

**TRENTON SPECIAL SCHOOL DISTRICT**  
**Board of Education Regular Meeting**  
**Central Office - 6:00 PM**  
**November 3, 2020**

1. **INVOCATION:**
2. **CALL TO ORDER:**
3. **APPROVE AGENDA:**
  1. Approval of November 3rd Agenda:
4. **APPROVE MINUTES:**
  1. Approval of October 13th Minutes:
5. **RECOGNITIONS:**
  1. Security Bank - Backpack Program Donation:
6. **REPORTS:**
  1. October 2020 DHB Report:
  2. Technology Connectivity Grant - \$18,750:
7. **CONSENT AGENDA:**
  1. Approval of Central Office Financial Report:
  2. Approval of Three Schools Financial Report:
  3. Approval of Ag Shop Surplus:
8. **REGULAR AGENDA:**
  1. Approval of PHS Recognition Program Nomination Form:
  2. Approval of 2021-2022 School Calendar:
  3. Approval of TSSD Board of Trustee's 5 Year Plan:
  4. Approval of First Reading of Policy 1.803 Tobacco Free Schools:

5. Approval of First Reading of Policy 4.603 Promotion and Retention:
  6. Approval of First Reading of Policy 5.302 Sick Leave:
  7. Approval of First Reading of Policy 5.801 Director of Schools - Recruitment and Selection:
  8. Approval of First Reading of Policy 6.303 Interrogations and Searches:
  9. Approval of First Reading of Policy 6.308 Bus Safety and Conduct:
  10. Approval of First Reading of Policy 6.402 Physical Examinations and Immunizations:
  11. Approval of First Reading of Policy 6.409 Reporting Child Abuse:
  12. Approval of First Reading of Policy 6.500 Special Education Students:
  13. Approval of First Reading of Policy 6.506 Students from Military Families:
  14. Approval of General Purpose New Budget Items:
  15. Approval of \$300 Appreciation Bonus During American Education Week:
  16. Approval of 2020 Local Education Agency Compliance Report:
  17. Approval of TSSD and TEA Memorandum of Understanding (MOU):
9. **DIRECTORS REPORT:**
1. New Hire - Janelle Sindelar, PHS Attendance Clerk:
  2. 111th General Assembly/ 2020 Session Legislative Report:
  3. Board Christmas Dinner - Wednesday, December 16th:
10. **ADJOURNMENT:**

**TRENTON SPECIAL SCHOOL DISTRICT**  
**Board of Education Regular Meeting**  
**PHS Technology Lab - 6 pm**  
**November 3, 2020**

**1. INVOCATION**

**2. CALL TO ORDER**

**3. APPROVE AGENDA**

- 3.1. Approval of November 3<sup>rd</sup> Agenda

**4. APPROVE MINUTES**

- 4.1. Approval of October 13th Minutes

**5. RECOGNITIONS**

- 5.1. Security Bank - Backpack Program Donation

**6. REPORTS**

- 6.1. October 2020 DHB Report
- 6.2. Technology Connectivity Grant - \$18,750

**7. CONSENT AGENDA**

- 7.1. Approval of Central Office Financial Report
- 7.2. Approval of Three Schools Financial Report
- 7.3. Approval of Ag Shop Surplus

**8. REGULAR AGENDA**

- 8.1. Approval of Recognition Program Nomination Form
- 8.2. Approval of 2021-2022 School Calendar
- 8.3. Approval of TSSD Board of Trustee's 5 Year Plan
- 8.4. Approval of First Reading of Policy 1.803 Tobacco Free Schools
- 8.5. Approval of First Reading of Policy 4.603 Promotion and Retention
- 8.6. Approval of First Reading of Policy 5.302 Sick Leave
- 8.7. Approval of First Reading of Policy 5.801 Director of Schools - Recruitment and Selection
- 8.8. Approval of First Reading of Policy 6.303 Interrogations and Searches
- 8.9. Approval of First Reading of Policy 6.308 Bus Safety and Conduct
- 8.10. Approval of First Reading of Policy 6.402 Physical Examinations and Immunizations
- 8.11. Approval of First Reading of Policy 6.409 Reporting Child Abuse
- 8.12. Approval of First Reading of Policy 6.500 Special Education Students
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- 8.14. Approval of General Purpose New Budget Items
- 8.15. Approval of \$300 Appreciation Bonus During American Education Week
- 8.16. Approval of 2020 Local Education Agency Compliance Report
- 8.17. Approval of TSSD and TEA Memorandum of Understanding (MOU)

**9. DIRECTORS REPORT**

- 9.1. New Hire - Janelle Sindelar, PHS Attendance Clerk
- 9.2. 111th General Assembly/ 2020 Session Legislative Report
- 9.3. Board Christmas Dinner - Wednesday, December 16th

**10. ADJOURNMENT**

**TRENTON SPECIAL SCHOOL DISTRICT**  
**Board of Trustees' Regular Meeting**  
**PHS Technology Lab – 6 p.m.**  
**October 13, 2020**

**ROLL CALL:** The Trenton Special School District Board of Trustees met in regular meeting on Tuesday, October 13, 2020, at 6 p.m. In attendance were the following:

Mark Harper, Board Chairman  
Katie Dinwiddie  
Dee Ann McEwen

Tim Haney, Director of Schools  
Clint Hickerson  
Justin Weaver  
Shannon Parra

**CALL TO ORDER:** Vice-Chairman Justin Weaver called the meeting to order.

**APPROVAL OF AGENDA:** Vice-Chairman Weaver presented the agenda for the October 13, 2020, Regular Meeting for approval. Dee Ann McEwen made a motion to approve the agenda with a second by Clint Hickerson. The motion carried unanimously.

**APPROVAL OF MINUTES:** Vice-Chairman Weaver presented the minutes of the September 1, 2020, Regular Meeting for approval. With no additions or corrections, Clint Hickerson made a motion to approve with a second by Katie Dinwiddie. The motion carried unanimously.

**RECOGNITION:** Director Haney and Michele Elliott recognized the teachers of the year as nominated by their peers. Holly Knott was selected TES Teacher of the Year. Kim Laughlin was selected TRMS Teacher of the Year. Katie Bruketta was selected PHS Teacher of the Year and TSSD Teacher of the Year. She will compete for Gibson County Teacher of the Year.

**REPORTS:** Tammy Smith reported that TSSD received \$27,900 from the Fresh Fruit and Vegetable Grant to be used at TES.

Tammy also reported that TSSD and USDA were working together to try and schedule a date for Farmers to Families Food Box Program. The first date was cancelled due to shipping issues at the supplier.

**CONSENT AGENDA:** The following items appeared on the “Consent Agenda”:

1. Approval of Central Office Financial Report
2. Approval of Three Schools Financial Report
3. Approval of Technology Surplus
4. Approval of IDEA Discretionary 890 Budget Amendment
5. Approval of Central Office Surplus
6. Approval of CTE Budget Amendment

Justin Weaver made the motion to approve with a second by Clint Hickerson. The motion carried unanimously.

**REGULAR AGENDA:** The following items appeared on the “Regular Agenda”:

**APPROVAL OF 2020-2021 DISCIPLINARY HEARING BOARD MEMBERS:** Director Haney requested approval of the 2020-2021 Disciplinary Hearing Board Members to include: Charlotte Doaks, Randy Reynolds, Greg Vinson, Jason Driggers, Kelly Vonner, and Stephanie Franks. Dee Ann made a motion to approve with a second by Katie Dinwiddie. The motion carried unanimously.

**APPROVAL OF NEW GENERAL PURPOSE BUDGET ITEMS:** Tammy Smith requested the addition of \$30,980 for Safe Schools Grant to Other State Grants and expended in through Other Equipment, Administrative Equipment, and Other Supplies and Materials. Dee Ann McEwen made a motion to approve with a second by Justin Weaver. The motion carried unanimously.

Tammy requested approval of \$40,000 to be added to Corona Relief Grants and Instructional Supplies and Materials and Other Equipment for the recent receipt of LEA Reopening and Programmatic Support Grant. Clint Hickerson made a motion to approve with a second by Katie Dinwiddie. The motion carried unanimously.

**APPROVAL OF TITLE I CARRYOVER BUDGET AMENDMENT:** Tammy Smith requested approval of the addition of \$15,191.60 in carryover money to be expended in Regular Instruction - Equipment for Title I. Katie Dinwiddie made a motion to approve with a second by Justin Weaver. The motion carried unanimously.

**APPROVAL OF TITLE II CARRYOVER BUDGET AMENDMENT:** Tammy Smith requested approval of the addition of \$16,190.72 in carryover money to be expended in Support Services - Other Fringe Benefits and In-Service Staff Development for Title II. Justin Weaver made a motion to approve with a second by Clint Hickerson. The motion carried unanimously.

**APPROVAL OF TITLE III CARRYOVER BUDGET AMENDMENT:** Tammy Smith requested approval of the addition of \$3,959.52 in carryover money to be expended in Other Student Support - Other Supplies and Materials for Title III. Katie Dinwiddie made a motion to approve with a second by Dee Ann McEwen. The motion carried unanimously.

**APPROVAL OF TITLE VA CARRYOVER BUDGET AMENDMENT:** Tammy Smith requested approval of the addition of \$1,534.14 in carryover money to be expended in Regular Instruction Support - Workers’ Compensation and Other Supplies and Materials for Title VA. Dee Ann McEwen made a motion to approve with a second by Katie Dinwiddie. The motion carried unanimously.

**APPROVAL OF IDEA 901 CARRYOVER BUDGET AMENDMENT:** Tammy Smith requested approval of the addition of \$32,543.99 in carryover money to be expended in Special Education - Teachers, Contracts with Private Agencies, Other Supplies and Materials, SPED Equipment, Medical Insurance, Contracts with Other Public Agencies, Maintenance & Repair Equipment, and In-Service/Staff Development for IDEA 901. Clint Hickerson made a motion to approve with a second by Katie Dinwiddie. The motion carried unanimously.

**APPROVAL OF IDEA PRE-SCHOOL CARRYOVER BUDGET AMENDMENT:** Tammy Smith requested approval of the addition of \$9,209.62 in carryover money to be expended in Special Education – Instructional Materials and Supplies for IDEA Pre-School. Justin Weaver made a motion to approve with a second by Dee Ann McEwen. The motion carried unanimously.

**APPROVAL OF NEW SCHOOL NUTRITION BUDGET ITEMS:** Tammy Smith requested approval of \$27,900 to be added to USDA – Other for revenue and expended through Food Supplies for the recent Fresh Fruit and Vegetable Grant. Dee Ann McEwen made a motion to approve with a second by Clint Hickerson. The motion carried unanimously.

**DIRECTORS REPORT:** The following items were shared by Director Haney:

Retirement – Terrie Joyner, PHS Bookkeeper

Tom Ferrell Tower Update – Tom has sold the tower to K2 Towers out of Delaware. Site survey was conducted during Fall Break.

Collaborative Conferencing Update – Justin Weaver is representing the Board on the committee. Hope to have a MOU for approval at November’s meeting.

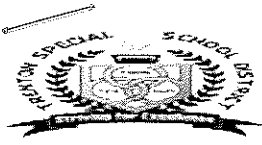
**ADJOURNMENT:** With no further business Clint Hickerson made the motion to adjourn. Justin Weaver seconded the motion. The motion carried unanimously.

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Chairman of the Board

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Secretary to the Board

## October 2020 DHB Report

1. An 11<sup>th</sup> grade student was brought before the Board for drug possession at school. The student was placed in alternative school. Return date to regular classes is October 25, 2021.
2. An 11<sup>th</sup> grade student was brought before the Board for possession and distribution of THC at school. The student was placed in alternative school. Return date to regular classes is October 25, 2021.
3. An 11<sup>th</sup> grade student was brought before the Board for possession of drugs and drug paraphernalia and smoking drugs in the bathroom at school. The student was placed in alternative school. Return date to regular classes is October 25, 2021.



Parra, Shannon <shannon.parra@trentonssd.org>

**Fwd: Preliminary Grant Notification: TN Department of Education Connectivity Grant**

1 message

Haney, Tim <tim.haney@trentonssd.org>  
To: Shannon Parra <shannon.parra@trentonssd.org>

Tue, Oct 20, 2020 at 7:49 AM

**Tim Haney**  
Director of Schools  
Trenton Special School District  
<http://www.trentonssd.org/>  
731-855-1191 (Office)  
731-487-0861 (Cell)



----- Forwarded message -----

From: **Vijay Gollapudi** <Vijay.Gollapudi@tn.gov>  
Date: Tue, Oct 20, 2020 at 6:40 AM  
Subject: Preliminary Grant Notification: TN Department of Education Connectivity Grant  
To: tim.haney@trentonssd.org <tim.haney@trentonssd.org>

Good afternoon,

Thank you for applying for the Technology Connectivity Grant from the Department of Education. This grant is intended to assist with efforts districts have undertaken to extend internet connectivity to additional Tennessee students during this pandemic. The work you have done to ensure students have consistent access to high quality instruction is critical to continuing to advance their learning. We appreciate your efforts!

We are happy to announce, based on the application amounts, that we are able to reimburse 100% of the requests up to \$150 per household.

The information below provides your district's grant award information:

Trenton	
Household Device Quantity	Award Amount
125	\$18,750.00

In order to view your Grant Award Notification, please log into ePlan and use the following file path, LEA Library→ 2021→Connectivity Grant GAN. Please see the FAQ document (linked here) to guide you on next steps. Grant Award Notifications should be available in ePlan within the next 24-48 hours.

All reimbursements are subject final review and approval of purchase orders and invoices to ensure funds have been expended within the grant window. We were able to extend the expenditure windows to December 30, 2020. Please ensure all invoices are loaded into

141 General Purpose School		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
<b>Revenues</b>							
40210	Local Option Sales Tax	900,000.00	(201,940.29)	22.44 %	75,000.00	(100,858.77)	134.48 %
40350	Interstate Telecommunications Tax	5,000.00	(1,685.50)	33.71 %	416.67	(1,007.41)	241.78 %
40610	Current Property Tax	2,534,754.00	(382.00)	0.02 %	211,229.50	0.00	0.00 %
40620	Prior Year's Property Tax	100,000.00	(52,498.53)	52.50 %	8,333.33	(16,379.60)	196.56 %
40630	Interest And Penalty	10,000.00	(2,462.41)	24.62 %	833.33	(558.76)	67.05 %
40650	Payments In Lieu Of Taxes	2,500.00	(722.16)	28.89 %	208.33	(240.72)	115.55 %
41110	Marriage Licenses	300.00	(79.65)	26.55 %	25.00	(37.80)	151.20 %
43531	Transportation - Other State Systems	6,000.00	0.00	0.00 %	500.00	0.00	0.00 %
43570	Receipts From Individual Schools	25,000.00	0.00	0.00 %	2,083.33	0.00	0.00 %
43581	Community Service Fees - Children	2,000.00	0.00	0.00 %	166.67	0.00	0.00 %
43990	Other Charges For Services	22,000.00	(2,074.00)	9.43 %	1,833.33	0.00	0.00 %
44110	Investment Income	25,000.00	(3,128.06)	12.51 %	2,083.33	(918.67)	44.10 %
44120	Lease/Rentals	9,000.00	(4,575.00)	50.83 %	750.00	(1,400.00)	186.67 %
44170	Miscellaneous Refunds	0.00	(3,592.78)	0.00 %	0.00	0.00	0.00 %
44530	Sale Of Equipment	0.00	(419.00)	0.00 %	0.00	0.00	0.00 %
44570	Contributions & Gifts	1,500.00	(1,500.00)	100.00 %	125.00	0.00	0.00 %
46511	Basic Education Program	7,981,000.00	(1,596,200.00)	20.00 %	665,083.33	(798,100.00)	120.00 %
46515	Early Childhood Education	410,131.00	(71,411.07)	17.41 %	34,177.58	(71,411.07)	208.94 %
46590	Other State Education Funds	96,829.00	(21,315.17)	22.01 %	8,069.08	(11,632.23)	144.16 %
46591	Coordinated School Health ARRA	105,000.00	(18,558.10)	17.67 %	8,750.00	(18,558.10)	212.09 %
46594	Family Resource Centers ARRA	29,611.00	(8,650.89)	29.22 %	2,467.58	(8,650.89)	350.58 %
46610	Career Ladder Program	17,000.00	0.00	0.00 %	1,416.67	0.00	0.00 %
46980	Other State Grants	24,333.33	(30,668.33)	126.03 %	2,027.78	(6,335.00)	312.41 %
47143	Special Education - Grants To States	1,965.00	0.00	0.00 %	163.75	0.00	0.00 %
47303	LEA Reopening and Programmatic	0.00	(40,000.00)	0.00 %	0.00	(40,000.00)	0.00 %
49800	Transfers In	5,000.00	0.00	0.00 %	416.67	0.00	0.00 %
	<b>Total Revenues</b>	<b>12,313,923.33</b>	<b>(2,061,862.94)</b>	<b>16.74 %</b>	<b>1,026,160.28</b>	<b>(1,076,089.02)</b>	<b>104.87 %</b>
<b>Expenditures</b>							
71100	Regular Instruction Program	(5,314,357.00)	1,049,421.83	19.75 %	(442,863.08)	370,912.21	83.75 %
71150	Alternative Instruction Program	(255,166.00)	40,842.24	16.01 %	(21,263.83)	20,573.07	96.75 %
71200	Special Education Program	(472,343.00)	75,331.85	15.95 %	(39,361.92)	36,093.31	91.70 %
71300	Career and Technical Education	(335,781.33)	79,967.97	23.82 %	(27,981.78)	24,289.99	86.81 %
71400	Student Body Education Program	(39,435.00)	3,547.88	9.00 %	(3,286.25)	1,933.13	58.82 %
72110	Attendance	(130,919.00)	20,899.76	15.96 %	(10,909.92)	10,441.43	95.71 %
72120	Health Services	(214,218.00)	31,773.00	14.83 %	(17,851.50)	13,665.88	76.55 %
72130	Other Student Support	(433,502.00)	98,626.16	22.75 %	(36,125.17)	37,301.37	103.26 %
72210	Regular Instruction Program	(556,022.00)	100,797.24	18.13 %	(46,335.17)	31,285.98	67.52 %

141 General Purpose School		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
72220	Special Education Program	(51,770.00)	12,959.78	25.03 %	(4,314.17)	4,903.95	113.67 %
72230	Career and Technical Education	(41,529.00)	7,751.81	18.67 %	(3,460.75)	4,307.31	124.46 %
72250	Instructional Technology	(320,267.00)	106,611.68	33.29 %	(26,688.92)	45,758.07	171.45 %
72310	Board Of Education	(197,523.00)	59,317.00	30.03 %	(16,460.25)	1,977.11	12.01 %
72320	Director Of Schools	(165,327.00)	38,334.12	23.19 %	(13,777.25)	12,206.30	88.60 %
72410	Office Of The Principal	(731,175.00)	164,735.94	22.53 %	(60,931.25)	59,821.22	98.18 %
72510	Fiscal Services	(74,725.00)	16,146.62	21.61 %	(6,227.08)	5,309.94	85.27 %
72520	Human Services/Personnel	(102,573.00)	25,597.43	24.96 %	(8,547.75)	9,975.05	116.70 %
72610	Operation Of Plant	(953,840.00)	257,980.60	27.05 %	(79,486.67)	48,558.08	61.09 %
72620	Maintenance Of Plant	(329,844.00)	176,463.84	53.50 %	(27,487.00)	55,051.70	200.28 %
72710	Transportation	(333,270.00)	53,489.56	16.05 %	(27,772.50)	18,823.94	67.78 %
72810	Central And Other	(37,500.00)	21,684.69	57.83 %	(3,125.00)	1,055.77	33.78 %
73300	Community Services	(3,180.00)	0.00	0.00 %	(265.00)	0.00	0.00 %
73400	Early Childhood Education	(410,132.00)	72,256.45	17.62 %	(34,177.67)	32,433.57	94.90 %
76100	Regular Capital Outlay	(2,358,779.00)	2,165,244.82	91.80 %	(196,564.92)	(933,403.18)	-474.86 %
82130	Education	(615,000.00)	0.00	0.00 %	(51,250.00)	0.00	0.00 %
82230	Education	(614,093.00)	0.00	0.00 %	(51,174.42)	0.00	0.00 %
	<b>Total Expenditures</b>	<b>(15,092,270.33)</b>	<b>4,679,782.27</b>	<b>31.01 %</b>	<b>(1,257,689.19)</b>	<b>(86,724.80)</b>	<b>-6.90 %</b>
<b>Total</b>	<b>141 General Purpose School</b>	<b>(2,778,347.00)</b>	<b>2,617,919.33</b>	<b>94.23 %</b>	<b>(231,528.92)</b>	<b>(1,162,813.82)</b>	<b>-502.23</b>

142 School Federal Projects		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
<b>Revenues</b>							
44110	Investment Income	0.00	(18.42)	0.00 %	0.00	(4.57)	0.00 %
47131	Vocational Educ - Basic Grants To	26,932.36	(4,960.59)	18.42 %	2,244.36	0.00	0.00 %
47141	Title 1 Grants To Local Educ Agencies	426,150.11	(72,032.97)	16.90 %	35,512.51	(32,087.19)	90.35 %
47143	Special Education - Grants To States	303,283.00	(54,273.90)	17.90 %	25,273.58	(23,246.62)	91.98 %
47145	Special Education Preschool Grants	10,139.00	(8,371.36)	82.57 %	844.92	(3,711.34)	439.26 %
47146	English Language Acquisition Grants	3,416.96	0.00	0.00 %	284.75	0.00	0.00 %
47148	Rural Education	24,935.58	(4,098.67)	16.44 %	2,077.97	(2,048.36)	98.58 %
47189	Eisenhower Prof Development State	59,453.76	(2,316.39)	3.90 %	4,954.48	(658.19)	13.28 %
47301	ESSER Grant	276,323.04	(79,182.79)	28.66 %	23,026.92	(79,182.79)	343.87 %
	<b>Total Revenues</b>	<b>1,130,633.81</b>	<b>(225,255.09)</b>	<b>19.92 %</b>	<b>94,219.48</b>	<b>(140,939.06)</b>	<b>149.59 %</b>
<b>Expenditures</b>							
71100	Regular Instruction Program	(372,369.04)	132,099.08	35.48 %	(31,030.75)	28,400.33	91.52 %
71200	Special Education Program	(283,419.00)	64,788.39	22.86 %	(23,618.25)	23,266.21	98.51 %
71300	Career and Technical Education	(18,023.04)	10,021.05	55.60 %	(1,501.92)	(1,139.54)	-75.87 %
72120	Health Services	(83,622.00)	43,156.63	51.61 %	(6,968.50)	36.98	0.53 %
72130	Other Student Support	(12,424.28)	3,322.14	26.74 %	(1,035.36)	(3.32)	-0.32 %
72210	Regular Instruction Program	(212,981.45)	27,756.55	13.03 %	(17,748.45)	12,445.01	70.12 %
72220	Special Education Program	(30,002.00)	8,283.29	27.61 %	(2,500.17)	2,761.02	110.43 %
72230	Career and Technical Education	(1,252.00)	0.00	0.00 %	(104.33)	0.00	0.00 %
72710	Transportation	(104,406.00)	104,406.00	100.00 %	(8,700.50)	0.00	0.00 %
73100	Food Service	(1,615.00)	0.00	0.00 %	(134.58)	0.00	0.00 %
73300	Community Services	0.00	15,341.91	0.00 %	0.00	14,374.82	0.00 %
99100	Transfers Out	(10,520.00)	0.00	0.00 %	(876.67)	0.00	0.00 %
	<b>Total Expenditures</b>	<b>(1,130,633.81)</b>	<b>409,175.04</b>	<b>36.19 %</b>	<b>(94,219.48)</b>	<b>80,141.51</b>	<b>85.06 %</b>
<b>Total</b>	<b>142 School Federal Projects</b>	<b>0.00</b>	<b>183,919.95</b>	<b>100.00 %</b>	<b>0.00</b>	<b>(60,797.55)</b>	<b>0.00 %</b>

143 Central Cafeteria		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
<b>Revenues</b>							
43521	Lunch Payments - Children	128,641.00	(3,512.35)	2.73 %	10,720.08	(943.25)	8.80 %
43522	Lunch Payments - Adults	30,000.00	(755.30)	2.52 %	2,500.00	(320.05)	12.80 %
43523	Income From Breakfast	748.00	0.00	0.00 %	62.33	0.00	0.00 %
44110	Investment Income	100.00	(15.70)	15.70 %	8.33	(4.62)	55.44 %
46520	School Food Service	32,271.00	0.00	0.00 %	2,689.25	0.00	0.00 %
46980	Other State Grants	44,530.00	0.00	0.00 %	3,710.83	0.00	0.00 %
47111	USDA School Lunch Program	500,000.00	0.00	0.00 %	41,666.67	0.00	0.00 %
47112	Account No Longer In Use	65,000.00	0.00	0.00 %	5,416.67	0.00	0.00 %
47113	Breakfast	210,000.00	0.00	0.00 %	17,500.00	0.00	0.00 %
47114	USDA - Other	10,000.00	0.00	0.00 %	833.33	0.00	0.00 %
	<b>Total Revenues</b>	<b>1,021,290.00</b>	<b>(4,283.35)</b>	<b>0.42 %</b>	<b>85,107.50</b>	<b>(1,267.92)</b>	<b>1.49 %</b>
<b>Expenditures</b>							
73100	Food Service	(1,086,290.00)	379,354.50	34.92 %	(90,524.17)	90,868.89	100.38 %
	<b>Total Expenditures</b>	<b>(1,086,290.00)</b>	<b>379,354.50</b>	<b>34.92 %</b>	<b>(90,524.17)</b>	<b>90,868.89</b>	<b>100.38 %</b>
<b>Total</b>	<b>143 Central Cafeteria</b>	<b>(65,000.00)</b>	<b>375,071.15</b>	<b>577.03 %</b>	<b>(5,416.67)</b>	<b>89,600.97</b>	<b>1,654.17</b>

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Trenton Special School District  
Summary Financial Statement  
September 2020

User: Shannon Parra  
Date/Time: 10/29/2020 2:25 PM  
Page 5 of 5

144 School Transportation		Year-To-Date			Month-To-Date		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Account	Description						
<b>Revenues</b>							
43531	Transportation - Other State Systems	420,710.00	(84,453.69)	20.07 %	35,059.17	(22,247.75)	63.46 %
	<b>Total Revenues</b>	<b>420,710.00</b>	<b>(84,453.69)</b>	<b>20.07 %</b>	<b>35,059.17</b>	<b>(22,247.75)</b>	<b>63.46 %</b>
<b>Expenditures</b>							
72710	Transportation	(420,710.00)	84,453.69	20.07 %	(35,059.17)	22,247.75	63.46 %
	<b>Total Expenditures</b>	<b>(420,710.00)</b>	<b>84,453.69</b>	<b>20.07 %</b>	<b>(35,059.17)</b>	<b>22,247.75</b>	<b>63.46 %</b>
<b>Total</b>	<b>144</b> School Transportation	<b>0.00</b>	<b>0.00</b>	<b>100.00 %</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>

## Peabody High School

Balance Sheet Report  
Through 09/30/2020

		General	Restricted	Food Service	Total
<b>Assets</b>					
11	Cash on hand	0.00	0.00	0.00	0.00
12	Cash In banks - checking	37,597.09	186,965.74	0.00	224,562.83
49	Inventory Book Store	0.00	0.00	0.00	0.00
	<b>Total Assets</b>	<b>\$37,597.09</b>	<b>\$186,965.74</b>	<b>\$0.00</b>	<b>\$224,562.83</b>
<b>Liabilities</b>					
91	General fund balance	-40,107.58	0.00	0.00	-40,107.58
	<b>Total Liabilities</b>	<b>\$-40,107.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$-40,107.58</b>
<b>Revenues</b>					
304.3	Pepsi Machine	-1,080.00	0.00	0.00	-1,080.00
307	Donations	-18.79	0.00	0.00	-18.79
321	Board Allocations	-342.26	0.00	0.00	-342.26
333	Safety & Security	-480.00	0.00	0.00	-480.00
	<b>Total Revenues</b>	<b>\$-1,921.05</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$-1,921.05</b>
<b>Expenditures</b>					
411	Admin Supplies & Materials	366.93	0.00	0.00	366.93
420	Other Admin Expenditures	2,014.89	0.00	0.00	2,014.89
426	Copy Machine	1,767.00	0.00	0.00	1,767.00
433	Safety & Security	282.72	0.00	0.00	282.72
	<b>Total Expenditures</b>	<b>\$4,431.54</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,431.54</b>
<b>Restricted Accounts</b>					
601	All Athletics	0.00	-29,150.91	0.00	-29,150.91
801	Beta Club	0.00	-1,758.62	0.00	-1,758.62
802	FFA Club	0.00	-19,073.51	0.00	-19,073.51
807	FCCLA	0.00	-740.36	0.00	-740.36
811	Math Club	0.00	-9.65	0.00	-9.65
813	History Club	0.00	-1.60	0.00	-1.60
814	Pep Club	0.00	-466.91	0.00	-466.91
821	Junior Rotary	0.00	-744.27	0.00	-744.27
822	HOSA	0.00	-716.41	0.00	-716.41
824	Future Teachers of America	0.00	-779.76	0.00	-779.76
825	Girls & Boys State	0.00	-38,248.74	0.00	-38,248.74
827	Peabody Pals	0.00	-670.18	0.00	-670.18
828	STEM Club	0.00	-3,645.55	0.00	-3,645.55
829	21 Plus Club	0.00	-783.30	0.00	-783.30
831	School of Rock	0.00	-193.38	0.00	-193.38
832	AP - Advance Placement	0.00	-14.00	0.00	-14.00
833	SAT Exam	0.00	-15.00	0.00	-15.00
901	Library	0.00	12.45	0.00	12.45
902	Cheerleaders	0.00	-7,668.27	0.00	-7,668.27
903	School Annuals	0.00	-12,577.66	0.00	-12,577.66
904	Band	0.00	-14,092.72	0.00	-14,092.72
906	Student Council	0.00	-2,520.99	0.00	-2,520.99
907	Art	0.00	-518.47	0.00	-518.47
908	Special Olympics	0.00	-344.68	0.00	-344.68
915	Project Inspire	0.00	-596.75	0.00	-596.75
916	Chromebook	0.00	-594.00	0.00	-594.00

## Peabody High School

Balance Sheet Report  
Through 09/30/2020

	General	Restricted	Food Service	Total
931 Operating Account Donations	0.00	-5,824.68	0.00	-5,824.68
932 Football Donations	0.00	-17,874.12	0.00	-17,874.12
933 Girls Basketball Donations	0.00	-1,747.70	0.00	-1,747.70
934 Boys Basketball Donations	0.00	-5,567.00	0.00	-5,567.00
935 Baseball Donations	0.00	-6,209.32	0.00	-6,209.32
936 Golf Donations	0.00	-465.25	0.00	-465.25
937 Girls Soccer Donations	0.00	0.00	0.00	0.00
938 Soccer Donations	0.00	-1,613.69	0.00	-1,613.69
939 Softball Donations	0.00	-3,511.00	0.00	-3,511.00
940 Tennis Donations	0.00	-1,003.75	0.00	-1,003.75
941 Volleyball Donations	0.00	-1,374.84	0.00	-1,374.84
942 Track & Field	0.00	-1,442.27	0.00	-1,442.27
950 Football Donation / Quarterback	0.00	-4,418.88	0.00	-4,418.88
<b>Total Restricted Accounts</b>	<b>\$0.00</b>	<b>\$-186,965.74</b>	<b>\$0.00</b>	<b>\$-186,965.74</b>
<b>Grand Totals :</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Trenton Elementary School**

Balance Sheet Report  
Through 09/30/2020

		General	Restricted	Food Service	Total
<b>Assets</b>					
11	Cash on hand	0.00	0.00	0.00	0.00
12	Cash in banks - checking	36,316.57	21,825.99	0.00	58,142.56
15	Savings #44093565 (Bancorp South)	0.00	0.00	0.00	0.00
16	CD #756070 (Bancorp South)	0.00	0.00	0.00	0.00
17	CD #756088 (Bancorp South)	0.00	0.00	0.00	0.00
43	Bookstore Inventory	0.00	0.00	0.00	0.00
	<b>Total Assets</b>	<b>\$36,316.57</b>	<b>\$21,825.99</b>	<b>\$0.00</b>	<b>\$58,142.56</b>
<b>Liabilities</b>					
91	General fund balance	-41,230.25	0.00	0.00	-41,230.25
	<b>Total Liabilities</b>	<b>\$-41,230.25</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$-41,230.25</b>
<b>Revenues</b>					
313	Instructional Supplies	-458.67	0.00	0.00	-458.67
320	Interest	-29.52	0.00	0.00	-29.52
323	Book Orders	-65.39	0.00	0.00	-65.39
	<b>Total Revenues</b>	<b>\$-553.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$-553.58</b>
<b>Expenditures</b>					
408	Planners	580.37	0.00	0.00	580.37
411	Folders	1,350.00	0.00	0.00	1,350.00
412	Office Supplies	861.03	0.00	0.00	861.03
418	General Supplies	55.00	0.00	0.00	55.00
421	Instructional Supplies	390.94	0.00	0.00	390.94
423	Book Orders	171.05	0.00	0.00	171.05
429	Copy Machines	1,758.28	0.00	0.00	1,758.28
499	Miscellaneous	300.59	0.00	0.00	300.59
	<b>Total Expenditures</b>	<b>\$5,467.26</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,467.26</b>
<b>Restricted Accounts</b>					
801	Vending Teacher Fund	0.00	-386.42	0.00	-386.42
804	Library	0.00	-3,322.92	0.00	-3,322.92
805	Accelerated Reader - AR	0.00	-17.78	0.00	-17.78
811	Fine Arts	0.00	-26.39	0.00	-26.39
814	Computer Lab	0.00	-2,102.54	0.00	-2,102.54
815	PATT	0.00	-301.61	0.00	-301.61
816	Physical Education	0.00	-1,162.59	0.00	-1,162.59
817	Guidance	0.00	-18.36	0.00	-18.36
818	K - 4 Families	0.00	-14.10	0.00	-14.10
819	Yearbook	0.00	-2,051.00	0.00	-2,051.00
825	Destination Imagination (DI)	0.00	-404.03	0.00	-404.03
826	Student of the Month	0.00	-78.40	0.00	-78.40
827	Basketball	0.00	-2,662.38	0.00	-2,662.38
828	Read to Be Ready	0.00	-61.50	0.00	-61.50
829	Do Right	0.00	-9,084.35	0.00	-9,084.35
830	PreK SPED	0.00	-107.62	0.00	-107.62
831	Chrome Book Fees	0.00	-24.00	0.00	-24.00
	<b>Total Restricted Accounts</b>	<b>\$0.00</b>	<b>\$-21,825.99</b>	<b>\$0.00</b>	<b>\$-21,825.99</b>
	<b>Grand Totals :</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Trenton Elementary School**

Balance Sheet Report  
Through 09/30/2020

		General	Restricted	Food Service	Total
<b>Assets</b>					
11	Cash on hand	0.00	0.00	0.00	0.00
12	Cash in banks - checking	36,316.57	21,825.99	0.00	58,142.56
15	Savings #44093565 (Bancorp South)	0.00	0.00	0.00	0.00
16	CD #756070 (Bancorp South)	0.00	0.00	0.00	0.00
17	CD #756088 (Bancorp South)	0.00	0.00	0.00	0.00
43	Bookstore Inventory	0.00	0.00	0.00	0.00
	<b>Total Assets</b>	<b>\$36,316.57</b>	<b>\$21,825.99</b>	<b>\$0.00</b>	<b>\$58,142.56</b>
<b>Liabilities</b>					
91	General fund balance	-41,230.25	0.00	0.00	-41,230.25
	<b>Total Liabilities</b>	<b>\$-41,230.25</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$-41,230.25</b>
<b>Revenues</b>					
313	Instructional Supplies	-458.67	0.00	0.00	-458.67
320	Interest	-29.52	0.00	0.00	-29.52
323	Book Orders	-65.39	0.00	0.00	-65.39
	<b>Total Revenues</b>	<b>\$-553.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$-553.58</b>
<b>Expenditures</b>					
408	Planners	580.37	0.00	0.00	580.37
411	Folders	1,350.00	0.00	0.00	1,350.00
412	Office Supplies	861.03	0.00	0.00	861.03
418	General Supplies	55.00	0.00	0.00	55.00
421	Instructional Supplies	390.94	0.00	0.00	390.94
423	Book Orders	171.05	0.00	0.00	171.05
429	Copy Machines	1,758.28	0.00	0.00	1,758.28
499	Miscellaneous	300.59	0.00	0.00	300.59
	<b>Total Expenditures</b>	<b>\$5,467.26</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,467.26</b>
<b>Restricted Accounts</b>					
801	Vending Teacher Fund	0.00	-386.42	0.00	-386.42
804	Library	0.00	-3,322.92	0.00	-3,322.92
805	Accelerated Reader - AR	0.00	-17.78	0.00	-17.78
811	Fine Arts	0.00	-26.39	0.00	-26.39
814	Computer Lab	0.00	-2,102.54	0.00	-2,102.54
815	PATT	0.00	-301.61	0.00	-301.61
816	Physical Education	0.00	-1,162.59	0.00	-1,162.59
817	Guidance	0.00	-18.36	0.00	-18.36
818	K - 4 Families	0.00	-14.10	0.00	-14.10
819	Yearbook	0.00	-2,051.00	0.00	-2,051.00
825	Destination Imagination (DI)	0.00	-404.03	0.00	-404.03
826	Student of the Month	0.00	-78.40	0.00	-78.40
827	Basketball	0.00	-2,662.38	0.00	-2,662.38
828	Read to Be Ready	0.00	-61.50	0.00	-61.50
829	Do Right	0.00	-9,084.35	0.00	-9,084.35
830	PreK SPED	0.00	-107.62	0.00	-107.62
831	Chrome Book Fees	0.00	-24.00	0.00	-24.00
	<b>Total Restricted Accounts</b>	<b>\$0.00</b>	<b>\$-21,825.99</b>	<b>\$0.00</b>	<b>\$-21,825.99</b>
	<b>Grand Totals :</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Balance Sheet Report  
Through 09/30/2020

		General	Restricted	Food Service	Total
<b>Assets</b>					
11	Cash on hand	0.00	0.00	0.00	0.00
12	Cash in banks - checking	6,143.95	48,649.84	0.00	54,793.79
21	CD#403819 - Security Bank	-166.59	9,980.33	0.00	9,813.74
22	CD April-#400702 - Bank of Commerce	0.00	0.00	0.00	0.00
23	CD June-#201173 - Bank of Commerce	0.00	0.00	0.00	0.00
43	Inventory Book Store	0.00	0.00	0.00	0.00
	<b>Total Assets</b>	<b>\$5,977.36</b>	<b>\$58,630.17</b>	<b>\$0.00</b>	<b>\$64,607.53</b>
<b>Liabilities</b>					
91	General fund balance	-8,296.06	0.00	0.00	-8,296.06
	<b>Total Liabilities</b>	<b>\$-8,296.06</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$-8,296.06</b>
<b>Revenues</b>					
307	Start Up Money	-1,050.00	0.00	0.00	-1,050.00
308	Vending Machines	-177.96	0.00	0.00	-177.96
320	Interest	-27.64	0.00	0.00	-27.64
323	Student Incentive	-1,057.91	0.00	0.00	-1,057.91
	<b>Total Revenues</b>	<b>\$-2,313.51</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$-2,313.51</b>
<b>Expenditures</b>					
411	Start Up Money	1,050.00	0.00	0.00	1,050.00
412	Office Supplies	1,654.99	0.00	0.00	1,654.99
414	Equipment & Repairs	1,594.62	0.00	0.00	1,594.62
500	Miscellaneous	171.00	0.00	0.00	171.00
556	Student Incentive	161.60	0.00	0.00	161.60
	<b>Total Expenditures</b>	<b>\$4,632.21</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,632.21</b>
<b>Restricted Accounts</b>					
505	Team Leader 5	0.00	0.00	0.00	0.00
506	Team Leader 6	0.00	0.00	0.00	0.00
507	Team Leader 7	0.00	0.00	0.00	0.00
508	Team Leader 8	0.00	0.00	0.00	0.00
510	Student Council	0.00	-1,608.65	0.00	-1,608.65
511	Athletic Concessions	0.00	-1.12	0.00	-1.12
512	Book Damage Fees	0.00	-908.96	0.00	-908.96
514	Chromebook fees	0.00	-259.00	0.00	-259.00
555	FCA	0.00	-46.00	0.00	-46.00
557	Art	0.00	-153.28	0.00	-153.28
558	Scholastic Reading Club	0.00	-8.25	0.00	-8.25
602	Cheerleader	0.00	-4,801.51	0.00	-4,801.51
610	Library	0.00	-919.95	0.00	-919.95
611	Accelerated Reader	0.00	-983.05	0.00	-983.05
613	All Athletics Interest	0.00	-136.05	0.00	-136.05
614	Baseball	0.00	-882.54	0.00	-882.54
615	Basketball	0.00	-3,362.50	0.00	-3,362.50
616	Football	0.00	-14,364.70	0.00	-14,364.70
617	Soccer	0.00	-3,357.39	0.00	-3,357.39
618	Softball	0.00	-3,801.31	0.00	-3,801.31
619	Volleyball	0.00	-4,725.58	0.00	-4,725.58
801	Beta Club	0.00	-2,798.13	0.00	-2,798.13
904	Band	0.00	-10,388.95	0.00	-10,388.95

**Trenton Rosenwald Middle School**

Balance Sheet Report  
Through 09/30/2020

		General	Restricted	Food Service	Total
905	Leigh Boyce Memorial Fund	0.00	-1,935.00	0.00	-1,935.00
906	Annual	0.00	-1,207.25	0.00	-1,207.25
909	Leigh Boyce Scholarship Fund	0.00	-1,981.00	0.00	-1,981.00
	<b>Total Restricted Accounts</b>	<b>\$0.00</b>	<b>-\$58,630.17</b>	<b>\$0.00</b>	<b>-\$58,630.17</b>
	<b>Grand Totals :</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>



Cell: B1

Comment: I want that chair!

○-Jon Michael Lee

come and get it...but it will cost you!

○-Lisa Bradford

## Peabody High School Recognition Program Nomination Form

To submit a nomination for consideration of special recognition of an individual for unusual and exemplary accomplishments or contributions to Peabody High School, this form should be completed to document and demonstrate that the candidate's achievements correspond to the attached **Peabody High School Recognition Guidelines**. The completed form with attached documentation should be submitted to the director of schools.

**Please provide the following information pertaining to the candidate:**

### Name

First Tim MI G Last Haney

### Address

Street 50 Humboldt Hwy.

City Trenton State TN Zip 38382

**Did the candidate attend Peabody High School?**

YES \_\_\_\_\_ NO x

**If yes above, did the candidate graduate from Peabody High School?**

YES \_\_\_\_\_ NO x

### Accomplishments

Please attach to this form written information about the candidate that you believe would qualify him or her for special recognition. Please include specific information regarding:

- The candidate's character and citizenship.
- Accomplishments that are considered to be exemplary in his or her field of endeavor.
- Details of any recognition or honors the candidate has received for achievements at a regional, national, or international level.

### Or Contributions

If the candidate is to be recognized for contributing unusual monetary gifts or other resources to Peabody High School, please indicate the value of the gift or resource.

A committee appointed by the school board will review the nomination and determine if the candidate is eligible for special recognition by Peabody High School.

9/8/20

Attached you will find the application for the Peabody High School Recognition Program Nomination Form. I would like the board members to consider naming the new indoor practice center after Tim G. Haney. Coach Haney has dedicated his professional and personal life to this school system. He has had many opportunities to leave for different jobs. Keep in mind these were positions that other schools sought him out for, not jobs that he applied for. However his dedication led him to stay. His home town of Milan even requisitioned his employment, and he declined. His family is also ingrained in the school system. His wife has been a faithful employee of the school district, and his two children Elizabeth, a PHS graduate, and his son, Gunner, a current PHS student. Tim started his career with the TSSD in 1984 and continues to be an asset to the system.

I truly believe that the football program's success is due to the countless hours Tim Haney spent building this program. He spent countless hours in the locker room, developing the program to make it stronger than what it was when he entered. Tim Haney is much more than a football coach; he is an educator and a strong leader. He has kept the school district up to date and moving forward, which has made TSSD a respected school district across the state.

Here are just a few highlights and accomplishments of Coach Haney:

- TES principal
- PHS principal
- TSSD superintendent
- Known as the "General Manager" of Peabody Football for his leadership in facility upgrades.
- Compiled an overall record of 88-77 over 15 years at a time with only 3 classifications.
- Won the Elk's Charity Bowl Championship in 1989 (8-3 overall record).
- Led Peabody to its first ever State Championship appearance at Vanderbilt in 1991.
- Won the school's first ever district title in 1991 (14A) and won it again in 1992 (14A).
- His teams qualified for the playoffs 11 times, including at least a 2<sup>nd</sup> round appearance 5 times.

But, more importantly than any of these accomplishments, he truly cares about the kids and cares about making this school district the best it can be.

## Trenton Special School District Calendar 2021-2022

July 27	PD Day
July 28	PD Day
July 29	Admin Day – Room Prep
August 2	Open House – Grades 1-12/ADMIN Day
August 3	PD Day/Open House for PreK and K
August 4	Students’ First Day – Abbreviated/Full Day for Teachers
September 6	Labor Day (No School)
October 4-8	Fall Break (No School)
November 22-26	Thanksgiving Break (No School)
December 17	Abbreviated Day
December 20-December 31	Winter Break (No School)
January 3	PD Day (No School for Students)
January 4	Students Return to School
January 17	Martin Luther King Day (No School)
February 21	Presidents Day (No School)
March 28-April 1	Spring Break (No School)*
April 15	Good Friday (No School)
May 6	Strawberry Festival (No School)
May 25	Last Day for Students (Abbreviated Day)/Full Day for Teachers
May 26	ADMIN Day

Inclement Weather Make Up Days (If days need to be made up due to inclement weather, these days may be used) – MLK Day, Presidents Day, Strawberry Festival, Spring Break

Other Admin Days will be Parent Teacher Conferences and Online Video Day. **The 5<sup>th</sup> PD day will be completed in the summer before the 2021-22 school year on pre-approved dates.**

\*Spring Break will be in the month of March. It may change from the listed date when the State of Tennessee releases the testing window for 2021-2022.

## TSSD Board of Trustee's 5-Year Plan



### **Mission**

We exist to ensure that all students learn. We support their growth into knowledgeable, skilled and confident citizens capable of succeeding in their work, personal, family and community lives.

### **Vision**

Every child college and career ready; engage, challenge, and inspire all students to create opportunities for themselves and others.

### **Belief statements**

1. Quality public education is a cornerstone of this country.
2. Education is a shared responsibility between students, families, educators, and community members.
3. Everyone has the right to a safe learning environment.
4. A learning community must respect, respond to, and celebrate each student's unique needs, interests and talents.
5. Educators must continually learn, grow, and innovate to improve student learning.
6. Integrity, civility, collaboration, and service are essential to responsible citizenship.

### **Board Values**

1. Students
2. Rigor; a culture of high expectations and accountability.
3. Right to a quality education.
4. Importance of family
5. Equity and Diversity
6. Effort
7. Transparency
8. Sustainability

### **Board Objectives through 2025**

#### **Academic (A)**

1. Improve EOC/TNReady proficiency rates in math by 3-4%.
2. Improve EOC/TNReady proficiency rates in Reading/LA by 3-4%.
3. Increase achievement and TVAAS growth in both literacy and numeracy.
4. Create and maintain an ACT culture across all grades.
5. Improve post-secondary readiness through a rigorous curriculum in all grades.
6. Increase EPSO opportunities.
7. Grow STEM opportunities.

#### **Students (B)**

1. Foster a positive school climate for all (students, teachers, parents).
2. Improve leadership and soft skills
3. Provide academic intervention and enrichment opportunities for all.
4. Increase the number of students in extra-curricular activities.

#### **Personnel (C)**

1. Hire and retain quality employees.
2. Provide quality PD.

#### **Community (D)**

1. Increase community awareness of accomplishments and priorities

#### **Budget/Operations (E)**

1. Continuously review and update district policies and procedures
2. Maximize (and align) resources

#### **Capital Improvement/Outlay (F)**

1. Complete assessment of existing infrastructure
2. Identify capital outlay priorities and develop long and short term plans for addressing those priorities.

## **Board Strategies to Achieve State Objectives**

### **Section A – Academics**

- 1.1 Adopt aligned curricula to support state standards.
- 1.2 Utilize quality literacy practices and programs, i.e., Read2Bready.
- 1.3 Provide interventions for struggling readers, writers, and math students.
- 1.4 Adopt districtwide benchmark assessments which support state standardized tests and accurately measure student growth.
- 1.5 Utilize instructional technology to support learning (one-to-one student Chromebooks).
- 1.6 Communicate clearly student work expectations and criteria for measurement (benchmark exams).
- 1.7 Prioritize relationships to enhance and enrich students' educational experiences.
- 1.8 Continue student strategies which encourage and create an 'ownership' mindset. Examples include the use of rubrics, individual student portfolios to self-monitor progress, and engaging student in service learning activities in both the school and community.
- 2.1 Continue mandatory ACT Prep classes for all juniors.
- 2.2 Initiate the administration of a full-length ACT practice test during both the Freshman and Sophomore years.
- 2.3 Initiate ACT Prep in the 8<sup>th</sup> grade as well as a full-length practice test.
- 4.1 Retain outside consultant (Instruction Partners) to improve rigor across all grades.
- 4.2 Maintain and grow current ACT culture (prep, incentives and recognitions for high scores).
- 4.3 Add AP classes at the high school level, beginning in 2019 with Human Geography. Expand yearly with Computer Science Principles, World History, and Physics.
- 4.1 Continue to utilize and grow offerings from DSCC (currently offer 42 hours).
- 4.2 Addition of the aforementioned AP courses.
- 4.3 Explore existing offerings for CLEP opportunities.
- 5.1 Add STEM Program of Study to course offerings at the high school.
- 5.2 Create STEM workspace for STEM program.
- 5.3 Continue to host and grow the annual STEM Expo held each Spring.

### **Section B – Students**

- 1.1 Engage students at the middle school in the 'House' program.
- 1.2 Continue with the implementation of PBIS at the middle school and expand it into the elementary school.
- 1.3 Continue at the middle school the SEL practices currently in place and expand SEL into both the elementary and high school.
- 2.1 Reference Section A, 1.3 above.
- 2.2 Utilize the 21<sup>st</sup> Century grant to provide service organizations and opportunities for the enrichment of students.
- 2.3 Utilize the 21<sup>st</sup> Century grant for academic interventions and tutoring for struggling students.
- 3.1 Provide needed supports to sponsors, directors, and coaches to assist them in continuing to run excellent extracurricular programs.

### **Section C – Personnel**

- 1.1 Implement recruitment practices which ensure the hiring of highly effective teachers.
- 1.2 Continue pay incentives for those who serve in teacher leader roles or teach in hard to staff positions.
- 1.3 Continue to implement/improve Mentor/Orientation procedures for new personnel.
- 2.1 Prioritize and protect teaching time.
- 2.2 Continue opportunities for teachers to serve in leadership roles.
- 2.3 Provide individual teacher support/feedback through the use of Instructional Coaches.
- 2.4 Encourage continual improvement through PLC's.
- 2.5 Adopt, ensure access to, and monitor the use of quality instructional resources and curriculum.
- 2.6 Recognize and celebrate student and staff successes.
- 2.7 Communicate clearly the professional growth expectations and provide teachers with support and opportunities to learn.

## **Section D – Community**

- 1.1 Promote family engagement through user-friendly websites, social media pages, and, in the future, training for parents in supporting their child academically, socially, and emotionally. Continue to strengthen e-mail, website, phone notification, and social media communication in order to provide accurate and timely information regarding all things concerning TSSD: academics, athletics, opportunities for employment, safety, weather closings, etc.
- 1.2 Collaborate with businesses and manufacturers to educate students on college and career readiness opportunities.
- 1.3 Ensure that a consistent message of the TSSD vision and goals comes from every school and central office in the district.

## **Section E- Budget/Operations**

- 1.1 Our BOE (Board of Education) will receive regular updates in all matters pertinent to their role as a board.
- 1.2 BOE members will comply with all TSBA requirements and are requested to strengthen communication with legislators.
- 1.3 Continue support services for students through CSH, Safety, Family Resource, Pre-K, etc.
- 1.4 The BOE will regularly, at meetings, update district policies and procedures.
- 2.1 BOE should monitor monthly the revenue received and funds spent to ensure clean audits.

## **Section F- Capital Improvement/Outlay**

- 1.1 Conduct facility assessment of all buildings in order to maintain and upgrade facilities.
- 1.2 Review annual recommendations from principals, maintenance department, safety supervisor, and others for the purpose of continual improvement.
- 1.3 Assess/upgrade/improve as needed kitchens, extracurricular areas, playgrounds, etc.
- 1.4 Maintain surveillance equipment.
- 1.5 Assessment and guidance of safety protocols in each building.
- 1.6 Establish cyclical purchase plan for buses, maintenance trucks, etc.
- 1.7 Monitor and increase, when possible, the district bandwidth.
- 1.8 Maintain and increase, when possible, one-to-one technology devices.
- 2.1 Continue and complete energy efficiency project with Johnson Controls by Summer, 2019.
- 2.2 Complete building committee work as to new indoor athletic/band facility by Fall, 2019.

# Trenton Special Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Tobacco-Free Schools</b>	Descriptor Code: <b>1.803</b>	Issued Date: <b>09/02/14</b>
		Rescinds: <b>1.803</b>	Issued: <b>06/06/06</b>

1 All uses of tobacco and tobacco products, including smokeless tobacco, electronic cigarettes and  
2 associated paraphernalia are prohibited in all of the school district's buildings and in all vehicles that are  
3 owned, leased or operated by the district.<sup>1,2</sup> Smoking shall be prohibited in any public seating areas  
4 including, but not limited to, bleachers used for sporting events or public restrooms.<sup>3</sup>

5 District employees and students enrolled in the district's schools will not be permitted to use tobacco or  
6 tobacco products, including smokeless tobacco, electronic cigarettes and associated paraphernalia while  
7 they are participants in any class or activity in which they represent the school district.

8 ~~Any student who possesses tobacco products shall be issued a citation by the school principal/resource~~  
9 ~~officer.<sup>4</sup> The director of schools, in cooperation with the juvenile court and the local (police/sheriff's~~  
10 ~~department), is responsible for developing procedures for issuance of the citations which shall include~~  
11 ~~the form and content of citations and methods of handling completed citations.~~

12 ~~Parents and students shall be notified of this citation requirement at the beginning of each school year.~~

13 Signs will be posted throughout the district's facilities to notify students, employees and all other persons  
14 visiting the school that the use of tobacco and tobacco products is forbidden. The following notice shall  
15 be prominently posted (including at each ticket booth) for elementary or secondary school sporting  
16 events: *Smoking is prohibited by law in seating areas and in restrooms.*<sup>5</sup>

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## Legal References

1. Section 1042 of the Environmental Tobacco Smoke/Pro-Children Act of 1994
2. TCA 39-17-1604(6)
3. TCA 39-17-1604(10)
4. TCA 39-17-1505
5. TCA 39-17-1605

Click here to choose a school board.

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term: <b>Promotion and Retention</b>	Descriptor Code: <b>4.603</b>	Issued Date:
		Rescinds:	Issued:

1 **PROMOTION<sup>1</sup>**

2 The Director of Schools/designee shall promote students to the next grade level based on the  
3 successful completion of required academic work or demonstration of satisfactory progress in each of  
4 the relevant academic areas. However, no student enrolled in the third grade shall be promoted unless  
5 the student has shown a basic understanding of curriculum and the ability to perform the skills required  
6 in the subject of reading as demonstrated by the student's grades or standardized test results. This  
7 requirement shall not apply to students who are participating in a board-approved, research-based  
8 intervention prior to the beginning of the next school year or to students who have an individualized  
9 education program (IEP).<sup>2</sup>

10 Students who have difficulty in achieving the requirements for promotion **may be considered** for  
11 retention. Schools shall identify these students by February 1<sup>st</sup>. Factors used to identify students for  
12 retention shall include:<sup>1</sup>

- 13 1. Ability to perform at the current grade level;
- 14 15 2. Results of local assessments, **screening, or monitoring tools;**
- 16 17 3. State assessments, as applicable;
- 18 19 4. Overall academic achievement of the student;
- 20 21 5. Likelihood of success with more difficult material if promoted to the next grade;
- 22 23 6. Attendance record; and
- 24 25 7. Social and emotional maturity.

26 Students may be identified for retention after the February 1<sup>st</sup> deadline if the delay in identifying a  
27 student is due to:

- 28 1. Date of enrollment;
- 29 30 2. Additional information acquired after results of local assessment, screening, or monitoring are  
31 32 released.

1 When a student **is considered** for retention, the student's parent(s)/guardian(s) shall be notified within  
2 fifteen (15) calendar days, and an individualized promotion plan shall be developed to help the student  
3 avoid retention. The plan shall be developed in coordination with the student's teachers and may also  
4 include input from the student's parent(s)/guardian(s), school counselor, or other appropriate school  
5 personnel. A copy of the plan will be provided to the student's parent(s)/guardian(s).

6 The Director of Schools shall develop procedures governing how decisions on retention will be made  
7 after the student begins work on his/her individualized promotion plan.

### 8 *K – 3 Reading Notification*

9 If it is determined through a student's overall performance or a state or local assessment that a student  
10 in grades kindergarten through three (K-3) is not meeting grade-level standards in reading, the  
11 student's parent(s)/guardian(s) shall be notified within fifteen (15) calendar days of such  
12 determination.

### 13 **RETENTION<sup>1</sup>**

14 A student may be retained when such retention is in the best interest of the student. However, a student  
15 shall not be retained more than once in any grade.

16 If a student is retained, the Director of Schools/designee shall develop an individualized academic  
17 remediation plan prior to the start of the next school year. A copy of the plan shall be provided to the  
18 student's parent(s)/guardian(s) within ten (10) calendar days of its development. This plan shall  
19 include at least one of the following strategies:

- 20 1. Adjustment to the current instructional strategies or materials;
- 21
- 22 2. Additional instructional time;
- 23
- 24 3. Individual tutoring outside of school hours;
- 25
- 26 4. Modification to the student's classroom assignment to ensure the student receives  
27 instruction from a teacher with a level of overall effectiveness of above expectations (level  
28 4) or significantly above expectations (level 5); or
- 29
- 30 5. Attendance or truancy interventions.

31 The Director of Schools shall develop procedures to ensure appropriate recordkeeping of students who  
32 are retained.

33 For the purpose of determining the effectiveness of retention toward improving student achievement,  
34 the progress of retained students shall be closely monitored and reported to parent(s)/guardian(s) at  
35 least three (3) times during the school year in which the student is retained.

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Legal References

1. State Board of Education Policy 3.300; TRR/MS 0520-01-03-.03(6)
2. TCA 49-6-3115; 20 USCA § 1400 et seq.

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Cross References

Credit Recovery 4.210  
Grading System 4.600  
Reporting Student Progress 4.601  
Attendance 6.200  
Student Assignments 6.205  
Homeless Students 6.503  
Student Records 6.600

# Trenton Special Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Sick Leave</b>	Descriptor Code: <b>5.302</b>	Issued Date: <b>10/02/19</b>
		Rescinds: <b>5.302</b>	Issued: <b>04/07/16</b>

## 1 PROFESSIONAL PERSONNEL

2 The time allowed for sick leave for professional personnel shall be one (1) day for each month employed  
3 during the school year and shall accumulate for an unlimited number of days.<sup>1</sup>

4 Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness  
5 or death of a member of the immediate family of a teacher, including the teacher's wife or husband,  
6 parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-  
7 in-law, son-in-law, brother-in-law, and sister-in-law.<sup>2</sup>

8 A signed statement listing the cause of absence shall be provided by the employee on forms furnished  
9 by the director of schools and shall promptly be given to the immediate supervisor in support of all  
10 claims for sick leave pay. A falsified statement shall be grounds for dismissal.

11 A certificate from the physician on forms furnished by the Board may be required in support of any claim  
12 for sick leave pay.

13 Permanent, cumulative sick leave records for each active professional employee shall be kept in the  
14 director of school's office.

15 A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee school  
16 system, provided that the director of schools of the system in which the accumulated leave was held  
17 provides notarized verification.<sup>3</sup>

18 ~~Sick leave for maternity purposes may be taken during the period of physical disability only. A teacher  
19 may use up to thirty (30) days of accumulated sick leave for the adoption of a child. If both adoptive  
20 parents are teachers only one parent may request leave. Written verification from the adoption agency  
21 or other entity handling the adoption shall be required before the leave is granted.~~

## 22 ADVANCE OF UNEARNED SICK LEAVE

23 A teacher in need of sick leave shall be allowed to use unearned sick leave up to the amount of days  
24 which such teacher may accumulate during the remainder of the school year in which the teacher is  
25 employed. Such advance of sick leave shall be charged to sick leave accumulated in the same school  
26 year.

27 Upon the termination of the employment or at the end of the school year, any teacher using advance sick  
28 leave and not having earned sufficient days to cover any excess sick leave days used shall have deducted  
29 from the final salary payment an amount based on the daily rate of pay sufficient to cover the excess

1 days used. If such salary is not sufficient for this purpose, the teacher shall be liable for reimbursement  
2 of any amount in excess of the final salary.

### 3 **TEN-MONTH CLASSIFIED EMPLOYEES**

4 All full-time ten-month employees earn one (1) sick leave day per month or ten (10) days per year and  
5 two (2) personal days are earned one per half year. Any unused leave shall be carried over to the next  
6 school year. Upon retirement, any unused leave will be reported to TCRS for service credit. If separation  
7 from employment is due to anything other than retirement, any unused leave will be paid at the current  
8 sick leave rate.

### 9 **BUS DRIVERS**

10 Bus drivers earn one-half day of sick leave per month or five (5) per year. Any unused sick leave is paid  
11 in June, at the employee's current daily rate.

### 12 **CLASSIFIED SUPPORT PERSONNEL**

13 Sick leave is available to eligible employees at the rate of (1) day per month, or 12 days annually. If the  
14 employee does not use all of this sick leave, it will be carried over to the following year. Sick leave is  
15 cumulative. In case of illness, the employee shall inform his/her supervisor as soon as possible that s/he  
16 will not be able to report to work.

### 17 **SICK LEAVE BANK**

18 The purpose of the sick leave bank is to provide sick leave to all employees<sup>4</sup> who have suffered an  
19 unplanned personal illness, injury, disability, or quarantine and whose personal sick leave is exhausted.

20 To form a sick leave bank, a minimum of twenty (20) employees from the school system shall ask the  
21 Board for permission to establish a sick leave bank.<sup>5</sup> Upon approval, sick leave bank trustees shall be  
22 appointed and shall operate as the governing body of the sick leave bank and shall enact rules and  
23 regulations consistent with state law.<sup>6</sup> Employees wishing to participate shall initially give a maximum  
24 of three (3) days of sick leave. These days are to be deducted from the employee's personal  
25 accumulation and donated to the sick leave bank. Donations of sick leave to the bank are  
26 nonrefundable and nontransferable.<sup>7</sup>

27 At any time the number of days in the sick leave bank is less than twenty (20), or one (1) per employee  
28 if there are more than twenty (20) members, or at any time deemed advisable, the trustees shall assess  
29 each member one (1) or more days of accumulated sick leave. If an employee has no accumulated sick  
30 leave at the time of assessment, the first earned days shall be donated as they are accrued by the  
31 employee.<sup>7</sup>

32 An employee who is a member of the sick leave bank may request an allotment of days (for the  
33 employee's personal illness only) in the manner designated by the trustees. The need for these days  
34 must be verified by a statement from a doctor.

35 By written notice to the trustees, an employee may withdraw from bank participation on June 30 of any  
36 year.<sup>8</sup> Membership withdrawal results in forfeiture of all days contributed.

- 1 The sick leave bank shall be operated in accordance with state law.

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Legal References

1. TCA 49-5-710(a)(1)
2. TRR/MS 0520-01-02-.04(2)
3. TCA 49-5-710(a)(5)
4. TCA 49-5-811
5. TCA 49-5-803
6. TCA 49-5-804; TCA 49-5-805
7. TCA 49-5-807
8. TCA 49-5-806

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Cross References

Workers' Compensation 3.602  
Short Term Leaves of Absence 5.300  
Family and Medical Leave 5.305  
Physical Assault Leave 5.307

# Trenton Special Board of Education

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term:  <b>Director of Schools Recruitment and Selection</b>	Descriptor Code: <b>5.801</b>	Issued Date: <b>11/06/01</b>
		Rescinds: <b>5.801</b>	Issued: <b>07/13/99</b>

1 When a vacancy occurs, the appointment of a director of schools is a function of the Board.<sup>1</sup> The Board  
 2 is responsible for finding the person it believes can most effectively translate into action the policies of  
 3 the Board and the goals of the community and the professional staff.

4 The Board may employ a consultant to advise and assist the Board in the search and selection process.  
 5 However, final selection shall rest with the Board after a thorough consideration of qualified applicants.  
 6 An interim director of schools appointed during the time of a search shall not become a candidate unless  
 7 the Board expressly permits such inclusion in the selection procedures. A board member may not apply  
 8 for or in any other way be considered for the position of director of schools.<sup>2</sup>

9 Prior to conducting a search to fill the position, the Board shall initially develop the following:<sup>3</sup>

- 10 • a job description
- 11 • a timeline
- 12 • a process for accepting and reviewing applications
- selection procedures which shall include, but not be limited to, the following:

- 13 1. The Board shall invite the community, including board employees, to participate in the process  
 14 of selecting a director of schools by suggesting selection criteria, participating in sessions with  
 15 and asking questions of the candidates and by attending board interviews with the candidates.  
 16 Resumes of persons interviewed by the Board shall be available in the central office for public  
 17 inspection.
- 18 2. The interview process for each finalist shall include meetings with various staff and community  
 19 groups and an interview with the entire board.
- 20 3. Candidates shall be interviewed by the Board in an open session. Only board members will be  
 21 allowed to ask questions during the interview.
- 22 4. The Board will attempt to select a director by unanimous vote, ~~but a two-thirds vote of the~~  
 23 ~~membership of the board shall be required for the appointment of a director of schools.~~

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Legal References

1. TCA 49-2-203(a)(14)
2. TCA 49-2-203(a)(1)(D)
3. TCA 49-2-203(a)(14)(B)

Click here to choose a school board.

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Interrogations and Searches</b>	Descriptor Code: <b>6.303</b>	Issued Date:
		Rescinds:	Issued:

## 1 INTERROGATIONS BY SCHOOL PERSONNEL

2 Students may be questioned by teachers or principals about any matter pertaining to the operation of a  
3 school and/or the enforcement of its rules. Questioning shall be conducted discreetly and under  
4 circumstances which will avoid unnecessary embarrassment to the student. Any student answering  
5 falsely or evasively or refusing to answer a question may be subject to disciplinary action, including  
6 suspension.

7 If a student is suspected or accused of misconduct or infraction of the student code of conduct, the  
8 principal may interrogate the student without the presence of parent(s)/guardian(s).

## 9 INTERROGATIONS BY POLICE (AT ADMINISTRATOR'S REQUEST)

10 If the principal has requested assistance by law enforcement to investigate a crime involving his/her  
11 school, the police may interrogate a student suspect in school during school hours. The principal shall  
12 first attempt to notify the parent(s)/guardian(s) of the student unless circumstances require otherwise.  
13 However, the interrogation may proceed without attendance of the parent(s)/guardian(s), but the  
14 principal/designee shall be present during the interrogation.<sup>1</sup>

## 15 POLICE-INITIATED INTERROGATIONS

16 If the police deem circumstances of sufficient urgency to interrogate students at school for unrelated  
17 crimes committed outside of school hours, the police department should first contact the principal  
18 regarding the planned interrogation and inform him/her of the probable cause to investigate. The  
19 principal shall make reasonable efforts to notify the parent(s)/guardian(s) of the interrogation unless  
20 circumstances require otherwise. The interrogation may proceed without attendance of the  
21 parent(s)/guardian(s), but the principal/designee shall be present during the interrogation.

## 22 SEARCHES BY SCHOOL PERSONNEL

23 In order to ensure a safe and secure learning environment, the Director of Schools shall develop  
24 procedures regarding the searching of students, lockers, vehicles, and containers which are consistent  
25 with state law. The Director of Schools shall develop additional procedures to ensure compliance with  
26 all of the provisions of the School Security Act of 1981.<sup>1,2</sup>

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Legal References

1. TCA 49-6-4203(b)
2. TCA 49-6-4201 *et seq.*; 2014 Tenn. Op. Att’y Gen. 14-21

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Cross References

Traffic and Parking Controls 3.403  
Procedural Due Process 6.302  
Reporting Child Abuse 6.409

Click here to choose a school board.

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Bus Safety and Conduct</b>	Descriptor Code: <b>6.308</b>	Issued Date:
		Rescinds:	Issued:

1 In order to maintain conditions and atmosphere suitable for learning, no person shall enter onto a school  
2 bus except students assigned to that bus or parent(s)/guardian(s) of students or other persons with lawful  
3 and valid business on the bus.<sup>1</sup>

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

6 Students are under the supervision and control of the bus driver while on his/her bus, and all reasonable  
7 directions given by him/her shall be followed. A driver may remove a student in the event that the driver  
8 finds it necessary for the safety of the other student passengers or the driver, provided that the driver  
9 secures the safety of the ejected student for the uncompleted trip. A driver shall report to school  
10 authorities as soon as possible, but no later than the end of the route, any student refusing to obey the  
11 driver or exiting the bus without the driver's permission at a point other than the student's destination  
12 for that trip.<sup>2</sup>

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

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

20 Any student wishing to ride a bus other than his/her designated bus shall have written parental permission  
21 and the approval of the principal/designee.

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

## 24 **USE OF PHOTOGRAPHS AND VIDEO FOOTAGE**

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

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

- 1 The district shall comply with all applicable state and federal laws related to photographs and video  
2 footage.<sup>3</sup> These materials shall be maintained for 5 days. Parent(s)/guardian(s) may submit requests to  
3 view photographs and video footage to the Director of School/designee, and a time shall be arranged for  
4 viewing. The Director of Schools/designee shall be present when parent(s)/guardian(s) are provided the  
5 opportunity to review photographs and video footage.<sup>4</sup>
- 6 The Director of Schools shall develop procedures governing the use of cameras and video cameras in  
7 accordance with the provisions of state and federal law and established board policies.

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**Legal References**

1. TCA 49-6-2008
2. TCA 49-6-2118(d)
3. TCA 10-7-504; 20 USCA §1232g
4. TCA 49-6-2119

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**Cross References**

Student Transportation Management 3.400  
Scheduling and Routing 3.401  
Code of Conduct 6.300  
Suspension 6.316  
Student Records 6.600  
Annual Notification of Rights 6.401  
Inspection & Correction of Student Records 6.602

Click here to choose a school board.

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Physical Examinations and Immunizations</b>	Descriptor Code: <b>6.402</b>	Issued Date:
		Rescinds:	Issued:

1 **PHYSICAL EXAMINATIONS<sup>1</sup>**

2 The principal shall ensure that there is a complete physical examination of each student prior to:

- 3 1. Entering school for the first time<sup>2</sup> and  
4  
5 2. Participation as a member of any athletic team or in any other strenuous physical activity  
6 program.<sup>3</sup>

7 Cost of the examination shall be covered by the parent/guardian of the student. These records shall be  
8 on file in the principal's office.

9 Screening tests as required by the Tennessee Department of Education and the Department of Health  
10 will be conducted. Parent(s)/guardian(s) will receive written notice of any screening result that indicates  
11 a condition that might interfere with their student's progress.

12 The school district will not conduct physical examinations of a student without parental consent or by  
13 court order, unless the health or safety of the student or others is in question.<sup>4</sup>

14 **IMMUNIZATIONS**

15 No students entering school, including those entering kindergarten or first grade, those from out-of-state,  
16 and those from nonpublic schools, will be permitted to enroll without proof of immunization as  
17 determined by the Commissioner of Public Health.<sup>2,5</sup> It is the responsibility of the parent(s)/guardian(s)  
18 to have their children immunized and to provide such proof to the principal of the school which the  
19 student is to attend.<sup>5</sup>

20 Exceptions will be granted to any student whose parent/guardian files with school authorities a signed,  
21 written statement that such measures conflict with the one of the following:

- 22 1. His/her religious tenets and practices, in the absence of an epidemic or immediate threat thereof;<sup>6</sup>  
23 or  
24  
25 2. Due to medical reasons if the student has a written statement from his/her doctor excusing  
26 him/her from such immunization.<sup>7</sup>

27 Proof of exceptions will be in writing and filed in the same manner as other immunization records.

28 A list of transfer students shall be kept at each school in order that their records may be monitored by  
29 the Department of Health.

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Legal References

1. 20 USCA § 1232h(c)
2. TRR/MS 0520-01-03-.08(2)(a)
3. TRR/MS 0520-01-03-.08(2)(b)
4. Tennessee School Health Screening Guidelines,  
[https://www.tn.gov/content/dam/tn/education/csh/csh\\_school\\_health\\_screening\\_guidelines.pdf](https://www.tn.gov/content/dam/tn/education/csh/csh_school_health_screening_guidelines.pdf)
5. TCA 49-6-5001(a),(c)
6. TCA 49-6-5001(b)(2)
7. TCA 49-6-5001(c)(2)

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Cross References

Promoting Student Welfare 6.400

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Reporting Child Abuse</b>	Descriptor Code: <b>6.409</b>	Issued Date:
		Rescinds:	Issued:

1 *General*

2 **The Director of Schools shall:<sup>1</sup>**

- 3 **1. Designate one employee as the Child Abuse Coordinator (the Coordinator) and an additional**
- 4 **employee to serve as the Alternate Child Abuse Coordinator (the Alternate) for each school;**
- 5
- 6 **2. Require that the Coordinator and the Alternate receive appropriate training;**
- 7
- 8 **3. Supply the Coordinator with all necessary resources;**
- 9
- 10 **4. Ensure that all school personnel annually complete the child abuse training program required**
- 11 **by state law.<sup>2</sup>**

12 **The Coordinator shall assist any employee with appropriately reporting and responding to instances of**

13 **child abuse or child sexual abuse.**

14 **REPORTING**

15 All personnel shall be alert for any evidence of child abuse, sexual abuse, or neglect.<sup>3</sup> If personnel

16 know or have reasonable cause to suspect child abuse, sexual abuse, or neglect, a report shall be filed

17 immediately with the Coordinator, the Department of Children's Services (DCS), and law

18 enforcement.<sup>4</sup>

19 The report shall include, to the extent known by the reporter:<sup>5</sup>

- 20 1. The name, address, telephone number, and age of the child;
- 21
- 22 2. The name, telephone number, and address of the parents or persons having custody of the child;
- 23
- 24 3. The nature and extent of the abuse or neglect; and
- 25
- 26 4. Any evidence to the cause or any other information that may relate to the cause or extent of the
- 27 abuse or neglect.

28 The Director of Schools/designee shall develop reporting procedures, including sample indicators of

29 abuse and neglect, and shall disseminate the procedures to all school personnel.

**1 CONFIDENTIALITY**

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

**4 INVESTIGATIONS**

5 School administrators and employees have a duty to cooperate, provide assistance, and information in  
6 child abuse investigations<sup>6</sup> including permitting DCS teams to conduct interviews while the child is at  
7 school. The principal may control the time, place, and circumstances of the interview but may not  
8 insist that a school employee be present even if the suspected abuser is a school employee or another  
9 student. The principal is not in violation of any laws by failing to inform parent(s)/guardian(s) that the  
10 child is to be interviewed even if the suspected abuser is not a member of the child's household.<sup>7</sup>

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**Legal References**

1. Public Acts of 2020, Chapter No. 708
2. TCA 37-1-408
3. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605(a)(4)
4. TCA 37-1-403(a)(2); Public Acts of 2020, Chapter No. 708
5. TCA 37-1-403(b)
6. TCA 37-1-611(b)
7. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

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**Cross References**

Recommendations and File Transfers 5.203  
Staff-Student Relations 5.610  
Interrogations and Searches 6.303  
Student Discrimination, Harassment, Bullying, Cyberbullying, and Intimidation 6.304  
Title IX & Sexual Harassment 6.3041  
Promoting Student Welfare 6.400

Click here to choose a school board.

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Special Education Students</b>	Descriptor Code: <b>6.500</b>	Issued Date:
		Rescinds:	Issued:

1 Special education students between the ages of three (3) and twenty-one (21), inclusive, shall receive the  
2 benefit of a free appropriate public education. These students shall be educated with the general student  
3 population to the maximum extent appropriate and should be placed in separate or special classes only  
4 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.<sup>1</sup>

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

8 Students receiving special education services shall not be restrained except as permitted by state law and  
9 regulations.<sup>3,4</sup> **The Director of Schools shall develop administrative procedures to govern the following:**

10 **1. Personnel authorized to use isolation and restraint;**

11

12 **2. Training requirements for personnel working with special education students; and**

13

14 **3. Incident reporting procedures.<sup>4</sup>**

---

Legal References

1. TCA 49-10-103(c)
2. TRR/MS 0520-01-09-.01
3. TCA 49-10-1301 *et seq.*
4. TRR/MS 0520-01-09-.23

---

Cross References

Special Education 4.202  
Compulsory Attendance Ages 6.201  
Alternative Education 6.319

Click here to choose a school board.

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Students from Military Families</b>	Descriptor Code: <b>6.506</b>	Issued Date:
		Rescinds:	Issued:

1 *General*

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

5 **RELOCATION OF MILITARY SERVICE MEMBER<sup>2</sup>**

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

10 Within 5 days of enrollment, the parent(s)/guardian(s) of the student shall provide proof of residency  
11 within the school district.

12 **ABSENCES**

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

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

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Legal References

1. State Board of Education Policy 2.103
2. TCA 49-6-3101
3. TCA 49-6-3019

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Cross References

- Attendance 6.200  
School Admissions 6.203

November 3, 2020  
New Budget Items

**Health Services**

Security Bank donation to Backpack Program.

Revenue

**44570-302**

Contributions and Gifts

Debit

Credit

\$500.00

\$500.00

Expenditures

**72120-499-302**

Other Supplies and Materials

\$500.00

\$500.00

Budget Amendments  
September 1, 2020



## Proposed Bonus Costs

Appreciation Bonus of \$300 would be paid during American Education Week on Friday, November 20th.

All employees with a daily assignment will receive the bonus once.

178 employees * \$300	53,400
Social Security 6.2%	3,311
Medicare 1.45%	774
Certified Retirement (111 * 10.27%)	3,420
Non-certified Retirement (67 * 5.02%)	1,009
	<hr/>
	61,914

Beck - Custodians (13 but 2 work for TSSD too)	
11 Custodians * \$300	3,300
Social Security 6.2%	205
Medicare 1.45%	48
	<hr/>
	3,552

<b>Total Cost</b>	<b>65,466</b>
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Bonus would required withdrawal from Fund Balance of \$65,466.

## 2020 Local Education Agency Compliance Report

Local education agencies (LEAs) are required to comply with all federal and state education laws and State Board of Education (SBE) rules. This annual compliance report is one mechanism the department uses to ensure education laws and rules are faithfully executed. The commissioner of education is charged with taking corrective action when an LEA is noncompliant with those laws and rules or is not following a department-approved compliance plan.

LEAs must complete this report and, if applicable, the corrective action form, and submit it to the department by **November 30, 2020**. During completion, each LEA should carefully check the status of its compliance with all federal and state education laws and SBE rules. The department verifies and monitors LEA compliance via multiple data sources (e.g., Education Information System, internal program managers), and will consider those sources when making final decisions regarding an LEA's compliance status. Beginning school year 2020-21, the department is formally reinstating LEA approval classifications as outlined in SBE Rule 0520-01-02-.01. Annual compliance report data may inform an LEA's approval classification.

- I certify that the LEA is in compliance with all federal and state education laws and SBE rules.
- I certify that, with the exception of areas indicated in the attached corrective action plan, the LEA is in compliance with all federal and state education laws and SBE rules.

**LEA Name:** Trenton Special School District

**Director of Schools/Superintendent Name:** Tim Haney

**Director of Schools/Superintendent Signature:**

**School Board Chair Name:** Dr. Mark Harper

**School Board Chair Signature:**

**Date of School Board Approval:** 11/3/20

**UPLOAD COMPLETED REPORT TO ePlan BY NOVEMBER 30, 2020**  
(including the corresponding corrective action plan if applicable)  
Upload instructions are accessible [here](#).

Appendix A

**Noncompliance Corrective Action Plan**

**Instructions:** Below is a sample corrective action plan. Using the provided template, report all areas of noncompliance and include corrective action details. Click the attachment (paper clip) icon in the navigation pane of this PDF to access the Word version of the template, which is editable.

Area of Noncompliance	Scope and Reason(s) for Noncompliance	Corrective Action Step(s)	Person(s) Responsible	Anticipated Completion Date(s)
T.C.A. § 49-5-413(a) - Background Checks	Due to a misunderstanding of T.C.A. § 49-5-413(a) compliance requirements, 104 employees hired prior to 2000 have not been fingerprinted.	<ul style="list-style-type: none"> <li>▪ Notify the 104 impacted employees and their supervisors of the outstanding requirement and next steps in writing.</li> <li>▪ Coordinate fingerprinting scheduling, results processing, and related communications.</li> <li>▪ Notify the TDOE director of LEA approval of compliance plan completion.</li> </ul>	Human Resources Director	October 12, 2020
T.C.A. § 49-1-104 - Average Class Size	While no individual K-12 classes within the district exceed the maximum number of students, class size averages at the three elementary schools are not in compliance.	The commissioner approved our corresponding waiver request on August 6, 2020.	Human Resources Director  Human Resources Director (with director of schools copied)	October 13 - December 4, 2020  December 7, 2020
			NA	NA

## Appendix B

For your convenience, the following is a list of helpful links to various state education laws and SBE rules available online.

Public chapters regarding education passed during the 2020 legislative session:

[https://www.tn.gov/content/dam/tn/education/legal/2020\\_legislative\\_report\\_version1.pdf](https://www.tn.gov/content/dam/tn/education/legal/2020_legislative_report_version1.pdf)

Current and pending SBE rules:

<https://www.tn.gov/sbe/rules--policies-and-guidance.html>

SBE frequently asked questions:

<https://www.tn.gov/sbe/about-us/frequently-asked-questions.html>

Tennessee Code Annotated:

<http://www.lexisnexis.com/hottopics/tncode/>

If you have questions regarding applicable laws or SBE rules, please contact the department's deputy general counsel, Lee Danley, at (615) 253-1550 or [Lee.Danley@tn.gov](mailto:Lee.Danley@tn.gov).

**Proposed Memorandum of Understanding**

**Trenton Special School District**

**And**

**Trenton Education Association**

**November 2020**

FOR  
TRENTON SPECIAL SCHOOL DISTRICT  
BOARD OF EDUCATION

---

Dr. Mark Harper, Chairman

FOR THE  
TRENTON EDUCATION ASSOCIATION

---

Mr. Ronny Criswell

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# ARTICLE I: MEMORANDUM OF UNDERSTANDING PROVISIONS

## SECTION 1: PREAMBLE

This Memorandum of Understanding (MOU) is entered into this 10<sup>th</sup> day of October 3<sup>rd</sup> day of November, by the Trenton Special School District School Board and the representatives of the professional employees selected pursuant to the terms of TCA §49-5- 605.

## SECTION 2: RECOGNITION

For the duration of this MOU, the Board recognizes the Trenton Education Association, hereinafter referred to as the “Association”, as the elected representative of all professional certificated employees for collaborative conferencing pursuant to the terms of the Professional Educators Collaborative Conferencing Act of 2011 (PECCA), TCA §49-5- 601.

## SECTION 3: DEFINITIONS

### A. “Board of Education” or “Board”

The “Board of Education” or “Board” means the Trenton Special School District Board of Education.

### B. “Collaborative Conferencing”

“Collaborative conferencing” means the process by which the chair of a Board of education and the Board’s professional employees, or such representatives as either party or parties may designate, meet at reasonable times to confer, consult, discuss, and to exchange information, opinions, and proposals on matters relating to the terms and conditions of professional employee service, using the principles and techniques of interest-based collaborative problem-solving.

### C. “Day”

“Day” means any weekday, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00 A.M. the following day. When school is not in session, a “day” shall be Monday through Friday, excluding holidays.

### D. “Employee’s Team”

“Employees’ team” means those representatives who are chosen pursuant to TCA §49-5-605 to represent professional employees in collaborative conferencing with the Board.

### E. “Grievance”

“Grievance” means any claim by any employee or the professional employees’ organization that there has been a violation, misinterpretation, or misapplication of the terms of this agreement; or a violation, misinterpretation, or misapplication of any written policy or practice of the Board.

### F. “Grievant”

“Grievant” means any professional employee, group of two (2) or more professional employees, or professional employees’ organization bringing a claim pursuant to the grievance procedure found in Article III of this agreement.

**G. “Management Personnel”**

“Management personnel” means those professional employees certified by the Board to represent the Board in the collaborative conferencing process.

**H. “Management Team”**

“Management team” means employees who devote a majority of their time to the system-wide area or areas of professional personnel management, fiscal affairs, or general management and shall specifically include principals, assistant principals, supervisors, and others whose principle responsibilities are administration rather than teaching.

**I. “Memorandum of Understanding”, “MOU”, or “Agreement”**

“Memorandum of Understanding”, “MOU”, or “Agreement” means the written document that memorializes and records the understanding reached by the Board and its professional employees, or their respective representatives, if so designated, as to the terms and conditions of professional services set forth in this part.

**J. “Professional Educators Collaborative Conferencing Act of 2011” or “PECCA”**

“Professional Educators Collaborative Conferencing Act of 2011” or “PECCA” means the process described and authorized pursuant to TCA §49-5-601 et seq.

**K. “Professional Employee” or “Employee”**

“Professional employee” or “employee” means any person employed by any local Board in a position that requires a license issued by the Department of Education for service in public elementary and secondary schools of this state, supported, in whole or in part, by local, state, or federal funds, but shall not include any member of the management team, as defined in this part, or a retired teacher who is employed as a teacher in accordance with Tennessee Code Title 8, chapter 36, part 8.

**L. “Professional Employees’ Organization” or “PEO”**

“Professional employees’ organization” or “PEO” means any organization with membership open to professional employees, as defined in subdivision (8) of TCA § 49-5-602, in which the professional employees participate and that exists for the purpose of promoting the professional status and growth of educators and the welfare of children.

**M. “Representative”**

“Representative” includes any person, or group of persons, organization, or association that is designated and authorized by the professional employees or the local Board to act for the professional employees or local Board, respectively, in the collaborative conferencing process.

**N. “Supervisor”**

“Supervisor” means any professional employee of a local board of education whose full-time job responsibilities consist of oversight of other professional employees or curriculum development or both. Supervisors who spend a majority of their time engaged in administrative duties, rather than a teaching role, are included in the definition of management team.

**O. “Working Conditions”**

“Working conditions” means those fundamental matters that affect a professional employee financially or the employee’s employment relationship with the Board and that are specifically designated as such pursuant to TCA §49-5-601 et seq.

## **SECTION 4: ASSOCIATION RIGHTS**

### **A. Right to Organize**

Employees shall have the right to organize, join, and assist the Association and to participate in professional discussions. The Board shall not discriminate against any employee with respect to hours, wages, terms and conditions of employment for reasons of the employees' membership in the Association, discussions with the Board, or the institution of any grievance, complaint and or proceedings under the agreement.

### **B. Meeting, Notices and General Information**

The Association shall be granted the following at all reasonable times:

1. The use of school buildings for meetings.
2. The use of employee mailboxes, intraschool mail, and school bulletin boards for the purpose of internal communications.
3. The use of school equipment.

All supplies and materials consumed in the exercise of 1, 2, and 3 above shall be provided by the Association. Any repair to equipment resulting from damage while being used by the Association shall be reimbursed to the Board.

### **C. Access to Members**

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided this does not interfere with or interrupt normal school operations.

### **D. School Board Meetings**

1. The president of the Association or his/her designee will be furnished a copy of the agenda of the board meeting at the same time as the board members. Additionally, the president or his/her designee will be allowed to review supporting documentation upon request.
2. The President of the Association or his/her designee shall be furnished a copy of the minutes of each board meeting no more than 30 days after approval. This includes all called meetings.

### **E. Dues Deduction**

#### **1. Authorization**

Annually, during the month of August, the Association will provide the board with signed authorization forms from the members who will have dues deducted by the board. These forms will be delivered to the board no later than ten (10) calendar days before the first payday of the school year. Dues deducted shall be remitted to the Association treasurer.

#### **2. Process**

The Board shall make deductions from each member's pay in twelve (12) equal installments, the amounts totaling the current dues of the Association. All dues deducted by the Board shall be remitted to the Association treasurer no later than ten (10) calendar days after such deductions are made without any cost to the Association. These deductions shall be prorated for members who join after the start of the fiscal year in August.

## ARTICLE II: EMPLOYEE COMPENSATION

### SECTION 1: FULL EXPERIENCE CREDIT

The employee shall be awarded full credit for teaching experience outside the Trenton Special School District subject to qualifications set forth and specified by Tennessee State Board of Education rules and regulations.

### SECTION 2: PAYROLL INSTALLMENTS

Each employee shall be paid on the basis of twelve (12) equal monthly payments.

### SECTION 3: SALARY SCHEDULE

- A. For the ~~2017-2018~~ **2020-2021** school year, the Board agrees to ~~add 2% to the 2016-2017 salary schedule~~ **pay all professional licensed employees a one-time bonus of \$300 to be remitted in November**. All professionally licensed employees shall advance one (1) vertical step on the salary schedule, except those whose placement is at the maximum step for their lane. The ~~increase will be reflected in the 2020-2021 salary schedule~~ **which** will be incorporated in and attached to this agreement **at as** Appendix A.
- B. All professional employees with sixteen to twenty (16-20) years' experience shall receive a ~~\$275~~ **\$375** yearly longevity supplement. Employees with twenty-one to twenty-four (21-24) years' experience shall receive a ~~\$450~~ **\$550** yearly longevity supplement. An employee with twenty-five (25) years' experience and above shall receive a ~~\$725~~ **\$825** yearly longevity supplement. The yearly longevity supplement will be remitted in the November payroll disbursement.

### SECTION 4: EXPENSES FOR TRAVELING EMPLOYEES

Certified professional personnel who are requested to use their automobiles in the performance of their duties shall be reimbursed for trips outside the school district at the current rate of reimbursement.

### SECTION 5: RETIREMENT BENEFITS

THIS BENEFIT IS BASED ON THE LOWEST REGULAR SINGLE PREMIUM MINUS THE MAXIMUM STATE PORTION (CURRENTLY 45%).

The following represent two levels of insurance benefits for retired employees:

- (a) 30 years' experience with TSSD-Accumulative leave does not count toward years of experience.
- (b) Less than 30 years' experience with TSSD
- A. Employees retiring from TSSD with 30 years' experience with TSSD and drawing a monthly check from TCRS.  
*LOWEST INDIVIDUAL PREMIUM MINUS MAXIMUM STATE PORTION = AMOUNT PAID BY TSSD UNTIL MEDICARE ELIGIBLE.*
- B. Employees retiring from TSSD with less than 30 years' experience with TSSD, at least 52 years of age, and drawing a monthly check from TCRS.

*LOWEST INDIVIDUAL PREMIUM MINUS MAXIMUM STATE PORTION X  
THE PERCENTAGE OF 30 YEARS SERVED WITH TSSD = AMOUNT PAID  
BY TSSD UNTIL MEDICARE ELIGIBLE.*

**C. TO QUALIFY:**

1. Employee must retire from TSSD and receive a monthly check from TCRS.
2. Prior to Retirement: Retiree must have at least 10 years of state employment and at least 3 years of insurance coverage with the district's current insurance plan.
3. Prior to Retirement: Retiree with 20 or more years of state employment must have one year of insurance coverage with the district's current insurance plan.
4. The date of retirement must immediately follow the date of final termination.

## **ARTICLE III: GRIEVANCE PROCEDURE**

### **SECTION 1. DEFINITIONS**

- A.** A “Grievance” shall mean any claim by any employee, or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this agreement: a violation of the right of the teacher to fair treatment; or a violation, misinterpretation, or misapplication of any established written policy or practice of the Board.
- B.** The term “day” means any weekday, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00 A.M. the following day. When school is not in session, a “day” shall be Monday through Friday, excluding holidays.

### **SECTION 2. PROCEDURES**

The parties hereto acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. A representative of the employee’s choice may accompany the employee, if requested, to assist in the informal resolution of the grievance provided that the supervisor may request the presence of another administrator other than the Director. The grievance shall be deemed waived unless it is submitted within ten (10) working days after the aggrieved party knew of the event conditions on which the grievance is based. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follows:

#### **Step 1:**

The grievance will be presented in writing to the immediately involved supervisor who will arrange for a meeting to take place within six (6) days after the receipt of the grievance. The grievant, a representative of the grievant’s choice, and the immediately involved supervisor shall be present for the meeting and the supervisor may request the presence of another administrator other than the Director. Within six (6) days of the meeting, the grievant and the director shall be provided with supervisor’s written response, including the reasons for the decision. The grievant will have the responsibility of providing a copy to Trenton Education Association, if so desired. (Appendix B)

#### **Step 2:**

If the grievance is not resolved at step 1, then the grievance may be presented to the Director of Schools within six (6) days after receipt of the Step 1 answer. The Director of Schools shall meet with the grievant and their representative, if the grievant so desires, within six (6) working days of the receipt of the grievance. The Director of Schools will respond to the grievance in writing within six (6) working days of the date of said grievance meeting. If the grievance is resolved to the satisfaction of the grievant at this step, no further action will be taken.

**Step 3:**

If the grievance is not resolved at step 2, or the time limits expire without the issuance of the Director of Schools' written reply, the grievant may request a review by the Board of Education within seven (7) days after the grievant receives a written decision, within ten (10) days after the time limits for step 2 have expired, or not later than two (2) days after the next regularly scheduled board meeting. The request shall be made in writing through the Director of Schools, who shall attach all dated documents and forward the request to the Board of Education. The Board shall review the case; shall hold a hearing, if requested, with the employee and their representative (if grievant so desires); and shall render a decision in writing within ten (10) days of receipt of the grievance. Copies of the decision of the Board of Education shall be sent to the aggrieved employee, and the Director of Schools. If the grievant is a member of a professional employee organization, such as the Trenton Education Association, a copy shall be provided to the President of the grievant's respective PEO.

**Step 4:**

If the grievant is not satisfied with the disposition of the grievance at step 3 or the time limits expire without the issuance of the Board's written reply, the grievant may submit the grievance to fact finding/advisory arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the step 3 answer, then the grievance shall be deemed withdrawn. The arbitrator's ruling will be advisory only.

- a. Neither the Board nor the grievant shall be permitted to assert any grounds or evidence before the arbitrators which was not previously disclosed to the other party.
- b. The arbitrator shall have no power to alter the terms of this agreement.
- c. The arbitrator is empowered to recommend a resolution to the grievance.
- d. The fees and expenses of the arbitrator will be paid by the party filing the grievance.

**SECTION 3. ADVANCED STEP FILING**

1. If the grievant, the designated representative, and the Director of Schools agree, Step 1 of the grievances procedure may be bypassed and the grievance brought directly to Step 2.
2. A grievance involving more than one teacher and grievances involving an administrator above the building level may be initially filed by the grievant at Step 2.

**SECTION 4. REPRESENTATION**

1. The Board acknowledges the right of the grievant's chosen representative to participate in the processing of a grievance at the appropriate level as outlined in this article, and no employee shall be required to discuss any grievance if the representative is not present.
2. In the event that a grievant who is a member of a PEO, such as the Trenton Education Association, chooses not to be represented by their PEO in the processing of a grievance, the grievant shall state this in writing at the time of initial filing. In such

case, the PEO shall be notified at the time of submission of the grievance to Step 1 supervisor in writing that the grievance is in process. Any resolution of this grievance shall not be inconsistent with the terms of this Agreement.

**SECTION 5. FILING OF MATERIALS**

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievances(s) be alluded to in any communication between the administration and said prospective employer.

**SECTION 6: NO REPRISALS**

No reprisals shall be taken by the board or Administration against an employee because of his participation in a grievance.

**SECTION 7. GENERAL**

1. A grievance may be withdrawn at any level without establishing precedent.
2. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
3. All parties shall cooperate in the investigation of any grievance.

## ARTICLE IV: INSURANCE

### SECTION 1. TYPES

The Board shall provide professional employees the following fully-paid insurance coverages:

#### **A. Health and Major Medical**

The board shall provide a health and major medical insurance program for all professional employees, their spouses, and eligible dependents, which meets or exceeds the benefits provided in the State Employees Plan.

#### **B. Life**

The Board shall provide, at the employee's expense, term life insurance coverage to professional employees and their families.

#### **C. Disability**

The Board shall provide a long-term disability insurance program, at the employee's expense, which includes benefits to begin on exhaustion of the employee's sick leave and continue to age 65 at 66  $\frac{2}{3}$  percent (66.67%) of the annual salary as long as the employee is disabled. There shall be:

1. No exclusion of mental or nervous conditions, alcohol or drug addiction;
2. No pre-existing condition or eligibility waiting period; and
3. No more than a 50 percent (50%) deduction of any pay earned for part-time work done for rehabilitation during a term of disability.

#### **D. Accidental Death and Dismemberment**

The Board shall provide, at the employee's expense, accidental death and dismemberment insurance coverage for loss related to qualifying non-occupational and occupational accidents.

#### **E. Workers' Compensation**

The Board shall provide workers' compensation coverage for professional employees. Absences due to injury are charged to sick leave, or the employee may take days without pay. The Board does not pay the difference in the annual salary and the benefits received under the worker's compensation.

#### **F. Dental**

The board shall provide all professional employees, their spouses, and eligible dependents a dental insurance plan, at the employee's expense.

#### **G. Optical**

The board shall provide, at the employee's expense, all professional employees, their spouses, and all eligible dependents a vision care insurance plan.

#### **H. Flexible Benefit Program**

The Board agrees to establish a Flexible Benefit Program under Section 125 of the Internal Revenue Service Code. The program shall include the following reimbursement plans:

1. Medical expense reimbursement
2. Dependent care assistance

## **SECTION 2. COVERAGE**

The Board-provided insurance programs shall be for 12-consecutive months for the duration of this Agreement.

## **SECTION 3. DESCRIPTION**

The Board shall provide each professional employee with a description of the insurance coverages provided pursuant to this Agreement during the annual open-enrollment period, or within (10) days of the date of first employment. The description shall clearly outline the terms, conditions, and limitations of such coverage. The Board agrees to pay 45%, plus \$115, of the selected health insurance plan. The Board shall provide all necessary insurance information in the form of applications and enrollment meetings.

## **SECTION 4. CONTINUATION**

The Board shall continue to make benefit contributions as described above for professional employees on paid leave and those on unpaid Family and Medical Leave Act (FMLA) leave up to 12 weeks. In the event an employee, absent on approved leave due to illness or injury, has exhausted accumulated sick leave and, if applicable, FMLA leave, the above-referenced benefits shall continue at the employee's expense. Employees on unpaid leave, other than FMLA, shall have the option to continue any or all of the insurance and fringe benefits provided by the Board. If the employee elects to continue coverage, the employee must pay the premiums to the Board within 20 days of the billing date.

## **ARTICLE V: FRINGE BENEFITS**

### **SECTION 1: OUT OF ZONE/DISTRICT ATTENDANCE**

Any employee may enroll his/her child in a TSSD school for grades PreK-12 subject to TCA §49-6-3113.

### **SECTION 2: FREE EMPLOYEE ADMISSION**

All professional employees shall be admitted free of charge to all regularly scheduled TSSD extracurricular events held on school property. The employee shall present a TSSD-issued identification to redeem free admission to event.

## **ARTICLE VI: WORKING CONDITIONS**

### **SECTION 1: TEACHING HOURS AND LOAD**

- A.** The workday for full-time licensed and professional staff will be a minimum of seven hours and thirty minutes, including a duty-free lunch period, and will continue until professional responsibilities to the student and the school are completed. Administrative meetings, curriculum development, student supervision, assigned duties, parent conferences, group or individual planning and extra-curricular activities may require hours beyond the stated minimum. All efforts will be made to ensure that afternoon faculty meetings begin as soon as possible after the student dismissal time and that the meetings are reasonable in length. Employees shall have the opportunity to suggest items for the agenda.
- B.** Any teacher who is enrolled in a college or university course may be allowed to leave school at the close of the pupil's day on such days as the class meets provided it does not interfere with other assigned duties.
- C.** Teachers shall be allotted a duty-free planning period of two and one-half (2½) hours each week to provide time for planning, preparation for effective teaching and attention to major program improvement. TCA 49-1-302.e2

### **SECTION 2: PERSONNEL FILES**

#### **A. Contents**

- 1. The school system agrees not to establish any separate personnel file, which is not available for the employee's inspection.
- 2. Grievances, grievance answers, and materials directly related to grievances shall not be maintained in personnel files.
- 3. No anonymous material shall be maintained in an employee's personnel file.

#### **B. Maintenance**

- 1. The school system shall maintain the employee's personnel file at the central office.
- 2. Any employee shall be provided any negative or derogatory material before it is placed in his/her personnel file. He/she shall also be given an opportunity to initial and date the material and to prepare a written response to such material.
- 3. The person or persons who draft and/or place materials in an employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- 4. Each personnel file shall contain a log of dates and names of persons who have made requests to see the file outside authorized personnel.
- 5. In the event that the Board removes any material from an employee's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.
- 6. Administrative files shall be maintained in the principal's office.

#### **C. Access to files**

An employee shall have the right, immediately upon request, to review the contents of his/her personnel/ administrative files and to receive copies of any documents contained therein. An employee shall be entitled to have a representative of their choice accompany him/her during such a review. Upon written authorization by the employee, a

representative of their choice shall have the right to examine and/or obtain copies of materials in an employee's personnel file.

**D. Use of Files**

The Board shall not base any adverse action against an employee upon materials which are contained in such employee's file unless said materials were placed in the files at the time the administration knew of the incident giving rise to such materials and the employee had been notified at such time that materials were being placed in the file.

**SECTION 3: FAIR TREATMENT**

**A. Notification of Deficiencies**

1. The Board, in recognition of the concept of continuous improvement, shall require notification to an employee in writing of any alleged deficiencies, shall indicate expected correction, and shall indicate a reasonable period of correction.
2. No tenured certified professional employee shall be dismissed or suspended except as provided in the Tennessee Teacher Tenure Law. (TCA 49-5-501 through 49-5-513)

**B. Right of Representation**

1. An employee shall have the option to have a representative of their choice present for the purpose of advice and counsel when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance when such matters could adversely affect the employee's employment status. Representation for the purposes of this section shall not be confused with representation described in the Grievance Procedure, as this is an administrative instituted action rather than an employee action.
2. When an employee requests representation, no action shall be taken with respect to the employee until such representative has been given reasonable opportunity to be present.

**SECTION 4: COMPLAINT PROCEDURE**

**A. Procedural Requirement**

Any complaints regarding an employee, whether it be job performance or otherwise, made to a member of the administration by a parent, student, an employee or other person shall be processed according to the "Complaint Procedure".

**B. Procedure**

1. The principal or the employee's immediate supervisor shall meet with the employee to apprise the employee of the nature of the complaint. They may then schedule a meeting with the employee and the complainant in an effort to resolve the complaint at this level.
2. If the complaint cannot be resolved at this level, the principal will inform the Director of Schools of the nature of the complaint and submit the appropriate complaint form. (Appendix C)
3. The Director of Schools or his designee shall then schedule a meeting with the employee and the complainant, either together or separately, in an effort to resolve the complaint.
4. The employee shall have the right to be accompanied by a representative of his/her choice if they so desire any time after Step 2. If after Step 3, the complaint has not been resolved, the Director of Schools will submit a disposition of the complaint in writing to both parties. If a decision is made to enter any materials regarding the complaint in the

employee's personnel file, the employee shall have the right to respond in writing to any complaint or disposition kept in said file. No complaint shall be placed in an employee's personnel file unless it is investigated and accompanied by a written disposition by the Director of Schools.

## **ARTICLE VII: EMPLOYEE LEAVE**

### **SECTION 1: SICK/BEREAVEMENT LEAVE**

Each employee shall be entitled to one (1) sick leave day for each month employed without loss of pay. Sick leave shall accumulate without limit. Sick leave shall be interpreted to mean leave of absence because of: illness of teacher from natural causes or accident, quarantine, or illness or death of member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, great-grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

Upon request, the Board shall grant to any professional employee upon employment or reemployment, the accumulated unused sick leave earned from previous employment in any qualifying Tennessee agency, department, institution, or public school.

### **SECTION 2: PERSONAL LEAVE**

**A. State Leave** - Such leave will be granted in accordance with TCA §49-5-711

1. Under policies adopted by the local board of education, a teacher shall be allowed personal leave earned at the rate of one (1) day for each half year (1/2) employed. A teacher may not take more than two (2) days of personal leave prior to having earned it, but it shall be charged against the teacher's year's allowance.
2. Any personal leave remaining unused at the end of the year shall be credited to that teacher as sick leave.
3. If, at the termination of services, the teacher has been absent for more days than the teacher had earned, through the current school year, there shall be deducted from the remaining salary warrants of such teacher a prorated amount sufficient to cover the excess days used by the teacher.
4. Personal leave is intended to be used for personal reasons. Subject to the following conditions, it can be taken at the discretion of the teacher, who shall not be required to give reasons for the use of any personal leave. The approval of the principal, the Director of Schools, or the Board of Education shall be required under the following conditions:
  - a. If more than ten percent (10%) of the teachers in any given school request its use on the same day; provided, that on making this calculation, any major fraction shall be considered as one (1); in schools of five (5) teachers or less, one (1) teacher may take personal leave at such teacher's discretion;
  - b. If personal leave is requested during any prior established student examination period;
  - c. If personal leave is requested on the day immediately preceding or following a holiday or vacation period;
  - d. If personal leave is requested for days scheduled for professional development or in-service training, according to a school calendar adopted by the local board of education prior to the commencement of the school year; or
  - e. If personal leave is requested for days scheduled for parent-teacher conferences, according to a school calendar adopted by the local board of education prior to the commencement of the school year.

5. Except in an emergency, a teacher shall give at least one (1) day's advance notice of intent to take a personal leave.

**B. Longevity Leave** - An additional leave day will be granted to all certified personnel with a least ten (10) years experience with the Trenton Special School District, or fifteen (15) years experience overall. The same criteria may be used in granting this day as utilized in granting the two (2) state approved days.

### **SECTION 3: RELIGIOUS LEAVE**

Any certified professional employee whose religious affiliation with a tax-exempt status requires the observance of holidays other than those scheduled in the school calendar shall be excused by the principal.

### **SECTION 4: PARENTAL LEAVE/UNPAID LEAVE**

- A. Parental leave shall be granted in accordance with provisions in state and federal law. An employee shall be granted, upon request, up to twelve (12) weeks unpaid leave for the birth or adoption of a child or care of a child, spouse, or parent who has a serious health condition.
- B. Any employee on parental leave shall be permitted to use accumulated sick leave during the period of actual physical disability only. Otherwise, parental leave shall be unpaid leave. A physician's statement may be required. A teacher may use up to thirty (30) days of accumulated sick leave for the adoption of a child. If both adoptive parents are teachers, only one parent may request leave. Written verification from the adoption agency or other entity handling the adoption shall be required before leave is granted.

### **SECTION 5: EXTENDED LEAVE OF ABSENCE**

A leave of absence shall be granted of up to twelve (12) months to any professional employee upon application to and approval by the Director of Schools. The leave may be extended to a later specified date upon written request from the teacher to the Director of Schools. An employee on approved extended leave for twelve (12) months or less shall return to previously assigned duties. Upon returning to employment, the employee shall assume all previous rights and privileges.

### **SECTION 6: SABBATICAL LEAVE**

A leave of absence without pay of up to one (1) year shall be granted to any certified professional employee, upon application, for the purpose of engaging in study at an accredited college or university related to professional responsibilities. Certified professional employees requesting Educational Improvement Leave shall apply in writing to the Director of Schools before April 15<sup>th</sup> of the current school year for consideration.

### **SECTION 7: ASSOCIATION LEAVE**

The professional employee organizations shall be granted a cumulative total of ten (10) days for representatives and officers of the professional organization to attend conferences, conventions, and other activities of the local, state, and national affiliated

organizations. These days shall be awarded in proportion to seats awarded as collaborative conferencing. Lists shall be kept by the organization and in the Director's office of the people who have used this leave and the number of days used, with the total number of days used for all representatives not to exceed 10 per school year.

### **SECTION 8: JURY / LEGAL**

Any certified employee called for jury duty or subpoenaed to appear in court during school hours shall be granted leave by the board with no loss in pay or benefits. Any fees or remuneration the employee receives during such leave shall be turned over to the Trenton Special School District.

### **SECTION 9: MILITARY**

A leave of absence shall be granted for any period of active military service. Upon return from such leave, the employee shall be placed at the same position on the salary schedule and maintain the same benefits.

### **SECTION 10: PUBLIC OFFICE**

A leave of absence without pay shall be granted to any professional employee, upon application, for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, the employee shall be placed at the same position on the salary schedule and maintain the same benefits.

### **SECTION 11: SICK LEAVE BANK**

The Board and Association agree to establish a sick leave bank according to the provisions of Tennessee Code Annotated §49-5-801 through §49-5-810, if the required number of signatures is secured. The initial solicitation of teachers for the Sick Leave Bank will be the responsibility of the Association.

## **ARTICLE VIII: FINAL PROVISIONS**

### **SECTION 1: MAINTENANCE OF BENEFITS**

Unless otherwise provided in this Agreement, no part or provision of this Agreement shall be interpreted or construed to reduce, eliminate, or otherwise diminish any professional employee benefit existing prior to its effective date.

### **SECTION 2: SAVINGS CLAUSE**

If any article or part of this Agreement is held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such court, the remainder of the Agreement shall not be affected, and the parties shall immediately re-enter collaborative conferencing for the purpose of reaching a mutually satisfactory replacement for such article or part.

### **SECTION 3: MODIFICATION OF AGREEMENT**

On an annual basis, either party to this Agreement shall have the option of reopening Collaborative Conferencing. Notice of reopening, shall be given by April 15<sup>th</sup>. The subjects that may be conferenced annually are as follows:

1. Article II: Employee Compensation (Salary and Wages)
2. Article IV: Insurance
3. One other MOU Article, as chosen by each party, and
4. Other provisions by mutual consent.

### **SECTION 4: DURATION OF AGREEMENT**

The provision of this Agreement shall be effective as of ~~October 10, 2017~~ **November 3, 2020**, and remain in full effect until ~~October 10, 2020~~ **November 7, 2023**. This Agreement may be edited or amended annually through the terms outlined in TCA §49-5-601, and Article VIII, Section 3, above.

## **APPENDIX A**

### 2020-2021 Salary Schedule

Trenton Special School District  
Basic Education Program Salary Schedule  
Licensed Instructional Personnel

<b>Experience</b>	<b>BA</b>	<b>MA</b>	<b>MA +45</b>	<b>EDS</b>	<b>Doctorate</b>
0	37,500	41,000	42,000	43,000	44,000
1	38,000	41,500	42,500	43,500	44,500
2	38,500	42,000	43,000	44,000	45,000
3	39,000	42,500	43,500	44,500	45,500
4	39,500	43,000	44,000	45,000	46,000
5	40,000	43,500	44,500	45,500	46,500
6	40,500	44,000	45,000	46,000	47,000
7	41,000	44,500	45,500	46,500	47,500
8	41,500	45,000	46,000	47,000	48,000
9	42,000	45,500	46,500	47,500	48,500
10	42,500	46,000	47,000	48,000	49,000
11	43,000	47,500	48,500	49,500	50,500
12	43,500	48,000	49,000	50,000	51,000
13	44,000	48,500	49,500	50,500	51,500
14	44,500	49,000	50,000	51,000	52,000
15	45,000	49,500	50,500	51,500	52,500
16	45,500	50,000	51,000	52,000	53,000
17	46,000	50,500	51,500	52,500	53,500
18	46,500	51,000	52,000	53,000	54,000
19	47,000	51,500	52,500	53,500	54,500
20	47,500	52,000	53,000	54,000	55,000

**APPENDIX B**

**Trenton Special School District Grievance Forms**

Teacher's Name \_\_\_\_\_ School \_\_\_\_\_

Teaching Assignment \_\_\_\_\_

Date of alleged violation(s) \_\_\_\_\_ Date grievance filed \_\_\_\_\_

Nature of grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific provision(s) of contract, fair treatment, or board policy alleged to be violated

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific relief sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**Step I Disposition of Immediate Supervisor**

Date received \_\_\_\_\_ Date meeting held \_\_\_\_\_

Response \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Immediate Supervisor/Date**  
**Copy to: Grievant, Director**

**Grievance Resolved: Yes \_\_\_ No \_\_\_**  
**Appealed to Director Step II: Yes \_\_\_ No \_\_\_**

\_\_\_\_\_  
**Signature of Teacher/Date**

---

**Step II Disposition of Director of  
Schools**

**Date received** \_\_\_\_\_ **Date meeting held** \_\_\_\_\_

**Response** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Director/Date**

**Copy to: Grievant**

Grievance Resolved: Yes \_\_\_ No \_\_\_  
Appealed to Board Step III: Yes \_\_\_ No \_\_\_

\_\_\_\_\_  
Signature of Teacher/Date

---

---

**Step III Disposition of Board of Education**

Date received \_\_\_\_\_ Date meeting held \_\_\_\_\_

Response \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

Signature of Board Chair/Date

Grievance Resolved: Yes \_\_\_ No \_\_\_

\_\_\_\_\_  
Signature of Teacher/Date

**If grievant is a Trenton Education Association member:**

Grievance Reviewed: Yes \_\_\_ No \_\_\_

Grievance submitted to the American Arbitration Association: Yes \_\_\_\_\_ No \_\_\_\_\_

Copy to: Grievant  
Trenton Education Association  
Director

**APPENDIX C**

**Complaint Form**

School \_\_\_\_\_ Date \_\_\_\_\_

Complainant \_\_\_\_\_ Phone \_\_\_\_\_

Student \_\_\_\_\_ Grade Level \_\_\_\_\_

Teacher involved \_\_\_\_\_

Please give a detailed explanation to each question that applies to this situation. If the question does not apply, write NA (not applicable)

1. Description of the issue

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A. Specific Concerns

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. List documentation of events, dates, people involved, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. List possible resolutions to the complaint

---

---

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3. List any other information that is significant to the issue

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\_\_\_\_\_  
Signature of Complainant

Revised ~~July 2017~~ **November 2020**

**Memorandum of Understanding**

**Trenton Special School District**

**And**

**Trenton Education Association**

**November 2020**

FOR  
TRENTON SPECIAL SCHOOL DISTRICT  
BOARD OF EDUCATION

---

Dr. Mark Harper, Chairman

FOR THE  
TRENTON EDUCATION ASSOCIATION

---

Mr. Ronny Criswell

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# ARTICLE I: MEMORANDUM OF UNDERSTANDING PROVISIONS

## SECTION 1: PREAMBLE

This Memorandum of Understanding (MOU) is entered into this 3<sup>rd</sup> day of November, by the Trenton Special School District School Board and the representatives of the professional employees selected pursuant to the terms of TCA §49-5- 605.

## SECTION 2: RECOGNITION

For the duration of this MOU, the Board recognizes the Trenton Education Association, hereinafter referred to as the “Association”, as the elected representative of all professional certificated employees for collaborative conferencing pursuant to the terms of the Professional Educators Collaborative Conferencing Act of 2011 (PECCA), TCA §49-5- 601.

## SECTION 3: DEFINITIONS

### A. “Board of Education” or “Board”

The “Board of Education” or “Board” means the Trenton Special School District Board of Education.

### B. “Collaborative Conferencing”

“Collaborative conferencing” means the process by which the chair of a Board of education and the Board’s professional employees, or such representatives as either party or parties may designate, meet at reasonable times to confer, consult, discuss, and to exchange information, opinions, and proposals on matters relating to the terms and conditions of professional employee service, using the principles and techniques of interest-based collaborative problem-solving.

### C. “Day”

“Day” means any weekday, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00 A.M. the following day. When school is not in session, a “day” shall be Monday through Friday, excluding holidays.

### D. “Employee’s Team”

“Employees’ team” means those representatives who are chosen pursuant to TCA §49-5-605 to represent professional employees in collaborative conferencing with the Board.

### E. “Grievance”

“Grievance” means any claim by any employee or the professional employees’ organization that there has been a violation, misinterpretation, or misapplication of the terms of this agreement; or a violation, misinterpretation, or misapplication of any written policy or practice of the Board.

### F. “Grievant”

“Grievant” means any professional employee, group of two (2) or more professional employees, or professional employees’ organization bringing a claim pursuant to the grievance procedure found in Article III of this agreement.

### G. “Management Personnel”

“Management personnel” means those professional employees certified by the Board to represent the Board in the collaborative conferencing process.

**H. “Management Team”**

“Management team” means employees who devote a majority of their time to the system-wide area or areas of professional personnel management, fiscal affairs, or general management and shall specifically include principals, assistant principals, supervisors, and others whose principle responsibilities are administration rather than teaching.

**I. “Memorandum of Understanding”, “MOU”, or “Agreement”**

“Memorandum of Understanding”, “MOU”, or “Agreement” means the written document that memorializes and records the understanding reached by the Board and its professional employees, or their respective representatives, if so designated, as to the terms and conditions of professional services set forth in this part.

**J. “Professional Educators Collaborative Conferencing Act of 2011” or “PECCA”**

“Professional Educators Collaborative Conferencing Act of 2011” or “PECCA” means the process described and authorized pursuant to TCA §49-5-601 et seq.

**K. “Professional Employee” or “Employee”**

“Professional employee” or “employee” means any person employed by any local Board in a position that requires a license issued by the Department of Education for service in public elementary and secondary schools of this state, supported, in whole or in part, by local, state, or federal funds, but shall not include any member of the management team, as defined in this part, or a retired teacher who is employed as a teacher in accordance with Tennessee Code Title 8, chapter 36, part 8.

**L. “Professional Employees’ Organization” or “PEO”**

“Professional employees’ organization” or “PEO” means any organization with membership open to professional employees, as defined in subdivision (8) of TCA § 49-5-602, in which the professional employees participate and that exists for the purpose of promoting the professional status and growth of educators and the welfare of children.

**M. “Representative”**

“Representative” includes any person, or group of persons, organization, or association that is designated and authorized by the professional employees or the local Board to act for the professional employees or local Board, respectively, in the collaborative conferencing process.

**N. “Supervisor”**

“Supervisor” means any professional employee of a local board of education whose full-time job responsibilities consist of oversight of other professional employees or curriculum development or both. Supervisors who spend a majority of their time engaged in administrative duties, rather than a teaching role, are included in the definition of management team.

**O. “Working Conditions”**

“Working conditions” means those fundamental matters that affect a professional employee financially or the employee’s employment relationship with the Board and that are specifically designated as such pursuant to TCA §49-5-601 et seq.

## **SECTION 4: ASSOCIATION RIGHTS**

### **A. Right to Organize**

Employees shall have the right to organize, join, and assist the Association and to participate in professional discussions. The Board shall not discriminate against any employee with respect to hours, wages, terms and conditions of employment for reasons of the employees' membership in the Association, discussions with the Board, or the institution of any grievance, complaint and or proceedings under the agreement.

### **B. Meeting, Notices and General Information**

The Association shall be granted the following at all reasonable times:

1. The use of school buildings for meetings.
2. The use of employee mailboxes, intraschool mail, and school bulletin boards for the purpose of internal communications.
3. The use of school equipment.

All supplies and materials consumed in the exercise of 1, 2, and 3 above shall be provided by the Association. Any repair to equipment resulting from damage while being used by the Association shall be reimbursed to the Board.

### **C. Access to Members**

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided this does not interfere with or interrupt normal school operations.

### **D. School Board Meetings**

1. The president of the Association or his/her designee will be furnished a copy of the agenda of the board meeting at the same time as the board members. Additionally, the president or his/her designee will be allowed to review supporting documentation upon request.
2. The President of the Association or his/her designee shall be furnished a copy of the minutes of each board meeting no more than 30 days after approval. This includes all called meetings.

### **E. Dues Deduction**

#### **1. Authorization**

Annually, during the month of August, the Association will provide the board with signed authorization forms from the members who will have dues deducted by the board. These forms will be delivered to the board no later than ten (10) calendar days before the first payday of the school year. Dues deducted shall be remitted to the Association treasurer.

#### **2. Process**

The Board shall make deductions from each member's pay in twelve (12) equal installments, the amounts totaling the current dues of the Association. All dues deducted by the Board shall be remitted to the Association treasurer no later than ten (10) calendar days after such deductions are made without any cost to the Association. These deductions shall be prorated for members who join after the start of the fiscal year in August.

## **ARTICLE II: EMPLOYEE COMPENSATION**

### **SECTION 1: FULL EXPERIENCE CREDIT**

The employee shall be awarded full credit for teaching experience outside the Trenton Special School District subject to qualifications set forth and specified by Tennessee State Board of Education rules and regulations.

### **SECTION 2: PAYROLL INSTALLMENTS**

Each employee shall be paid on the basis of twelve (12) equal monthly payments.

### **SECTION 3: SALARY SCHEDULE**

- A.** For the 2020-2021 school year, the Board agrees to pay all professional licensed employees a one-time bonus of \$300 to be remitted in November. All professionally licensed employees shall advance one (1) vertical step on the salary schedule, except those whose placement is at the maximum step for their lane. The 2020-2021 salary schedule will be incorporated in and attached to this agreement as Appendix A.
- B.** All professional employees with sixteen to twenty (16-20) years' experience shall receive a \$375 yearly longevity supplement. Employees with twenty-one to twenty-four (21-24) years' experience shall receive a \$550 yearly longevity supplement. An employee with twenty-five (25) years' experience and above shall receive a \$825 yearly longevity supplement. The yearly longevity supplement will be remitted in the November payroll disbursement.

### **SECTION 4: EXPENSES FOR TRAVELING EMPLOYEES**

Certified professional personnel who are requested to use their automobiles in the performance of their duties shall be reimbursed for trips outside the school district at the current rate of reimbursement.

### **SECTION 5: RETIREMENT BENEFITS**

THIS BENEFIT IS BASED ON THE LOWEST REGULAR SINGLE PREMIUM MINUS THE MAXIMUM STATE PORTION (CURRENTLY 45%).

The following represent two levels of insurance benefits for retired employees:

- (a) 30 years' experience with TSSD-Accumulative leave does not count toward years of experience.
- (b) Less than 30 years' experience with TSSD
  - A.** Employees retiring from TSSD with 30 years' experience with TSSD and drawing a monthly check from TCRS.  
*LOWEST INDIVIDUAL PREMIUM MINUS MAXIMUM STATE PORTION = AMOUNT PAID BY TSSD UNTIL MEDICARE ELIGIBLE.*
  - B.** Employees retiring from TSSD with less than 30 years' experience with TSSD, at least 52 years of age, and drawing a monthly check from TCRS.  
*LOWEST INDIVIDUAL PREMIUM MINUS MAXIMUM STATE PORTION X THE PERCENTAGE OF 30 YEARS SERVED WITH TSSD = AMOUNT PAID BY TSSD UNTIL MEDICARE ELIGIBLE.*

**C. TO QUALIFY:**

1. Employee must retire from TSSD and receive a monthly check from TCRS.
2. Prior to Retirement: Retiree must have at least 10 years of state employment and at least 3 years of insurance coverage with the district's current insurance plan.
3. Prior to Retirement: Retiree with 20 or more years of state employment must have one year of insurance coverage with the district's current insurance plan.
4. The date of retirement must immediately follow the date of final termination.

## **ARTICLE III: GRIEVANCE PROCEDURE**

### **SECTION 1. DEFINITIONS**

- A.** A “Grievance” shall mean any claim by any employee, or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this agreement: a violation of the right of the teacher to fair treatment; or a violation, misinterpretation, or misapplication of any established written policy or practice of the Board.
- B.** The term “day” means any weekday, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00 A.M. the following day. When school is not in session, a “day” shall be Monday through Friday, excluding holidays.

### **SECTION 2. PROCEDURES**

The parties hereto acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. A representative of the employee’s choice may accompany the employee, if requested, to assist in the informal resolution of the grievance provided that the supervisor may request the presence of another administrator other than the Director. The grievance shall be deemed waived unless it is submitted within ten (10) working days after the aggrieved party knew of the event conditions on which the grievance is based. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follows:

#### **Step 1:**

The grievance will be presented in writing to the immediately involved supervisor who will arrange for a meeting to take place within six (6) days after the receipt of the grievance. The grievant, a representative of the grievant’s choice, and the immediately involved supervisor shall be present for the meeting and the supervisor may request the presence of another administrator other than the Director. Within six (6) days of the meeting, the grievant and the director shall be provided with supervisor’s written response, including the reasons for the decision. The grievant will have the responsibility of providing a copy to Trenton Education Association, if so desired. (Appendix B)

#### **Step 2:**

If the grievance is not resolved at step 1, then the grievance may be presented to the Director of Schools within six (6) days after receipt of the Step 1 answer. The Director of Schools shall meet with the grievant and their representative, if the grievant so desires, within six (6) working days of the receipt of the grievance. The Director of Schools will respond to the grievance in writing within six (6) working days of the date of said grievance meeting. If the grievance is resolved to the satisfaction of the grievant at this step, no further action will be taken.

**Step 3:**

If the grievance is not resolved at step 2, or the time limits expire without the issuance of the Director of Schools' written reply, the grievant may request a review by the Board of Education within seven (7) days after the grievant receives a written decision, within ten (10) days after the time limits for step 2 have expired, or not later than two (2) days after the next regularly scheduled board meeting. The request shall be made in writing through the Director of Schools, who shall attach all dated documents and forward the request to the Board of Education. The Board shall review the case; shall hold a hearing, if requested, with the employee and their representative (if grievant so desires); and shall render a decision in writing within ten (10) days of receipt of the grievance. Copies of the decision of the Board of Education shall be sent to the aggrieved employee, and the Director of Schools. If the grievant is a member of a professional employee organization, such as the Trenton Education Association, a copy shall be provided to the President of the grievant's respective PEO.

**Step 4:**

If the grievant is not satisfied with the disposition of the grievance at step 3 or the time limits expire without the issuance of the Board's written reply, the grievant may submit the grievance to fact finding/advisory arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the step 3 answer, then the grievance shall be deemed withdrawn. The arbitrator's ruling will be advisory only.

- a. Neither the Board nor the grievant shall be permitted to assert any grounds or evidence before the arbitrators which was not previously disclosed to the other party.
- b. The arbitrator shall have no power to alter the terms of this agreement.
- c. The arbitrator is empowered to recommend a resolution to the grievance.
- d. The fees and expenses of the arbitrator will be paid by the party filing the grievance.

**SECTION 3. ADVANCED STEP FILING**

1. If the grievant, the designated representative, and the Director of Schools agree, Step 1 of the grievances procedure may be bypassed and the grievance brought directly to Step 2.
2. A grievance involving more than one teacher and grievances involving an administrator above the building level may be initially filed by the grievant at Step 2.

**SECTION 4. REPRESENTATION**

1. The Board acknowledges the right of the grievant's chosen representative to participate in the processing of a grievance at the appropriate level as outlined in this article, and no employee shall be required to discuss any grievance if the representative is not present.
2. In the event that a grievant who is a member of a PEO, such as the Trenton Education Association, chooses not to be represented by their PEO in the processing of a grievance, the grievant shall state this in writing at the time of initial filing. In such

case, the PEO shall be notified at the time of submission of the grievance to Step 1 supervisor in writing that the grievance is in process. Any resolution of this grievance shall not be inconsistent with the terms of this Agreement.

**SECTION 5. FILING OF MATERIALS**

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievances(s) be alluded to in any communication between the administration and said prospective employer.

**SECTION 6: NO REPRISALS**

No reprisals shall be taken by the board or Administration against an employee because of his participation in a grievance.

**SECTION 7. GENERAL**

1. A grievance may be withdrawn at any level without establishing precedent.
2. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
3. All parties shall cooperate in the investigation of any grievance.

## ARTICLE IV: INSURANCE

### SECTION 1. TYPES

The Board shall provide professional employees the following fully-paid insurance coverages:

#### **A. Health and Major Medical**

The board shall provide a health and major medical insurance program for all professional employees, their spouses, and eligible dependents, which meets or exceeds the benefits provided in the State Employees Plan.

#### **B. Life**

The Board shall provide, at the employee's expense, term life insurance coverage to professional employees and their families.

#### **C. Disability**

The Board shall provide a long-term disability insurance program, at the employee's expense, which includes benefits to begin on exhaustion of the employee's sick leave and continue to age 65 at 66  $\frac{2}{3}$  percent (66.67%) of the annual salary as long as the employee is disabled. There shall be:

1. No exclusion of mental or nervous conditions, alcohol or drug addiction;
2. No pre-existing condition or eligibility waiting period; and
3. No more than a 50 percent (50%) deduction of any pay earned for part-time work done for rehabilitation during a term of disability.

#### **D. Accidental Death and Dismemberment**

The Board shall provide, at the employee's expense, accidental death and dismemberment insurance coverage for loss related to qualifying non-occupational and occupational accidents.

#### **E. Workers' Compensation**

The Board shall provide workers' compensation coverage for professional employees. Absences due to injury are charged to sick leave, or the employee may take days without pay. The Board does not pay the difference in the annual salary and the benefits received under the worker's compensation.

#### **F. Dental**

The board shall provide all professional employees, their spouses, and eligible dependents a dental insurance plan, at the employee's expense.

#### **G. Optical**

The board shall provide, at the employee's expense, all professional employees, their spouses, and all eligible dependents a vision care insurance plan.

#### **H. Flexible Benefit Program**

The Board agrees to establish a Flexible Benefit Program under Section 125 of the Internal Revenue Service Code. The program shall include the following reimbursement plans:

1. Medical expense reimbursement
2. Dependent care assistance

## **SECTION 2. COVERAGE**

The Board-provided insurance programs shall be for 12-consecutive months for the duration of this Agreement.

## **SECTION 3. DESCRIPTION**

The Board shall provide each professional employee with a description of the insurance coverages provided pursuant to this Agreement during the annual open-enrollment period, or within (10) days of the date of first employment. The description shall clearly outline the terms, conditions, and limitations of such coverage. The Board agrees to pay 45%, plus \$115, of the selected health insurance plan. The Board shall provide all necessary insurance information in the form of applications and enrollment meetings.

## **SECTION 4. CONTINUATION**

The Board shall continue to make benefit contributions as described above for professional employees on paid leave and those on unpaid Family and Medical Leave Act (FMLA) leave up to 12 weeks. In the event an employee, absent on approved leave due to illness or injury, has exhausted accumulated sick leave and, if applicable, FMLA leave, the above-referenced benefits shall continue at the employee's expense. Employees on unpaid leave, other than FMLA, shall have the option to continue any or all of the insurance and fringe benefits provided by the Board. If the employee elects to continue coverage, the employee must pay the premiums to the Board within 20 days of the billing date.

## **ARTICLE V: FRINGE BENEFITS**

### **SECTION 1: OUT OF ZONE/DISTRICT ATTENDANCE**

Any employee may enroll his/her child in a TSSD school for grades PreK-12 subject to TCA §49-6-3113.

### **SECTION 2: FREE EMPLOYEE ADMISSION**

All professional employees shall be admitted free of charge to all regularly scheduled TSSD extracurricular events held on school property. The employee shall present a TSSD-issued identification to redeem free admission to event.

## **ARTICLE VI: WORKING CONDITIONS**

### **SECTION 1: TEACHING HOURS AND LOAD**

- A.** The workday for full-time licensed and professional staff will be a minimum of seven hours and thirty minutes, including a duty-free lunch period, and will continue until professional responsibilities to the student and the school are completed. Administrative meetings, curriculum development, student supervision, assigned duties, parent conferences, group or individual planning and extra-curricular activities may require hours beyond the stated minimum. All efforts will be made to ensure that afternoon faculty meetings begin as soon as possible after the student dismissal time and that the meetings are reasonable in length. Employees shall have the opportunity to suggest items for the agenda.
- B.** Any teacher who is enrolled in a college or university course may be allowed to leave school at the close of the pupil's day on such days as the class meets provided it does not interfere with other assigned duties.
- C.** Teachers shall be allotted a duty-free planning period of two and one-half (2½) hours each week to provide time for planning, preparation for effective teaching and attention to major program improvement. TCA 49-1-302.e2

### **SECTION 2: PERSONNEL FILES**

#### **A. Contents**

- 1. The school system agrees not to establish any separate personnel file, which is not available for the employee's inspection.
- 2. Grievances, grievance answers, and materials directly related to grievances shall not be maintained in personnel files.
- 3. No anonymous material shall be maintained in an employee's personnel file.

#### **B. Maintenance**

- 1. The school system shall maintain the employee's personnel file at the central office.
- 2. Any employee shall be provided any negative or derogatory material before it is placed in his/her personnel file. He/she shall also be given an opportunity to initial and date the material and to prepare a written response to such material.
- 3. The person or persons who draft and/or place materials in an employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- 4. Each personnel file shall contain a log of dates and names of persons who have made requests to see the file outside authorized personnel.
- 5. In the event that the Board removes any material from an employee's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.
- 6. Administrative files shall be maintained in the principal's office.

#### **C. Access to files**

An employee shall have the right, immediately upon request, to review the contents of his/her personnel/ administrative files and to receive copies of any documents contained therein. An employee shall be entitled to have a representative of their choice accompany him/her during such a review. Upon written authorization by the employee, a

representative of their choice shall have the right to examine and/or obtain copies of materials in an employee's personnel file.

**D. Use of Files**

The Board shall not base any adverse action against an employee upon materials which are contained in such employee's file unless said materials were placed in the files at the time the administration knew of the incident giving rise to such materials and the employee had been notified at such time that materials were being placed in the file.

**SECTION 3: FAIR TREATMENT**

**A. Notification of Deficiencies**

1. The Board, in recognition of the concept of continuous improvement, shall require notification to an employee in writing of any alleged deficiencies, shall indicate expected correction, and shall indicate a reasonable period of correction.
2. No tenured certified professional employee shall be dismissed or suspended except as provided in the Tennessee Teacher Tenure Law. (TCA 49-5-501 through 49-5-513)

**B. Right of Representation**

1. An employee shall have the option to have a representative of their choice present for the purpose of advice and counsel when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance when such matters could adversely affect the employee's employment status. Representation for the purposes of this section shall not be confused with representation described in the Grievance Procedure, as this is an administrative instituted action rather than an employee action.
2. When an employee requests representation, no action shall be taken with respect to the employee until such representative has been given reasonable opportunity to be present.

**SECTION 4: COMPLAINT PROCEDURE**

**A. Procedural Requirement**

Any complaints regarding an employee, whether it be job performance or otherwise, made to a member of the administration by a parent, student, an employee or other person shall be processed according to the "Complaint Procedure".

**B. Procedure**

1. The principal or the employee's immediate supervisor shall meet with the employee to apprise the employee of the nature of the complaint. They may then schedule a meeting with the employee and the complainant in an effort to resolve the complaint at this level.
2. If the complaint cannot be resolved at this level, the principal will inform the Director of Schools of the nature of the complaint and submit the appropriate complaint form. (Appendix C)
3. The Director of Schools or his designee shall then schedule a meeting with the employee and the complainant, either together or separately, in an effort to resolve the complaint.
4. The employee shall have the right to be accompanied by a representative of his/her choice if they so desire any time after Step 2. If after Step 3, the complaint has not been resolved, the Director of Schools will submit a disposition of the complaint in writing to both parties. If a decision is made to enter any materials regarding the complaint in the

employee's personnel file, the employee shall have the right to respond in writing to any complaint or disposition kept in said file. No complaint shall be placed in an employee's personnel file unless it is investigated and accompanied by a written disposition by the Director of Schools.

## **ARTICLE VII: EMPLOYEE LEAVE**

### **SECTION 1: SICK/BEREAVEMENT LEAVE**

Each employee shall be entitled to one (1) sick leave day for each month employed without loss of pay. Sick leave shall accumulate without limit. Sick leave shall be interpreted to mean leave of absence because of: illness of teacher from natural causes or accident, quarantine, or illness or death of member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, great-grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

Upon request, the Board shall grant to any professional employee upon employment or reemployment, the accumulated unused sick leave earned from previous employment in any qualifying Tennessee agency, department, institution, or public school.

### **SECTION 2: PERSONAL LEAVE**

**A. State Leave** - Such leave will be granted in accordance with TCA §49-5-711

1. Under policies adopted by the local board of education, a teacher shall be allowed personal leave earned at the rate of one (1) day for each half year (1/2) employed. A teacher may not take more than two (2) days of personal leave prior to having earned it, but it shall be charged against the teacher's year's allowance.
2. Any personal leave remaining unused at the end of the year shall be credited to that teacher as sick leave.
3. If, at the termination of services, the teacher has been absent for more days than the teacher had earned, through the current school year, there shall be deducted from the remaining salary warrants of such teacher a prorated amount sufficient to cover the excess days used by the teacher.
4. Personal leave is intended to be used for personal reasons. Subject to the following conditions, it can be taken at the discretion of the teacher, who shall not be required to give reasons for the use of any personal leave. The approval of the principal, the Director of Schools, or the Board of Education shall be required under the following conditions:
  - a. If more than ten percent (10%) of the teachers in any given school request its use on the same day; provided, that on making this calculation, any major fraction shall be considered as one (1); in schools of five (5) teachers or less, one (1) teacher may take personal leave at such teacher's discretion;
  - b. If personal leave is requested during any prior established student examination period;
  - c. If personal leave is requested on the day immediately preceding or following a holiday or vacation period;
  - d. If personal leave is requested for days scheduled for professional development or in-service training, according to a school calendar adopted by the local board of education prior to the commencement of the school year; or
  - e. If personal leave is requested for days scheduled for parent-teacher conferences, according to a school calendar adopted by the local board of education prior to the commencement of the school year.

5. Except in an emergency, a teacher shall give at least one (1) day's advance notice of intent to take a personal leave.

**B. Longevity Leave** - An additional leave day will be granted to all certified personnel with a least ten (10) years' experience with the Trenton Special School District, or fifteen (15) years' experience overall. The same criteria may be used in granting this day as utilized in granting the two (2) state approved days.

### **SECTION 3: RELIGIOUS LEAVE**

Any certified professional employee whose religious affiliation with a tax-exempt status requires the observance of holidays other than those scheduled in the school calendar shall be excused by the principal.

### **SECTION 4: PARENTAL LEAVE/UNPAID LEAVE**

- A. Parental leave shall be granted in accordance with provisions in state and federal law. An employee shall be granted, upon request, up to twelve (12) weeks unpaid leave for the birth or adoption of a child or care of a child, spouse, or parent who has a serious health condition.
- B. Any employee on parental leave shall be permitted to use accumulated sick leave during the period of actual physical disability only. Otherwise, parental leave shall be unpaid leave. A physician's statement may be required. A teacher may use up to thirty (30) days of accumulated sick leave for the adoption of a child. If both adoptive parents are teachers, only one parent may request leave. Written verification from the adoption agency or other entity handling the adoption shall be required before leave is granted.

### **SECTION 5: EXTENDED LEAVE OF ABSENCE**

A leave of absence shall be granted of up to twelve (12) months to any professional employee upon application to and approval by the Director of Schools. The leave may be extended to a later specified date upon written request from the teacher to the Director of Schools. An employee on approved extended leave for twelve (12) months or less shall return to previously assigned duties. Upon returning to employment, the employee shall assume all previous rights and privileges.

### **SECTION 6: SABBATICAL LEAVE**

A leave of absence without pay of up to one (1) year shall be granted to any certified professional employee, upon application, for the purpose of engaging in study at an accredited college or university related to professional responsibilities. Certified professional employees requesting Educational Improvement Leave shall apply in writing to the Director of Schools before April 15<sup>th</sup> of the current school year for consideration.

### **SECTION 7: ASSOCIATION LEAVE**

The professional employee organizations shall be granted a cumulative total of ten (10) days for representatives and officers of the professional organization to attend conferences, conventions, and other activities of the local, state, and national affiliated

organizations. These days shall be awarded in proportion to seats awarded as collaborative conferencing. Lists shall be kept by the organization and in the Director's office of the people who have used this leave and the number of days used, with the total number of days used for all representatives not to exceed 10 per school year.

### **SECTION 8: JURY / LEGAL**

Any certified employee called for jury duty or subpoenaed to appear in court during school hours shall be granted leave by the board with no loss in pay or benefits. Any fees or remuneration the employee receives during such leave shall be turned over to the Trenton Special School District.

### **SECTION 9: MILITARY**

A leave of absence shall be granted for any period of active military service. Upon return from such leave, the employee shall be placed at the same position on the salary schedule and maintain the same benefits.

### **SECTION 10: PUBLIC OFFICE**

A leave of absence without pay shall be granted to any professional employee, upon application, for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, the employee shall be placed at the same position on the salary schedule and maintain the same benefits.

### **SECTION 11: SICK LEAVE BANK**

The Board and Association agree to establish a sick leave bank according to the provisions of Tennessee Code Annotated §49-5-801 through §49-5-810, if the required number of signatures is secured. The initial solicitation of teachers for the Sick Leave Bank will be the responsibility of the Association.

## **ARTICLE VIII: FINAL PROVISIONS**

### **SECTION 1: MAINTENANCE OF BENEFITS**

Unless otherwise provided in this Agreement, no part or provision of this Agreement shall be interpreted or construed to reduce, eliminate, or otherwise diminish any professional employee benefit existing prior to its effective date.

### **SECTION 2: SAVINGS CLAUSE**

If any article or part of this Agreement is held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such court, the remainder of the Agreement shall not be affected, and the parties shall immediately re-enter collaborative conferencing for the purpose of reaching a mutually satisfactory replacement for such article or part.

### **SECTION 3: MODIFICATION OF AGREEMENT**

On an annual basis, either party to this Agreement shall have the option of reopening Collaborative Conferencing. Notice of reopening, shall be given by April 15<sup>th</sup>. The subjects that may be conferenced annually are as follows:

1. Article II: Employee Compensation (Salary and Wages)
2. Article IV: Insurance
3. One other MOU Article, as chosen by each party, and
4. Other provisions by mutual consent.

### **SECTION 4: DURATION OF AGREEMENT**

The provision of this Agreement shall be effective as of November 3, 2020, and remain in full effect until November 7, 2023. This Agreement may be edited or amended annually through the terms outlined in TCA §49-5-601, and Article VIII, Section 3, above.

## **APPENDIX A**

### 2020-2021 Salary Schedule

Trenton Special School District  
Basic Education Program Salary Schedule  
Licensed Instructional Personnel

<b>Experience</b>	<b>BA</b>	<b>MA</b>	<b>MA +45</b>	<b>EDS</b>	<b>Doctorate</b>
0	37,500	41,000	42,000	43,000	44,000
1	38,000	41,500	42,500	43,500	44,500
2	38,500	42,000	43,000	44,000	45,000
3	39,000	42,500	43,500	44,500	45,500
4	39,500	43,000	44,000	45,000	46,000
5	40,000	43,500	44,500	45,500	46,500
6	40,500	44,000	45,000	46,000	47,000
7	41,000	44,500	45,500	46,500	47,500
8	41,500	45,000	46,000	47,000	48,000
9	42,000	45,500	46,500	47,500	48,500
10	42,500	46,000	47,000	48,000	49,000
11	43,000	47,500	48,500	49,500	50,500
12	43,500	48,000	49,000	50,000	51,000
13	44,000	48,500	49,500	50,500	51,500
14	44,500	49,000	50,000	51,000	52,000
15	45,000	49,500	50,500	51,500	52,500
16	45,500	50,000	51,000	52,000	53,000
17	46,000	50,500	51,500	52,500	53,500
18	46,500	51,000	52,000	53,000	54,000
19	47,000	51,500	52,500	53,500	54,500
20	47,500	52,000	53,000	54,000	55,000

**APPENDIX B**

**Trenton Special School District Grievance Forms**

Teacher's Name \_\_\_\_\_ School \_\_\_\_\_

Teaching Assignment \_\_\_\_\_

Date of alleged violation(s) \_\_\_\_\_ Date grievance filed \_\_\_\_\_

Nature of grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific provision(s) of contract, fair treatment, or board policy alleged to be violated

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific relief sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Step I Disposition of Immediate Supervisor**

Date received \_\_\_\_\_ Date meeting held \_\_\_\_\_

Response \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Immediate Supervisor/Date**  
**Copy to: Grievant, Director**

**Grievance Resolved: Yes \_\_\_ No \_\_\_**  
**Appealed to Director Step II: Yes \_\_\_ No \_\_\_**

\_\_\_\_\_  
**Signature of Teacher/Date**

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**Step II Disposition of Director of  
Schools**

**Date received** \_\_\_\_\_ **Date meeting held** \_\_\_\_\_

**Response** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Director/Date**

**Copy to: Grievant**

Grievance Resolved: Yes \_\_\_ No \_\_\_  
Appealed to Board Step III: Yes \_\_\_ No \_\_\_

\_\_\_\_\_  
Signature of Teacher/Date

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**Step III Disposition of Board of Education**

Date received \_\_\_\_\_ Date meeting held \_\_\_\_\_

Response \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Signature of Board Chair/Date

Grievance Resolved: Yes \_\_\_ No \_\_\_

\_\_\_\_\_  
Signature of Teacher/Date

**If grievant is a Trenton Education Association member:**

Grievance Reviewed: Yes \_\_\_ No \_\_\_

Grievance submitted to the American Arbitration Association: Yes \_\_\_\_ No \_\_\_\_

Copy to: Grievant  
Trenton Education Association  
Director

**APPENDIX C**

**Complaint Form**

School \_\_\_\_\_ Date \_\_\_\_\_

Complainant \_\_\_\_\_ Phone \_\_\_\_\_

Student \_\_\_\_\_ Grade Level \_\_\_\_\_

Teacher involved \_\_\_\_\_

Please give a detailed explanation to each question that applies to this situation. If the question does not apply, write NA (not applicable)

1. Description of the issue

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A. Specific Concerns

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. List documentation of events, dates, people involved, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. List possible resolutions to the complaint

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3. List any other information that is significant to the issue

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Signature of Complainant

Revised November 2020

# 111<sup>th</sup> General Assembly / 2020 Session

## Legislative Report

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### **Public Chapter 527**

SB 1260: Gresham; HB 736: Lafferty  
TDOE Contact: Steve Playl

Authorizes LEAs to provide career-based experiences for high school students. Authorizes LEAs to establish partnerships with industry and local business to provide career-based experiences for students. *Effective March 6, 2020*

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### **Public Chapter 532**

SB 1946: Hensley; HB 1826: Haston  
TDOE Contact: Michael Hardy

Requires the department to develop formative assessment question banks that are aligned to state-mandated summative assessments. Development must begin no later than July 1, 2020. Formative assessment question banks shall be available for use by LEAs. *Effective March 10, 2020*

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### **Public Chapter 537**

SB 1647: Roberts; HB 1725: Daniel  
TDOE Contact: Theresa Nicholls

Extends the Advisory Council for the Education of Students with Disabilities to June 30, 2027. *Effective March 19, 2020*

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### **Public Chapter 544**

SB 1670: Roberts; HB 1748: Daniel  
TDOE Contact: Theresa Nicholls

Extends the Dyslexia Advisory Council to June 30, 2027. *Effective March 19, 2020*

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### **Public Chapter 555**

SB 1689: Roberts; HB 1767: Daniel  
TDOE Contact: Charlie Bufalino

Extends the Southern Regional Education Compact to June 30, 2027. *Effective March 19, 2020*

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### **Public Chapter 576**

SB 1962: Gresham; HB 2001: White  
TDOE Contact: Maryanne Durski

Clarifies the responsibility of a county legislative body to make revenue estimates and determine the level of revenue necessary to establish a budget for the operation of county schools that is at least equal to the minimum budget required to comply with the required local match and maintenance of effort provisions of the Basic Education Program (BEP). *Effective March 19, 2020*

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**Public Chapter 587**

SB 1790: Powers; HB 1835: Johnson  
TDOE Contact: David Donaldson

Authorizes the Commissioner of Education, upon request by an LEA, to grant a waiver from the average class size requirements to assist the LEA in funding a "grow your own" program. *Effective July 1, 2020*

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**Public Chapter 601**

SB 1637: Yager; HB 2407: Ragan  
TDOE Contact: Casey Haugner-Wrenn

Requires a student who's IEP or section 504 plan allows for the use of testing accommodations to be afforded the same accommodations while taking a TCAP assessment, so long as the accommodation does not invalidate the assessment. *Effective March 20, 2020*

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**Public Chapter 603**

SB 1755: Haile; HB 1671: Lamberth  
TDOE Contact: Christy Ballard

Revises certain provisions regarding student placement in an alternative school or alternative program. Authorizes the director of schools to remove a student from an alternative school or alternative program under certain circumstances. *Effective March 20, 2020*

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**Public Chapter 618**

SB 1886: Massey; HB 1935: Dunn  
TDOE Contact: Christy Ballard

Authorizes an LEA's local board of education to locate the board's administrative offices within a building owned by the United States government. *Effective March 25, 2020*

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**Public Chapter 628**

SB 1759: Reeves; HB 1683: Boyd  
TDOE Contact: Lori Paisley

Requires the department, in consultation with the Department of Health, to develop a standardized student allergy reporting form. Each LEA shall require each school within the LEA to use the form to maintain records of student allergies. *Effective March 30, 2020*

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**Public Chapter 629**

SB 2262: Gresham; HB 1975: Moody  
TDOE Contact: Christy Ballard

Adds offenses to the list of offenses for which, upon conviction, the State Board of Education shall automatically revoke a teacher's or administrator's license. *Effective July 1, 2020*

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**Public Chapter 652**

SB 2672: Johnson; HB 2818: Lamberth  
TDOE Contact: Christy Ballard

Ensures that no LEA, district employee, or students are adversely impacted by school closures, student absenteeism, or other hardships related to COVID-19 and the 2020 tornadoes by directing the Commissioner of Education to waive certain statutory requirements. Directs the State Board of Education

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to revise high school graduation requirements to ensure high schools seniors who were on-track to graduate in the spring of 2020 can do so. *Effective April 4, 2020*

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### **Public Chapter 708**

SB 2088: Haile; HB 2461: White  
TDOE Contact: Jay Klein

Establishes a reporting framework for any school personnel who has knowledge or reasonable cause to suspect that a child who attends the school may be a victim of child abuse or child sexual abuse. Requires each LEA to designate a child abuse coordinator at each school within the LEA. *Effective August 1, 2020*

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### **Public Chapter 717**

SB 1616: Haile; HB 1617: Dixie  
TDOE Contact: Christy Ballard

Revises the period of time after an LEA makes an initial job offer to a teacher that that teacher has to accept or reject that offer of employment if the offer is made between June 1 and April 1 of each year. *Effective August 1, 2020*

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### **Public Chapter 733**

SB 2260: Gresham; HB 1976: White  
TDOE Contact: Christy Ballard

Gives the State Board of Education administrative subpoena power in connection with investigations related to licensure disciplinary actions. *Effective June 22, 2020*

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### **Public Chapter 734**

SB 2261: Gresham; HB 1974: Dunn  
TDOE Contact: Christy Ballard

Permits the State Board of Education to assess reasonable costs against a teacher or administrator when a final order is issued following a contested case hearing in which a teacher or administrator is issued a formal reprimand or the teacher's or administrator's license is denied, non-renewed, suspended, or revoked; requires the State Board to promulgate rules for such assessments. *Effective June 22, 2020*

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### **Public Chapter 736**

SB 2269: Yarbro; HB 2477: Freeman  
TDOE Contact: Lori Paisley

Requires the Family Life curriculum adopted by the state board of education or an LEA to include information on the prevention of dating violence. *Effective August 1, 2020*

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### **Public Chapter 743**

SB 2473: Yager; HB 2542: Powers  
TDOE Contact: Christy Ballard

Revises various provisions regarding released time such that public schools are required to, upon request, excuse a student from school to attend a released time course in religious moral instruction for one hour per school day, regardless of whether the local board of education has adopted a release time policy, if certain requirements are met. Clarifies that an LEA may provide transportation services to and from the location of the release time instruction, provided that the independent entity responsible for the release time instruction reimburse the LEA for the cost of the transportation services. *Effective June 22, 2020*

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### **Public Chapter 748**

SB 2620: Swann; HB 2841: Farmer  
TDOE Contact: Christy Ballard

Clarifies that if any tier of a progressive truancy intervention plan is unsuccessful and the school can document that the student's parent is unwilling to cooperate in the truancy intervention plan, then the Director of Schools may report the student's absences to the appropriate judge without having to implement subsequent tiers first. *Effective August 1, 2020*

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### **Public Chapter 760**

SB 2931: Johnson; HB 2922: Lamberth  
TDOE Contact: Drew Harpool

Makes appropriations for the fiscal years beginning July 1, 2019, and July 1, 2020. *Effective June 22, 2020*

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### **Public Chapter 769**

SB 1700: Roberts; HB 1778: Daniel  
TDOE Contact: Lisa Coons

Extends the State Textbook and Instructional Materials Quality Commission unto June 30, 2021. *Effective July 15, 2020*

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### **Public Chapter 770**

SB 2342: Gresham; HB 1827: Haston  
TDOE Contact: Lisa Coons

Revises various provisions regarding textbooks and the State Textbook and Instructional Materials Quality Commission. Requires textbook publishers to make all textbooks and instructional materials proposed for adoption available for inspection by LEAs and the public online. *Effective July 15, 2020 and August 1, 2020*

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### **Public Chapter 777**

SB 1247: Gresham; HB 1008: White  
TDOE Contact: Eve Carney

Requires that a school that is placed in the Achievement School District remain in the Achievement School District until the school is authorized to return to the school's original LEA according to the transition plan developed by the Commissioner of Education. The Commissioner is required to develop a transition plan for the purpose of schools returning to their original LEA no earlier than the 2024-2025 school year. This plan must be submitted to the education committees of the House and Senate by January 1, 2021. *Effective July 15, 2020*

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### **Public Chapter 792**

SB 1974: Gresham; HB 2470: Dunn  
TDOE Contact: Charlie Bufalino

Establishes the Tennessee Commission on Education Recovery and Innovation. The Commission is composed of appointees from the Governor, the Speaker of the House, and the Speaker of the Senate. The Commission is administratively attached to the State Board of Education. The Commission is required to submit reports the General Assembly on the effects of the COVID-19 pandemic on Tennessee's education system. *Effective July 15, 2020*

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