAL, TENNESSEE (“Board” or “District”) has elected to join the National Purchasing Cooperative (the “Cooperative” operating as “National BuyBoard”), a program created for the benefit of school districts and other governmental entities nationwide; and

WHEREAS, the District is authorized to enter into the National Purchasing Cooperative by executing the National Purchasing Cooperative Organizational Interlocal Agreement (which is incorporated herein by reference) pursuant to **Tenn. Code Ann. § 12-3-1205(b)**; and

WHEREAS, the District desires to participate and join with other governmental entities in the discharge of their respective public and governmental purposes, objectives, needs, programs, functions and services relative to purchasing;

NOW, THEREFORE, BE IT RESOLVED, that the **SCHOOL BOARD OF _____** COUNTY, CITY, SPECIAL, TENNESSEE hereby authorizes its president, or designee, to execute the National Purchasing Cooperative Organizational Interlocal Agreement.

BE IT FURTHER RESOLVED, that execution of this Resolution is conclusive evidence of the Board’s approval of this action and of the authority granted herein. The Board warrants that it has, and at the time of this action had, full power and lawful authority to adopt this instrument.

Adopted and approved this _____ day of _____.

By: _____
School Board Chairman or Designee

Attest: _____
Superintendent or other Official