

BARTLETT CITY BOARD OF EDUCATION BUSINESS MEETING AGENDA

**AUDITORIUM
5705 STAGE ROAD
BARTLETT, TN 38134**

**July 23, 2026
6:00 PM**

- I. INVOCATION
- II. PLEDGE OF ALLEGIANCE
- III. CALL TO ORDER & ROLL CALL
 - A. Official Business of the Day
- IV. SPECIAL PRESENTATIONS
- V. PUBLIC COMMENT
- VI. APPROVAL OF AGENDA
- VII. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
 - A. June 25, 2026 Business Meeting Minutes
- VIII. REPORTS
 - A. Chairman's Report
 - B. Superintendent's Report
 - C. General Counsel's Report
 - D. Tennessee Legislative Network (TLN) Representative Report
 - E. Financial Report
- IX. UNFINISHED BOARD BUSINESS
- X. BOARD ACTION ITEMS
 - A. Consent Agenda
 - 1. Southwest Tennessee Community College/Bartlett HS Dual Credit Agreement
 - 2. Agreement for Special Education Services with the State Special Schools (SSS) including Tennessee School for the Blind and Tennessee School for the Deaf
 - B. New Board Business
 - 1. FIRST READING REVISED POLICY 1006 School Board Meetings
 - 2. FIRST READING REVISED POLICY 1008 Agendas
 - 3. FIRST READING REVISED POLICY 1009 Public Participation at Board Meetings
 - 4. FIRST READING NEW POLICY 1021 Use of the Internet and Internet Safety
 - 5. FIRST READING NEW POLICY 1038 School District Planning
 - 6. FIRST READING REVISED POLICY 1034 Charter Schools
 - 7. FIRST READING REVISED POLICY 3022 Security
 - 8. FIRST READING REVISED POLICY 4014 Grading Systems
 - 9. FIRST READING REVISED POLICY 4029 Graduation Requirements

10. FIRST READING NEW POLICY 5XXXX Paid Leave After Birth or Stillbirth of Employee's Child or Adoption of Newly Placed Minor Child
11. FIRST READING REVISED POLICY 5003 Application and Employment
12. FIRST READING REVISED POLICY 5024 Ethics
13. FIRST READING REVISED POLICY 6014 Home Schools
14. FIRST READING REVISED POLICY 6027 Interrogations and Searches
15. FIRST READING REVISED POLICY 6002 Student Discrimination, Harassment, Bullying, Cyberbullying and Intimidation
16. FIRST READING REVISED POLICY 6066 Private Pay Provider
17. 5-Year Capital Improvement Plan
18. Resolution 14-1 Budget Amendment
19. Approval of School Support Organizations (SSO) 2026-2027

XI. ADJOURNMENT

**BARTLETT CITY BOARD OF EDUCATION
BUSINESS MEETING MINUTES**

**AUDITORIUM
5705 STAGE ROAD
BARTLETT, TN 38134**

**June 25, 2026
6:00 PM**

INVOCATION AND PLEDGE OF ALLEGIANCE

Board Member Bryan Woodruff said a prayer. The Board and audience recited the Pledge of Allegiance.

CALL TO ORDER & ROLL CALL

Official Business of the Day

Chairman Cook called the meeting to order at 6:00 p.m. The following Board Members were present:

Mr. David Cook
Mrs. Shirley Jackson
Dr. Brad Ratliff
Mr. Bryan Woodruff

Absent: Ms. Erin Berry

SPECIAL PRESENTATIONS

No Special Presentations.

PUBLIC COMMENT

No public comment.

APPROVAL OF AGENDA

Mrs. Shirley Jackson made the motion to approve the agenda. Dr. Ratliff seconded the motion. With all ayes, the agenda was approved.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

May 28, 2026 Business Meeting Minutes

Mr. Woodruff made the motion to approve the May 28, 2026 Business Meeting Minutes. Dr. Ratliff seconded the motion. With all ayes, the Business Meeting Minutes were approved.

REPORTS

Chairman's Report

Chairman Cook stated that the OPEB Board Trust Meeting will be held next Monday. He will share those results at the July meeting.

Superintendent's Report

Superintendent Stephens provided the following updates:

- Summer Learning Camp ended today with around 600 students attending.
- Michelle Haney and the Department of Exceptional Children wrapped up the Extended School Year today.
- New Hire Orientation started this week.
- Professional Development for next year has started. We had 85 teachers at BHS this week. There will be active shooter training with BPD scheduled at Rivercrest on July 14th.
- State Technology Institute will take place at BHS the week of July 6th. Opening session is Wednesday, July 8th at 10:45 a.m. if you would like to attend.
- We are receiving and reviewing test data from last year. We will be updating you in the future.
- The covered practice facility is almost complete. We had a few rain delays but are looking at July 6th for substantial completion.
- The Altruria Elementary project planning is going well. We should start construction in July.

General Counsel's Report

No report.

Tennessee Legislative Network (TLN) Representative Report

No report.

Financial Report

The May Financial Report was accepted by the Board. It is a non-voting item.

UNFINISHED BOARD BUSINESS

No unfinished Board Business.

BOARD ACTION ITEMS

New Board Business

Election of Chairman

Mr. David Cook was elected by roll call vote to serve as the Board Chairman beginning July 1, 2026 for a one-year term ending June 30, 2027.

Election of Vice-Chairman

Mrs. Shirley Jackson was elected by roll call vote to serve as the Vice-Chairman beginning July 1, 2026 for a one-year term ending June 30, 2027.

Election of Tennessee Legislative Network Representative (TLN)

Dr. Brad Ratliff was elected by roll call vote to serve as the Tennessee Legislative Network Representative (TLN) beginning July 1, 2026 for a one-year term ending June 30, 2027.

FIRST READING REVISED POLICY 5028: Vacations, Holidays, and Personal/ Professional Leave

The Suspension of Rules to allow policy to be passed on one reading passed with a motion by Mr. Bryan Woodruff and a second by Dr. Brad Ratliff.

Ms. Erin Berry: Absent, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Dr. Brad Ratliff: Aye, Mr. Bryan Woodruff: Aye

Revised Policy 5028: Vacations, Holidays, and Personal/Professional Leave passed with a motion by Mr. Bryan Woodruff and a second by Dr. Brad Ratliff.

Ms. Erin Berry: Absent, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Dr. Brad Ratliff: Aye, Mr. Bryan Woodruff: Aye

Resolution 13-9 Budget Amendment

Resolution 13-9 Budget Amendment passed with a motion by Mr. Bryan Woodruff and a second by Dr. Brad Ratliff.

Ms. Erin Berry: Absent, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Dr. Brad Ratliff: Aye, Mr. Bryan Woodruff: Aye

Consent Agenda

Bartlett City Schools Attendance Plan for Truancy

Advance Therapy Services Contract

ACES-TN Contract

Family to Family Adult Care Services

Professional Audiological Services, Inc. Contract

Memorandum of Understanding (MOU) Between Southern College of Optometry and Bartlett City Board of Education

Memorandum Of Understanding Between The City of Bartlett and City of Bartlett, TN Police Department and Bartlett City Schools

Uncollectible Cafeteria Charges

The Consent Agenda passed with a motion by Mr. Bryan Woodruff and a second by Mrs. Shirley Jackson.

Ms. Erin Berry: Absent, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Dr. Brad Ratliff: Aye, Mr. Bryan Woodruff: Aye

ADJOURNMENT

The meeting adjourned at 6:15 p.m.

David M. Cook II, Chairman

Dr. David A. Stephens, Superintendent

Bartlett City Board of Education		1006
Descriptor Term: SCHOOL BOARD MEETINGS	Descriptor Code: Board Operations	Issue Date: 12/02/2013
	Rescinds:	Revised: 01/09/2014;01/23/2014 09/25/2014;11/27/2016 06/22/2017

- 1 The Board shall transact all business at official meetings of the Board which may be either regular
- 2 or special.
- 3 Every meeting of the Board, except with the attorney to discuss pending or threatened litigation,
- 4 will be open to the public.¹ Open meetings will be physically accessible to all students, employees,
- 5 and interested parties.²
- 6 No one shall bring a camera, camcorder, or other photographic equipment to Board meetings
- 7 without the consent of the Board.³
- 8 The Chairman shall commence all meetings promptly at the appointed hour.
- 9 The Board shall hold various types of meetings, including:
 - 10 1. **Regular Business Meeting** - An official meeting held at least quarterly. Regular Business
 - 11 Meetings of the Board shall usually be held at 6:00 p.m. on the fourth Thursdays of each
 - 12 month.
 - 13 2. **Special Called Meeting** - An official meeting called as necessary to transact the business
 - 14 of the Board, when because of circumstances, immediate action is required before the
 - 15 next Regular Business Meeting. Such meetings shall be called by the Chairman whenever,
 - 16 in his/her judgment, the interests of the schools require it, or when requested to do so by
 - 17 a majority of the Board.⁴
 - 18 a. To call a Special Called Meeting by a majority of the Board, a Board member shall
 - 19 make the request one (1) of the following ways: 1) by motion during an official
 - 20 meeting or Board Work Session; or 2) in writing (via email, etc.) to the Board
 - 21 Chairman. The request must specifically state the action to be taken at the Special
 - 22 Called Meeting. When the request is made in writing to the Chairman, it must also
 - 23 specify a time limitation for polling Board Members. Upon receipt of a written
 - 24 request, the Chairman shall immediately forward the request to the Superintendent
 - 25 (or designee) to poll the Board members. The results of the poll shall be provided
 - 26 to each Board member. If a majority of the Board members agree to the Special
 - 27 Called Meeting, the Superintendent (or designee) shall poll the Board members
 - 28 for the date, time and location for the meeting.

¹ T.C.A. § 8-44-102

² 28 CFR §36.201(a); 28 CFR § 36.202

³ OP Tenn. Atty. Gen 95-101 (Oct. 2, 1995)

⁴ T.C.A. § 49-2-202(c)(1)

- 1 b. At the beginning of the meeting, the Board Chairman shall identify the Board
2 members who requested the meeting and the purpose.
- 3 c. Only business related to the call of the meeting, and details related to agenda items
4 shall be discussed or transacted by the Board at a Special Called Meeting.
5 Additional items not related to the original stated action may not be added to the
6 agenda. No items may be added once the agenda is published.
- 7 3. **Work Session** – The primary objectives of a work session are: 1) to discuss background
8 information regarding items that may be placed on the Regular Business Meeting Agenda;
9 and 2) to receive information about educational programs, legislation, and other issues
10 having relevance to the Bartlett City Board of Education. No official action can be taken at
11 a Work Session. The Work Session shall be held one week prior to a Regular Business
12 Meeting at the request of the Chairman whenever, in his/her judgment, the interests of the
13 schools require it, or at the request of any member of the Board. To call a Work Session,
14 the petitioning Board member shall submit the request in writing to the Board Chairman
15 before 12:00 p.m. on the Monday preceding the requested Work Session. Board Work
16 Sessions may be changed to Special Called Meetings when necessary for emergency
17 situations. Under such circumstances, the nature of the emergency necessitating the
18 change must be made a matter of record and approval for changing the Board Work
19 Session to a Special Called Meeting and shall require a two-thirds (2/3) vote of the Board
20 members present and voting.

21 In instances when the date of the Regular Business Meeting or Work Session falls on a legal
22 holiday or during a holiday season, the meeting shall be rescheduled by the Chairman. Any
23 undisposed business items remaining on the agenda at adjournment shall be carried over to
24 Unfinished Business at the next Regular Business Meeting.

25 A majority of all of the Members constituting the Board, and not merely a majority of the quorum,
26 shall be required to transact all business coming before the Board in all Regular Business or
27 Special Called Meetings. In emergency situations where the Board has provided no policy
28 guidance for administrative action and no meeting of the Board is scheduled, the Superintendent
29 shall have the power to act, but report to the Board when necessary or requested.

30 *Robert's Rules of Order - Newly Revised* shall be used as the parliamentary authority at all
31 Regular Business Meetings, Special Called Meetings, and Work Sessions of the Board unless
32 Board policy provides an exception governing the procedure to be used by the Board.

33 A Rule of Order may be suspended by a two-thirds (2/3) vote of the Members present and voting.

34 **ELECTRONIC ATTENDANCE⁵**

35 Notwithstanding title 8, chapter 44, part 1, the Board may conduct a scheduled Board meeting by
36 electronic means, including, but not limited to, telephone, videoconferencing, or other web-based
37 media. Absent Board members may attend a regular or special called meeting by electronic
38 means for any of the following reasons:

- 39 1. Out of county work, for no more than two (2) times per year.

⁵ T.C.A. §49-2-203(c)

2. Illness or a period of convalescence on the advice of a healthcare professional, for no more than three (3) times per year.
3. Inclement weather or natural disaster while BCS schools are closed, for no more than three (3) times per year.
4. A family emergency, for no more than two (2) times per year; or
5. The member's military service.

General Requirements

The following requirements apply to all electronic attendance, regardless of the reason for the member's absence:

1. A quorum of the Board must be physically present at the meeting in order for any member to attend electronically. However, a Board meeting may be conducted with electronic participation without a quorum being physically present at the location of the meeting when inclement weather or a natural disaster makes the physical presence of a quorum of members at the location of the meeting impractical or unsafe; provided, that a board meeting must not be conducted with electronic participation without a quorum of members being physically present at the location of the meeting more than three (3) times per year.
2. Any member wishing to participate electronically must do so using technology which allows the Chair to visually identify the member.
3. The responsibility for the connection lies with the member wishing to participate electronically. No more than three (3) attempts to connect shall be made unless the Board chooses to make additional attempts.

Work Related Absence

The following requirements apply to electronic attendance due to a work related absence:

1. The Board member must be absent from the county due to work.
2. The member wishing to participate must give the Chair and Superintendent at least five (5) days' notice prior to the meeting of the member's desire to participate electronically.

Family Emergency

The following requirements apply to electronic attendance due to a family emergency:

1. The member must be absent due to a family emergency that inhibits the member from attending the Board meeting in person. The family members to whom this Policy applies are: the hospitalization of the member or the death or hospitalization of the member's spouse, father, mother, son, daughter, brother, sister, son-in-law, daughter-in-law, step-son, step-daughter, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

POLICY 1008: Agendas

Board Regular Business Meetings and Work Sessions

The Executive Committee shall prepare all Board agendas. ~~Regular Business Meeting and Work Session agendas of the Board.~~ Any Board Member may place items on the agenda for discussion by submitting such items and supporting documentation, if any, to the Board Secretary at least seventeen (17) calendar days before the regular business meeting.

Regular Business Meeting Planning/Submission Schedule

1. Development of Regular Business Meeting Agenda (at least fourteen (14) calendar days before the Regular Business Meeting)
 - a. The order of business for Regular Business Meetings shall be set out in the agenda accompanying the Board meeting notice. The Executive Committee of the Board shall be responsible for developing the agenda for each Board meeting at least fourteen (14) calendar days before the Regular Business Meeting.
 - b. Board Member agenda items that advanced through BWS may not be removed from the agenda without that Board Member's permission.
 - c. If any item of business placed on the agenda by a Board Member or Superintendent was not on the BWS agenda, it may be added during the Regular Business Meeting by a two-thirds (2/3) vote of the Members present and voting, or by action of the Executive Committee prior to issuance of the Regular Business Meeting agenda.
 - d. Any Board Member or the Superintendent may add non-business items (items not requiring Board action) to the agenda at the Regular Board Meeting prior to approval of the agenda.
2. Submission Deadline for Regular Business Meeting Agenda Items at least seventeen (17) calendar days before the Regular Business Meeting
 - a. Agenda items submitted for the Regular Business Meeting agenda are due in final format to the Board Chairman and/or Superintendent (or designee) at least seventeen (17) calendar days before the Regular Business Meeting.
 - a.b. Agenda items approved for the Regular Business Meeting during BWS are due in final format to the Board Chairman and/or Superintendent (or designee) at least five (5) calendar days before the Regular Business Meeting, except where otherwise provided.
3. Distribution of Regular Business Meeting and Board Work Session Agendas
 - a. The Executive Committee (or designee) shall approve the BWS and Regular Business Meeting agendas prior to distribution.
 - b. The Regular Business Meeting agendas shall be distributed to Board Members at least fourteen (14) calendar days in advance of the Regular Business Meeting, if possible.
 - c. The Board Work Session agendas shall be distributed to the Board Members at least three (3) calendar days in advance of the called Work Session.
4. Posting of Regular Business Meeting and Board Work Session Agendas (at least ~~forty-eight (48) hours~~ three (3) calendar days before the meeting)
 - a. The Executive Committee (or designee) shall approve the Board Work Session and Regular Business Meeting agendas prior to posting. All Board Work Session and

Regular Business Meeting agendas shall be made available to the news media, members of the community, staff, and student organizations at no cost at least ~~three~~ forty-eight (48) hours in advance of the scheduled Board Work Session/Regular Business Meeting, if possible.

a.b. The final agenda, together with supporting materials, shall be placed on the BCS website no later than forty-eight (48) hours prior to a Regular Business Meeting.

Order of Business

The order of business for Regular Business Meetings shall be as follows unless the order of business is altered by a two-thirds (2/3) vote of the members present and voting:

1. Invocation
2. Pledge of Allegiance
3. Roll Call
4. Special Recognition/Presentations - (not to exceed fifteen (15) minutes per school district)
5. Public Comment (as set forth in Policy 1009: Public Participation at Board Meetings)
6. Approval of Agenda
7. Approval of Minutes of Previous Meeting
8. Reports
9. Chairman's Report (not to exceed fifteen (15) minutes, exclusive of questions and answers)
10. Committee Reports (not to exceed ten (10) minutes per Committee, exclusive of questions and answers)
11. Superintendent's Report (not to exceed fifteen (15) minutes, exclusive of questions and answers. The time may be extended at the Chairman's discretion or by a two-thirds (2/3) vote of the members present and voting.)
12. General Counsels' Report
13. Unfinished Business (agenda items carried forward from prior Business Meeting)
14. New Board Business (items considered at the previous Work Session)
 - a. Consent Agenda
 - b. Policies
 - c. Requests for Action
15. Items added to agenda during "Approval of Agenda"
16. Superintendent's recognition of Grants, Gifts and Donations (not to exceed fifteen (15) minutes)
17. Adjournment

Items of business considered during Board Work Sessions are moved forward, with or without recommendations, and appropriately placed on the Board Meeting Agenda.

The Consent Agenda contains routine or non-controversial items reviewed and moved forward during the Board Work Sessions related to the specific business operations of the District requiring Board approval. If any member objects to an item on the Consent Agenda, that item shall be moved to the regular agenda as an action item requiring discussion.

The order of business for Board Work Sessions shall be as follows unless the order of business is altered by a two-thirds (2/3) majority vote of the members present and voting:

1. Invocation
2. Pledge of Allegiance

3. Roll Call
4. Approval of Agenda
5. Chairman's Report
6. Superintendent's Report
7. Staff Action Items
8. Board Items
9. Adjournment

Special Called Meetings

The order of business for Special Called Meetings shall be set out in the agenda accompanying the Board meeting notice, which shall contain the following:

1. Invocation
2. Pledge of Allegiance
3. Roll Call
4. Announcement of Poll Results and Meeting Purpose
5. Public Comment (as set forth in Policy 1009: Public Participation at Board Meetings)
6. Action Items - only the item(s) for which the meeting was called (as set forth in this policy)
7. Adjournment

The agenda for all Special Called Meetings of the Board shall be distributed at the time the meeting is noticed to Board members and shall be made available to the news media, members of the community, staff and student organizations, at no cost and on the BCS website at least twenty-four (24) hours in advance or as soon as is practicable.

Bartlett City Board of Education		1009
Descriptor Term: PUBLIC PARTICIPATION AT BOARD MEETINGS	Descriptor Code: Board Operations	Issue Date: 12/02/2013
	Rescinds:	Revised: 5/28/2015

Tennessee law makes specific provision for the participation of the public at school board meetings. Public comment is not permitted at Board Work Sessions. Members of the public desiring to address the Board may do so at Regular Business and Special Called Meetings. Only those members of the public who submit "Public Comment Cards/Forms" to the Board Chairman prior to the commencement of Business Meetings or Special Called Meetings shall be permitted to address the Board. Public comments shall be taken in the order in which the "Public Comment Cards/Forms" are received. Members of the public may comment upon 1) matters that are germane to the items on the Board's agenda; and 2) on any matter that is germane to the jurisdiction of the Bartlett City Board of Education, regardless of whether such matter is an item on the Board's agenda.

Not more than thirty (30) minutes of each Regular Business and Special Called Meeting shall be devoted to public comment as provided on the agenda. Public comments shall be limited to up to three (3) minutes per "Public Comment Card/Form", and no recognized speaker may yield his/her time to another speaker. At the discretion of the Chairman, limitations may be placed on the following: 1) a speaker's time to comment; 2) the number of speakers commenting on the same topic; and/or 3) the number of speakers representing the same group or organization.

Speakers will be introduced by the Chairman of the Board at the appropriate time during the agenda. Speakers must state their name, home address, organization he/she is representing, if any, and subject of the presentation before they are permitted to proceed. Speakers may offer objective comments about school operations and programs that concern them. Speakers are asked to refrain from using names of personnel or names of persons connected with the District, particularly when lodging a complaint. Speakers will not be permitted to engage in gossip, make defamatory comments, or use abusive or vulgar language. The Chairman shall have the authority to terminate the remarks of any individual who is disruptive or does not adhere to Board rules.

The Board will take all public comments under advisement, but the Board does not respond during public comment.

Policy 1021 – Technology Use and Internet Safety

The Bartlett City Board of Education provides access to the Internet through a variety of technology resources including, but not limited to, computers, tablets, cloud computing, and storage solutions. The Board provides such access as an instructional and professional resource and intends that students and staff benefit from these resources in a safe, legal, appropriate and responsible manner.

The Board establishes this Policy to govern student and employee~~the~~ use of BCS technology resources, to prevent unauthorized access and unlawful activities by users, to prevent unauthorized disclosure of or access to sensitive information, and to comply with the Children's Internet Protection Act (CIPA).

This Policy applies to all BCS technology resources including, but not limited to, BCS networks and all devices connecting thereto. This Policy applies to all BCS-provided technology use, whether on or off campus, ~~and~~ BCS students, employees, volunteers, interns, and authorized personnel using district-provided technology shall, at all times, comply with this Policy and its accompanying procedures and are expected to be responsible for professional and appropriate behaviors online and offline.

Before any student or employee is permitted use of the district's technology, including hardware, software, intranet, internet, or email, and annually thereafter, such student or employee shall sign a copy of the BCS Internet Safety and Acceptable Use of Technology Policy. All users of BCS technology, including those who access the district's network for any purpose, agree to be bound by the terms of this Policy and its accompanying procedures, even if no signed Agreement remains on file.

CIPA Compliance and Internet Safety Measures¹

The Superintendent or his/her designee will develop and maintain administrative procedures for the appropriate use of technology by staff and students. Internet safety measures will include but not be limited to:

- A. Controls for access by students to inappropriate matter on the Internet and the World Wide Web
- B. A safe and secure environment for students when using electronic mail, chat rooms, and other forms of direct electronic communications.
- C. Prevention of unauthorized access, including "hacking" and other unlawful activities on-line
- D. Prevention of unauthorized disclosure, use, and dissemination of student personal information
- E. Use of technology to restrict students' Internet access to material that is obscene or harmful to them

The Superintendent or his/her designee shall establish procedures to ensure the district's education technology is not used for purposes prohibited by law. The process shall include but not be limited to:

¹ Children's Internet Protection Act (Public Law 106-554)

- A. Utilizing technology to block or filter Internet access to material that is obscene or harmful to students
- B. Maintaining and securing a usage log
- C. Monitoring on-line activities of students

The BCS Director of Technology shall take commercially reasonable steps to select technology for BCS's computers having internet access that will, to the extent possible, satisfy the foregoing process and filter, block, or otherwise prevent access to pornography or obscenity through online resources and prohibit, and to the extent possible, prevent a user from sending, receiving, viewing, or downloading materials that are deemed to be harmful to minors as defined in T.C.A. §39-17-901.

€.—

Internet Safety Instruction²

Students will receive appropriate instruction in Internet safety and digital citizenship as a part of any instruction using devices that provide access to the Internet. Internet safety instruction will include, but not be limited to, appropriate online behavior, interaction with others while using social networking websites or chat rooms, and cyberbullying awareness and response.

The Superintendent shall also provide adequate in-service instruction on internet safety.

Students, parents, and employees will be provided with material to raise awareness of the dangers posed by the Internet and ways in which the Internet may be used safely. Parents of students attending Bartlett City Schools shall also be provided with the district Acceptable Use of Network and Electronic Media Agreement and accompanying guidelines for such Agreement. All network users shall abide by all laws, the Acceptable Use Policy, and all district security policies when using the district network or district owned devices.

Expectations and Acceptable Use of Network and Internet

The Superintendent or his/her designee shall develop an Internet Safety and Acceptable Use of Technology Agreement and adopt guidelines for such Agreement that shall apply to all Bartlett City Schools students, employees, volunteers, interns and contractor personnel, whose access to, or use of, technology is provided by or through Bartlett City Schools.

- A. All users shall act in a responsible, ethical, and lawful manner when using the BCS information technology resources.
- B. All users shall use technology resources in a manner that does not result in intentional damage of school equipment, networks, stored data, or hosted cloud platforms or systems.
- C. Users shall secure technology resources against loss or theft and shall maintain technology resources in good working order.
- D. Users shall report a malfunctioning, damaged, lost, or stolen device immediately to the BCS Technology department.

² T.C.A. §49-1-221

- E. Users shall monitor all activity on their account(s), and ~~if they observe any illegal activities or misuse of the network,~~ report ~~these suspicious~~ activities to BCS Technology department immediately.
- F. Users shall refrain from plagiarizing works accessed through BCS technology resources. Plagiarism is taking the ideas or writings of others and/or using AI generated content and presenting them as if they were one's own works.
- G. Staff members who supervise students, control electronic equipment, or otherwise have occasion to observe student use of technology shall monitor the use of this equipment to assure that it conforms to the mission and goals of the district.
 - a. Parents/guardians wishing to deny independent access to BCS technology resources may do so by returning a signed right of refusal form supplied by the school. This document shall be kept on file as a legal, binding document. (In order to modify or rescind the agreement, the user's parent/guardian must provide the principal with a written request.)
- H. All users shall follow this policy.

Unacceptable Uses of the Network or Internet

Bartlett City Schools reserves the right to take immediate action regarding activities on its network that (1) create security and/or safety issues for the district, students, employees, schools, network or computer resources, or (2) other activities as determined by the district as inappropriate.

Prohibited activities include, but are not limited to, the following:³

- A. Illegally installing, ~~or~~ transmitting, or otherwise violating copyrighted materials;
- B. Violating any state or federal law, municipal ordinance, or BCS Policy;
- C. Accessing, uploading, downloading, or sending materials that are offensive, profane, threatening, pornographic, obscene, harassing, demeaning, sexually explicit, confidential, or materials that encourage others to violate the law;
- D. Using BCS technology to engage in criminal activities that can be punished under law;
- E. Using BCS technology to sell or purchase illegal items or substances;
- F. Gaining unauthorized access to student or employee accounts, files, and/or data;
- G. Unauthorized sharing of credentials for any technological resource;
- H. Unauthorized photography, videos, or use of an individual's likeness without their knowledge and consent;
- I. Using BCS technology to impersonate another individual;
- J. Trespassing in another's folders, online accounts or systems, work, or files;
- K. Causing harm to others or damage to their property, such as:
 - a. Using profane, abusive language; threatening, harassing language, or making damaging or false statements about others or accessing, sending, or downloading offensive, harassing, or disparaging materials;
 - b. Deleting, copying, modifying, or forging other users' names, emails, files, or data; impersonating other users, or sending anonymous email;
 - c. Damaging computer equipment, files, data or the network in any way, including intentionally accessing, transmitting or downloading computer viruses or other harmful files or programs, or disrupting any computer system performance;
 - d. Using any District computer to pursue "hacking", internal or external to the District, or attempting to access information protected by privacy laws;

³ T.C.A. §39-14-602

- ~~K-L.~~ Using the network or Internet for commercial purposes, such as:
- For personal financial gain;
 - For personal advertising, promotion; or
 - Conducting for-profit business activities and/or engaging in non-government related fundraising or public relations activities such as solicitation for religious purposes, lobbying for personal political purposes
- ~~L-M.~~ Bypassing any BCS filter through a web proxy, tethering, or any other means;
- ~~M-N.~~ Students are prohibited from accessing social media platforms, message boards, and/or instant messaging services using the internet access provided by BCS, except when expressly authorized by their teacher for educational purposes only.⁴
- “Social media” is defined as a form of interactive electronic communication through an internet website or application by which a user creates a service-specific identifying user profile to connect with other users of the internet website or application for the purpose of communicating and sharing information, ideas, news, stories, opinions, images, videos, and other content.
 - “Social media platforms” are defined as the online digital services or websites that facilitate social media.
 - “Message boards” are defined as digital services or websites that facilitate user comments and/or replies about a particular issue or topic.
 - “Instant message services” are defined as online digital services or websites that incorporate a function that permits real-time, text-based conversations between users, whether or not such conversations are maintained or preserved.

Penalties for Improper Use of Network or Internet

Violation of this Policy or the Internet Safety and Acceptable Use Agreement referenced herein may lead to disciplinary and/or legal consequences. Violations may result in student suspension or expulsion, staff reprimand, suspension, or dismissal, or criminal prosecution by government authorities for criminal offenses.

Privacy

No right to privacy exists in the use of BCS technology resources. Employees and students have no expectation of privacy with regard to emails, internet activity, search histories, and/or information and content housed on the hardware of any BCS owned technology. Users should not assume that files or communications accessed, downloaded, created, or transmitted using BCS technology resources or stored on services or hard drives of individual computers will be private. BCS Technology staff, as directed by the Superintendent, may review files, monitor and intercept messages, and otherwise monitor internet activity to maintain system integrity and to ensure compliance with Board policies and applicable laws and regulations.

Internet Filtering

Bartlett City Schools will use technology protection measures on all district networks for all Internet-enabled, district-owned devices to block or filter the access of material that violates this BCS Acceptable Use Policy. The district reserves the right to monitor users' online activities and to access, review, copy, and store or delete any electronic communication or files and disclose

⁴ T.C.A. §49-6-4605

them to third parties as it deems necessary and as is legally permissible. Users maintain no expectation of privacy regarding their use of district owned or district provided technology, including e-mail.

The categories of material considered inappropriate and to which access will be blocked will include, but not be limited to: nudity/pornography; images or descriptions of sexual acts; profane materials, obscene materials, materials promoting violence, illegal use of weapons, drug use, discrimination, or participation in hate groups; instructions for performing criminal acts, and online gambling.

The Superintendent or his/her designee will consider requests from users who wish to use a blocked site for bona fide research or other lawful purposes. This permission will be granted for a specific period of time and internet activity will be logged and reported to the district Network Administrator during this period.

Providers

Providers of digital or online resources with which BCS contracts for the provision of digital or online materials created and marketed for kindergarten (K) through grade twelve (12) shall:

1. Verify that the digital or online materials do not violate T.C.A. §39-17-902;
2. Take commercially reasonable steps to filter, block, or otherwise prevent access to pornography or obscenity through one's use of the digital or online materials;
3. Verify, in writing, that it has taken commercially reasonable steps to ensure that the provider's technology will prevent a user from sending, receiving, viewing, or downloading materials that are harmful to minors, as defined in T.C.A. §39-17-901; and
4. Remove, upon BCS's request, BCS's access to digital or online materials for ages or audiences for which BCS has determined the material to be age or audience-inappropriate. A provider must remove such BCS access within one (1) business day of the provider's receipt of BCS's request, unless the deadline for removal is extended by mutual consent of BCS and the provider.

If a BCS student, parent/guardian of a BCS student, or a BCS employee believes that a provider has not satisfied the aforementioned requirements, then a BCS student, the parent/guardian of a BCS student, or a BCS employee may file a complaint with the BCS Assistant Superintendent of Teaching and Learning or his/her designee specifically stating the alleged violation. The Assistant Superintendent of Teaching and Learning or his/her designee shall review each allegation of failure to fulfill the aforementioned requirements and shall advise the Complainant of whether he/she believes that action should be taken as it relates to the provider. This policy provision pertains to all contracts entered into with providers after July 1, 2022.

K-5 Technology Use

BCS remains committed to providing critical educational technology supports in an age-appropriate and instructional manner. The scope of this portion of the BCS Technology Use Policy is designed to minimize unnecessary screen time while preserving educational effectiveness and expanding teacher-led interactive instruction. This Policy applies to all K-5 student use of District-issued hardware, software applications, and network infrastructure during the instructional day.

Students in grades K-5 are strictly prohibited from accessing social media platforms through BCS-owned internet services or BCS-issued devices during the instructional day. Social media shall be blocked.

Each elementary school serving grades K-5 shall implement the following instructional guidelines:

1. Prioritization of Non-Electronic Instruction

- a. In-person, teacher-led instruction and the use of physical, non-electronic materials will remain the primary mode of instruction for K-5 classrooms. BCS supports a blended approach to instruction where BCS-issued devices are not the sole physical instructional resources but serve as a tool for instruction. All students K-5 shall have access to physical copies of core textbooks.

2. Requirements for 1:1 Device Deployment

- a. In the event K-5 students receive BCS-issued devices for the student's exclusive use, such devices will be used for tasks where there is a clear, demonstrable educational benefit. Teachers must actively monitor screen interactions to ensure student engagement remains active rather than passive.

3. Passive Consumption Prohibited

- a. Activities where students sit passively watching video content or interacting with software lacking explicit academic milestones are prohibited during the instructional day.
- b. Only educational applications/programs approved by BCS Instructional Technology Department may be used by students in any BCS school.
- c. Teachers must follow requirements for high quality instructional materials when utilizing digital platforms.

4. Active, Creative Use Encouraged

- a. Activities are encouraged if they prioritize student agency, creative output, and adaptive, targeted skill practice. Such outputs include, but are not limited to, digital drawing, presentation building, coding concepts, etc.

All digital assessments, learning management platforms, and software applications used in grades K-5 shall be developmentally appropriate and directly mapped to the Tennessee Academic Standards. No software or online application shall be used unless approved by the BCS Department of Teaching and Learning.

At the start of each school year, each BCS elementary school shall publish a complete, accessible directory detailing the names and descriptions of all educational software and applications installed on K-5 student devices and the academic purpose of each tool and its direct connection to Tennessee state curriculum standards.

K-5 Technology Use policies and procedures do not prohibit the use of digital devices for:

- 1. Targeted instructional support, intervention, or remediation;
- 2. Accommodations or services required under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, or the Americans with Disabilities Act;
- 3. Administration of a universal screener adopted by the State Board of Education, a Tennessee universal screener, dyslexia screenings, state-adopted benchmark assessments, or other assessments required by state or federal law;
- 4. Teacher preparation, lesson planning, or professional use;
- 5. Homebound instruction established in T.C.A. §49-10-1101;

- 6. Remote instructional days provided pursuant to T.C.A. §49-6-3004(i); or
- 7. Hybrid learning days provided pursuant to T.C.A. §49-6-3004).

Policy 1038 – School District Planning

The Board shall adopt a written five (5) year strategic plan which shall be updated at least every two (2) years.

The Board shall develop and implement a district-level improvement plan that operationalizes the five (5) year strategic plan. Each school must develop a school-level management plan that is student-focused and in support of the district-level plan. The district-level and school improvement plans must address identified priority needs and provide for continuous student growth and improvement. The district-level and school level improvement plans must be developed once every three (3) years and must include the essential elements of planning and specific plan requirements set forth by the State Board of Education.

Bartlett City Board of Education		1034
Descriptor Term: CHARTER SCHOOLS	Descriptor Code: Board Operations	Issue Date: 12/11/2014
	Rescinds:	Revised:

1 SCOPE

2 This policy shall apply to sponsors and potential sponsors of newly created public charter schools.
3 It shall not apply to public charter schools converted from existing public schools pursuant to
4 T.C.A. §49-13-106(b)(2).

5 DEFINITION

6 A charter school shall be a public, nonsectarian, non-religious, non-home based school which
7 operates within a public school district under the terms of a charter agreement and in accordance
8 with Tennessee law. It shall be subject to all state and federal laws and constitutional provisions
9 prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin,
10 religion, ancestry, or need for special education services.¹ A charter school shall not exclude
11 students from enrollment based on race, color, ethnicity, national origin, religion, income level,
12 disability, proficiency in the English language, or academic ability.

13 The purposes of charter schools are to:²

- 14 1. Improve learning for all students and close the achievement gap between high and low
- 15 students;
- 16 2. Provide options for parents to meet educational needs of students in high priority schools;
- 17 3. Encourage the use of different and innovative teaching methods, and provide greater
- 18 decision making authority to schools and teachers in exchange for greater responsibility
- 19 for student performance;
- 20 4. Measure performance of pupils and faculty, and ensure that children have the opportunity
- 21 to reach proficiency on state academic assessments;
- 22 5. Create new professional opportunities for teachers; and
- 23 6. Afford parents substantial meaningful opportunities to participate in the education of their
- 24 children.

25
26 ~~6.~~ A sponsor of a charter school under Tennessee law means a proposed governing body
27 filing an application for the establishment of a public charter school that is not a for-profit entity,
28 nonpublic school defined by T.C.A. 49-6-3001, or postsecondary institution not regionally
29 accredited.

30 APPLICATION PROCESS³

31 A prospective charter school sponsor shall send the Superintendent and the Tennessee Public
32 Charter School Commission notice of its intent of its plan to submit an application to operate a
33 charter school sixty (60) calendar days prior to ~~April 1~~ February 1 of the year preceding the year

¹ T.C.A. §49-13-105; T.C.A. §49-13-111(a)(1) – (5)(b)(c)

² T.C.A. §49-13-102

³ T.C.A. §49-13-107

1 in which the proposed charter school plans to begin operation as a public charter school. The
2 letter of intent shall be completed on the form provided by TDOE. Failure to submit a letter of
3 intent to the Tennessee Public Charter School Commission and the BCS Superintendent by the
4 February 1 deadline shall exclude a charter school sponsor from submitting an application for that
5 application cycle.

6 The BCS Superintendent shall confirm receipt of the letter of intent and provide the prospective
7 charter school sponsor with the current federal, state, and local per pupil funding estimate within
8 five (5) business days of receiving the letter of intent.

9 The BCS Superintendent or his/her designee shall determine whether the sponsor has selected
10 the correct application category within ten (10) business days of receiving the intent letter and
11 notify the sponsor within five (5) business days of a determination that the incorrect application
12 category has been selected.

13 One (1) original, four (4) copies, and one (1) electronic version of the initial state charter school
14 application must be received by the BCS Superintendent on or before 11:59 p.m., central time,
15 on February 1 of the year preceding the year in which the proposed charter school plans to begin
16 operation as a charter school. The prospective charter school sponsor must use the application
17 form provided by TDOE. The TDOE and the Tennessee Public Charter School Commission must
18 receive one (1) copy of the application on or before February 1 of the year preceding the year in
19 which the proposed charter school plans to begin operation. Applications will be accepted only
20 between January 1 and February 1. If February 1 falls on a Saturday, Sunday, holiday, or
21 inclement weather day on which the school district offices are closed, applications will be
22 accepted on the next business day on or before 11:59 p.m., central time. Late applications will
23 not be accepted, without exception. Each charter school application must be accompanied by a
24 cashier's check in the amount of Twenty-Five Hundred Dollars (\$2,500.00), per proposed school,
25 as an authorizer non-refundable application fee.

26 The Board shall determine whether an application is complete within ten (10) business days of
27 receiving the application and shall notify the sponsor within five (5) business days of the
28 determination that the application is determined to be incomplete.

29 If the application is approved, the charter school shall follow the BCS policy regarding out-of-
30 district enrollment.

31 ~~A sponsor seeking Board approval of an initial charter school application must complete the form~~
32 ~~provided by the Tennessee Department of Education as well as provide a list of requirements that~~
33 ~~the sponsor wants to waive. In the application, the sponsor must demonstrate that the proposed~~
34 ~~charter school meets the purpose prescribed by law for the formation of a charter school and the~~
35 ~~proposed charter school will be able to implement a viable program of quality education for its~~
36 ~~students. In the case where a traditional public school is seeking to convert to a charter school,~~
37 ~~the application must include documents showing the necessary parental or teacher support.~~

38 ~~Applications must be submitted to the Board on or before 4:30 p.m. on April 1 of the year~~
39 ~~preceding the year in which the proposed charter school plans to begin operation as a public~~
40 ~~charter school. Applications will be accepted only between March 1 and April 1. If the 1st of April~~
41 ~~falls on a Saturday, Sunday, or holiday on which the school district offices are closed, applications~~
42 ~~will be accepted on the previous business day on or before 4:30 p.m. Late applications will not be~~
43 ~~accepted, without exception. The sponsor shall pay an application fee of \$500.00.~~

44 **REVIEW TEAM**

1 If necessary, the Board shall appoint a charter school review team to assist the Board of Education
2 in reviewing and evaluating charter school applications and making recommendations to the
3 Board. The team shall be comprised of persons with relevant academic, organizational, financial,
4 and legal expertise, as well as a thorough understanding of the essential principles of charter
5 school autonomy and accountability. The charter school review team shall use the most current
6 version of TDOE "Tennessee Charter School Application Scoring Criteria" for scoring each charter
7 school application.

8 ~~An application shall be considered complete if: -members of the administrative staff for the district;~~
9 ~~community members; and a member of the Board. At the Board meeting in February each year,~~
10 ~~the Superintendent shall make a recommendation to the Board of which members of his~~
11 ~~administrative staff should be appointed to the team. The Board shall name the members of the~~
12 ~~team at its meeting in March of each year. The Board shall designate a chairman of the review~~
13 ~~team as the contact person for answering the questions about the application process and~~
14 ~~receiving applications.~~

- 16 1. The application is submitted on the Department's state charter application form for that
17 application cycle;
- 18 2. The sponsor has completed all required sections of the application aligned to the category
19 indicated by the sponsor in its letter of intent and the application contains all required
20 attachments and signatures;
- 21 3. The application is submitted to the authorizer by the deadline; and
- 22 4. The application fee is submitted with the application.

23 If the charter application is determined to be incomplete due to the sponsor not meeting the
24 requirements of Sections 1 and 3 above, the Board of Education shall not be required to review
25 the application, and the fee shall be refunded to the charter school sponsor.

26 If the charter application is determined to be incomplete due to the sponsor not meeting the
27 requirements of Sections 2 or 4 above, the charter sponsor shall be provided the opportunity to
28 address any deficiencies and re-submit the application within five (5) business days after the
29 notification from BCS that the application is incomplete. If the sponsor does not correct the
30 deficiencies to meet the requirements of Sections 2 or 4, by the deadline, the Board of Education
31 shall not be required to review the application, and any required application fee shall be refunded
32 to the charter school sponsor.

33 Neither the BCS charter school review team nor the Board of Education shall review or formally
34 act upon the application if:

- 35 1. The sponsor did not submit the letters of intent by the required due date;
- 36 2. The application is incomplete; and/or
- 37 3. The application and fee are not submitted to the BCS Superintendent by "the filing
38 deadline". The Board shall require a procedure for receiving, reviewing, and ruling on
39 applications for the establishment of charter schools. The procedure must include a
40 timeline for the application and review process and the means for reviewing and evaluating
41 each application, including the criteria on which the decision to grant or deny a charter will
42 be based. A copy of the procedure, including the review criteria, shall be available to any
43 interested party upon request.

44 The review team shall:

- 45 1. Evaluate all charter school applications based on the review-aforementioned criteria
46 adopted by the Board;

2. Recommend one of the following options to the Board for each application: approve or, ~~reject, or reject with stipulations for reconsideration~~ deny;
3. Monitor charter school progress; and
4. Make recommendations for revocation, renewal, or non-renewal of charter contracts.

APPROVAL, DENIAL OF APPLICATION⁴

The Board of Education shall rule by resolution, at a regular or special called meeting, on the approval or denial of a charter application within ninety (90) calendar days of receipt of the completed application, or the application shall be deemed approved by law. If the Board of Education fails to approve or deny a charter school application within the ninety (90) calendar day time period, the charter school application shall be deemed approved.

A cyber-based public charter school shall not be authorized.

No later than ten (10) calendar days after the approval or denial of a charter school application, the Board of Education shall report to the TDOE and the Tennessee Public Charter School Commission whether the BCS Board of Education approved or denied the application. The Board of Education shall simultaneously provide the TDOE and the Tennessee Public Charter School Commission with a copy of the aforementioned resolution setting forth the Board of Education's decision and the reasons for its decision.

Approval

The approval by the Board of Education shall be accompanied by a written Agreement which shall contain all components of the application. The Agreement must be signed by If the application is approved, the sponsor may proceed to negotiate a charter agreement with the Board through its designee within administration. The sponsor of a public charter school that is approved by and the Board of Education's Executive Committee, and the Agreement shall enter into a written agreement with the Board, which shall be binding on the charter school's governing body. The term of tThis Agreement, known as the charter agreement, shall be ten (10) academic years in writing, and shall include all aspects of the sponsor's approved application as well as any reporting requirements prescribed under state or federal laws.⁵

The Board of Education hereby adopts the Tennessee State Board of Education's Quality Charter Authorizing Standards.

To warrant adoption, charter schools must promote and implement new and innovative practices and conditions in delivering public education not typically found in traditional public schools. All charter schools that include high schools (grades 9-12) must be accredited by AdvancED. It is expected that the candidate school status for accreditation will be received during the first year of the charter school operation.

Charter schools approved by the Board are expected to implement the application as submitted and approved. Substantial deviations from the approved application may result in the revocation of the charter by the Board.

Charter schools approved by the Board are expected to operate with knowledge of and compliance with all rules, regulations, statutes, and policies relevant to that charter school's

⁴ T.C.A. §49-13-108; TRR/MS 0520-14-1-.01; .02

⁵ T.C.A. §49-13-110

1 operations; including but not limited to instruction, human resources, communication,
2 administration, business services, facilities and operations, transportation, food services, safety,
3 and student discipline. The Board should not be expected to provide services to charter schools
4 that are not requested during the application process except for those services that are required
5 under state or federal laws. Services agreed to be provided to the charter schools by the Board
6 shall be provided at Board cost.

7 The governing body of an approved public charter school shall make a written report to the Board
8 annually between August 1 and September 1. This reporting requirement shall begin in the year
9 after the year in which the public charter school begins operation. This annual report shall include:
10 a report on the progress of the school in achieving its goals, objectives, pupil performance
11 standards, content standards, and all other terms of the charter agreement; and a financial
12 statement disclosing the financial health of the school, including the costs of the administration,
13 instruction, and other spending categories of the school.⁶

14 New public charter schools, conversion schools, and all renewals of charter agreements are
15 approved for ten year periods. However, following the fifth year of a charter school's initial period
16 of operation or the fifth year of any renewal of a charter school agreement, the Board must conduct
17 an interim review of the charter school according to the guidelines adopted by the Tennessee
18 Department of Education.

19 No later than October 1 of the year prior to the year in which the charter agreement expires, the
20 governing body of a public charter school shall submit a renewal application to the Board. The
21 Board shall make its renewal decision based on the progress of the school towards its stated
22 goals and on the financial status of the school.⁷

23 The Board may revoke or deny renewal of a public charter school agreement for any of the
24 reasons enumerated in T.C.A. §49-13-122.

25 **Denial**

26 Within ten (10) calendar days of the date of the decision to deny, the grounds upon which the
27 Board of Education based a decision to deny a charter school application must be stated in writing,
28 specifying objective reasons for the denial and the deadline by which the charter school sponsor
29 must submit an amended application.

30 Upon receipt of the ground for denial, the sponsor shall have thirty (30) calendar days from receipt
31 of the grounds for denial, within which to submit an amended application to correct the
32 deficiencies. The Board of Education shall have sixty (60) calendar days from receipt of the
33 amended application, either to deny or to approve the amended application or the application
34 shall be deemed approved by law.

35 If the Board of Education fails to approve or deny the amended application within sixty (60)
36 calendar days from the receipt of the amended application, the amended application shall be
37 deemed approved. If the Board of Education denies the amended application, it shall provide to
38 the charter school sponsor the grounds upon which the Board of Education based the decision to
39 deny in writing within five (5) calendar days of the date of the decision to deny, specifying objective
40 reasons for the denial. Upon receipt of the grounds for denial, the sponsor shall have fifteen (15)
41 days within which to submit an amended application to correct the deficiencies. The Board shall

⁶ T.C.A. §49-13-120

⁷ T.C.A. §49-13-121

1 ~~have thirty (30) days either to deny or approve the amended application or the application shall~~
2 ~~be deemed approved by law.~~

4 **Renewal**

5 The Superintendent or his/her designee shall annually notify an approved charter school of
6 whether the charter is “on-track” or “off-track” for renewal. The status of each charter school shall
7 be published in the annual report.

8 No later than April 1 of the year prior to the year in which the charter agreement expires, the
9 governing body of a public charter school shall submit a renewal application to the Board of
10 Education. The Superintendent shall report each renewal application received by BCS to the
11 Tennessee Public Charter School Commission no later than ten (10) days from the date on which
12 BCS received the renewal application.⁸ On or before the following February 1, the Board of
13 Education shall rule by resolution whether to approve or deny the renewal application.

14 Three (3) months prior to the date on which a charter school is required to submit a renewal
15 application, the Superintendent or his/her designee shall submit to the charter school a
16 performance report that reflects the renewal evaluation.⁹ No later than ten (10) days after the
17 Board of Education adopts a resolution to renew or deny renewal of a charter agreement, the
18 Superintendent or his/her designee shall report the Board’s decision to the TDOE and the
19 Tennessee Public Charter School Commission and shall provide a copy of the resolution that sets
20 forth the Board of Education’s decision and the reasons for the decision.

21 A charter school renewal application must contain a report of the charter school’s operations
22 including students’ standardized test scores, financial statements, and audits for the eight (8)
23 years immediately preceding the date of the renewal application.

24 High-performing charter school renewal applications shall be automatically approved for renewal.
25 A charter school will be deemed high-performing if it:

- 26 1. Has met or exceeded standards on at least seventy-five percent (75%) of the indicators in
27 each section of the school performance framework in each of the three (3) immediately
28 preceding school years;
- 29 2. Has attained a school composite level of “above expectations” or “significantly above
30 expectations” as represented by the Tennessee Value-Added Assessment System
31 (TVAAS) in each of the three (3) immediately preceding school years; and
- 32 3. Has had no significant audit findings during the term of the current charter agreement.

33 Within ten (10) days of the Board approving a high-performing charter school for renewal, the
34 Superintendent or his/her designee shall report the approval to the TDOE and the Tennessee
35 Public Charter School Commission.

36 **Authorizer Fee**~~A denial of an application by the Board may be appealed by the sponsor within~~
37 ~~ten (10) days of the final decision to deny.~~

38 If BCS becomes the authorizer of a charter school, BCS shall receive an annual authorizer fee
39 that is a percentage of the charter school’s per student state and local funding as allocated under
40 T.C.A. §49-13-112. The annual authorizer fee shall be the lesser of three percent (3%) of the

⁸ T.C.A. §49-13-121(a)

⁹ State Board of Education Policy 6.111

annual per student state and local allocation or Thirty-Five Thousand Dollars (\$35,000) per school.

Interim Review

The Superintendent or his/her designee shall conduct an interim review of the charter school in the fifth (5th) year of the charter's initial period of operation and in the fifth (5th) year following any renewal of a charter agreement under guidelines developed by the Tennessee State Board of Education.

Annual Report

The Board of Education, through the Superintendent or his/her designee, shall oversee and annually evaluate each charter school to ensure it meets the performance standards and targets set forth in the charter school agreements. The Superintendent or his/her designee shall submit the charter school's evaluation to the Board of Education at its October Board meeting.

The Superintendent or his/her designee shall send a copy of the charter school's annual evaluation to each respective charter school within BCS's district. The report shall include, but not be limited to, violations of the charter school agreement and any performance deficiencies.

The Board of Education shall articulate and enforce stated consequences for failing to meet performance expectations or compliance requirements.

Site Visits

A site visit to each charter school shall be conducted by the BCS Superintendent or his/her designee annually. The purpose shall be to collect data and other qualitative information and to inspect the charter school facility and observe classroom teaching and learning. The observations made during the annual site visit shall be included in the annual charter school evaluation report.

Charter School Reporting

Charter schools shall provide the information required by the charter school agreement and state law to the Board. By September 1, the governing body of an approved charter school shall make a written report to the Board. The annual report shall include:

1. A report on the progress of the charter school in achieving the goals outlined in the charter school agreement;
2. A financial statement disclosing the financial health of the charter school, including the costs of the administration, instruction, and other spending categories of the charter school; and
3. A detailed accounting, including the amounts and sources, of all funds received by the charter school, other than the funds received per state law.

This reporting requirement shall begin in the year after the year in which the charter school begins operation.

Multiple charter schools overseen by a single governing board shall report their performance as separate, individual charter schools. Each charter school shall be independently accountable for its performance.

Each charter school governing body shall submit an annual audit of all accounts and records, to include internal school activity and cafeteria funds, to the Board of Education as soon as practical after June 30th annually.

Authorizer Reporting and Review

By December 1st, the Superintendent shall report to the Tennessee State Board of Education detailing the total amount of authorizer fees collected in the previous school year and the authorizing obligations fulfilled using the fee. By January 1st, the Board of Education shall submit an annual authorizer report to TDOE and the State Board of Education. The Superintendent or his/her designee shall prepare the reports and provide the information to the Board of Education prior to submission.

Revocation of Charter Agreement

The Board of Education may revoke a public charter school agreement if the public charter school receives identification as a priority school, as defined by the state's accountability system pursuant to T.C.A. §49-1-602. The revocation takes effect immediately following the close of the school year in which the public charter school is identified as a priority school.

The Board of Education shall revoke a public charter school agreement if the public charter school receives identification as a priority school for two (2) consecutive cycles. The revocation takes effect immediately following the close of the school year in which the public charter school is identified as a priority school for the second consecutive cycle.

A public charter school agreement may be revoked at any time by the Board of Education if the Board determines that the school:

1. Committed a material violation of any conditions, standards, or procedures set forth in the charter agreement;
2. Failed to meet or make sufficient progress toward the performance expectations set forth in the charter agreement; or
3. Failed to meet generally accepted standards of fiscal management.

If the Superintendent determines that the charter school meets the criterion for revocation set forth above, or if the Superintendent determines that the charter school is not complying with the requirements of T.C.A. §49-13-101, *et seq.*, (The Tennessee Public Charter School Act), or with the charter agreement:

1. The Superintendent shall notify the charter school, in writing, of the possibility of revocation and the reasons for the possible revocation. In the notification to the charter school, the Superintendent shall notify the charter school that the charter school must provide BCS's review team with a proposed plan to remediate the charter school's deficiencies which gave rise to the notice of possible revocation.
2. The charter school shall submit a written remediation plan to the BCS review team within thirty (30) days of receiving the notice of possible revocation. The remediation plan shall provide that the remediation itself shall be completed within thirty (30) days of submission of the remediation plan. The BCS review team shall notify the charter school within twenty (20) business days of receiving the proposed remediation plan of whether the remediation plan is acceptable to the review team.
3. If the proposed remediation does not, in the sole discretion of the BCS review team, provide a full remediation, the BCS review team shall, within thirty (30) business days of receiving the remediation plan, notify the charter school that the remediation plan is unacceptable and an explanation of the means to reconcile the plan. The charter school shall be given ten (10) business days to correct the proposed remediation plan and re-submit the plan to the BCS review team. The BCS review team shall notify the charter

1 school within thirty (30) business days of the resubmission whether the resubmitted plan
2 is acceptable to the review team.

3 4. If the charter school's re-submitted proposed remediation plan is rejected by the BCS
4 review team, the charter school may appeal the decision to the BCS Superintendent. The
5 Superintendent may, within thirty (30) business days of receiving the resubmission:

6 a. Approve the resubmission; or

7 b. Reject the resubmission; or

8 c. Provide the charter school an additional ten (10) business days to further amend
9 the remediation plan.

10 5. If the resubmission is rejected by the Superintendent, the charter school may appeal the
11 Superintendent's decision to the Board of Education within ten (10) business days after
12 receiving notice of the rejection. The Board of Education shall consider the resubmission
13 within thirty (30) business days of receiving the appeal of the rejection. The Board of
14 Education shall provide the charter school with a decision regarding the resubmission, in
15 writing, explaining the reasons the proposed plan is unacceptable.

16 Thirty (30) days prior to any decision by the Board of Education to revoke a charter agreement,
17 the Board of Education shall notify the charter school, in writing, of the possibility of revocation
18 and the reasons for the possible revocation.

19 If the Board revokes a charter agreement, then the Board shall clearly state in writing the reasons
20 for the revocation.

21 No later than ten (10) days after the Board adopts a resolution to revoke a charter agreement, the
22 Board shall report the Board's decision to the TDOE and the Tennessee Public Charter School
23 Commission and shall provide a copy of the resolution that sets forth the Board's decision and
24 the reasons for the decision.

25 **Emergency Revocation**

26 A charter agreement may be revoked at any time by the authorizer in an emergency situation
27 without the authorizer first having to implement the progressive intervention policy. An emergency
28 situation includes, but is not limited to, instances of fraud; misappropriation of funds; flagrant
29 violation of health and safety laws, rules, and regulations; flagrant disregard of the charter
30 agreement; or similar misconduct.

Bartlett City Board of Education		3022
Descriptor Term: SECURITY	Descriptor Code: Support Services	Issue Date: 07/24/2014
	Rescinds:	Revised: 07/25/2024

1 The Superintendent shall establish procedures to protect school property which shall
2 include, but not be limited to¹:

- 3 1. Closing and securing teacher work areas when left unattended or at the end of the
- 4 day;
- 5 2. Denying students permission to use the classrooms, laboratories, gymnasiums, or
- 6 other school facilities or equipment without appropriate supervision;
- 7 3. Controlling the issuance of keys;
- 8 4. Developing programs that contribute to the proper care and use of school facilities
- 9 and equipment; and
- 10 5. Ensuring that equipment purchased with federal funds is managed as directed by
- 11 federal law.

12 Principals shall be responsible for ensuring the security of their school buildings, school
13 grounds, and the property contained within their school buildings. In accordance with
14 Board policy, the principal of each school shall develop procedures for keeping school
15 facilities safe and free from hazards.

16 All BCS principals shall immediately call law enforcement officials and the Superintendent
17 in cases involving illegal entry, building damage, theft, vandalism endangering life, health,
18 or safety, assault and battery resulting in serious personal injury or involving a weapon,
19 or valid threats of mass violence.²

20 Every BCS staff member observing or otherwise having knowledge of an assault and
21 battery or vandalism endangering life, health, or safety, illegal entry, theft, or vandalism
22 generally, on school property, shall report such acts to the Superintendent and the school
23 Principal.

24 Only students assigned to the school, BCS staff, parents of students, and other persons
25 with lawful and valid business shall enter onto the grounds or into the buildings of a school
26 during the hours of student instruction. All staff members shall report all persons
27 appearing to be improperly on school premises to the Principal.³

28

¹ T.C.A. §49-6-805

² T.C.A. §49-6-4301; T.C.A. §39-16-517

³ T.C.A. §49-6-2008

School Building Entrances⁴

All exterior doors leading into a school building shall be locked at all times and access to school buildings is limited to the school's primary entrance, to prevent unauthorized entry into the school building during the day, and when students are present outside of regular school hours for school-related purposes or activities.⁵ ~~6~~-If there is a need to unlock the doors during a school related event or activity after hours, then the door shall be continuously monitored by a BCS employee who is physically ~~shall be~~ stationed by the unlocked door to ensure access is limited to authorized persons only.

State and local law enforcement are authorized to inspect exterior doors of school buildings. If law enforcement personnel discover that a door is unlocked, in violation of this Policy, local law enforcement must provide notice of same to the Superintendent. If the Superintendent receives such notice, the Superintendent shall direct the Principal of the school at which the violation occurred, to within forty-eight (48) hours of the Superintendent's receipt of the notification, notify the law enforcement agency, in writing, that the door was immediately locked and that the processes are in place to ensure that the door remains locked. Said notification shall also state whether the school has a full-time school resource officer. The Principal shall copy said notification to the Chair of the Board of Education, the head of the parent-teacher organization for the school at which the violation occurred, the Tennessee Department of Safety, and the TDOE.

Any school employee that props open an exterior school door shall receive disciplinary action, up to and including termination.

Threats of Violence or Disruptive Behavior in Schools⁷~~All BCS principals shall immediately call law enforcement officials and the Superintendent in cases involving illegal entry, building damage, theft, vandalism, assault and battery resulting in serious personal injury or involving a weapon, or valid threats of mass violence.~~⁸

Should the Principal receive credible information regarding a threat of violence or significantly disruptive behavior directed toward, or occurring on the grounds of, a BCS school, and should the Principal report such threat or behavior to a state or local law enforcement agency, then the Principal shall notify the parents and guardians of students enrolled in the school within forty-eight (48) hours of the report. For purposes of law enforcement reports, a report made to a school resource officer ("SRO") or a BCS school security officer ("SSO") shall not constitute a report to a state or local law enforcement

⁴ T.C.A. §49-6-817

⁵ T.C.A. §49-6-817

⁶ T.C.A. §49-6-817

⁷ T.C.A. §49-6-2704

⁸ T.C.A. §49-6-4301; T.C.A. §39-16-517

1 agency. If the SRO or SSO subsequently reports the threat of violence or significantly
2 disruptive behavior to a law enforcement agency for further investigation or for de-
3 escalation assistance, then the Principal shall notify parents and guardians in accordance
4 with the aforementioned forty-eight (48) hour requirement.⁹

5 The Superintendent or his/her designee, is authorized to sign a criminal complaint and to
6 press charges against perpetrators of crimes against BCS property. The Superintendent
7 shall report all signing of such complaints to the Board.

8 **School Policing**

9 School Resource Officers

10 The Board may enter into a memorandum of understanding ("MOU") with the chief of
11 Bartlett Police Department and/or the Shelby County Sheriff's Department to provide
12 school policing. Any MOU shall address, at a minimum, the following issues:¹⁰

- 13 1. Any School Resource Officer (SRO) assigned under a MOU must be in compliance
14 with all laws, regulations, and rules of the Police Officer Standards and Training
15 Commission at the time of assignment and remain compliant throughout the tenure
16 of his or her assignment;
- 17 2. As a condition of assignment, any SRO must participate in forty (40) hours of basic
18 training in school policing within twelve (12) months of assignment. Every year
19 thereafter, the SRO shall participate in a minimum of sixteen (16) hours of training
20 specific to school policing. All training programs shall be approved by the Peace
21 Officers Standards and Training Commission.
- 22 3. Any SRO assigned under the MOU remains an employee of the law enforcement
23 agency, subject to that agency's direction, control, supervision, and discipline.
- 24 4. No officer shall be assigned to a school or continue in such assignment without the
25 consent of the Superintendent.
- 26 5. In the event that more than one SRO is assigned to a school system, the law
27 enforcement agency shall designate one of the SROs as the senior SRO, or such
28 other, appropriate title. The duties of the senior SRO, however designated, shall
29 include, but not be limited to, the following:
 - 30 a. To represent and carry out the policies of the law enforcement agency
31 assigning the SROs.
 - 32 b. To supervise the SROs in the performance of their duties;
 - 33 c. To consult with the Superintendent regarding the best use of the available
34 resources for school policing; and
 - 35 d. To resolve disputes between the SROs and students or faculty members.
- 36 6. The MOU may be effective for any length of time, including continuing until
37 terminated by the parties, and may contain any reasonable notice requirement for
38 the termination of the MOU. However, the MOU shall contain a provision allowing
39 the Superintendent to suspend the active participation of the SROs in the event

⁹ Public Acts of 2025, Chapter No. 215

¹⁰ T.C.A. §49-6-4217

that the Superintendent believes that such suspension is best for the health, safety, and/or well-being of the students and/or faculty members.

School Security Officers

In addition to school policing services through School Resource Officers (SRO's), the District may employ one or more armed school security officer(s) to provide security services. School security officers may be used for the purposes of maintaining order and discipline, preventing crime, investigating violations of school board policies, and ensuring the safety, security, and welfare of all students, faculty, staff, and visitors.¹¹ In consultation with Bartlett Police Department and/or the Shelby County Sheriff's Department, such school security officer may patrol within a one-mile radius of the security officer's assigned school, but not to exceed the boundaries of Bartlett City Schools.

SSOs shall immediately report acts of violence and/or criminal activity to the SRO and the school Principal, in that order. SSOs shall comply with all state and federal laws regarding the confidentiality of personally identifiable student information.

Threat Assessment Teams¹²

The Superintendent shall be responsible for establishing a BCS Threat Assessment Team. The purpose of the Team. The purpose of the threat assessment team is to develop comprehensive intervention-based approaches to prevent violence, manage reports of potential threats, and create a system that fosters a safe, supportive, and effective school environment.

The Threat Assessment Team is comprised of BCS personnel and a representative from the Bartlett Police Department.

The Threat Assessment Team shall:

1. Obtain training from local law enforcement or mental health service providers on how to assess individuals exhibiting threatening or disruptive behavior and develop interventions for individuals exhibiting such behavior;
2. Conduct threat assessments based on dangerous or threatening behavior of individuals in the school, home, or community setting;
3. Provide guidance to students, faculty, staff, and others in the LEA on how to recognize, address, and report threatening or dangerous behavior;
4. Establish procedures that outline the circumstances in which LEA are required to report threatening or dangerous behavior;
5. Establish procedures for students, faculty, and community members to anonymously report threatening or dangerous behavior and specify to whom the behavior should be reported;
6. Provide guidance and best practices for the intervention and prevention of violence;
7. Establish procedures for the:

¹¹ T.C.A. §49-6-4206

¹² T.C.A. §49-6-2701

- a. Assessment of individuals exhibiting behavior that may present a threat to the health or safety of the individual or others;
 - b. Development of appropriate means of intervention, diversion, and de-escalation of threats; and
 - c. Development of appropriate courses of actions that should be taken in the event threatening or dangerous behavior is reported, including, but not limited to, referrals to community services or healthcare providers, notification of parents or guardians, if appropriate, or notification of law enforcement and emergency medical services;
8. Refer individuals to support services;
 9. Provide post-incident assessments and evaluate the effectiveness and response of BCS incidents; and
 10. Coordinate with state agencies providing support services and technical assistance to local threat assessment teams.

The Threat Assessment Team shall document all behaviors and incidents deemed to pose a risk to school safety or that result in intervention and shall provide the information to BCS. All information shall be documented in accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232(g)), §10-7-504, and all other relevant state and federal privacy laws. BCS must consider the information when reviewing and developing a building-level school safety plan.

The Threat Assessment Team shall report Threat Assessment Team activities to the Board and the Superintendent, the Tennessee Department of Safety, the Tennessee School Safety Center, and the members of the State-level Safety Team, as established by state law, on a regular basis. The report must include quantitative data on Threat Assessment Team activities, including post-incident assessments, and must provide information on the effectiveness of the team's response to incidents deemed to pose a risk to school safety. The report must comply with the FERPA, §10-7-504, and all other relevant state and federal privacy laws.

Documents produced or obtained by the Threat Assessment Team are not open for public inspection. Threat Assessment Team meetings do not constitute open meetings as defined by T.C.A. §8-44-102.

Classroom Evacuations¹³

"Classroom evacuation" means the removal of some or all students from a classroom or instructional area due to the violent, aggressive, or severely disruptive behavior of another student that creates a safety concern or substantially interrupts classroom instruction.

1. If a classroom evacuation occurs, then the Principal or his/her designee must provide notification to the parent/guardian of each student who was in the classroom or instructional area at the time the classroom evacuation occurred.
2. The notification must be provided to parents/guardians by the end of the day in which the classroom evacuation occurred unless the event that prompted the

¹³

1 classroom evacuation is an ongoing emergency or is otherwise under investigation
2 by state or local law enforcement, in which case the notification must not be
3 provided to parents/guardians until the emergency event is resolved or the
4 Principal or his/her designee determines that providing the notification does not
5 impede an ongoing investigation, as applicable.

6 3. The notification must include:

7 a. The fact that a classroom evacuation occurred;

8 b. A brief description of the general nature of the incident sufficient to explain
9 why the classroom evacuation occurred; and

10 c. Any steps taken by the school to ensure the continued safety and
11 supervision of students.

12 4. The notification must not disclose the name or information about the student whose
13 conduct caused the classroom evacuation.

14 5. Each school shall maintain, for each classroom evacuation, a written or electronic
15 record of:

16 a. The date and time of the classroom evacuation;

17 b. The number of students evacuated;

18 c. The time and manner of the parental notification; and

19 d. The name of the staff member who notified parents
20
21

22 **CYBERSECURITY¹⁴**

23 The Superintendent shall implement cybersecurity procedures to identify cybersecurity
24 risks, mitigate such risks, and protect cyberinfrastructure against cyberattacks and other
25 cybersecurity threats and incidents.

¹⁴ T.C.A. §49-6-805

Bartlett City Board of Education		4014
Descriptor Term: GRADING SYSTEM	Descriptor Code: Instructional Services	Issue Date: 07/24/2014
	Rescinds:	Current Revision: 10/24/2024

1 The Bartlett City Schools grading system will follow all applicable statutes, rules, and regulations of
2 the State Board of Education. The grading system shall be uniform district-wide¹, except to the
3 extent that BCS operates ungraded and/or unstructured classes in grades K-3 in accordance with
4 state rules and regulations.² Conduct grades are based on behavior and shall not be deducted from
5 scholastic grades. Student conduct grades shall reflect “E” for excellent, “G” for good, “S” for
6 satisfactory, “N” for needs improvement”, or “U” for unsatisfactory and shall be reported at each
7 grading period.

8 **REPORT CARDS**

9 The report card form, content, and procedure shall be approved by the Board prior to
10 implementation. Report cards shall include the information necessary to communicate student
11 progress to parents, and they shall provide academic progress and attendance information on a
12 regular basis. Report cards are distributed at the end of each nine-week grading period. At the
13 midpoint of the nine weeks, parents will be notified of students’ progress through an interim report.
14 When a student’s behavior or academic performance falls below acceptable levels, the teacher
15 must notify the parent through interim reports or student report cards.

16 Kindergarten Report Cards

17 Kindergarten grade level standards shall be as prescribed by the State of Tennessee. Students are
18 evaluated based on their progress toward meeting benchmarks for each standard. Progress shall
19 be indicated by “M” for “Mastery and “X” for “Non-Mastery” for each skill. Letter grades are used to
20 express basic grading for non-core content areas like art, music, and physical education. Letter
21 grades include “E” for excellent, “G” for good, “S” for satisfactory, “N” for needs improvement or “U”
22 for unsatisfactory.

23 Universal Reading Screener and Dyslexia Screener³

24 If a universal reading screener and/or dyslexia screener was administered to a student who is
25 enrolled in kindergarten (K) through eighth grade (8th) in the current school year, then the results of
26 the screener shall be provided to the student’s parent/guardian with the student’s report card.

27 **GRADING SCALE GRADES ONE (1) THROUGH TWELVE (12)**

28 The grading system for core content areas is expressed by the letters “A”, “B”, “C”, “D”, and “F”
29 according to the numerical values listed on the grading scale below. First (1st) and second (2nd)
30 grade science and social studies will be expressed by the letter grades “S” or “N”.

¹ T.C.A. §49-1-302(a)(17)

² T.C.A. §49-1-302(g)

³ Public Acts of 2025, Chapter No. 330

A	90-100
B	80-89
C	70-79
D	60-69
F	Below 60

1 State Standardized Assessments

2 For students in grades 3-12, scores on state standardized assessments shall comprise the
3 minimum percentage of the students' final grades as permitted by law.⁴

4 All state standardized raw assessment data shall be calculated by using the target grade
5 methodology as prescribed by the State Department of Education.

6 High School Grading

7 Students who meet only the minimum requirements should be given minimum passing grades. No
8 student may fail for the semester or year if the only failing grade is that of the semester examination.

9 Students who successfully complete a high school course will earn high school credit. Credits will
10 be awarded in .5 increments upon successful completion of a semester. A student will receive one
11 full credit in the course if he/she receives a passing yearly grade in the course.

12 For courses which have no state mandated end of course ("EOC") exam, each semester grade is
13 fifty percent (50%) of the final grade. For courses which include a state EOC exam, each semester
14 grade is forty-five percent (45%) of the final grade, and the EOC exam accounts for ten percent
15 (10%). For the 2017-2018 school year and beyond, each semester grade is forty-seven point five
16 percent (47.5%) of the final grade, and the EOC exam accounts for five percent (5%).

17 Students enrolled in a high school course having an eighty-seven (87) or higher course average
18 who have five (5) or fewer excused absences (distance learning days do not count as an absence)
19 may be exempted from the district semester exams. Any unexcused absence disqualifies the
20 student from all exam exemptions. Students in grades 9-12 may be exempted for both fall and
21 spring semester exams.

22 Weighted Grades

23 For Advanced Placement (A.P.) and dual enrollment courses, teachers will add five (5) points to
24 each quarter and semester exam grade. For dual credit, and national industry certification courses,
25 teachers will add four (4) points to each quarter and semester exam grade. For Honors courses,
26 including middle school courses taught at the Honors level, teachers will add three (3) points to
27 each quarter and semester exam grade. Points shall not be added to the final grade.

⁴ T.C.A. §49-1-617

Calculation for High School Course GPA

Grade	Value	Regular	Honors	Dual Credit	A.P./Dual Enrollment
A	90-100	4	4.5	4.75	5
B	80-89	3	3.5	3.75	4
C	70-79	2	2.5	2.75	3
D	60-69	1	1.5	1.75	2
F	Below 60	0	0	0	0

This weighted grading scale shall be used at all ages and school grades for all official purposes including report cards, GPA, class rank, honor roll, etc. except the Lottery / Hope Scholarship as described below.

Tennessee Uniform Grading Scale for Lottery/HOPE Scholarship

Students applying for lottery scholarships and other Tennessee Student Assistance Corporation funds must be evaluated using the Tennessee State Uniform Grading Scale. The scale is inclusive of all school grades and is as follows:

A.....	90-100
B.....	80-89
C.....	70-79
D.....	60-69
F.....	Below 60

Each school year, prior to scheduling courses for the next school year, all middle schools, and Bartlett High School shall conduct a lottery scholarship day for students and their parents.⁵ Each school counselor will provide incoming freshmen with information on college core courses required for lottery scholarships as well as necessary criteria (grade point average, ACT, and SAT score, etc.) that must be met in order to receive a scholarship.

⁵ T.C.A. §49-4-932(f)

POLICY 4029: Graduation Requirements

I. HIGH SCHOOL GRADUATION

To meet the requirements for graduation, a student shall have attained an approved record of attendance, conduct, and subject matter, ~~record which covers a planned program of education,~~ and such record shall be kept on file in Bartlett High School.

Before graduation, every student shall meet the following requirements¹:

1. Achieve the specified twenty-two (22) units of credit;
2. Take the ACT, SAT, or other eleventh (11th) grade post-secondary readiness assessment, as determined by the Tennessee Commissioner of Education, unless the student qualifies for a limited exemption as defined by the Tennessee Department of Education²;
3. Beginning with students who enroll in ninth (9th) grade in the 2024-2025 school year or any subsequent school year, earn at least one (1) credit of computer science in high school, unless the student transfers from another state or country or a non-public school to a Tennessee high school during their twelfth (12th) grade year;
4. Maintain a satisfactory record of attendance and discipline; and
5. Pass a United States civics test.³

If a middle school student successfully completes any of the State Board-required high school credits, as evidenced by a passing grade in the course prior to grade nine (9), the student shall receive graduation credit for that coursework.⁴

The following twenty-two (22) units shall be required for graduation for students who enter the 9th grade:

English 4 credits

¹ T.C.A. 49-6-6001; State Board of Education Policy 2.103; TRR/MS 0520-01-03-06

² T.C.A. 49-6-6001(b); State Board of Education Policy 2.103

³ T.C.A. 49-6-408; State Board of Education Policy 2.103

⁴ State Board of Education Policy 2.102

<u>Mathematics</u>	<u>4 credits</u>
<u>Science</u>	<u>3 credits</u>
<u>Social Studies</u>	<u>3 credits</u>
<u>Personal Finance</u>	<u>0.5 credit</u>
<u>Wellness</u>	<u>1 credit</u>
<u>Physical Education</u>	<u>0.5 credit</u>
<u>World Language</u>	<u>2 credits</u>
<u>Fine Arts</u>	<u>1 credit</u>
<u>Elective Focus</u>	<u>3 credits</u>

If a student completes any of the required math credits prior to the 9th grade, the student is still required to enroll in a mathematics course in at least three (3) years of high school.

Students may not receive credit for courses in which the student has never enrolled.

In order to meet the social studies course credit requirements to earn a full diploma upon graduation from high school, each student must take and pass the civics test given by BCS.

Two high school ESL courses shall be counted toward the four (4) English credits required for graduation. At least one (1) of the ESL courses counted toward graduation credit shall be counted toward credit in an English course with an end-of-course assessment. Additional high school ESL courses shall be counted as elective humanities credits.

Students may fulfill their computer science requirement by substituting computer science for the student's fourth credit of mathematics, third credit of science, or an elective focus credit. Students may only use computer science as a substitution to fulfill one (1) credit in mathematics, or one (1) credit in science, or one (1) or more elective focus credits required for a traditional high school diploma.

II. EARLY GRADUATION⁵

Students may complete an early high school graduation program and be eligible for unconditional entry into a public two (2)-year institution of higher education or conditional entry into a public four (4)-year institution of higher education subject to the requirements below. Any student wishing to complete an early high school graduation program must fulfill each of the following requirements:

1. Earn the required seventeen (17) credits that include:
 - A. English I, II, III, and IV
 - B. Algebra I and II*
 - C. Geometry*
 - D. United States History
 - E. Two (2) courses in the same World language
 - F. One (1) course selected from the following:
 - a. Economics
 - b. Government
 - c. World Civilizations
 - d. World Geography
 - G. One (1) course selected from the following:
 - a. History and appreciation of visual and performing arts
 - b. A standards-based arts course, which may include studio art, band, chorus, dance or other performing arts
 - H. Health and Physical Education (Wellness)
 - I. Biology
 - J. Chemistry
2. Attain a cumulative GPA of at least 3.2 on the Tennessee Uniform Grading System four (4) point scale;
3. Score at the On-Track or Mastered level on each End of Course assessment taken (excluding end-of-course assessments taken during the student's final semester prior to early graduation);

⁵ T.C.A. 49-6-8103; State Board of Education Policy 2.103; Public Acts of 2026, Chapter No. 912

4. Meet benchmark scores of twenty-five (25) or higher on the mathematics portion of the ACT and twenty-five (25) or higher on the English portion of the ACT, equivalent scores on the SAT, or benchmark score on the CLT;
5. Achieve a passing score on a nationally recognized foreign language proficiency assessment; and
6. Completes two (2) early postsecondary courses.

A student pursuing early graduation through the Move on When Ready program may take two (2) high school English courses in an academic year.

A student pursuing early graduation through the Move on When Ready program must complete an intent form available from the Department of Education and submit it to her or his high school principal and the department of education prior to the beginning of grade nine (9) or as soon thereafter as the intent is known. The intent shall be indicated on a form provided by the school and signed by the parent.

A student pursuing early graduation through the Move on When Ready program is exempt from any additional graduation requirements.

A student who completes the Move on When Ready program shall be awarded a regular high school diploma.

A student who does not participate in the Move On When Ready program may still graduate earlier than the end of their senior year of high school, provided the student meets all graduation requirements set forth in Section I of this Policy and notifies their Principal in writing of his/her intention to graduate early by January 15 of the school year in which they intend to graduate.

STUDENTS RECEIVING SPECIAL EDUCATION SERVICES

~~The program of studies shall include areas and content in these areas within State Board of Education Regulations and shall be flexible enough to facilitate progress from one stage of development to another, thus providing for more effective student adjustment.~~

~~The pattern of courses which shall be required of all students in grades nine (9) through twelve (12) shall be in accordance with the Rules and Regulations of the State Board of Education and the Board of Education.~~

~~Before graduation, every student shall (1) achieve the specified 22 units of credit; (2) take the required end-of-course exams; (3) have satisfactory records of attendance and conduct, and (4) take a series of three (3) examinations, administered each at the 9th, 10th and 11th grades.⁶~~

~~The Board authorizes the awarding of high school diplomas or attendance certificates to those students recommended by school staff, the principal, and approved by the Superintendent as having met the requirements for graduation established by the Board and the Tennessee State Board of Education. The types of diplomas or certificates that may be awarded to graduating seniors include the regular diploma, the diploma with honors, the special education diploma, the occupational diploma, and an attendance certificate, all according to state regulations and other local requirements.~~

~~Students Receiving Special Education Services⁷~~

~~Students receiving special education services who successfully earn the prescribed twenty-two (22) credit minimum and complete their Individualized Educational Program (IEP) and complete graduation requirements shall be awarded a regular diploma.~~

~~A special education diploma shall be awarded to students who have not met the requirements for a regular high school diploma but have⁸:~~

- ~~1. Completed four (4) years of high school;~~
- ~~2. Made satisfactory progress on their IEP; and~~
- ~~3. Maintained satisfactory records of attendance and conduct.~~

~~Students who obtain the special education diploma may continue to work toward a traditional high school diploma through the end of school year in which they turn twenty-two (22) years old.~~

⁶ ~~TRR/MS 0520-01-03-.06(2); T.C.A. §49-6-6001~~

⁷ T.C.A. §49-6-6005

⁸ T.C.A. 49-6-6005; State Board of Education Policy 2.103

III. OCCUPATIONAL DIPLOMA⁹

An occupational diploma may be awarded to students with disabilities at the end of their fourth (4th) year of high school who have:

1. Not met the requirements for a traditional high school diploma;
2. Received special education services or supports and made satisfactory progress on an IEP;
3. Have maintained satisfactory records of attendance and conduct;
4. Have completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment (SKEMA); and
5. Have completed two (2) years of paid or non-paid work experience.

The decision to attain an occupational diploma shall be made at the conclusion of the student's tenth (10th) grade year or two (2) academic years prior to the expected graduation date.

Students who obtain an occupational diploma may continue to work toward a traditional high school diploma through the end of the school year in which they turn twenty-two (22) years old.

IV. ALTERNATIVE ACADEMIC DIPLOMA¹⁰

Special education students who do not meet the requirements for a regular high school diploma may be awarded an alternate academic diploma if the student has:

1. Completed at least four (4) years of high school;
2. Participated in the high school alternative assessment;
3. Earned the prescribed twenty-two (22) credit minimum;
4. Made satisfactory progress on their IEP;
5. Maintained satisfactory records of attendance and conduct; and
6. Completed a transition assessment that measures postsecondary education and training, employment, independent living, and community involvement.
~~—satisfactorily completed an IEP and who have satisfactory records of attendance and conduct, but who have not met the proficiency testing requirements. An occupational diploma shall be awarded to students~~

⁹ State Board of Education Policy 2.103

¹⁰ TRR/MS 0520-01-03-.06; State Board of Education Policy 2.103

~~who have satisfactorily completed an IEP and the occupational diploma Skills, Knowledge, and Experience Mastery Assessment (SKEMA).~~

STUDENT LOAD

All full-time students in grades 9-12 shall be enrolled each semester in subjects that produce a minimum of five (5) units of credit for graduation per year.

Students with hardships and gifted students may appeal this requirement to the Superintendent and then to the Board.¹¹

¹¹ TRR/MS 0520-01-03-.03(6)

POLICY 5014.1: Family and Medical Leave

PURPOSE

To entitle eligible employees to take reasonable leave for medical reasons, for the birth or adoption of a child, and for the care of a child, spouse, or parent who has a serious health condition.

ELIGIBILITY

Anyone who has been employed for at least twelve (12) months and has at least 1,250 hours of service with Bartlett City Schools (hours used for leave, even FMLA leave, shall not be credited for service for purposes of FMLA eligibility¹) during the previous twelve month period.²

GENERAL PRINCIPALS

Any eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave during a fixed calendar year for the following reasons:

1. The birth and care of a child;
2. The placement of a child for adoption or foster care;
3. The employee's serious health condition that makes the employee unable to perform the essential functions of his or her job position;
4. The care of a child, spouse, or parent who has a serious health condition; and
5. Any qualifying exigencies arising out of the fact that the employee's child, spouse, or parent is on active duty or has been notified of an impending call or order to active duty.

Requests for leave and granting of leave shall conform to applicable federal and state law. A physician's statement may be required when determining the leave period, and for foreseeable leave, the employee shall adhere to District notice requirements and provide the Superintendent with at least thirty (30) days written notice before the beginning of the anticipated leave.

An employee may use accrued sick or annual leave for unpaid family and medical leave. Paid leave shall run concurrently with and be counted toward the employee's total period of FMLA leave.

MATERNITY/PATERNITY LEAVE

FMLA leave for maternity purposes shall run concurrently with leave provided under the Tennessee Maternity Act. In accordance with state law, any eligible employee requesting leave due to adoption, pregnancy, childbirth, and nursing an infant shall be granted up to four (4) months leave.³

Any employee on maternity/paternity leave shall be permitted to use accumulated sick and annual leave for a period not to exceed the employee's accumulated leave or twelve (12) weeks, whichever is less. To be eligible to use sick and/or annual leave in connection with the

¹ *Hinson v. Tecumseh Products Co.* 234 F.3d 1268, 6th Cir. (2000).

² Family and Medical Leave Act 1993

³ T.C.A. §49-5-702; T.C.A. §4-21-408

birth, placement, or adoption of a child, the employee must submit a written request accompanied by a statement from the employee's physician verifying the pregnancy or the agency handling the child's placement with the employee.

Spouses who are both eligible Bartlett City Schools employees are limited to a combined total of twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition. Under certain circumstances, spouses who share leave for the birth or adoption of a child may be eligible for limited amounts of additional leave for other qualifying FMLA reasons.

PAID FAMILY LEAVE AFTER BIRTH, STILLBIRTH, OR ADOPTION OF NEWLY PLACED MINOR CHILD⁴

For purposes of Policy 5014.1, the following definitions shall apply:

"Birth" means "live birth" as defined in T.C.A. §68-3-102.

"Stillbirth" has the same meaning as defined in T.C.A. §68-3-102.

"Adoption" means that period of time beginning with the filing of an adoption petition and the initial placement of a minor child within the residence of a prospective adoptive parent pursuant to a court-ordered parental power of attorney or guardianship or custodial order until the issuance of a final order of adoption by the court.

"Newly placed minor child" means the adoption of a minor child that results in a change of custody of that child.

"Eligible employee" means a teacher, principal, supervisor, or other individual required by law to hold a valid license of qualification for employment in a school district.

Paid family leave after birth, stillbirth, or adoption of newly placed minor child applies only to eligible employees. Eligible employees must meet the following requirements:

1. Holds a valid license of qualification or an emergency credential issued by the Department of Education;
2. Has been employed full-time with BCS for at least twelve (12) consecutive months in a position required by law to hold a valid license of qualification, or an emergency credential issued by the Department of Education at the time of the birth, stillbirth, or adoption; and
3. Has held a valid license of qualification or an emergency credential issued by the Department of Education for the entire twelve (12) consecutive months of employment with BCS.

This group of individuals will be granted absence from work with pay for a period of time equal to six (6) work weeks after the birth or stillbirth of the employee's child or the employee's adoption of a newly placed minor child, upon the employee giving thirty (30) days' written notice to the BCS Benefits Department. However, if the employee learns of the birth, stillbirth, or

⁴ T.C.A. §8-50-814

adoption less than thirty (30) days in advance of the birth, stillbirth, or adoption, then the employee must give notice as soon as reasonably possible to be eligible to receive paid leave hereunder.

Any employee granted paid parental leave for the birth, stillbirth, or adoption of a newly placed minor child shall not be required to use the employee's sick, annual, or other leave for the leave taken hereunder.⁵ However, the leave granted pursuant to this Policy shall count toward the maximum number of days of family and medical leave the employee is entitled to pursuant to State law [\(T.C.A. 4-21-408\)](#) and the FMLA [\(29 U.S.C. 2601, et seq.\)](#).

An eligible employee granted leave hereunder may receive no more than six (6) work weeks of paid leave within a twelve (12) month period, even if there is more than one (1) qualifying birth, stillbirth, or adoption occurring during such time.

The six (6) work weeks of paid leave shall be taken consecutively, except in extenuating circumstances, as determined and approved by the Superintendent.

The paid leave granted pursuant to this Policy must be used within twelve (12) months of the birth, stillbirth, or adoption of a newly placed minor child.

For purposes of this provision, while being employed by BCS, during periods of unpaid or paid leaves, eligible employees shall be considered as having been employed full-time.

MILITARY LEAVE

Qualifying Exigencies. Eligible employees are entitled up to twelve (12) workweeks of leave because of any qualifying exigency arising out of the fact that the employee's child, spouse, or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces. Qualifying exigencies may include:

1. Issues arising from a covered service member's short notice deployment (i.e., less days of notice) for a period of seven (7) days from the date of notification;
2. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered service member;
3. Making or updating financial and legal arrangements to address a covered service member's absence;
4. Attending counseling provided by someone other than a health care provider for oneself, the covered service member, or the child of the covered service member, the need for which arises from the active duty or call to active duty status of the covered service member;
5. Taking up to fifteen (15) days of leave to spend time with a covered service member who is on short-term temporary, rest and recuperation leave during deployment;

⁵ T.C.A. §8-50-813

6. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the covered service member's active duty status, and addressing issues arising from the death of a covered service member; or
7. Any other event that the employee and employer agree is a qualifying exigency.

Military Caregiver Leave⁶. An eligible employee who is a spouse, child, parent, or next of kin of a covered service member or covered veteran with a serious injury or illness shall be granted up to a total of twenty-six (26) workweeks of unpaid leave during a "single 12-month period" to care for the covered service member or covered veteran. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A covered veteran is an individual who was a member of the Armed Forces at any time during the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy that has a serious injury or illness who is currently receiving medical treatment, recuperation, or therapy. The calculation of this 5-year period shall not include the interval of October 28, 2009 through March 8, 2013. The "single 12-month period" for leave to care for a covered service member or covered veteran with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of twenty-six (26) workweeks of leave to provide care for a covered service member.

For covered service members, a serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. For covered veterans, a serious injury or illness is defined as:

1. A continuation of a serious injury or illness that was incurred or aggravated in the line of duty while on active duty that rendered the veteran unable to perform the duties of the veteran's office, grade, rank, or rating;
2. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50 percent or higher, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave;
3. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
4. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

INTERMITTENT LEAVE

⁶ 29 C.F.R. §825.127

Employees may take FMLA leave intermittently when medically necessary to care for a seriously ill family member, because of the employee's own serious health condition, for the care of a newborn, or for the placement of a child for foster care or adoption. When a licensed employee requests foreseeable leave for planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the District may require that such employee elect either to take the leave for periods of a particular duration, not to exceed the duration of the planned medical treatment, or to transfer temporarily to an available alternative position offered by the District for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

RESTRICTIONS

Notice Requirements.

For foreseeable leave, the employee shall provide the Superintendent with at least thirty (30) days written notice before the beginning of the anticipated leave.

Once it has been established that the leave requested qualifies for FMLA, the Superintendent or his/her designee shall notify the employee within two (2) business days (absent extenuating circumstances) that any leave taken pursuant to state leave statutes (paid vacation leave, personal leave, sick leave or worker's compensation) shall run concurrently with FMLA leave.⁷ The notice may be given orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than the following pay day.⁸

Certification Requirements.

The Superintendent may require that a request for leave be supported by certification issued by a healthcare provider with the following information:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition; and
4. A statement that the eligible employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that such employee is needed.

If there is any reason to doubt the validity of the certification provided, the Superintendent may require, at the expense of the District, an opinion of a second health care provider.

Period Near the End of an Academic Term (Professional employees).

If leave is taken more than five (5) weeks prior to the end of the term, the Superintendent may require the employee to continue taking leave until the end of the term if the leave is at least three (3) weeks of duration and the return of employment would occur during the three (3) week period before the end of the term.

⁷ 29 C.F.R. §825.207

⁸ OP Tenn. Atty Gen 94-006 (Jan. 13, 1994); *Plant v. Morton International, Inc.* 212 F.3d 929, 6th Cir. (2000).

If the leave is taken five (5) weeks prior to the end of the term, the Superintendent may require the employee to continue taking leave until the end of the term if the leave is greater than two (2) weeks duration and the return to employment would occur during the two (2) week period before the end of the term.

REQUIREMENTS OF THE BOARD

1. The employee shall be restored to the same or equivalent position of employment with no loss of benefits, pay, or other terms of employment.
2. The employee shall be kept under any group health plan for the duration of the leave.
3. The Board may recover the premium paid while employee is on FMLA leave under the following conditions:
 - A. The employee fails to return from leave after the period of leave has expired.
 - B. The employee fails to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

Bartlett City Board of Education		5003
Descriptor Term: APPLICATION AND EMPLOYMENT	Descriptor Code: Personnel	Issue Date: 02/27/2014
	Rescinds:	Revised: 09/25/2014;11/19/2015

1 Bartlett City Schools is an equal opportunity employer. Bartlett City Schools does not discriminate
2 in employment, recruitment, or advancement practices, and all qualified applicants will receive
3 consideration without regard to race, color, national origin, religion, sex, age, disability, genetics,
4 or veteran status in compliance with state and federal law.¹

5 **Application**

6 An individual desiring a position with the Board shall make application to the Superintendent on
7 forms developed by BCS. ~~To ensure the safety and welfare of students and staff,~~ the BCS
8 Department of Human Resources shall require that each applicant, prior to performing any work
9 or service on behalf of BCS and at least every five (5) years thereafter, must shall submit to a
10 fingerprint sample and pass a criminal history background check conducted by the TBI and FBI,
11 receive a satisfactory TBI/FBI background check, and agree to enroll in the RAP Back Program,
12 if certificated or applying for a position requiring proximity to children.² This requirement further
13 extends to all applicants for athletic coaching positions and volunteers whose activities are of the
14 type and/or frequency that give rise to individual proximity to children.³ Hiring decisions are
15 contingent upon satisfactory results of such checks.

16 Knowingly falsifying information shall be sufficient grounds for termination of employment and
17 shall also constitute a Class A misdemeanor which must be reported for prosecution.⁴

18 Any costs incurred to perform the TBI/FBI background check shall be paid by the applicant upon
19 hiring.⁵ The cost for enrollment in the RAP Back Program shall be paid by BCS.⁶ After
20 employment, any costs incurred to perform criminal history background checks and fingerprinting
21 shall be paid by BCS.

22 **Certified Employees**

23 The application must include a transcript of credits earned at the colleges or universities
24 attended along with references from persons such as previous employers, college professors,
25 and supervisors of student teachers. Other information shall include whether such applicant has
26 been dismissed for cause from a school district. If previously employed by a local board of
27 education, the applicant shall provide evidence of acceptable resignation.

28 Teacher applicants who are employed by another school district at the time of application to
29 BCS must provide a written resignation to the school district at which they are presently
30 employed at least thirty (30) days prior to the beginning date of employment with BCS; provided

¹ U.S. Constitution, Amendment XIV; Title VI, Civil Rights Act of 1964; Title VII, Civil Rights Act of 1964; Title IX, Education Amendments of 1972; Age Discrimination Act of 1967; Section 504 of Rehabilitation Act of 1973; 42 U.S.C. §12101-12213.

² T.C.A. §49-5-406(a); T.C.A. §49-5-413(a)

³ T.C.A. §49-5-413(g)

⁴ T.C.A. §49-5-406(a)(2)(A)

⁵ T.C.A. §49-5-413(c)

⁶ T.C.A. §49-5-413

that if BCS receives notice from the applicant's previous employer that the thirty (30) day notice is being waived, BCS will consider the application.

No person shall be employed:

1. Who does not hold a valid license or permit to teach from the State Board of Education⁷;
2. Who does not present a physician's certificate showing a satisfactory health record or has any contagious or communicable disease in such form that might endanger the health of school children;⁸
3. Who has been identified by the Department of Children's Services, or on a similar registry in another jurisdiction, as a perpetrator of child abuse, severe child abuse, child sexual abuse, or child neglect who poses an immediate threat to the health, safety, or welfare of children;⁹
- ~~2.4.~~ Who is listed on the state's abuse of vulnerable persons registry maintained by the Department of Health, or on a similar registry in another jurisdiction;¹⁰
5. Who refuses to take and subscribe to an oath to support the Constitution of the State of Tennessee and of the United States of America;¹¹
- ~~3.6.~~ Who has not had their information verified using E-Verify;¹²
- ~~4.7.~~ Who fails to make a full and accurate disclosure of any prior criminal record or any prior dismissals from employment for cause, or who resigned prior employment in lieu of being terminated;
- ~~5.8.~~ Who does not receive a satisfactory TBI/FBI background check and agree to enroll in the RAP Back Program; or
- ~~6.~~ Who has not complied with the Immigration Reform and Control Act of 1986.

Classified Employees

No person shall be employed:

1. Who has any contagious or communicable disease in such form that might endanger the health of school children;
2. Who has been identified by the Department of Children's Services, or on a similar registry in another jurisdiction, as a perpetrator of child abuse, severe child abuse, child sexual abuse, or child neglect who poses an immediate threat to the health, safety, or welfare of children;
- ~~4.3.~~ Who is listed on the state's abuse of vulnerable persons registry maintained by the Department of Health;
- ~~2.4.~~ Who has ~~not complied with the Immigration Reform and Control Act of 1986~~ had their information verified using E-Verify;¹³
- ~~3.5.~~ Who fails to make a full and accurate disclosure of any prior criminal record or any prior dismissals from employment for cause, or who resigned prior employment in lieu of being terminated; or
- ~~4.6.~~ Who does not receive a satisfactory TBI/FBI background check.

Pre-Employment Physicals

⁷ T.C.A. §49-5-403; T.C.A. §49-5-101

⁸ T.C.A. §49-5-404; TRR/MS 0520-1-3-.08(2)(f)

⁹ T.C.A. 49-5-413

¹⁰ T.C.A. 49-5-413

¹¹ T.C.A. §49-5-405

¹² Immigration Reform and Control Act of 1986; Public Acts of 2026, Chapter No. 772

¹³ Immigration Reform and Control Act of 1986; Public Acts of 2026, Chapter No. 772

After an offer of employment has been made to an applicant and prior to the commencement of employment duties, each employee shall present a Physician's Certificate showing a satisfactory health record.

Employment

The Department of Human Resources shall check references of all applicants. After checking references and receiving written recommendations, the Superintendent or designee shall hire and assign qualified applicants.

Initial Employment

Upon initial employment, the Superintendent shall notify such person, in writing, of the offer and conditions of employment. Upon receipt of employment notification, such person shall accept or reject, in writing, the offered employment within the timeline established by state law.¹⁴

Certified Employees

After checking references and receiving written recommendations, the Superintendent shall hire and assign qualified applicants.¹⁵

Classified Employees

After checking references and receiving written recommendations from principals and/or supervisors, the Superintendent shall hire and assign qualified applicants. Each support employee shall be advised of the required probationary period.

Self-Reporting While Employed

All BCS employees, including part-time, temporary, contracted, and substitute personnel, are required to report arrests and/or criminal convictions that occur after initial employment to the Superintendent or his/her designee within forty-eight (48) hours of the arrest and/or conviction. Employees must also notify the Superintendent or his/her designee immediately if the Department of Children's Services (DCS) has indicated them as a perpetrator of child abuse. This requirement further extends to all approved BCS volunteers.

RAP Back Program¹⁶

Enrollment in the RAP Back Program is a condition of employment for all certified BCS employees. BCS employees employed prior to September 1, 2024 shall enroll in the RAP Back Program upon reaching their five (5) year recertification period. By enrolling in the RAP Back Program, BCS is notified of each employee's criminal and arrest record on an ongoing basis. If, during the course of employment, BCS is notified of an employee's unsatisfactory criminal history, then the employee shall be terminated.

Prohibition Against Assisting School Employees, Contractors, or Agents in Obtaining Employment¹⁷

Except as provided below, other than the routine transmission of administrative and personnel files, BCS employees are prohibited from assisting a school employee, contractor, or agent in obtaining a new job if the employee knows, or has probable cause to believe, that the person seeking a job change engaged in sexual misconduct regarding a minor or student.

¹⁴ T.C.A. §49-5-406(b)

¹⁵ T.C.A. §49-2-301(b)(1)(J)(L)(EE); T.C.A. §49-2-303(b)(3)

¹⁶ T.C.A. §49-5-413

¹⁷ 20 U.S.C. §7926; T.C.A. §49-2-131

- 1 This prohibition shall not apply if:
- 2 1. The information giving rise to probable cause to believe sexual misconduct has occurred
 - 3 has been reported to the appropriate law enforcement agency; and
 - 4 2. The matter has been officially closed in one (1) of the following ways:
 - 5 A. The prosecutor or police have investigated the allegations and notified school officials
 - 6 that there is insufficient information to establish probable cause; or
 - 7 B. The employee, contractor, or agent has been charged and either acquitted or
 - 8 exonerated; or
 - 9 C. The case remains open and there have been no charges or indictment filed within four
 - 10 (4) years of the date the information was reported to the law enforcement agency.
- 11 This policy applies to all BCS employees as a condition of initial and continued employment.

Bartlett City Board of Education		5024
Descriptor Term: ETHICS	Descriptor Code: Personnel	Issue Date: 01/09/2014
	Rescinds:	Revised: 4/23/2015

The primary function of the school system is the education of children and youth, and an effective educational program requires the services of men and women of integrity, high ideals, and human understanding. Each employee is expected to represent the school, the District, and the community in a positive manner. To maintain and promote these qualities, employees are expected to maintain high standards in all aspects of their school relationships.¹ These include, but are not limited to, interactions with students, colleagues, and others as a representative of the education profession.

All BCS personnel serve as representatives of the Bartlett City Board of Education and are subject to the BCS professional ethics standards described in this Policy. All teachers are subject to the Teacher Code of Ethics defined in state law and incorporated into this Policy. Failure to meet these standards of behavior will result in disciplinary action up to and including dismissal.

BCS Ethics

All BCS employees are responsible for adhering to the following standards of ethical behavior:

1. Maintaining just and courteous professional relationships with students, parents, colleagues, and others;
2. Growing their own efficiency and professional knowledge in their fields of work;
3. Transacting all official business with the properly designated authorities of the District;
4. Establishing friendly and intelligent cooperation between the community and the District;
5. Representing the District's goals and contributions to the community;
6. Placing the welfare of children as the primary concern when making all decisions, including the assignment of personnel. Placing pressure on school officials for appointments or transfers is unethical;
7. Refraining from using school contacts and/or privileges to promote personal enhancement of any kind, regardless of whether such enhancement is to the detriment of the District. Such enhancement includes promotion of partisan politics, sectarian religious views, or self-serving propaganda of any kind;
- ~~8.~~ 9. Abiding by established procedures to air complaints and grievances, starting with the school administrator who holds administrative responsibility for addressing the concern;
- ~~8-9.~~ Making any criticism of other staff members or of the school system directly to the particular school administrator who has the administrative responsibility for improving the situation and then to the Superintendent, if necessary;
10. Properly using and protecting all school property, equipment, and materials;
11. Abiding by all applicable federal and state laws;
12. Making reasonable effort to protect the student from conditions harmful to learning or to health and safety;
13. Making reasonable effort to protect the emotional well-being of the student;
14. Not intentionally exposing the student to embarrassment or disparagement;
15. Not using the employee's professional relationship with a student for private advantage;

¹ T.C.A. §49-5-501; T.C.A. §49-5-1003; T.C.A. §49-5-1004

- 1 16. Not disclosing information about a student obtained in the course of the employee's service,
2 unless disclosure of the information is permitted, serves a compelling professional purpose,
3 or is required by law;
4 17. Not knowingly making false or malicious statements about students or colleagues;
5 18. Ensuring interactions with students take place in transparent and appropriate settings;
6 19. Not engaging in any sexually related behavior with a student, with or without the student's
7 consent, and such prohibition applies to all sexually related behavior regardless of whether
8 the sexually behavior was communicated to or with the student verbally or nonverbally, or
9 in a written, visual, auditory, physical, virtual, digital, or electronic format. Sexually related
10 behavior includes, but is not limited to, behaviors such as making sexual jokes or sexual
11 remarks, engaging in sexual kidding, sexual teasing or innuendo, pressuring the student for
12 dates or sexual favors, engaging in inappropriate physical touching, groping or grabbing,
13 kissing, threatening physical harm and committing a sexual offense, or violent sexual
14 offense, as those terms are defined in T.C.A. 40-39-202;
15 20. Not furnish alcohol or illegal or unauthorized drugs to a student;
16 21. Striving to prevent the use of alcohol or illegal or unauthorized drugs by a student when the
17 student is under the employee's supervision on BCS premises, during school activities, or
18 in any private setting;
19 22. Refraining from the use of alcohol while on BCS premises or during a school activity during
20 which students are present;
21 23. Maintaining a professional approach with students at all times;
22 24. Not disclosing information about colleagues obtained in the course of professional service
23 unless disclosure serves a compelling professional purpose or is required by law;
24 9-25. Not accepting any gratuity, gift, or favor that might impair or appear to influence
25 professional decisions or actions; and
26 10-26. Following all Board policies and District procedures.
27

28 All BCS employees shall avoid any conflict of interest or appearance of impropriety between their
29 personal interests, financial or otherwise, and the interests of the District. Concerns about conflict
30 of interest arise when employees may have the opportunity to (a) use institutional privileges for
31 personal gain or (b) influence business decisions of the District in ways that could lead to personal
32 gain or give improper advantage to the employee's family or associate(s). In cases of uncertainty,
33 an employee and/or supervisor should request a ruling from the Superintendent.

34 **Teacher Code of Ethics**

35 The Board expects BCS teachers to complete annual ethics training and to, at all times, adhere
36 to the Teacher Code of Ethics defined in state law. This Code acknowledges an educator's
37 obligations both to students and to the education profession at large.

38 An educator shall engage students in the following manner:

- 39 1. Abide by all applicable federal and state laws;
- 40 2. Not unreasonably restrain the student from independent action in the pursuit of learning;
- 41 3. Provide the student with professional education services in a nondiscriminatory manner
42 and in consonance with accepted best practices known to the educator;
- 43 4. Respect the constitutional rights of the student;
- 44 5. Not unreasonably deny the student access to varying points of view;
- 45 6. Not deliberately suppress or distort subject matter relevant to the students' progress;
- 46 7. Make reasonable effort to protect the student from conditions harmful to learning or to
47 health and safety;

- 1 8. Make reasonable effort to protect the emotional well-being of the student;
2 9. Not intentionally expose the student to embarrassment or disparagement;
3 10. Not on the basis of race; color; creed; disability; sex; national origin; marital status;
4 political or religious beliefs; family, social, or cultural background; or sexual orientation,
5 unfairly exclude the student from participation in any program, deny benefits to the
6 student, or grant any advantage to the student;
7 11. Not use the educator's professional relationship with the student for private advantage;
8 12. Not disclose information about the student obtained in the course of the educator's
9 professional service, unless disclosure is permitted, serves a compelling professional
10 purpose, or is required by law;
11 13. Not knowingly make false or malicious statements about students or colleagues;
12 14. Ensure interactions with the student take place in transparent and appropriate settings;
13 15. Not engage in any sexually related behavior with ~~at~~ the student enrolled in the school or
14 LEA in which²:
15 a. The educator provides instruction to students, serves as an administrator, or
16 performs any other official duties as an educator, regardless of whether the
17 educator is employed or serves as a volunteer in a teaching or non-teaching role;
18 or
19 b. The educator has, within the immediately preceding twelve (12) months, provided
20 instruction to students, served as an administrator, or performed any other official
21 duties as an educator, regardless of whether the educator was employed or
22 served as a volunteer in a teaching or non-teaching role; or
23 c. A student who, within the immediately preceding twelve (12) months, graduated
24 or withdrew from, ceased enrollment in, or completed the highest grade level
25 offered by the LEA or school in which the student was formerly enrolled, if, during
26 the period for which the student was enrolled in the LEA or school, the educator
27 provided instruction to students, served as an administrator, or performed any
28 other official duties as an educator, regardless of whether the educator was
29 employed or served as a volunteer in a teaching or non-teaching role.
30 i. Educators are prohibited from engaging in sexually related behavior
31 with a student, with or without the student's consent, and applies to
32 all sexually related behavior regardless of whether the sexually
33 related behavior was communicated to or with the student verbally
34 or nonverbally, or in a ~~whether verbal, written,~~ visual, auditory,
35 physical, virtual, digital, or electronic format.
36 15-ii. ~~or electronic, with or without the student's consent.~~ Sexually related
37 behavior includes, but is not limited to, behaviors such as making
38 sexual jokes or sexual remarks; engaging in sexual kidding, sexual
39 teasing, or sexual innuendo; pressuring the student for dates or
40 sexual favors; engaging in inappropriate physical touching, groping,
41 or grabbing; kissing; rape; threatening physical harm; and
42 committing sexual assault;
43 16. Not furnish alcohol or illegal or unauthorized drugs to the student;

² T.C.A. 49-5-1008

17. Strive to prevent the use of alcohol or illegal or unauthorized drugs by the student when the student is under the educator's supervision on District property, during school activities, or in any private setting;
18. Refrain from the use of alcohol while on District premises or during a school activity at which students are present; and
19. Maintain a professional approach with the student at all times.

In fulfillment of an educator's obligation to his or her profession, the educator shall administer state-mandated assessments fairly and ethically and shall conduct themselves in a manner that preserves the dignity and integrity of the profession. The educator shall not:

1. Deliberately make a false statement or fail to disclose a material fact related to competency and qualifications in an application for a professional position;
2. Misrepresent the educator's professional qualifications;
3. Assist entry into the teaching profession of a person known to be unqualified in respect to character, education, or other relevant attribute;
4. Knowingly make a false statement concerning the qualifications of a candidate for a professional position;
- ~~5.~~ 5-6. Assist a non-educator in the unauthorized practice of teaching;
Disclose information about colleagues obtained in the course of professional service unless the disclosure serves a compelling professional purpose or is required by law;
- ~~6-7.~~ 7-8. Knowingly make false or malicious statements about a colleague;
- ~~7-8.~~ 8-9. Accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions; and
- ~~8-9.~~ 9. Use illegal or unauthorized drugs.

Breaching the Teacher Code of Ethics

An educator who has personal knowledge of a breach by another educator of the Teacher Code of Ethics shall report the breach to the educator's immediate supervisor, Superintendent, or the Board within thirty (30) days of discovering the breach.

Failure to report a breach of the Teacher Code of Ethics, or to file a report of any criminal activity or other misconduct that is required by federal or state law, is a breach of the Teacher Code of Ethics.

The BCS Human Resources Department shall ensure that the District conducts annual professional development training concerning the Teacher Code of Ethics and its requirements. The training shall address what constitutes unethical conduct.

POLICY 6014: Home Schools

A "home school" is a school conducted or directed by a parent or parents or legal guardian or guardians for their own children. Home schools which teach K-12 where the parents are associated with an organization that conducts church-related schools (as defined by *Tennessee Code Annotated* §49-50-801) are exempt from the following provisions, but must follow procedures issued by the State Department of Education.

A parent wishing to conduct a home school shall meet the following requirements:¹

1. Provide annual notice to the Superintendent or his/her designee before the commencement of each school year of the intent to conduct a home school;
2. Submit to the Superintendent or his/her designee the name, number, age, grade level of children involved, location of the school, curriculum to be offered, proposed hours of instruction, qualifications of the parent/teacher;
3. Maintain attendance records, subject to inspection by the Superintendent;
4. Submit attendance records to the Superintendent at the end of each school year;
5. Provide instruction for at least four (4) hours per day for the same number of instructional days as are required by state law for public schools;
6. Possess a high school diploma, ~~GED, or HiSET~~ or a high school equivalency credential approved by the State Board of Education²;
7. ~~Cooperate in~~ Ensure the administration to home school students of appropriate tests approved by the Commissioner of Education, ~~his/her designee, or tests~~ by a professional testing service approved by BCS, or standardized tests selected by the parent-teacher that provide nationally normed analytics in the subjects of English and mathematics, in grades five (5), seven (7), and nine (9)³ ~~at the same time tests are administered to public school students, or in the case of a professional testing service at the expense of the parent teacher, within thirty (30) days of the date of the statewide test;~~
8. ~~Take actions according to state law if home school student falls behind appropriate grade level;~~
9. ~~Submit proof to the Superintendent that the home school student has been vaccinated as required by law;~~
10. ~~8.~~ Submit proof to the Superintendent that other health services and examinations as required by law have been received by the home school student; and
11. ~~9.~~ In the event of illness or inadequacy of the home school parent-teacher to teach

¹ T.C.A. §49-6-3050

² T.C.A. 49-6-3050(b)

³ T.C.A. 49-6-3050(b)(5)

a specific subject, employ a tutor having the same qualifications ~~as as~~ required of parent/teacher.

If one or more of these requirements are not met, the Board authorizes the Superintendent to take formal action to bring the child into compliance with the compulsory attendance law (until the child has reached age seventeen (17), either in the home school or in a public, private, or church-related school).

The Superintendent, through his/her designee, shall have the attendance records of the home school inspected at least two (2) times each school year in order to provide assistance in implementing the Compulsory Attendance Law.

If a home school student falls more than one (1) year behind in the student's appropriate grade level in his/her comprehensive test score for two (2) consecutive tests based upon the tests required by State law, and if a certified teacher who would have taught the child at his/her grade level determines through appropriate means that the student is not learning disabled, then the Superintendent shall require the parents to enroll the child in a public, private, or church-related school.

POLICY 6027: Interrogations and Searches

INTERROGATIONS BY SCHOOL PERSONNEL

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

If a student is suspected or accused of misconduct or infraction of the Student Code of Conduct, the school or district administrator may interrogate the student without the presence of parent(s)/guardian(s).

INTERROGATIONS BY POLICE (AT ADMINISTRATOR'S REQUEST)

If a school or district administrator has requested assistance by law enforcement to investigate a crime, the police may interrogate a student suspect in school during school hours. The school or district administrator shall first attempt to notify the parent(s)/guardian(s) of the student unless circumstances require otherwise. However, the interrogation may proceed without attendance of the parent(s)/guardian(s), but the school or district administrator shall be present during the interrogation. The use of police women or female staff members is desirable in the interrogation of female students.

POLICE-INITIATED INTERROGATIONS

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

SEARCHES BY SCHOOL PERSONNEL

In order to ensure a safe and secure learning environment, the Superintendent shall develop procedures regarding the searching of students, lockers, vehicles, and containers which are consistent with state law and regulations. The Superintendent shall develop additional procedures to ensure compliance with all of the provisions of the School Security Act of 1981.¹

When circumstances dictate, BCS Principals may order that vehicles parked on school property by students or visitors, containers, packages, lockers, or other enclosures used for storage by students or visitors, and other areas accessible to students or visitors be searched in the Principal's presence or in the presence of other members of the Principal's staff.²

A student may be subject to a physical search because of the results of a locker search, or

¹ T.C.A. §§49-6-4201 – 4218

² T.C.A. §49-6-4204

because of information received from a teacher, staff member, student, or other person if the Principal determines that all of the following standards of reasonableness are met:

1. A particular student has violated school policy;
2. The search will yield evidence of the violation of school policy or will lead to disclosure of a dangerous weapon, drug paraphernalia, or drug;
3. The search is in pursuit of legitimate interests of the school in maintaining order, discipline, safety, supervision, and education of students;
4. The search is not conducted for the sole purpose of discovering evidence to be used in a criminal prosecution; and
5. The search is reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student, as well as the nature of the infraction alleged to have been committed.

Searches may be conducted only by a:

1. School Resource Officer who is acting, for the purpose of the search, as a school official;
2. School Security Officer; or
3. School administrator who has completed the required training pursuant to T.C.A. §49-6-4212;³ or
- 3.4. School employee designated by the Superintendent who has completed the required orientation and training⁴.

If a student is under eighteen (18) years of age, then the Principal must notify the student's parent or legal guardian within a reasonable time of the search.

Any dangerous weapon or drug located in the course of a search shall be turned over to the appropriate law enforcement officer.

A school or district administrator may search cellphones and other electronic devices that are brought to school by student if a reasonable suspicion that a school policy and/or school district policy has been or will be violated. The search must be reasonably related to the objective of ascertaining whether a school policy and/or school district policy has been or will be violated.

To facilitate a search that is found to be necessary of students, visitors, containers, or packages, metal detectors and other devices designed to indicate the presence of dangerous weapons, drug paraphernalia, or drugs may be used in searches, including hand-held models that are passed over or around a student's or visitor's body, and students, visitors, containers, and packages may be required to pass through a stationary detector.

To facilitate a search that is found to be necessary, dogs or other animals trained to detect drugs or dangerous weapons by odor or otherwise may be used in conducting searches, but the animals shall be used only to indicate areas requiring a search and shall not be used to search the persons of students or visitors.

This Policy shall be posted on the BCS website and in Student Handbooks.

³ 2025 Public Acts, Chapter No. 244

⁴ T.C.A. 49-6-4205

POLICY 6002: Student Discrimination, Harassment, Bullying, and Cyber-bullying and Intimidation

The Bartlett City Board of Education has determined that a safe, civil, and supportive environment in school is necessary for students to learn and achieve high academic standards. In order to maintain that environment, acts of bullying, cyber-bullying, discrimination, harassment, hazing or any other victimization of students, based on any actual or perceived traits or characteristics, are prohibited.¹

This policy shall cover behaviors of students and employees while on school property, at any school-sponsored activity, engaged in any online or virtual learning activity, on school-provided equipment or transportation, or at any official school bus stop. If the act takes place off school property or outside of a school-sponsored activity, this policy is in effect if the conduct is directed specifically at a student or students and has the effect of creating a hostile educational environment or otherwise creating a substantial disruption to the education environment or learning process.

DEFINITIONS

Bullying, Intimidation, or Harassment - An act that substantially interferes with a student's educational benefits, opportunities, or performance, and ~~the act has the effect of:~~

A. If the act takes place on school grounds, at any school-sponsored activity, on school-provided equipment or transportation or at any official school bus stop, the act has the effect of:

1. Physically harming a student or damaging a student's property;
2. Knowingly placing a student or students in reasonable fear of physical harm to the student or damage to the student's property;
3. Causing emotional distress to a student or students; or
4. Creating a hostile educational environment; or-

B. If the act takes place off school property or outside of a school-sponsored activity, it is directed specifically at a student or students and has the effect of creating a hostile educational environment or otherwise creating a substantial disruption to the education environment or learning process.

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

Bullying may be further described as unwanted aggressive behavior(s) by another student who is not a sibling or current dating partner that involves an observed or perceived power imbalance and is ongoing or highly likely to be repeated.²

Cyber-bullying - A form of bullying undertaken through the use of electronic devices. Electronic devices include, but are not limited to, telephones, cellular phones or other wireless telecommunication devices, personal digital assistants, computers, electronic mail,

¹ T.C.A. §49-6-4504

² *Bullying Surveillance Among Youths: Uniform Definitions for Public Health and Recommended Data Elements, Version 1.0*. Atlanta, GA; National Center for Injury Prevention and Control, Centers for Disease Control and Prevention and U.S. Department of Education; 2014.

~~instant messaging, text messaging, text messaging, emails, social networking sites, instant messaging, videos, and websites.~~

Hazing - An intentional or reckless act by a student or group of students that is directed against any other student(s) that endangers the mental or physical health or safety of the student(s) or that induces or coerces a student to endanger his/her mental or physical health or safety. Coaches and other employees of the school district shall not encourage, permit, condone or tolerate hazing activities.³ "Hazing" does not include customary athletic events or similar contest or competitions and is limited to those actions taken and situations created in connection with initiation into or affiliation with any organization.

REPORTING COMPLAINTS

Alleged victims of the above-referenced offenses or any student who has witnessed an act of harassment, intimidation, bullying, or cyberbullying shall report these incidents immediately to a teacher, school counselor, or school building administrator.⁴ ~~Any BCS employee who witnesses an act of harassment, intimidation, bullying, or cyberbullying shall report the conduct to the Principal.~~ All other members of the school community, including students, parents, volunteers, and visitors, are encouraged to report any act that may be a violation of this policy to a school teacher, school counselor, or building administrator. All ~~such reports to teachers, school counselors, or school administrators other than the Principal~~ shall be immediately reported to the Principal.

Any BCS employee who witnesses an act of harassment, intimidation, bullying, or cyberbullying shall report the conduct to the Principal.

Reports of harassment, intimidation, bullying, or cyberbullying may be made anonymously to any teacher, school counselor, school administrator, or member of Student Services. All such reports shall be immediately communicated to the Principal. Formal disciplinary action may not be taken against a student based solely upon an anonymous report.

INVESTIGATING COMPLAINTS⁵

The Principal or Assistant Principal at each school shall be responsible for investigating and resolving complaints of harassment, intimidation, bullying, or cyberbullying including but not limited to, reports that a student or school employee has transmitted by an electronic device any comments containing a credible threat to cause bodily injury or death to a student or school employee.

The Principal or Assistant Principal shall commence the investigation within forty-eight (48) hours of receipt of the report, unless the need for more time is appropriately documented. The Principal or Assistant Principal shall initiate an ~~All investigations shall be completed and~~ appropriate intervention ~~taken~~ within twenty (20) calendar days from the receipt of the initial report, unless the need for more time is appropriately documented. Within forty-eight (48) hours of the findings being complete, the Principal or Assistant Principal shall inform the parent/guardian of the student(s) involved in any act of harassment, intimidation, bullying, or cyberbullying of the investigation findings and whether corrective action was taken.

³ T.C.A. §49-2-120

⁴ T.C.A. §49-6-4505(b)

⁵ T.C.A. 49-6-4503

Upon the determination of a violation of this Policy, the Principal or Assistant Principal shall immediately inform the parent/guardian of the student's involvement in an act of harassment, intimidation, bullying, or cyberbullying. The Principal or Assistant Principal shall inform the parent/guardian of the availability of counseling and support services by school counselors if necessary.

Following any investigation, the Principal or Assistant Principal shall report the findings of the investigation along with disciplinary action taken to the Superintendent and Board Chairman.

RETALIATION AND FALSE ACCUSATIONS

Retaliation against any person who reports or assists in any investigation of an act alleged in this policy is prohibited. An employee found to have engaged in retaliation shall be subject to disciplinary action up to and including termination. A student found to have engaged in retaliation shall be disciplined in accordance with Bartlett City Schools discipline policies and procedures.

Falsely accusing another person of having committed an act prohibited under this Policy as a means of harassment, intimidation, bullying, or cyberbullying is prohibited and is itself a violation of this Policy. The consequences and appropriate remedial action for a person found to have knowingly falsely accused another may range from positive behavioral interventions up to and including suspension and expulsion. The consequences for an employee found to have knowingly falsely accused another include employee discipline up to and including termination.

CONSEQUENCES

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

A substantiated charge against an employee shall result in disciplinary action up to and including termination. A substantiated charge against a student may result in corrective or disciplinary action ~~up to and including suspension~~ consistent with Bartlett City Schools discipline policies and procedures.

An employee disciplined for violation of this Policy may appeal the decision by contacting the Federal Rights Coordinator or the Superintendent. Any student disciplined for violation of this policy may appeal the decision in accordance with Bartlett City Schools disciplinary policies and procedures.

NOTIFICATION AND TRAINING

This policy shall be disseminated annually to all school staff, students, and parents via employee and student handbooks and the BCS website. The Federal Rights Coordinator shall be responsible for ensuring that all school staff, students, parents are notified of this Policy. Further, the Federal Rights Coordinator shall be responsible for ensuring the education of students and parents and the training of school staff as to the definition, prevention, intervention, and recognition of harassment, intimidation, bullying, and cyber-bullying.

At the beginning of each school year, the Federal Rights Coordinator shall make available to students and parents information relative to bullying prevention programs which promote

awareness of the harmful effects of bullying and to permit discussion with respect to prevention policies and strategies.⁶ Additionally, the Federal Rights Coordinator shall provide teachers and counselors a copy of this Policy along with information on its implementation, bullying prevention, and strategies to address bullying and harassment when it happens.

⁶ T.C.A. 49-6-4503

Policy 6066: Private Pay Provider

This Policy applies to “Private Pay Providers” of BCS students who have been diagnosed by a physician, psychologist, or psychiatrist with autism spectrum disorder or developmental delay.

Such “Private Pay Providers” may access the above referenced BCS students subject to the definitions and procedures described herein.¹

DEFINITIONS

“Applied Behavior Analysis” means the design, implementation, and evaluation of environmental modifications by a behavior analyst to produce socially significant improvements in human behavior. This includes the empirical identification of functional relations between behavior and environmental factors, known as functional assessment and analysis.

“Licensed Behavior Analyst” (“LBA”) means an individual who is certified as a Board Certified Behavior Analyst (BCBA) or a Board Certified Behavior Analyst-Doctoral (BCBA-D) and is licensed in this state to practice applied behavior analysis as an independent practitioner.

“Licensed Assistant Behavior Analyst” (“LABA”) means an individual who is certified as a Board Certified Assistant Behavior Analyst (BCABA) and is licensed in this state to practice applied behavior analysis under the extended authority and supervision of a licensed Behavior Analyst.

“Private Pay Provider” means a licensed Behavior Analyst, Registered Behavior Technician, or Licensed Assistant Behavior Analyst who provides Applied Behavior Analysis to a student, is not employed or contracted directly by the LEA in which the student receiving Applied Behavior Analysis is enrolled, and is compensated privately by the student’s family or by an external entity.

“Private Pay Services” means Applied Behavior Analysis provided by a Private Pay Provider on the grounds of the LEA in which the student receiving the Applied Behavior Analysis is enrolled.

“Registered Behavior Technician” (“RBT”) means a paraprofessional who is certified by the Behavior Analyst Certification Board to implement Applied Behavior Analysis Services under the supervision and direction of a Board-Certified Behavior Analyst who retains responsibility for clinical oversight and outcomes.

ACCESS AND CONDITIONS

No “LABA” or “RBT” may provide Private Pay Services in any BCS school unless under the supervision of a parent or external entity contracted private pay “LBA”.

¹ T.C.A. 49-10-1502

The Superintendent shall develop a Memorandum of Understanding (“MOU”) and onboarding procedures governing the access of any Private Pay Provider to Bartlett City Schools facilities and facilitating Private Pay Providers’ understanding of the professional and operational expectations for access to Bartlett City Schools.

Bartlett City Schools shall allow a Private Pay Provider access to a BCS student during the school day to deliver behavioral or developmental services, provided that:

1. The student has been diagnosed with autism spectrum disorder or developmental delays and has either an IEP or a 504 plan.
2. The student’s parent or legal guardian must complete and sign a written consent form provided by BCS acknowledging private selection and compensation, waiving liability on BCS arising solely from the acts/omissions of the Private Pay Provider and agreeing to the operational boundaries described in this Policy.
3. The Private Pay Services do not contradict the student’s documented educational and developmental needs.
4. The District shall not charge a fee or impose arbitrary barriers that hinder access of any Private Pay Provider, provided the Provider remains in full compliance with the instructional and behavioral boundaries outlined in this Policy.

Before a Private Pay Provider may provide services to the student during the school day, a parent or guardian shall:

1. Provide BCS with a written diagnosis by a physician, psychologist, or psychiatrist of autism spectrum disorder or developmental delay;
2. Provide written consent to BCS acknowledging that the Private Pay Services have been selected by the parent or legal guardian for their student and are not being provided by BCS. The written consent provided must also include a waiver signed by the parent or legal guardian waiving any liability on BCS arising solely from the acts or omissions from the Private Pay Provider.

Before a Private Pay Provider may provide services to the student during the school day, the Private Pay Provider shall:

1. Coordinate with the student’s IEP team and school staff to ensure that Private Pay Services are integrated effectively into the student’s school day without disrupting the educational environment;
2. Execute a Memorandum of Understanding with the District that outlines the terms and expectations of the Private Pay Provider’s presence and participation in the school environment;
3. Provide a copy of the contract between the Private Pay Provider and parents or external entity;
4. Provide proof of licensure or certification;
5. Provide proof of professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate covering acts or omissions which may give rise to liability. BCS shall be listed as an additional insured policy on such policy;

6. Provide written consent to comply with the background investigation requirements set forth in T.C.A. 49-5-413;
7. Provide written consent to adhere to the same student confidentiality laws, rules, regulations, and policies that BCS employees must follow;
8. Provide written consent to adhere to all District policies including, but not limited to, policies regarding student privacy, safety, restraint protocols, dress codes, and professional conduct;
9. Provide written consent to maintain a non-intrusive presence in the classroom that does not cause any disruption to the classroom environment, delivery of instruction, or any student's access to the curriculum; and
10. Provide written consent that failure to adhere to all District policies and procedures shall result in discontinuation of the Private Pay Provider's services in a BCS facility.

PROFESSIONAL EXPECTATIONS

Private Pay Providers permitted onto BCS property are guests who must strictly adhere to District policy and professional expectations. Private Pay Providers shall restrict their interactions to only the BCS student whose parents or external entity have contracted for service or BCS staff other and Administrators assigned to the student's IEP team.

All Private Pay Providers shall pass criminal history background checks in compliance with T.C.A. 49-5-413 prior to entering school grounds.

Private Pay Providers shall strive to maintain a non-intrusive presence in the classroom. The provision of Private Pay Services shall not disrupt the overall classroom environment, the delivery of instruction, or any student's access to their curriculum.

OPERATIONAL STANDARDS

Private Pay Services shall not interfere with, alter, or undermine the student's documented IEP goals or general education instructional objectives. If a Private Pay Provider's methods or interventions weaken the BCS curriculum, the BCS educational plan takes precedence.

To prevent the fragmentation of the student's academic day and ensure the student's continued access to the general education program or core curriculum, the school administration retains final authority over the timing and duration of the provider's sessions.

Private Pay Services must strictly supplement, not supplant, any services or requirements mandated by the student's IEP. These services shall not be used by BCS to meet its independent legal obligation to provide a Free Appropriate Public Education ("FAPE").

VIOLATIONS AND TERMINATION FOR BREACH

Violations in this Policy shall result in the parent or external entity Private Pay Provider being required to leave BCS premises and not return. The District reserves the right to suspend or permanently terminate a Private Pay Provider's access in response to a breach of this Policy or a violation of law. Decisions regarding immediate suspension of a Provider are made by the school

Principal or his/her designee pending investigation into whether a breach may have occurred. Grounds for immediate exclusion from the premises due to breach include, but are not limited to:

1. Violation of the Parties' MOU;
2. Classroom disruption;
3. IEP contradiction;
4. Safety and conduct violations; and
5. Privacy violations.

Upon determining that a breach has occurred, the Principal will issue written communication noticing termination of the Private Pay Provider's access to the BCS facility and outlining the reason for the termination. Such notice shall be issued to the Provider and the student's parent/guardian.

APPEALS

If a parent/guardian or the Private Pay Provider disagrees with a decision to deny, suspend, or terminate access during the school day, they may appeal the decision to the Superintendent within ten (10) business days of receiving the written termination notice from the Principal. The appeal should include specific facts or documents refuting the alleged breach.

The Superintendent or his/her designee shall review the appeal, the Principal's original determination, and any relevant supporting documentation. The Superintendent, or his/her designee, shall issue a written final decision within fifteen (15) business days of receiving the appeal. The decision of the Superintendent or his/her designee shall be final and binding regarding physical access to any BCS facility.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this _____ day of 2026 by and between Bartlett City Schools (“District”) and **[Insert Therapy Agency Name]** (“Private Pay Provider”). As used herein, the term “Private Pay Provider” includes Private Pay Provider’s owners, shareholders, officers, agents, and licensed or registered employees. This MOU shall establish the terms, conditions, and operational parameters under which the Private Pay Provider may be granted physical access to District schools during the school day to provide privately funded behavioral or developmental services to eligible students, in compliance with Tennessee Public Chapter 1112 of the 114th Legislative Session and Board Policy.

WHEREAS, the state law provides that, before a Private Pay Provider provides services to a student, the Private Pay Provider shall execute a memorandum of understanding with the school district to outline the terms of expectations of the Private Pay Provider’s presence and participation in the school environment;

WHEREAS, the Private Pay Provider wishes to provide services contemplated in Public Chapter 1112 of the 114th Legislative Session to a BCS student whose parent or external entity has contracted with such Private Pay Provider;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1. **Term.** The term of this MOU shall be effective from _____, 2026 through May 30, 2027.
2. **Scope of Services and Duties of Private Pay Provider**
 - A. Prior to the provision of any services on a BCS facility, the Private Pay Provider shall:
 - a. **Parental Authorization Required:** Confirm the District’s receipt of a fully executed Parental Consent and Liability Release Form submitted by the student’s parent or legal guardian.
 - b. **Identification of Personnel:** Provide BCS with the names, contact information, and copies of current licensure or certification information for the assigned Private Pay Provider employee. Such employees shall be limited to Licensed Behavior Analyst (“LBA”), Licensed Assistant Behavior Analyst (“LABA”), and Registered Behavior Technicians (“RBT”).
 - c. **Background Check Verification:** Ensure and provide BCS proof that identified personnel have cleared a state and national fingerprint-based criminal history check, as well as state sex offender and vulnerable person registries inquiry, in strict compliance with T.C.A. § 49-5-413.
 - d. **Professional Supervision of Personnel:** Provide supervisory information and procedures for any identified LABA or RBT contracted to provide services to the BCS student.
 - e. **Contractual Authority:** Provide BCS with a copy of the contract between the Private Pay Provider and the parent or external entity to provide services to the BCS student.
 - f. **Private Pay Provider Training:** Ensure that Private Pay Provider employees have received the requisite training regarding state and federal privacy and confidentiality

laws, BCS Policies, security protocols, and professional codes of conduct for providing behavioral or developmental services on a BCS facility. Additionally, the assigned Private Pay Provider employee shall be in receipt of and trained in their client's educational program including, but not limited to, their client's IEP, BIP, and/or Section 504 Plan.

- g. Insurance:** Provide BCS with a copy of proof of professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate covering acts or omissions which may give rise to liability pertaining to the provision of services contemplated herein. BCS shall be provided with a certificate of insurance evidencing that BCS is listed as an additional ensured party on this policy, and any such policy may not limit or exclude coverage for claims arising out of or related to sexual abuse or misconduct.

- B.** Private Pay Provider acknowledges and agrees that no fees, billing, or financial obligations shall be sought from or levied against the District for services rendered hereunder.

- 3. Terms of Service.** Private Pay Provider acknowledges and agrees that BCS's primary statutory obligation is to maintain a safe, orderly learning environment and to deliver access to the general education curriculum. In furtherance of this obligation, Private Pay Provider agrees to adhere to the following terms of service in the provision of its services to an eligible BCS student.

- A. Instructional Integrity.** Private Pay Provider shall not interfere with or disrupt the classroom environment, the delivery of instruction, or any student's access to his or her curriculum.
- B. Educational Placement.** Private Pay Provider's services shall not conflict with any student's educational placement.
- C. Non-Intrusive Presence.** Private Pay Provider agrees to maintain a non-intrusive presence in the classroom. Private Pay Provider shall not modify classroom spaces, direct or correct BCS staff, or introduce materials or equipment that cause distractions to other BCS students.
- D. Educational Goal Supremacy:** Private Pay Provider services must comply with the terms of the eligible student's IEP, BIP, or Section 504 plan and must strictly supplement but not contradict, alter, override, or undermine the eligible student's educational goals. If a BCS staff member determines that Private Pay Provider services conflict with the eligible student's BCS curriculum or instructional strategies, the BCS plan takes absolute precedence. Such determination shall be the sole discretion of BCS.
- E. Scheduling:** To prevent academic fragmentation of student schedules, the BCS administrator or his/her designee retains final authority over the timing, frequency, and duration of the Private Pay Provider's sessions with all eligible BCS students.
- F. Professional Interactions:** Private Pay Provider staff shall restrict their interactions to their client and to BCS staff and administrators assigned to their client's IEP or 504 team or otherwise responsible for the provision of education services to their client while on a BCS facility. Private Pay Provider staff shall not direct, correct, or criticize BCS personnel. If Private Pay Provider encounters opportunities for feedback or criticism regarding BCS personnel's interactions with Private Pay Provider's client, such feedback shall be directed to the Principal or other building administrator when Private Pay Provider's client is not

present. Private Pay Provider staff shall adhere to professional expectations required of BCS staff members including, but not limited to, BCBE Policy 5024: Ethics, and shall abide by any dress code or code of professional conduct established by the school to which their client is assigned. Private Pay Provider staff shall also adhere to codes of conduct applicable to visitors in the building. They shall not interact with, evaluate, record, or otherwise engage BCS students to whom they are not contracted and assigned.

G. Identification and Safety: Private Pay Provider staff must strictly adhere to all school security protocols, including check in/out procedures and visibly wearing a BCS-issued identification badge while on any BCS facility.

H. Confidentiality: Private Pay Provider staff shall maintain strict compliance with all confidentiality laws including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"). Private Pay Provider staff shall not photograph, film, record, or FaceTime/livestream while on BCS property. Private Pay Provider staff may have access to student identifiable information only to the extent permitted by the parent's written release and shall not access or attempt to access records of any other BCS student. Further, Private Pay Provider staff shall not use any information obtained during the provision of services to solicit prospective clients with whom Private Pay Provider does not currently maintain a contract.

4. Independent Status. Private Pay Provider acknowledges and agrees that the Parties retain independent status, and Private Pay Provider agrees not to represent that it has any authority to represent or bind BCS in any way. The Parties agree that nothing contained herein shall be construed to create a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties. Likewise, Private Pay Provider acknowledges and agrees that BCS is not financially responsible to Private Pay Provider and nothing herein shall be construed to interpret this Memorandum of Understanding as a contract with Private Pay Provider. Private Pay Provider understands and agrees that BCS is not responsible for purchasing special equipment or purchasing special facilities for the provision of Private Pay Provider services.

5. Non-Admission. Nothing contained herein is an admission on the part of BCS that the Private Pay Provider services are necessary for any eligible BCS student to receive FAPE, nor is this MOU an admission on the part of BCS that the provisions of services hereunder are necessary for any BCS student to access their education under the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, or the Individuals with Disabilities in Education Act.

6. Termination. The District reserves the right to immediately suspend or permanently terminate this MOU or revoke access privileges of any Private Pay Provider staff member, for cause and without prior written notice, if a material breach occurs. A material breach includes, but is not limited to:

A. Disruption: Disruption includes, but is not limited to, disruption to the classroom environment, peer instruction, school operations, or educational placement of any BCS student.

B. Violation of Law or Policy: Should Private Pay Provider staff violate any federal or state law, policy, or regulation related to this MOU or any BCS Policy or Code of Conduct, this

Agreement shall be terminated with the exception of Private Pay Provider's obligation to maintain confidentiality of student information.

- C. **Loss of Credential:** Failure to maintain background checks or appropriate licensure and certification shall result in the termination of this agreement.
 - D. **Breach of Privacy or Confidentiality Provisions:** Unauthorized interaction with other students including, but not limited to, the use of any audio/visual device that captures, in whole or in part, the sound or image of any BCS student who is not the Private Pay Provider's client shall result in the termination of this agreement.
7. **Dispute Resolution.** Any concerns regarding the provision of Private Pay Provider services shall first be addressed between the Principal and the Private Pay Provider's staff supervisor. Should a building-level decision result in a denial, suspension, or permanent termination of access to a BCS facility, the Private Pay Provider or eligible BCS student's parent may file a written appeal to the Superintendent within ten (10) business days of receiving the written denial, suspension, or termination notice. The Superintendent's decision regarding access to BCS property shall be final, binding, and non-appealable.
8. **Indemnification.** The Private Pay Provider agrees to indemnify, protect, defend, and hold harmless Bartlett City Schools, its board members, officers, employees, and agents from and against any and all claims, damages, liabilities, or demands arising out of or related to the negligent acts, inactions, omissions, or willful misconduct of the Private Pay Provider or its employees while on BCS property or otherwise while in performance of the services hereunder. Private Pay Provider also agrees to hold harmless Bartlett City Schools, its board members, officers, employees, and agents from any and all liabilities and causes of action brought against BCS, its board members, officers, employees, and agents for any illnesses or injuries suffered by Private Pay Provider or its staff during the course of Private Pay Provider's provision of services hereunder.
9. **Governing Law.** This MOU shall be exclusively governed and enforced by the laws of the State of Tennessee. Any action regarding this MOU shall be brought in a court of competent jurisdiction in Shelby County, Tennessee.
10. **Entire Agreement.** This MOU contains the entire agreement between the parties as to the subject matter herein, and no waiver, statements, promises, or inducements made by any party that is not contained in this written Agreement shall be valid or binding. No alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by both parties.
11. **Notice.** All notices required under this MOU shall not be effective unless in writing and sent by certified mail to the following:

- a) Notices to Bartlett City Schools shall be sent to:
Attn: Superintendent's Office
Bartlett City Schools
5705 Stage Rd.
Bartlett, TN 38134

b) Notices to Private Pay Provider shall be sent to:

12. Assignment. The rights and obligations of this MOU are not assignable.

13. Severability. If any provision of this MOU is held or declared to be invalid, unlawful, or unenforceable under present or future laws, such provision shall be fully severable, and this MOU shall be construed and enforced as if such invalid, unlawful, or unenforceable provision had not been a part hereof. The remaining provisions of this MOU shall remain in full force and effect and shall not be affected by such invalid, unlawful, or unenforceable provision or by its severance therefrom.

14. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this MOU shall not affect its validity or enforceability. Failure on the part of either Party to complain of any act or failure to act of the other Party to this MOU, or to declare such Party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

15. Headings. The headings in this MOU are for convenience and reference and are not intended to define or limit the scope of any provision of this MOU.

16. Counterparts. This MOU may be signed in multiple counterparts, each of which shall be an original, and shall be binding on the parties hereto and their servants and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the first day above written.

Bartlett City Schools

Private Pay Provider

By: _____

By: _____

Title: Superintendent

Title: Authorized Representative

Date: _____

Date: _____