

**Board Work Session
August 17, 2021 4:00 PM
Collierville High School Community Room
11605 East Shelby Drive
Collierville, TN 38017**

I. Call to Order	Wright Cox, Chairman
II. Roll Call	Wright Cox, Chairman
III. Staff Items	
A.	Dr. Gary Lilly, Director of Schools
• AP Exam Fee (per course) \$95.00 to \$96.00	
B.	Dr. Gary Lilly, Director of Schools
• Resolution 2022-01, Shelby County Hazard Mitigation Plan	
C.	Dr. Gary Lilly, Director of Schools
• Resolution 2022-02, Amendment #1 for the 2021-2022 General Fund Budget	
D.	Dr. Gary Lilly, Director of Schools
• Policy #1.8011, Emergency Closings	
E.	Dr. Gary Lilly, Director of Schools
• Policy #3.205, Security	
F.	Dr. Gary Lilly, Director of Schools
• Policy #3.211, New Project Planning	
G.	Dr. Gary Lilly, Director of Schools
• Policy #4.101, Instructional Standards	
H.	Dr. Gary Lilly, Director of Schools
• Policy #4.204, Summer Instructional Programs	
I.	Dr. Gary Lilly, Director of Schools
• Policy #4.205, Enrollment in Advanced Courses	
J.	Dr. Gary Lilly, Director of Schools
• Policy #4.212, Virtual Education Program	
K.	Dr. Gary Lilly, Director of Schools
• Policy #4.301, Interscholastic Athletics	
L.	Dr. Gary Lilly, Director of Schools
• Policy #4.605, Graduation Requirements	
M.	Dr. Gary Lilly, Director of Schools
• Policy #4.700, Testing Programs	
N.	Dr. Gary Lilly, Director of Schools
• Policy #5.106, Application and Employment	
O.	Dr. Gary Lilly, Director of Schools
• Policy #5.117, Procedure for Granting Tenure	
P.	Dr. Gary Lilly, Director of Schools



- Policy #5.200, Separation Practices for Tenured Teachers

Q.

Dr. Gary Lilly, Director of Schools

- Policy #5.201, Separation Practices for Non-Tenured Teachers

R.

Dr. Gary Lilly, Director of Schools

- Policy #5.3051, Temporary COVID-19 Leave

S.

Dr. Gary Lilly, Director of Schools

- Policy #5.802, Qualifications and Duties of the Director of Schools

T.

Dr. Gary Lilly, Director of Schools

- Policy #6.200, Attendance

U.

Dr. Gary Lilly, Director of Schools

- Policy #6.3041, Title IX & Sexual Harassment

V.

Dr. Gary Lilly, Director of Schools

- Policy #6.313 Code of Conduct

IV. Adjournment

**COLLIERVILLE SCHOOLS
HIGH SCHOOL FEES
2021-2022**

Fees may only be charged for the items listed and may not exceed the approved amount.

Basic Fees: These fees are **required** from all students who participate.

Activity	Amount	Provides
AP Exam Fee (per course)	\$ 95.00	Fee increased by \$1.00
Device Fee	\$ 50.00 + \$ 25.00 for each additional sibling. Maximum \$100 per family.	Provides an annual, non-refundable Device Fee to help off-set the cost of hardware, software, certain repairs, networks, infrastructure, security, filtering, tech support, certain digital resources and more. Please note: The device fee covers the device only. Damages to cases, charging cords, brick or loss of these items will be the responsibility of the parent/student to replace.
Graduation Ceremony	\$ 125.00	Cap, gown, diploma, rental, security, etc.
Parking	\$ 25.00	Annual Parking Pass
PSAT Exam Fee	\$ 20.00	
Transcript Request	\$ 3.00	

Course Fees: These fees are **requested** from students enrolled in these specific courses.

Activity	Amount	Provides
Dual Enrollment Fees	Varies	Fee charged per dual enrollment class pending U of M guidelines (per semester)
Physical Education	\$ 30.00	PE uniform (options available)
Related Arts		
Art	\$ 75.00	Art Supplies (Pens, Paper, Watercolors, etc.) annual
Graphic Media	\$ 25.00	Paper, etc. (annual)
Varsity Band Fee (Concert, Jazz, Marching)	\$ 100.00	Band and Color Guard Uniforms, Flags & Props, Trailer Maintenance, Transportation, Music, Drill, Guest Instrumental Specialist, Part-Time Instructors, Competition Fees, Instrument Repair, Instrument Maintenance, Instrument Replacement
Varsity Band (School-Owned Instrument Rental)	\$ 50.00/ \$ 75.00	Band instrumental rental fees are \$50 for one school owned instrument/\$75 for two school owned instruments. Money will be used to maintain instruments due to expected wear and tear.
Indoor Color Guard, Indoor Marching Winds, Indoor Percussion	\$ 100.00	Performance fees; show design; music, costumes, and props.

Orchestra	\$ 100.00	Transportation, Music, Guest Instrumental Specialist, Part-time Instructors, Competition Fees, Instrument Repair, Instrument Maintenance, Instrument Replacement, Substitutes for Orchestra field trips
Orchestra (School-Owned Instrument Rental)	\$ 50.00 / \$ 75.00	Orchestra instrumental rental fees are \$50 for one school owned instrument/\$75 for two school owned instruments. Money will be used to maintain instruments due to expected wear and tear.
Chorus Fee	\$ 100.00	Printed Music, Rehearsal Folder, Choral Festival Fees, Bus Fee, All Southwest Audition Fee, Choir T-Shirt
Chorus Fee	\$ 65.00	One Time Dress/Outfit Fee
Foreign Languages		
AP Foreign Languages	\$ 70.00	Class supplies, materials
Non-AP Foreign Languages	\$ 50.00	Class supplies, materials, and national exam
Core Academic Department		
Science (per course)	\$ 10.00	Supplies for class projects
Math (per course)	\$ 10.00	Supplies for class projects
AP Social Studies (per course)	\$ 35.00 max	Workbook, novels, and/or review guide
CTE		
Agriculture	\$ 30.00	Class supplies
Nutrition	\$ 10.00	Supplies for class and lab
Teaching as a Profession	\$ 5.00	Projects/class supplies
STEM	\$ 25.00	Projects/class supplies
CNA	\$ 50.00	Certification costs, non-consumable replacements, consumables
Health Science	\$ 20.00	Lab supplies
Diagnostic Medicine	\$ 15.00	Lab supplies
Dual Pharmacy I and II	\$ 15.00	Lab supplies
Automotive	\$ 35.00	Class supplies, lab fees

Athletic and Activity Fees with School Support Organizations: \$100 fee **required** from students who choose to participate in an optional activity. These are the basic needs for participation. Additional funds may be requested through fund-raising efforts and membership dues with the school support organization.

Activity	Amount	Provides
Athletics and Extracurricular Activities w/School Support Organization	\$ 100.00	Uniform, Equipment, Registration and Related Expenses

Athletic and Activity Fees without School Support Organization: These fees are **required** from students who choose to participate in an optional activity.

Activity	Amount	Provides
Bowling	\$ 150.00	Uniforms, lane rentals, event entry fees, end of year awards
Mountain Biking	\$ 350.00	Clothing, uniforms, coaching, travel, etc.
Non-competitive Cheer (New members)	\$ 680.00	Uniforms, coaching
Non-competitive Cheer (Returning members)	\$ 40.00	*Returning members are responsible for replacement items



COLLIERVILLE SCHOOLS BOARD OF EDUCATION

RESOLUTION ADOPTING SHELBY COUNTY HAZARDS MITIGATION PLAN

RESOLUTION 2022-01

A RESOLUTION TO ADOPT A HAZARD MITIGATION PLAN AS THE FIRST STEP IN A LONG-TERM COMMITMENT TO MITIGATION AS A MEANS OF REDUCING THE HUMAN AND ECONOMIC COSTS OF NATURAL AND MAN-MADE DISASTERS OF THE CITIZENS OF COLLIERVILLE, TENNESSEE.

WHEREAS, the Collierville Schools, Tennessee recognizes the potential threat that natural and technological hazards pose to persons and property; and

WHEREAS, the act of undertaking hazards mitigation actions prior to disaster occurrence will reduce the potential for personal harm and the destruction of property, thereby saving taxpayer dollars; and

WHEREAS, the adoption of a hazards mitigation plan is required as a condition of receiving future grant funding for mitigation projects; and

WHEREAS, Collierville Schools, Tennessee participated in the planning process with other units of local government within Shelby County to prepare the Hazards Mitigation Plan;

NOW, THEREFORE, BE IT RESOLVED by the Collierville Schools Board of Education of the Collierville Schools, Tennessee, that the Collierville Schools hereby adopts the Shelby County Hazards Mitigation Plan as an official plan.

BE IT FURTHER RESOLVED that the Collierville Schools Board of Education authorizes the Shelby County Office of Preparedness Emergency Management Agency, on behalf of the Collierville Schools as well as other municipalities located within Shelby County, to submit the adopted Hazards Mitigation Plan to Federal Emergency Management Agency officials for final review and approval.

THIS RESOLUTION is adopted as of the 24th day of August 2021.

WRIGHT COX, CHAIRMAN

GARY LILLY, DIRECTOR OF SCHOOLS

APPROVED AS TO FORM:
MICHAEL MARSHALL, BOARD ATTORNEY



**COLLIERVILLE SCHOOLS BOARD OF EDUCATION
RESOLUTION 2022-02**

A RESOLUTION TO AMEND THE 2021-2022 FISCAL YEAR ANNUAL GENERAL FUND BUDGET OF THE COLLIERVILLE SCHOOLS, A MUNICIPAL SCHOOL DISTRICT IN THE STATE OF TENNESSEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tennessee Legislature passed Public Chapter No. 256 of the 2013 Public Acts to amend Title 49 relative to local educational agencies, including Tenn. Code Ann. § 49-2-127(b), which authorizes the governing body of a municipality to establish, by ordinance, a municipal board of education and compliance with Tenn. Code Ann. § 49-2-201; and

WHEREAS, the Collierville Schools were lawfully established by local ordinance pursuant to Tenn. Code Ann. § 49-2-106 and in compliance with Tenn. Code Ann. § 49-2-201; and

WHEREAS, the Collierville Schools Board of Education is an entity authorized pursuant to the laws of the state of Tennessee to operate a public school district within Shelby County, Tennessee; and

WHEREAS, Tenn. Code Ann. § 49-2-203(a) (10) (A)(i) requires the Board Of Education of the Collierville Schools to direct the Superintendent and the chair of the local board to prepare a budget on forms furnished by the Commissioner, and when the budget has been approved by the Collierville Schools Board of Education to then submit that budget to the Collierville Board of Mayor and Aldermen for their approval; and

WHEREAS, this amendment to the General Fund Budget changes the total amount of the budget and requires the transfer of funds from one portion of the budget to another.

NOW, THEREFORE, be it resolved by the Collierville Schools Board of Education:



Section 1. That the annual General Fund Budget of the 2021-2022 school year for the Collierville Schools as presented in official budget documents is hereby amended by reference in the following amounts with the following fund:

Funds Are Amended in the Following Categories:

(Please see attached documentation)

GENERAL FUND REVENUE BUDGET:	\$ 93,191,592
Total Net Change in General Fund Revenue Budget	<u>\$ 2,173,420</u>
Total Amended General Fund Revenue Budget	\$ 95,365,012

Funds Are Amended in the Following Categories:

(Please see attached documentation)

GENERAL FUND EXPENDITURE BUDGET:	\$ 93,191,592
Total Net Change in General Fund Expenditure Budget	<u>\$ 2,173,420</u>
Total Amended General Fund Expenditure Budget	\$ 95,365,012

Section 2. That the budget document required by law will be amended and submitted for approval to the Town of Collierville Board and Mayor of Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective August 24, 2021, from and after its adoption by the Collierville Schools Board of Education.

Adopted this 24th day of August 2021.

WRIGHT COX, CHAIRMAN

DR. GARY LILLY, DIRECTOR OF SCHOOLS

APPROVED AS TO FORM:
MICHAEL MARSHALL, BOARD ATTORNEY

Collierville Schools
General Fund Revenue 2021-22
Amendment #1
Prepared 8/10/21

Function	Description	Budget	Add	Subtract	Amended Budget
40110	Current Property Tax	23,199,516			23,199,516
40120	Trustee's Collections - PY	535,828			535,828
40130	Clerk & Master - Circuit Court PY	313,004			313,004
40150	Pickup Taxes	1,745,329			1,745,329
40162	Payments in Lieu of Taxes - Local Utilities	248,235			248,235
40163	Payments in Lieu of Taxes - Other	282,831			282,831
40210	Local Option Sales Tax	11,100,000			11,100,000
40240	Wheel Tax	2,000,105			2,000,105
40270	Business Tax	3,300			3,300
40275	Mixed Drink Tax	233,522			233,522
40390	Municipal Tax	2,582,675			2,582,675
43513	Tuition - Summer School	25,000			25,000
43515	Tuition - Other State Systems	200,000			200,000
43990	Other Charges for Services	370,000			370,000
43991	Other Charges for Svcs - Shared Svcs	249,200			249,200
44110	Interest Income	22,000			22,000
44120	Lease/Rentals	20,000			20,000
44170	Miscellaneous Refunds	335,000			335,000
44171	Tech Replacement Fees	5,000			5,000
44172	Substitute Reimbursement	40,000			40,000
44174	Device Fees	300,000			300,000
44520	Insurance Recovery	10,000			10,000
44530	Sale of Equipment	1,000,000			1,000,000
44560	Damages Recovered from Individuals	6,000			6,000
44990	Other Local Revenue	2,000			2,000
46511	Basic Education Program	46,490,000			46,490,000
46610	Career Ladder Program	95,000			95,000
47143	Special Ed - Grants to States	5,000			5,000
47990	Other Direct Federal	0			0
49800	Transfers In	1,773,047			1,773,047
49900	Reserves	0	2,173,420		2,173,420
	Total	93,191,592	2,173,420	0	95,365,012

Collierville Schools
 General Fund Expenditures 2021-22
 Amendment #1
 Prepared 8/12/21

Function	Budget	Add	Subtract	Amended Budget
Function 71100 - Reg. Instruction	46,335,624	811,725		47,147,349
Function 71150 - Alternative Education	240,917			240,917
Function 71200 - Special Education	7,709,685			7,709,685
Function 71300 - Vocational Education	992,195			992,195
Function 72110 - Attendance	507,513	1,405		508,918
Function 72120 - Health Services	1,255,872			1,255,872
Function 72130 - Other Student Support	2,455,237			2,455,237
Function 72210 - Support Regular Instruction	2,035,250			2,035,250
Function 72215 - Support Alternative Education	2,553			2,553
Function 72220 - Support Special Education	2,018,971			2,018,971
Function 72250 - Technology	4,628,339	19,587		4,647,926
Function 72310 - Board of Education	1,914,281	20,000		1,934,281
Function 72320 - Office of Superintendent	451,058			451,058
Function 72410 - Office of Principal	5,951,884			5,951,884
Function 72510 - Fiscal Services	915,207	5,000		920,207
Function 72520 - Human Resources	767,109			767,109
Function 72610 - Operation of Plant	6,261,325	253,223		6,514,548
Function 72620 - Maintenance of Plant	1,711,794			1,711,794
Function 72710 - Transportation	5,024,394			5,024,394
Function 72810 - Central and Other	582,384			582,384
Function 76100 - Regular Capital Outlay	1,430,000	1,062,480		2,492,480
	93,191,592	2,173,420	0	95,365,012

COLLIERVILLE SCHOOLS
GENERAL FUND BUDGET 2021-22 AMENDMENT #1
EXPLANATION OF LINE-ITEM CHANGES

8/13/21

General Fund Revenue:

- Use of Reserves – Added \$2,173,420 for the total reserves used to balance the increases in the expenditures noted below.

General Fund Expenditures:

- Added Unified Track Coaching Supplements (three coaches) in the amount of \$3,150. This was a new category added for these coaches per TSSAA.
- Added \$24,000 for Extended Contract (ECUs) for Differentiated Pay.
- Added \$891,575 for lease payment 2 of 3 for teacher laptops and iPads and the 1,400 iPads for 2 grade levels. These will be paid out of ESSER 3.0 once the application is approved by the State. These expenditures will then be moved to the grant, and we will release the funding back to the General Fund.
- Reduce various areas of Instructional Supplies and Materials (Discovery Streaming, Ellevation, Math 180/Read 180, Odyssey Ware, and PLTW). These expenditures were paid from the Summer Learning Grant and the ESSER 2.0 allocation
- Added funding in Instructional Supplies and Materials for Easy CBM (\$23K), STAR Reading and Math (\$27K), ACT Mosaic (\$6,000), Classkick (\$50K), and Niswonger (\$30K).
- Reduced Summer School and Schoology as these were paid from the ESSER 2.0 and the Summer Learning Grant.
- Added \$10K for furniture replacement, \$10K for AV equipment, and \$50K for orchestra and band instruments.
- Planning – Added \$1,405 to true up the annual amount due to Bartlett City Schools for the Shared Services – Planning provided by Mrs. Nedra Jones for CS for 2021-22.
- Board of Education – Added \$20,000 for the Work Based Learning insurance coverage for 2021-22.

- Finance – Added \$5,000 for start-up cash for CVA.
- In Operation of Plant, we added \$110,000 for Bernhard MCC, \$16,993 for Carrier, and \$146,230 ESSER 2.0 expenditures.
- In Technology we added \$8,644 for Nearpod and \$10,943 for Turnitin.
- In Regular Capital Outlay, funds were added in the amount of \$922,950 for Tara Oaks Roofing and in Other Capital Outlay in the amount of \$139,530 for Mobile Modular portables.

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Emergency Closings	Descriptor Code: 1.8011	Issued Date: Click here to enter a date.
		Rescinds:	Issued: 01/14/14

1 *General*

2
3 The Board authorizes the Director of Schools to close schools in the event of hazardous weather, a public
4 health emergency, or any other emergency which presents a threat to the safety of students, staff
5 members or school property.¹

6 As soon as the decision to close schools is made, the Director of Schools will notify the public media
7 and request that an announcement be made.

8 If school is not in session or is dismissed early due to snow or inclement weather, the Director of Schools
9 in consultation with the principal(s) of the impacted school(s) shall determine if all scheduled activities
10 in which students are involved shall be postponed or cancelled.

11
12 **EMPLOYEE RESPONSIBILITIES**

13
14 In the event of an emergency that requires closure of a school building, group of schools, or the entire
15 district, the Director of Schools is authorized to continue to pay employees who are not able to physically
16 report for duty as a result. These employees may receive their regular wages. Such payments shall not
17 exceed the number of days budgeted for each employee.

18
19 ~~During such emergencies, the Director of Schools may designate certain employees as essential. Such~~
20 ~~employees shall work as directed by the Director of Schools, whether that is by physical appearance at~~
21 ~~work or teleworking under Policy 5.1151. Essential employees must use leave to be excused from work~~
22 ~~absent special permission as determined by the Director of Schools/designee.~~

Legal References:

1. TCA 49-6-3004(e)(1); TRR/MS 0520-1-3-.02(1)(b)

Cross References

- Emergency Preparedness Plan 3.202
Telework During Emergencies 5.1151

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Security	Descriptor Code: 3.205	Issued Date: Click here to enter a date.
		Rescinds:	Issued: 05/13/14

1 The Director of Schools shall establish procedures to protect school property which shall include, but
2 not be limited to:

- 3 1. Closing and securing teacher work areas when left unattended or at the end of the day;
- 4 2. Denying students permission to use the classrooms, laboratories, gymnasiums or other school
5 facilities or equipment without appropriate supervision;
- 6 3. Controlling the issuance of keys; and
- 7 4. Developing programs that contribute to the proper care and use of school facilities and
8 equipment.

9 Equipment purchased with federal funds shall be managed as directed by federal and state law.¹

10 The principal shall call law enforcement officials in cases involving illegal entry, theft or vandalism.

11 The principal shall notify the director of schools as soon as practical but no longer than 24 hours after a
12 case of vandalism, theft, building damage and/or illegal entry.

13 The Director of Schools, or his/her designee, is authorized to sign a criminal complaint and to press
14 charges against perpetrators for vandalism of school property.

15 SCHOOL POLICING

16 The Board may enter into a memorandum of understanding with the chief of a law enforcement agency
17 to provide school policing. Any memorandum of understanding shall address, at a minimum, the
18 following issues:²

- 19 1. Any School Resource Officer (SRO) assigned under a memorandum must be in compliance with
20 all laws, regulations and rules of the Peace Officer Standards and Training Commission at the
21 time of assignment and remain compliant throughout the tenure of his or her assignment;
- 22 2. As a condition of assignment, any SRO must participate in forty (40) hours of basic training in
23 school policing within twelve (12) months of assignment. Every year thereafter, the SRO shall
24 participate in a minimum of sixteen (16) hours of training specific to school policing. All training
25 programs shall be approved by the Peace Officers Standards and Training Commission.³

- 1 3. Any SRO assigned under the memorandum remains an employee of the law enforcement agency,
2 subject to that agency's direction, control, supervision, and discipline.
- 3 4. No officer shall be assigned to a school, or continue in such an assignment, without the consent
4 of the Director.
- 5 5. If more than one SRO is assigned to a school system, the law enforcement agency shall designate
6 one of the SROs as the senior SRO, or such other, appropriate title. The duties of the senior SRO,
7 however designated, shall include, but not be limited to, the following:
- 8 a. To represent and carry out the policies of the law enforcement agency assigning the
9 SROs.
- 10 b. To supervise the SROs in the performance of their duties;
- 11 c. To consult with the Director regarding the best use of the available resources for school
12 policing; and
- 13 d. To resolve disputes between the SROs and students or faculty members.
- 14 6. The memorandum may be effective for any length of time, including continuing until terminated
15 by the parties, and may contain any reasonable notice requirement for the termination of the
16 memorandum. However, the memorandum shall contain a provision allowing the Director to
17 suspend the active participation of the SROs if the Director believes that such suspension is best
18 for the health, safety and/or well-being of the students and/or faculty members.

19

20 **CYBERSECURITY⁴**

21 The Director of Schools/designee shall develop an administrative procedure regarding the district's
22 cybersecurity plan to identify cybersecurity risks, implement mitigation planning, and protect
23 cyberinfrastructure against cyberattacks and other cybersecurity threats and incidents.

Legal References

1. TCA 49-6-805(3)
2. 2 CFR § 200.313
3. TCA 49-6-4217
4. **Public Acts of 2021, Chapter No. 335**

Cross References

- Visitors to the Schools 1.501
Inventories 2.702
Care of School Property 6.311

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: New Project Planning	Descriptor Code: 3.211	Issued Date: Click here to enter a date.
		Rescinds:	Issued: 05/13/14

1 SELECTION OF ARCHITECT ¹

2 The Board shall approve a registered architect for new projects of construction, expansion, and/or
3 maintenance as required by law. The Board shall execute a contract with such architect for each project.

4 SELECTION OF ENGINEER ¹

5 Following the execution of a contract for architectural services, the architect or architectural firm shall
6 select a registered engineer for each project.

7 SITE SELECTION

8 The Board shall have sole discretion with choosing sites for construction.² When determining where to
9 begin new projects, the Board shall consider the current and future populations of the area, transportation
10 routes, and accessibility to utilities.

11 ~~CHILDREN WITH DISABILITIES~~³ BUILDING ACCESSIBILITY ³

12 ~~Prior to the construction, remodeling, renovation, expansion or modification of a school building for use~~
13 ~~by children with disabilities, plans and specifications shall be submitted for review to the Commissioner~~
14 ~~of the Department of Education. Such plans and specifications shall meet federal requirements.~~

15 The construction, remodeling, renovation, expansion, or modification of a school building shall
16 comply with state and federal requirements regarding building accessibility.

Legal References

1. TCA 62-2-107; TRR/MS 0520-0-04-.01(2)
2. TCA 49-2-203(a)(3); *Rutherford County Board of Education v. Rutherford County Commission*, 2000 Tenn. App. LEXIS 703
3. 28 CFR § 36.201; TRR/MS 0520-01-04-.01(1)

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Instructional Standards	Descriptor Code: 4.101	Issued Date: NEW
		Rescinds:	Issued:

1 *General*

2 The Board is charged with selection of the curriculum. No subjects or topics prohibited by state or
3 federal law shall be taught.¹ The Director of Schools shall develop administrative procedures to
4 implement this policy.

5 **STATE STANDARDS²**

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

- 7 1. Instructional materials, textbooks, or supplemental materials created to align exclusively with
8 Common Core; or
9
- 10 2. Instructional materials, textbooks, or supplemental materials that are marketed or otherwise
11 identified as Common Core textbooks or instructional materials.

12 **CURRICULUM AND INSTRUCTIONAL PROGRAMMING**

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

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

Legal References

1. Public Acts of 2021, Chapter No. 205; Public Acts of 2021, Chapter No. 281; Public Acts of 2021, Chapter No. 471; Public Acts of 2021, Chapter No. 493
2. TCA 49-1-302(a)(8); TCA 49-1-314

Cross References

Controversial Issues 4.800
Controversial Materials 4.801

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Summer Instructional Programs	Descriptor Code: 4.204	Issued Date: Click here to enter a date.
		Rescinds:	Issued: 06/10/14

1 ~~Summer schools shall be organized and operated as a part of the public school program and shall comply~~
2 ~~with rules and regulations of the State Board of Education.¹~~

3 ~~On an annual basis, the Director of Schools shall recommend a summer school program which must be~~
4 ~~approved by the Board. This recommendation shall consist of the courses to be offered, those students~~
5 ~~who are eligible to attend, attendance requirements, and other relevant information of the program.~~

6 ~~The Board may adopt tuition rates for those students attending a summer school program.²~~

7 **General**

8 The following programs will be made available to students:^{1,2}

- 9 1. Traditional summer school;
- 10 2. Learning loss bridge camps; and
- 11 3. Summer learning camps (2021-2023).

14 These programs shall be organized and operated in accordance with state law as well as guidelines
15 provided by the Tennessee Department of Education. Funding for all programming shall be provided
16 for in the annual budget and take into account any available grants. The Board may adopt tuition rates
17 for those students attending a traditional summer school program.³

18 **SUMMER PROGRAMMING²**

19 The Director of Schools shall present a recommended summer programming plan annually to the
20 Board outlining the following:

- 21 1. Courses offered;
- 22 2. Transportation;
- 23 3. Class size ratios;
- 24 4. Budget, including staff compensation;
- 25
- 26
- 27
- 28

- 1 5. School nutrition needs;
- 2
- 3 6. Staffing;
- 4
- 5 7. Enrollment criteria; and
- 6
- 7 8. Any additional necessary information.

8 **ATTENDANCE REQUIREMENTS²**

9 Priority students, as defined by state law, **shall not** be required to attend summer programs.

Legal References

- 1. TRR/MS 0520-01-03-.03(9)
- 2. Public Acts of 2021, Special Legislative Session, Chapter No. 1
- 3. TCA 49-6-3003

Cross References

Extended Contracts 5.112

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Enrollment in Advanced Courses	Descriptor Code: 4.205	Issued Date:
		Rescinds: 08/08/18	Issued: 06/10/14

1 *General*

2 Students in grades seven through twelve (7-12) may enroll in available advanced courses including, but not limited to,
 3 advanced English language arts, mathematics, or science courses.¹

4 To enroll in these courses, students shall meet the following standards:

- 5 1. Honors Courses: 7-8 - Recommendations for enrollment based on prior success in pre-req course and
 6 proficiency of TCAP/TN Ready tests.
- 7
- 8 2. Dual Credit Courses: College Partner determined enrollment requirements
- 9
- 10 3. Dual Enrollment: College Partner determined enrollment requirements

11 9-12 Honors courses, AP, Industry Certification and CLEP courses are open for enrollment to all students.

12 The principal of each school shall have the authority to require additional criteria for the enrollment in advanced
 13 courses to fit the needs of the students within the school.

14 **NOTIFICATION¹**

15 Parent(s)/guardian(s) shall be provided written notification of a student’s eligibility to enroll in advanced courses. The
 16 notification shall state that a student will remain enrolled in the course unless the parent/guardian timely submits a
 17 written request for removal. The Director of Schools shall determine the deadline to submit the request for removal.

18 Students may also be removed from an advanced course if the student’s teacher determines that the student should be
 19 removed based on performance after thirty (30) days of instruction and the principal approves the request to remove
 20 the student.

21 **COLLEGE LEVEL COURSES²**

22 Students may earn credit by enrolling in a postsecondary institution and taking college level courses. Students who take
 23 and pass dual enrollment courses at a postsecondary institution shall have their postsecondary credits accepted for high
 24 school credit as a substitution for an aligned graduation requirement course.

25 These courses may be offered at the high school, postsecondary institution, or online. If not offered on the high school
 26 campus, the Board shall not be responsible for transportation. Any tuition or fees due to enrollment in college level
 27 courses are the responsibility of the parent(s)/guardian(s).

28 Grades earned in such college level courses shall be used to determine class rank, grade point average, and class
 29 valedictorian or salutatorian.

Legal References

1. Public Acts of 2021, Chapter No. 170; State Board of Education Policy 3.301
2. TRR/MS 0520-01-03-.03(8)

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Virtual Education Program	Descriptor Code: 4.212	Issued Date: NEW
		Rescinds:	Issued:

1 *General*

2 The Collierville Schools virtual education program is a course or series of courses offered by a school
3 district to provide students a broader range of educational opportunities through the use of technology.
4 Utilizing this program is temporary and shall not replace a student's regular instructional program.¹

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

7 Virtual education programs³ may be made available to students for the following purposes:

- 8 1. Academic remediation, enrichment, or providing students access to a wider range of courses;
9
- 10 2. Continuity of educational service for students who are homebound;⁴
11
- 12 3. Continuity of educational service for students who are quarantining;⁵ and
13
- 14 4. Continuity of educational service for students enrolled in an alternative school.⁶

15 **ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

16 Students shall be eligible to utilize a virtual education program if participating in one of the above
17 educational opportunities. The following factors shall also be taken into consideration when
18 determining eligibility:

- 19 1. Attendance;
20
- 21 2. Grades;
22
- 23 3. Technology survey; and
24
- 25 4. Disciplinary Issues.

26 **ATTENDANCE**

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

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

- 2 1. Students participating in a phone call with a teacher, with parent/guardian support as
3 appropriate for the age of the student;
- 4 2. Students participating in synchronous virtual instruction;
- 5 3. Students completing work in a learning management system;
- 6 4. Students submitting work via hard-copy or virtual formats.
- 7
- 8
- 9
- 10

11 **REMOVAL FROM VIRTUAL EDUCATION PROGRAM**

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

14 Before a student is removed based on poor academic performance, the school may consider one or
15 more of the following interventions:

- 16 1. Notification of parent/guardian;
- 17 2. One-on-one assessment conducted by the principal/designee regarding any learning needs and
18 academic performance; and
- 19 3. Recommendation from the IEP or 504 team.
- 20
- 21

Legal References

1. TRR/MS 0520-01-03-.05(2)
2. TCA 49-1-104(h); State Board of Education Policy 3.206
3. TCA 49-16-101; TRR/MS 0520-01-03-.05(2)(a)
4. TRR/MS 0520-01-02-.10; TRR/MS 0520-01-09-.07
5. TRR/MS 0520-01-13-.01(1)(d)(1)
6. TRR/MS 0520-01-02-.09

Cross References

- Homebound Instruction 4.206
Credit Recovery 4.210
Alternative Education 6.319

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Interscholastic Athletics	Descriptor Code: 4.301	Issued Date: Click here to enter a date.
		Rescinds:	Issued: 07/07/14

1 No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated
2 differently from another person or otherwise be discriminated against in any athletic program of the school. Equal
3 athletic opportunities shall be provided for members of both sexes.¹

4 Interscholastic athletics shall be administered as a part of the regular school program and shall be the principal's
5 responsibility. Principals shall ensure that school regulations regarding participation in a sport are reasonable.
6 Athletic schedules shall be filed in each school principal's office. The principal or his/ her designee must
7 accompany an athletic team on trips.

8 Bylaws of the Tennessee Secondary School Athletic Association shall regulate the operation and control of
9 athletics.²

10 A list of all coaches and their stipends and other compensation approved by the school will be provided to the
11 board annually. All booster organizations associated with TSSAA sponsored sports will provide a certified
12 statement on a form provided by the school that no compensation was paid that was not approved and paid in
13 accordance with Section 9G of the TSSAA handbook. The form must be signed by the President and Treasurer
14 of the booster organization.

15 In the event that the school's insurance provider does not extend coverage to an athlete, that athlete must provide
16 proof of independently secured catastrophic coverage and liability coverage, with the school system as a named
17 insured, of not less than the limits set forth in TCA § 29-20-403.

18 Prior to participation in interscholastic athletics, every student must complete an annual physical examination.³
19 The parents/guardians of each student shall be responsible for covering the cost of the examination, and these
20 records shall be on file in school office. It shall be the responsibility of the parent(s) or guardian to provide health
21 and hospitalization insurance for all students participating in interscholastic athletics.

22 No principal or teacher of any school under the control of the Board shall dismiss his/her school or any group of
23 students for the purpose of attending the practice of any interscholastic sport during the school day without written
24 permission from the Director of Schools. This does not prevent the inclusion of regular physical training lessons
25 in the daily school program.⁴

26 PROHIBITION AGAINST HAZING

27 Coaches, employees, and volunteers of the school district shall not encourage, permit, condone or tolerate
28 hazing activities.

29 COACHES' CODE OF CONDUCT:

30 All coaches, whether employed by Collierville Schools or as a volunteer, shall adhere to the following Coaches'
31 Code of Conduct:

1 **As an employee coach or volunteer coach for Collierville Schools athletics, I Will:**

- 2 1. Be aware that I have tremendous influence, for good or ill, on the education of the student-athlete and,
3 thus, shall never place the value of winning above the value of instilling the highest ideals of character.
4 2. In all personal contact with student-athletes, parents, officials, athletic directors, school administrators,
5 the media, and the public, I will strive to set an example of the highest ethical and moral conduct.
6 3. Take an active role in the prevention of drug, alcohol, and tobacco use.
7 4. Avoid the use of alcohol and tobacco products when in contact with players.
8 5. Master the contest rules and teach them to student-athletes. I shall not seek an advantage by
9 circumvention of the spirit or letter of the rules.
10 6. Respect and support contest officials. I shall not indulge in conduct which would incite players or
11 spectators against the officials. Public criticism of officials is prohibited.
12 7. Before and after contests, I will meet and exchange cordial greetings with opposing team coaches to set
13 the correct tone for the event.
14 8. Not exert pressure on faculty members to give student-athletes special consideration.
15 9. Conduct myself in a dignified manner relating to emotions, language, attitude, and actions.
16 10. Refrain from physical contact with athletes except where necessary for the development of the athletes'
17 skill(s) or athletic ability.
18 11. Strive to develop in each athlete the qualities of leadership, initiative, and good judgement.
19 12. Respect each individual athlete.
20 13. Seek to inculcate good health habits, including the establishment of sound training rules.
21 14. Fulfill responsibilities to provide an environment free of safety hazards.
22 15. Display modesty in victory and graciousness in defeat.

23 **SEVERE WEATHER**

24 Severe weather is any type of weather that could impede the safety of any athlete by compromising the playing
25 conditions of the interscholastic sport. Severe weather includes, but is not limited to, thunder, lightning, and
26 extreme temperatures. When severe weather is forecasted, suspension of play shall be discussed with all players,
27 coaches, and officials, if applicable.

28 All coaches who oversee or participate in outdoor training, practice, or competition shall annually complete a
29 heat illness prevention course approved by the Tennessee Department of Health as well as receive training on
30 activity modifications based on environmental conditions.

Legal References

1. Title IX, Education Amendment of 1972,
20 U.S.C. § 1681, et seq. ; 34 CFR § 106.41
2. TRR/MS 0520-01-02-.08(1)
3. TRR/MS 0520-01-03-.08(2)(b)
4. TCA 49-6-1002
5. TCA 49-2-120
6. Public Acts of 2021, Chapter No. 272

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Graduation Requirements	Descriptor Code: 4.605	Issued Date: Click here to enter a date.
		Rescinds:	Issued: 09/24/19 09/27/18 11/08/16 07/12/16 02/09/16 06/10/14

1 GENERAL

2 The program of studies shall include areas required by the State Board of Education.

3 Before high school graduation, every student shall:

- 4 1. Achieve the specified 22 units of credit;¹
- 5 2. Take the required end-of-course exams.
- 6 3. Have satisfactory records of attendance and conduct;
- 7 4. Take the ACT or SAT prior to graduation;² and
- 8 5. Pass a United States civics test,³

9 SPECIAL EDUCATION STUDENTS⁴

10 Special education students who earn the prescribed twenty-two (22) credit minimum shall be awarded a
11 regular high school diploma.

12 *Special Education Diploma*

13 A special education diploma shall be awarded to students who have not met the requirements for a regular
14 high school diploma,⁵ but have:

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

18 *Occupational Diploma*

19 Special education students who do not meet the requirements for a regular high school diploma may be
20 awarded an occupational diploma if the student has:^{1,4}

- 21 1. Completed at least four (4) years of high school;
- 22 2. Made satisfactory progress on their IEP;
- 23 3. Maintained satisfactory records of attendance and conduct;
- 24 4. Completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment
25 (SKEMA); and

1 5. Has two (2) years of paid or non-paid work experience.

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

4 Students who have received a special education diploma or an occupational diploma shall continue to
5 make progress towards a regular high school diploma until the end of the school year in which they turn
6 twenty-two (22) years old.

7 *Alternate Academic Diploma*

8 Special education students who do not meet the requirements for a regular high school diploma may be
9 awarded an alternate academic diploma if the student has:⁴

- 10 1. Completed at least four (4) years of high school;
- 11 2. Participated in the high school alternate assessments;
- 12 3. Earned the prescribed twenty-two (22) credit minimum;
- 13 4. Made satisfactory progress on their IEP;
- 14 5. Maintained satisfactory records of attendance and conduct; and
- 15 6. Completed a transition assessment that measures postsecondary education and training,
16 employment, independent living, and community involvement.

17 **STUDENT LOAD**

18 All full-time students in grades 9-12 shall be enrolled each semester in subjects that produce a minimum of five
19 units of credit for graduation per year. Students with hardships and gifted students may appeal this requirement to
20 the Director of Schools and then to the Board.⁶

21 **EARLY GRADUATION⁷**

22 High school students shall be permitted to complete an early graduation program. Students intending to
23 graduate early shall inform the school principal of this intent prior to the beginning of 9th grade, or as
24 soon thereafter as the intent is known.
25 26

26 In order to graduate early, students must meet the following requirements:
27 28

- 29 1. Earn the required **eighteen (18)** **seventeen (17)** credits;
- 30 2. Achieve a benchmark score for each required end-of-course exam;
- 31 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 32 4. Meet the minimum ACT or SAT benchmark score;
- 33 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 34 6. Complete at least two (2) types of the following courses:
35 a. AP;
36 b. IB;
37 c. Dual enrollment; or
38 d. Dual credit.
39 40

- 1 The Director of Schools shall develop administrative procedures to ensure that the early graduation
- 2 program is conducted in accordance with state law.
- 3

Legal References

1. TCA 49-6-6001; State Board of Education Policy 2.103
2. TCA 49-6-6001(b); State Board of Education Policy 2.103
3. TCA 49-6-408(b); State Board of Education Policy 2.103
4. TRR/MS 0520-01-03.06(1)(a); State Board of Education Policy 2.103
5. TCA 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.03(6)
7. TCA 49-6-8303; State Board of Education Policy 2.103

Cross References

Basic Curriculum Program 4.201
Honor Roll, Awards, & Class Ranking 4.602

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: <h2 style="margin: 0;">Testing Programs</h2>	Descriptor Code: 4.700	Issued Date: Click here to enter a date.
		Rescinds 4.700	Issued: 09/24/19 08/27/19 07/12/16 09/08/15 06/10/14

1 **General**

2 The Board shall provide for a system-wide testing program which shall be periodically reviewed and
 3 evaluated. The purposes of the program shall be to:

- 4 1. Assist in promoting accountability;
- 5 2. Determine the progress of students;
- 6 3. Assess the effectiveness of the instructional program and student learning;
- 7 4. Aid in counseling and guiding students in planning future education and other endeavors;
- 8 5. Analyze the improvements needed in a given instructional area;
- 9 6. Assist in the screening of students with learning difficulties;¹
- 10 7. Assist in placing students in remedial programs;
- 11 8. Provide information for college entrance and placement; and
- 12 9. Assist in educational research by providing data.²

13 The Director of Schools shall be responsible for planning and implementing the program, which
 14 includes:

- 15 1. Determining specific purposes for each test;
- 16 2. Selecting the appropriate test to be given;
- 17 3. Establishing procedures for administering the tests;
- 18 4. Making provision for interpreting and disseminating the results;
- 19 5. Maintaining testing information in a consistent and confidential manner; and
- 20 6. Ensuring that results are obtained as quickly as possible, especially when placement in
 21 a special learning program might be necessary.

22 State-mandated student testing programs shall be undertaken in accordance with procedures published
 23 by the State Department of Education.³

24 **WEIGHTING TCAP SCORES**

25 TNReady⁴ and EOC⁵ scores shall be included in students' final grades as follows:

- 26 1. Grades 3-5 - 0%
- 27 2. Grades 6-8 - 15%

1 3. Grades 9-12 - 15%

2 The Collierville School System shall use the following methodology: target score method.

3 The Director of Schools may exclude these scores from students' final grades if results are not received
4 by the district at leave five (5) instructional days before the end of the course.^{4,5}

5 **INTEREST INVENTORIES AND CAREER ASSESSMENTS⁶**

6 Interest inventories shall be made available to 9th graders. These will include assessments such as the
7 Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, or the College Board Career Finder.

8 Career aptitude assessments shall be administered 8th graders in order to inform the student's high school
9 plan of study. Upon receiving the results from these assessments, the school shall provide students with
10 information on any available career and technical education opportunities in which the student is eligible
11 to participate in.

12 **TESTING INFORMATION AND PARENTAL CONSENT**

13 Any test directly concerned with measuring student ability or achievement through individual or group
14 psychological or socio-metric tests shall not be administered by or with the knowledge of any employee
15 of the system without first obtaining written consent of the parent(s)/ or guardian(s).²

16 Results of all group tests shall be recorded on the students' permanent records and shall be made
17 available to appropriate personnel in accordance with established board procedures.⁷

18 No later than July 31st of each year, the Board shall publish on its website information related to state
19 and board mandated tests that will be administered during the school year. The information shall
20 include:⁸

- 21 1. The name of the test:
- 22 2. The purpose and use of the test:
- 23 3. The grade or class in which the test will be administered;
- 24 4. The tentative date or dates that the test will be administered; and
- 25 5. The time and manner in which parent(s)/guardian(s) and students will be notified of the
26 results of the test; and
- 27 6. How parent(s)/guardian(s) can access the questions and answers on their student's state
28 required tests;
- 29 7. If a board mandated test, how the test complements and enhances student instruction and
30 learning and how it serves a purpose distinct from state-required tests.

31
32 Beginning with the 2015-2016 school year and for school years thereafter, the testing information shall
33 also be placed in student handbooks or other school publications that are provided to parents on an
34 annual basis.

Legal References

1. TCA § 49-10-108
2. 20 USCA § 1232 g
3. TRR/MS 0520-01-03-.03(7); TRR/MS 0520-01-03-.06(1)(b)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.06(1)(b); State Board of Education Policy 2.103; TCA 49-1-617
6. Public Acts of 2019, Chapter No. 108
7. TCA 10-7-504
8. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103

Cross References

Student Surveys, Analyses, and Evaluations 6.4001
Student Records 6.600

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: <h2 style="text-align: center;">Application and Employment</h2>	Descriptor Code: <h3 style="text-align: center;">5.106</h3>	Issued Date: Click here to enter a date.
		Rescinds: <h3 style="text-align: center;">5.106</h3>	Issued: 07/26/18 09/09/14 04/08/14

1 **APPLICATION**

2 An individual desiring a position with the Board shall make application to the Director of Schools on
 3 forms developed by his/her office. To ensure the safety and welfare of students and staff, the district
 4 shall require criminal history background checks and fingerprinting of applicants for teaching positions
 5 and any other positions that require proximity to children.¹ If applying for a teaching position, the
 6 Director of Schools shall also check the applicant’s license status in the State Board of Education’s
 7 database to determine if there is a hold on that applicant’s license, and if so, the reasoning behind the
 8 hold.²

9 Knowingly falsifying information shall be sufficient grounds for termination of employment and shall
 10 also constitute a Class A misdemeanor which must be reported to the District Attorney General for
 11 prosecution.³

12 Any costs incurred to perform these background checks and fingerprinting shall be paid by the applicant.⁴

13 *Professional Employees*

14 The application must include a transcript of credits earned at the colleges or universities attended along
 15 with references from persons such as previous employers, college professors, and supervisors of student
 16 teachers. Other information shall include whether such applicant has been dismissed for cause from a
 17 school system.⁵ If previously employed by a local board of education, the applicant shall provide
 18 evidence of acceptable resignation.

19 No person shall be employed:

- 20 1. Who does not hold a valid license to teach or a temporary permit to teach from the State Board
 21 of Education;⁶
- 22 2. Who has been identified by the Department of Children’s Services as a perpetrator of child abuse,
 23 severe child abuse, child sexual abuse, or child neglect, or who poses an immediate threat to the
 24 health, safety, or welfare of children;⁷
- 25 3. Who is listed on the state’s abuse of vulnerable persons registry maintained by the Department
 26 of Health;⁷

- 1 4. Who does not present a physician's certificate showing a satisfactory health record or has any
2 contagious or communicable disease in such form that might endanger the health of school
3 children;⁸
- 4 5. Who refuses to take and subscribe to an oath to support the Constitution of the State of Tennessee
5 and of the United States of America;⁹
- 6 6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
7 employment for cause; or
- 8 7. Who does not receive a satisfactory background check.¹⁰

9 *Support Employees*

10 No person shall be employed:

- 11 1. Who has any contagious or communicable disease in such form that might endanger the health
12 of the children;⁸
- 13 2. Who has been identified by the Department of Children's Services as a perpetrator of child abuse,
14 severe child abuse, child sexual abuse, or child neglect, or who poses an immediate threat to the
15 health, safety, or welfare of children;⁷
- 16 3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department
17 of Health;⁷
- 18 4. Who has not complied with the Immigration Reform and Control Act of 1986;¹¹
- 19 5. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
20 employment for cause; or
- 21 6. Who does not receive a satisfactory background check.¹⁰

22 **EMPLOYMENT**

23 *Professional Employees*

24 After checking references and receiving written recommendations, the Director of Schools shall hire and
25 assign qualified applicants.

26 *Initial Employment*

27 Upon initial employment, the Director of Schools shall notify such person, in writing, of the offer and
28 conditions of employment. Upon receipt of employment notification, such person shall have fourteen
29 (14) days to accept or reject, in writing, the offered employment. From the date of the written acceptance,
30 such person is considered to be under employment with the Board and is subject to all rights, privileges
31 and duties.

32 *Support Employees*

33 After checking references and receiving written recommendations from principals and/or supervisors,
34 the Director of Schools shall hire and assign qualified applicants.

Legal References

1. TCA 49-5-406 (a)(1)
2. State Board of Education Policy 5.501
3. TCA 49-5-406(a)(2)(A)
4. TCA 49-5-413(c)
5. Public Acts of 2018, Chapter No. 938
6. TCA 4-5-403; TCA 4-5-101
7. TCA 49-5-413(c)
8. TCA 49-5-504; TRR/MS 0520-01-03-.08(2)(f)
9. TCA 4-5-405
10. Public Acts of 2018, Chapter No. 1006
11. Immigration Reform and Control Act of 1986; Pub. L. No. 99-603, 100 Stat.3359

Cross References

- Orientation and Probation 5.107
- Compensation Guides & Contracts 5.110
- Background Investigations 5.118
- Recommendations and File Transfers 5.203
- Qualifications and Duties of the Director of Schools 5.802

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Procedure for Granting Tenure	Descriptor Code: 5.117	Issued Date: Click here to enter a date.
		Rescinds:	Issued: 11/28/17 07/14/15 04/08/14

1 To attain tenure status, a teacher must: (1) meet tenure eligibility requirements; (2) be renewed and
2 recommended by the director of schools;¹ and (3) receive a majority vote of the board.

3 **TENURE ELIGIBILITY²**

4 Any teacher who meets all of the following requirements is eligible for "tenure":

5 (1) Has a degree from an approved four-year college or any career and technical teacher who has the
6 equivalent amount of training established and licensed by the state board of education;

7 (2) Holds a valid teacher license, issued by the state board of education, based on training covering the
8 subjects or grades taught;

9 (3) Has completed a probationary period of five (5) school years or not less than forty-five (45) months
10 within the last seven-year period, the last two (2) years being employed in a regular teaching position
11 rather than an interim teaching position;

12 (4) Has received evaluations demonstrating an overall performance effectiveness level of "above
13 expectations " or " significantly above expectations" as provided in the evaluation guidelines adopted
14 by the state board of education, during the last two (2) years of the probationary period;

15 If a teacher has met all other requirements for tenure eligibility but has not acquired an official
16 evaluation score during the last one (1) or two (2) years of the probationary period due to allowable
17 circumstances outlined in state law, he/she may utilize the most recent two (2) years of available
18 evaluation scores achieved during the probationary period to become eligible for tenure.³

19 **ACQUISITION OF TENURE STATUS**

20 Once a teacher is eligible for tenure, he/she shall be either recommended by the director of schools for
21 tenure or non-renewed. If tenure is denied by the board, the teacher shall be dismissed.³

22 The following additional guidelines will apply:

23 1. The director of schools will recommend persons eligible for tenure at a board meeting in ample time
24 for the director of schools to provide notice of non-renewal to each teacher not granted tenure within
25 five (5) business days following the last instructional day for the school year.⁴

1 2. The decision to grant tenure is solely within the discretion of the board.⁵ Only those teachers who
2 receive a majority vote of the membership of the Board will be granted tenure.⁶

3 3. A teacher who is eligible for tenure, but tenure is denied, shall not be rehired beyond the contract
4 year.⁷

5 4. Teachers who earn tenure will be recognized by the Board, either at a board meeting or in some other
6 special public event.

7 **Teacher Returning to Employment**

8 A teacher who has attained tenure status in the school system and later resigns shall serve a two-year
9 probationary period upon reemployment, unless the probationary period is waived by the Board upon
10 request of the director of schools. Upon completion of the two-year period, the teacher shall either be
11 recommended by the director for tenure or non-renewed. If tenure is not granted, the teacher cannot
12 continue in employment.⁷

13 **TEACHER TRANSFERRING FROM ANOTHER SCHOOL SYSTEM⁸**

14 A tenured or non-tenured teacher with five (5) or more years of prior service that transfers from another
15 school system to begin employment in the Collierville School System shall serve the regular
16 probationary period. The board, upon the recommendation of the director of schools, may waive the
17 probationary period and grant tenure status or shorten the probationary period.

18 If a non-tenured teacher with fewer than five (5) years of service transfers from another school system,
19 such teacher shall not be eligible for tenure status until the teacher has served at least five (5) years when
20 service in both school systems is counted.

21 All tenure decisions made under this section are subject to the requirements concerning overall teacher
22 performance effectiveness levels.

23 **TEACHER RETURNING TO PROBATIONARY STATUS⁹**

24 Any tenured teacher who receives two (2) consecutive years of evaluations demonstrating an overall
25 performance effectiveness level of “below expectations” or “significantly below expectations” shall be
26 returned to probationary status by the director of schools until the teacher has received two (2)
27 consecutive years of evaluations demonstrating an overall performance effectiveness level of “above
28 expectations” or “significantly above expectations.”

29 When a teacher who has returned to probationary status has received two (2) consecutive years of
30 evaluations demonstrating an overall performance effectiveness level of “above expectations” or
31 “significantly above expectations,” the teacher is again eligible for tenure and shall be either
32 recommended by the director of schools for tenure or non-renewed; provided, however, that the teacher
33 shall be dismissed if tenure is denied by the board.

34 This section does not apply to teachers who acquired tenure prior to July 1, 2011.

35

Legal References

1. TCA 49-5-503; TCA 49-5-504(b)
2. TCA 49-5-503
3. TCA 49-5-504(b)
4. TCA 49-5-409
5. TCA 49-2-203(a)(1)
6. TCA 49-2-202(g)
7. TCA 49-5-504(d)
8. TCA 49-5-509
9. TCA 49-5-504(e)(f)

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: Click here to enter a date.
		Rescinds:	Issued: 11/19/19 07/07/14

1 SUSPENSION PENDING AN INVESTIGATION ¹

2 The Director of Schools may suspend a teacher at any time that may seem necessary, pending investigation or
 3 final disposition of a case before the board or an appeal. If the matter under investigation is not the subject of an
 4 ongoing criminal investigation or a Department of Children’s Services investigation, and if no charges for
 5 dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in duration. Under
 6 no circumstances shall the Director of Schools suspend a teacher with pay. If vindicated or reinstated, the teacher
 7 shall be paid full salary for the period of suspension, unless suspension without pay is deemed to be an appropriate
 8 penalty.

9 SUSPENSION OF THREE DAYS OR LESS ^{2,3,4}

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

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

19 DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS ⁴

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

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

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

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

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

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

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

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

22 RESIGNATION

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

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

- 28 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement
29 of a physician approved by the Board;
- 30 2. The drafting of the teacher in to military service by a selective service board; or
- 31 3. The release by the Board of the teacher from the contract which the teacher has entered into with the
32 Board.

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

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

1 RETIREMENT

2 Retirement shall mean a termination of services under conditions which will allow the teacher to draw benefits
3 from retirement plans and/or Social Security benefits. Teachers eligible for retirement benefits may elect to retire
4 at any age according to the provisions of the retirement system.

5 Central office personnel shall assist teachers in securing retirement benefits; however, it shall be the responsibility
6 of the retiring teacher to provide verification of eligibility in writing from the Tennessee Consolidated Retirement
7 System (TCRS) to the central office. It shall be the responsibility of the retiring teacher to file for benefits.

8 Teachers who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss of
9 retirement benefits. Retired teachers may substitute teach for additional days if the Director of Schools certifies in
10 writing to the Division of Retirement that no other qualified personnel are available to substitute teach.⁹

11 The Director of Schools may employ teachers retired for at least one (1) year for full-time employment as a
12 Kindergarten through twelfth grade (K-12) teacher on a year-to-year basis. Retirement benefits will not be lost or
13 suspended under certain conditions, which include but are not limited to the following:¹⁰

- 14 1. The Director of Schools of the employing system must certify in writing that no other qualified individuals
15 are available to fill the position;
- 16 2. The Commissioner of Education must certify that the employing school system serves an area that lacks
17 qualified teachers to serve in the position to be filled;
- 18 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 19 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or receive
20 medical insurance coverage; and
- 21 5. The salary paid to the retired member shall not be less than the rate of compensation set by the Board
22 for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the
23 rate of compensation set by Board for teachers with comparable training and years of experience filling
24 similar positions

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301 (b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511 through 513
5. TCA 49-5 508(a)
6. TCA 49-5 508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b); Public Acts of 2019, Chapter No.
248
9. TCA 8-36-805
10. TCA 8-36-821

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Separation Practices for Non-Tenured Teachers	Descriptor Code: 5.201	Issued Date: Click here to enter a date.
		Rescinds:	Issued: 11/19/19 07/14/15 07/07/14

1 **SUSPENSION PENDING AN INVESTIGATION** ¹

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

8 **SUSPENSION OF THREE DAYS OR LESS** ²

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

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

18 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS** ²

19 The Director of Schools may dismiss or suspend for more than three (3) days any non-tenured teacher during the
20 contract year for incompetence, inefficiency, insubordination, improper conduct or neglect of duty after giving the
21 non-tenured teacher, in writing, due notice of the charges.

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

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

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

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

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

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

- 12 1. Sustain the decision;
- 13 2. Send the record back if additional evidence is necessary; or
- 14 3. Revise the penalty or reverse the decision.

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

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

21 **NONRENEWAL**

22 Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of employment
23 enjoyed by tenured teachers except that they have no claim upon continuing employment or tenure protections.
24 The principal is responsible for discussing deficiencies as part of the evaluation process with the non-tenured
25 teacher and providing assistance for overcoming these deficiencies.

26 The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their contract
27 period. If the director of schools determines not to renew the contract of a non-tenured teacher,¹ the following
28 action shall be taken:

- 29 1. The Board shall be notified at the next regular board meeting; and
- 30 2. Written notice of non-renewal shall be hand delivered or sent to the employee by registered mail so that
31 it will be received by the teacher within five (5) business days following the last instructional day for the
32 school year.³

33 **RESIGNATION**

34 A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date
35 of the resignation.⁴ The Board may waive the thirty (30) days-notice requirement and permit a teacher to resign
36 in good standing.

37 The conditions under which it is permissible to break a contract with the Board are as follows:⁵

- 1 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement
- 2 of a physician approved by the Board;
- 3 2. The drafting of a teacher into military service by a selective service board; and
- 4 3. The release by the Board of the teacher from the contract which the teacher has entered into with the
- 5 Board.

6 Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the date of
7 return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to render
8 such notice may be considered a breach of contract.⁶

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

14 **RETIREMENT**

15 Retirement shall mean a termination of services under conditions which will allow the employee to draw benefits
16 from retirement plans and/or Social Security benefits.

17 Teachers eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement
18 system. Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
19 responsibility of the retiring employee to provide verification of eligibility in writing from the Tennessee
20 Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility of the retiring employee
21 to file for benefits.

22 Teachers who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss of
23 retirement benefits. Retired teachers may substitute teach for additional days if the Director of Schools certifies in
24 writing to the Division of Retirement that no other qualified personnel are available to substitute teach.⁸

25 The Director of Schools may employ teachers retired for at least one (1) year for full-time employment as a
26 Kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will not be lost or
27 suspended under certain conditions, which include but are not limited to the following:⁹

- 28 1. The Director of Schools of the employing system must certify in writing that no other qualified individuals
- 29 are available to fill the position;
- 30 2. The Commissioner of Education must certify that the employing school system serves an area that lacks
- 31 qualified teachers to serve in the position to be filled;
- 32 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 33 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or receive
- 34 medical insurance coverage; and
- 35 5. The salary paid to the retired member shall not be less than the rate of compensation set by the Board for
- 36 teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the rate
- 37 of compensation set by Board for teachers with comparable training and years of experience filling similar
- 38 positions.

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

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301 (b)(1)(GG), TCA 49-5-512(d)
3. TCA 49-5-409
4. TCA 49-5-508
5. TCA 49-5-411(a)
6. TCA 49-5-706
7. TCA 49-5-411(b)(4); Public Acts of 2019, Chapter No. 248
8. TCA 8-36-805
9. TCA 8-36-821

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Temporary COVID-19 Leave	Descriptor Code: 5.3051	Issued Date: Click here to enter a date.
		Rescinds: 5.3051	Issued: 01/26/21

1 In April, 2020, the Families First Coronavirus Response Act (FFCRA) became effective. The
2 termination date of the FFCRA was December 31, 2020. However, the COVID-19 virus continues to
3 infiltrate the United States, including our community. Therefore, despite the fact that Collierville
4 Schools is not required by law to continue providing the benefits previously granted under the FFCRA,
5 the Collierville Schools Board of Education believes that it is in the best interest of its employees to
6 voluntarily continue to provide COVID-19 relief benefits under the conditions set forth below for the
7 period of ~~January 1, 2021 through June 30, 2021~~ July 1, 2021 through June 30, 2022. **This policy repeals**
8 **Collierville Schools Policy 5.3051 which was adopted on April 14, 2020 January 26, 2021.**

9 This Policy does not apply to Collierville Schools employees that exhausted their FFCRA benefits as of
10 ~~December 31, 2020~~ June 30, 2021. If a Collierville Schools employee used a portion of their FFCRA
11 benefits prior to ~~December 31, June 30,~~ 2021, the benefits below apply only to the amount of FFCRA
12 benefits the employee had remaining as of ~~December 31, 2020~~ June 30, 2021.

13 PAID SICK LEAVE

14 Collierville Schools employees are entitled to up to two (2) weeks of paid sick leave if they are unable
15 to work or telework because the employee:

- 16 1. is subject to a Federal, State, or local quarantine or isolation orders ~~related to COVID-19~~ due to
17 the employee receiving a positive COVID-19 diagnosis;
- 18 2. has been advised by a health care provider to self-quarantine ~~related to COVID-19~~ due to the
19 employee receiving a positive COVID-19 diagnosis;
- 20 3. ~~is experiencing COVID-19 symptoms and is seeking a medical diagnosis~~ has been advised by
21 Collierville Schools to self-isolate due to the employee receiving a positive COVID-19
22 diagnosis;
- 23 4. ~~is caring for an individual subject to or advised to quarantine or isolate due to COVID-19. The~~
24 ~~individual must be someone with a personal relationship to the employee;~~
- 25 5. ~~is caring for his/her son or daughter whose school or place of care is closed, or person who~~
26 ~~regularly provides childcare is unavailable, for reasons related to COVID-19 and no other~~
27 ~~suitable person is available to care for the child during the requested period of leave. Son or~~
28 ~~daughter is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child~~

1 ~~of a person standing in loco parentis, who is under 18 years of age; or 18 years of age or older~~
2 ~~who is incapable of self care because of a mental or physical disability.~~

3 This paid leave may be taken if there is work available for the employee to complete and the employee
4 is unable to work or telework for one of the above reasons. Such leave is in addition to any paid leave
5 that an employee may already be entitled to (e.g., existing sick leave). Employees are not required to
6 exhaust any other paid leave benefit in order to utilize this category of paid sick leave.

7 If work is offered to an employee that is able to work and they choose to quarantine instead the employee
8 must use their accumulated leave time or unpaid time during their absence.

9 Supporting documentation of a positive test result from a health care provider, Shelby County Health
10 Department or ~~childcare provider~~ or other acceptable testing agency must be submitted to the Chief
11 Human Resource Officer to be eligible for paid leave under this policy. Failure to submit documentation
12 will result in the employee being denied use of any COVID-19 usage days.

13 **This policy will be in effect from ~~January 1, 2021 until June 30, 2021~~ July 1, 2021 through June 30,**
14 **2022 unless the Board takes action to extend it.** If the state or federal government issues a mandate
15 for COVID-19 related leave after adoption of this Local COVID-19 Leave policy, such mandated
16 leave will replace this policy entirely and this policy simultaneously will expire.

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: <h2 style="text-align: center;">Qualifications and Duties of the Director of Schools</h2>	Descriptor Code: <h3 style="text-align: center;">5.802</h3>	Issued Date: Click here to enter a date.
		Rescinds:	Issued: <h3 style="text-align: center;">07/26/18 04/08/14</h3>

1 **QUALIFICATIONS:**

- 2 1. A professional educator's license
- 3 2. A master's degree in education with a preference for a doctorate degree
- 4 3. Three (3) years of successful experience in school administration
- 5 4. Such other qualifications as the Board deems desirable

6 **REPORTS TO:** The Board of Education

7 **SUPERVISES:** All administrative and supervisory personnel in the district

8 **JOB GOAL:** To provide leadership in developing and maintaining the best possible educational

9 programs and services

10 **SCOPE OF RESPONSIBILITY:** The management responsibilities of the Director of Schools shall

11 extend to all activities of the district, to all phases of the educational program, to all aspects of the

12 financial operation, to all facility management and to the conduct of such other duties as may be assigned

13 by the Board. The Director of Schools may delegate these duties together with appropriate authority, but

14 may not delegate nor relinquish ultimate responsibility for results or any portion of accountability.

15 **ESSENTIAL FUNCTIONS:**

16 **General Administrative**

- 17 1. Provides leadership in identification of priorities and assures that all activities reflect those
- 18 board- established priorities.
- 19 2. Prepares and recommends short- and long-range plans for Board approval and implements those
- 20 plans when approved.
- 21 3. Prepares, in conjunction with the board chairman, agenda recommendations relative to all
- 22 matters requiring board action, including all facts, information, options, and reports needed to
- 23 assure informed decisions. Provides advice and counsel to the Board on matters before it.
- 24 4. Attends all regular and special meetings of the Board and keeps a complete and accurate record
- 25 of the proceedings of all meetings of the Board and of its official acts.

- 1 5. Recommends drafts of new policies or changes to the Board. Anticipates potential problems.
2 Recommends policies or courses of staff action.
- 3 6. Develops administrative procedures to implement board policy or for the items deemed
4 necessary for the efficient operation of the schools and disseminates these procedures to
5 appropriate staff.
- 6 7. Keeps the Board informed regarding development in other districts or at state and national levels
7 that would be helpful to the district.
- 8 8. Ensures that all local, state/federal standards for the health and safety of the students and staff
9 are maintained and that required reports are maintained.
- 10 9. Fulfills all statutory obligations and implements the education law of the State of Tennessee and
11 the rules and regulations of the State Board.¹

12 **Financial Management**

- 13 1. Provides direction to and supervision of school business functions. Encourages development and
14 implementation of sound business practices. Continually assesses business practices to achieve
15 efficiency.
- 16 2. Prepares annually, a budget and submits it to the Board for approval. Presents approved budget
17 to the appropriate local funding body for adoption.
- 18 3. Makes appropriate written reports for the Board detailing all receipts and expenditures of the
19 public school funds and submits them to the local funding body.
- 20 4. Ensures that funds are spent prudently by providing adequate control and accounting of the
21 district's financial and physical resources.

22 **Personnel Administration**

- 23 1. Establish lines of authority which shall be approved by the Board and shown on the system or-
24 ganization chart. Lines of authority shall not restrict the practical working relationships of all
25 staff members at all levels.
- 26 2. Employs such personnel as may be necessary within the limits of budgetary provisions and
27 recommends to the Board teachers who are eligible for tenure.
- 28 3. Develops recruitment procedures to assure well-qualified applicants for professional and non-
29 professional positions.
- 30 4. Assigns and transfers employees as the interest of the district may dictate and reports such action
31 to the Board for information and record.
- 32 5. Holds meetings of teachers and other employees as necessary for the discussion of matters
33 concerning the welfare and improvement of the schools.

- 1 6. Communicates directly or through delegation all actions of the Board relating to personnel
2 matters to all and receives from employees' communications to be made to the Board.
- 3 7. Evaluates principals annually.
- 4 8. Informs the Office of Educator Licensing of licensed educators or educators who have a
5 temporary teaching permit who have been suspended or dismissed, who have resigned,
6 following allegations of conduct, including sexual misconduct, which, if substantiated, would
7 warrant consideration for license suspension or revocation, or who have been convicted of a
8 felony. The report shall be submitted within thirty (30) days of the suspension, dismissal, or
9 resignation or of receiving knowledge of the felony conviction.²

10 **Instructional Leadership**

- 11 1. Serves as the chief school executive. Ensures the development and maintenance of a positive
12 educational program designed to meet the needs of the community and to carry out the policies
13 of the Board. Ensures that a system of thorough and efficient education, as defined by state law,
14 is available to all students.
- 15 2. Recommends to the Board for its adoption all courses of study, curriculum guides, and major
16 changes in tests and time schedules to be used in the schools.
- 17 3. Oversees the timely revisions of all curriculum guides and courses of study.
- 18 4. Develops guidelines and direction for monitoring the effectiveness of existing and new pro-
19 grams.
- 20 5. Conducts a periodic audit of the total school program and advises the Board of recommendations
21 or the educational advancement of the schools.
- 22 6. Seeks out available sources for grant funding to support programs and projects.
- 23 7. Ensures that the goals of the school system are adequately reflected in its educational program
24 and operations.

25 **Community/Public Relations**

- 26 1. Promotes community support of the schools. Interprets district programs and services, reports
27 plans, events and activities of interest and solicits community opinions regarding school and
28 educational issues.
- 29 2. Identifies available community resources and links to social service agencies that support
30 education and healthy child development.
- 31 3. Develops strategies to promote parental involvement in their children's education and provides
32 opportunities for parent-teacher interaction.
- 33 4. Maintains contact and good relations with local media. Acts as the Board's spokesperson.

1 5. Ensures that the district interests will be represented in meetings and activities of municipal and
2 other governmental agencies.

3 6. Represents the school system and its interests in community organizations, activities, and
4 projects.

5 **TERMS OF EMPLOYMENT:** Serves in accordance with the terms of the contract between the board
6 and the director of schools. Salary to be determined by the Board.

7 **EVALUATION:** Performance of this job will be evaluated in accordance with provisions of state law
8 and the board's policy on evaluation of the Director of Schools.

9 **GENERAL REQUIREMENTS:** The above statements are intended to describe the general nature and
10 level of work being performed by the person assigned to this position. They are not intended to be a
11 complete list of responsibilities, duties, and skills required of personnel so assigned.

Legal References

1. TCA 49-2-301
2. TRR/MS 0520-02-03-.09(2); Public Acts of 2018,
Chapter No. 935

Cross References

- Executive Committee 1.301
- Administrative Procedures 1.601
- Administrative Committees 1.602
- Administrative Reports 1.603

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: <h2 style="margin: 0;">Attendance</h2>	Descriptor Code: 6.200	Issued Date: Click here to enter a date.
		Rescinds: 6.200	Issued: 11/9/19 08/22/18 06/28/18 09/08/15 02/10/15 07/07/14

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

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

- 5 1. All accounting and reporting procedures and their dissemination;
- 6
- 7 2. Alternative program options for students who severely fail to meet minimum attendance
- 8 requirements;
- 9
- 10 3. Ensuring that all school age children attend school;
- 11
- 12 4. Providing documentation of enrollment status upon request for students applying for new or
- 13 reinstatement of driver's permit or license; and
- 14
- 15 5. Notifying the Department of Safety whenever a student with a driver's permit or license
- 16 withdraws from school.²

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

20 Absences shall be classified as either excused or unexcused as determined by the principal or his/her
 21 designee. Excused absences shall include:⁴

- 22 1. Personal illness/injury;
- 23
- 24 2. Illness of immediate family member;
- 25
- 26 3. Death in the family;
- 27
- 28 4. Extreme weather conditions;

- 1 5. Religious observances;⁵
- 2
- 3 6. Pregnancy;
- 4
- 5 7. School endorsed activities
- 6
- 7 8. Summons, subpoena, or court order; or
- 8
- 9 9. Circumstances which in the judgment of the principal create emergencies over which the
- 10 student has no control.
- 11

12 The principal shall be responsible for ensuring that:⁶

- 13
- 14 1. Attendance is checked and reported daily for each class;
- 15
- 16 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent for
- 17 the majority of the day;
- 18
- 19 3. All student absences are verified;
- 20
- 21 4. Written excuses are submitted for absences and tardiness;
- 22
- 23 5. System-wide procedures for accounting and reporting are followed.
- 24

25 **TRUANCY**

26 *General*

27 Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that
28 attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled
29 school day in order to be counted present. Students may attend part-time days, alternating days, or for a
30 specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be
31 considered present for school attendance purposes.⁶ If a student is required to participate in a remedial
32 instruction program outside of the regular school day where there is no cost to the parent(s)/guardian(s)
33 and the school system provides transportation, unexcused absences from these programs shall be
34 reported in the same manner.⁷

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

1 *Progressive Truancy Intervention Plan*⁸

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

4 **Tier I**

5 Tier I of the progressive truancy plan shall apply to all students within the district and include schoolwide
6 prevention-oriented supports to assist with satisfactory attendance. These supports shall include, but are
7 not limited to, providing parents and students information and guidance on the value of student
8 attendance; providing student with various incentives for good attendance; providing parents with
9 regular notification of their student's attendance.

10 ~~Tier I of the progressive truancy intervention plan shall include the following:~~

- 11 ~~1. A conference with the student and the student's parent(s)/guardian(s);~~
12
13 ~~2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s),~~
14 ~~and an attendance supervisor or designee. The contract shall include:~~
15
16 ~~a. A specific description of the school's attendance expectations for the student;~~
17 ~~b. The period for which the contract is effective; and~~
18 ~~c. Penalties for additional absences and alleged school offenses, including additional~~
19 ~~disciplinary action and potential referral to juvenile court; and~~
20
21 ~~3. Regularly scheduled follow-up meetings to discuss the student's progress.~~

22 **Tier II**

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

- 25 1. A conference with the student and the student's parent(s)/guardian(s);
26
27 2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s),
28 and the Attendance Supervisor/designee. The contract shall include:
29
30 a. A specific description of the school's attendance expectations for the student;
31 b. The period for which the contract is effective; and
32 c. Penalties for additional absences and alleged school offenses, including additional
33 disciplinary action and potential referral to juvenile court.
34
35 3. Regularly scheduled follow-up meetings to discuss the student's progress; and
36
37 4. A school/district employee shall conduct an individualized assessment detailing the reasons a
38 student has been absent from school. The employee may refer the student to counseling,
39 community-based services, or other services to address the student's attendance problems.

1 ~~If a student accumulates additional unexcused absences in violation of the attendance contract in Tier I,~~
2 ~~the student will be subject to Tier II.~~

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

6 **Tier III**

7 **Tier III shall be implemented if the truancy interventions under Tier II are unsuccessful. Tier III may**
8 **consist of the following interventions: school-based community services; participation in a school-based**
9 **restorative justice program; Saturday or after-school courses designed to improve attendance and**
10 **behavior; A district level attendance review conference with the student and/or the student's**
11 **parent(s)/guardian(s). The interventions shall address students' needs in an age-appropriate manner.**
12 **Finalized plans shall be approved by the Director of Schools/designee.**

13 ~~This tier shall be implemented if the truancy interventions under Tier II are unsuccessful.~~
14 ~~Under this tier, the district attendance supervisor will schedule an attendance review conference with the~~
15 ~~student and/or the student's parent(s)/guardian(s). The interventions shall address student needs in an~~
16 ~~age-appropriate manner.~~

17 **CREDIT/PROMOTION DENIAL**

18 Credit/promotion denial determinations may include student attendance, however, student attendance
19 may not be the sole criterion.¹¹ However, if attendance is a factor, prior to credit/promotion denial, the
20 following shall occur:

- 21 1. Parents and students shall be advised if a student is in danger of credit/promotion denial due to
22 excessive absenteeism.
- 23 2. Procedures in due process are available to the student when credit or promotion is denied.

24 **NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY⁹**

25 A principal/designee may excuse a student to participate in non-school sponsored extracurricular
26 activities. The principal shall document the approval in writing and shall excuse no more than ten (10)
27 absences each school year. No later than seven (7) business days prior to the student's absence, the
28 student shall provide documentation to the school as proof of the student's participation along with a
29 written request for the excused absence from the student's parent/guardian. The request shall include the
30 following:

- 31 1. Student's name and personal identification number;
- 32 2. Student's grade;
- 33 3. The dates of the student's absence;
- 34 4. The reason for the student's absence; and
- 35 5. The signatures of the student and parent/guardian.

1 RELEASED TIME COURSE¹⁰

2 A principal/designee may excuse a student to attend a course in religious moral instruction for up to one
3 (1) class period per school day. Students shall not be excused during any class which requires an
4 examination for state or federal accountability purposes.

5 The student shall submit a written consent form signed by the student's parent/guardian prior to
6 participation in the released time course. The principal/designee shall document the approval in writing.
7 The student shall provide documentation to the principal/designee as proof of the student's participation
8 in the released time course.

9 The district shall not be responsible for transporting students to and from the place of instruction.

10 Upon submission of the student's transcript from the entity that provided the released time course, the
11 student may be awarded one-half (1/2) unit of elective credit.

12 The Director of Schools shall develop procedures with secular criteria for determining whether credit
13 shall be awarded.

14 STATE-MANDATED ASSESSMENT

15 Students who are absent the day of the scheduled EOC exams shall present a signed doctor's excuse or
16 have been given an excused release by the principal prior to testing to receive an excused absence.
17 Students who have excused absences will be allowed to take a make-up exam. Excused students will
18 receive an incomplete in the course until they have taken the EOC exam.

19 Students who have an unexcused absence shall receive a failing grade on the EOC exam which shall be
20 averaged into their final grade.

21 DRIVER'S LICENSE REVOCATION²

22 More than ten (10) consecutive or fifteen (15) reported unexcused absences by a student during any
23 semester renders a student ineligible to retain a driver's permit or license, or to obtain such if of age.

24 In order to qualify for reclaiming a driver's permit or license, the student must make a passing grade in
25 at least three (3) full unit subjects or their equivalency at the conclusion of a subsequent grading period.

26 ATTENDANCE HEARING¹²

27 Students with excessive (more than 5) unexcused absences or those in danger of credit/promotion denial
28 shall have the opportunity to appeal to an attendance hearing committee appointed by the principal. If
29 the student chooses to appeal, the student or their parent/guardian shall be provided written or actual
30 notice of the appeal hearing and shall be given the opportunity to address the committee. The committee
31 will conduct a hearing to determine if any extenuating circumstances exist or to determine if the student
32 has met attendance requirements that will allow his/her to pass the course or be promoted. Upon
33 notification of the attendance committee decision, the principal shall send written notification to the
34 director of schools/designee and the parent(s)/guardian(s) of the student of any action taken regarding

- 1 the excessive unexcused absences. The notification shall advise parents/guardian(s) of their right to
2 appeal such action within two (2) school days to the director of schools/designee.
- 3 The appeal shall be heard no later than ten (10) school days after the request for appeal is received.
- 4 Within five (5) school days of the director of schools/designee rendering a decision, the student's
5 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.
6 Following the review, the Board may affirm or overturn the decision of the director of
7 schools/designee. The action of the Board shall be final.
- 8 The director of schools/designee shall ensure that this policy is posted in each school building and
9 disseminated to all students, parents, teachers and administrative staff.

Legal References

1. TRR/MS 0520-01-03-.08(1)(a); TCA 49-6-3006
2. TCA 49-6-3017(c)
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(1)(c)
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3021
8. TCA 49-6-3007; TCA 49-6-3009
9. TCA 49-6-3022
10. TCA 49-2-130; Public Acts of 2019, Chapter No. 272
11. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
12. TRR/MS 0520-01-02-.17

Cross References

Extracurricular Activities 4.300
Interscholastic Athletics 4.301
Field Trips/Excursions/Competitions 4.302
Reporting Student Progress 4.601
Promotion and Retention 4.603
Recognition of Religious Beliefs, Customs, & Holidays 4.803
Voluntary Pre-K Attendance 6.2011
Students in Foster Care 6.505
Students from Military Families 6.506
Student Records 6.600

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Title IX & Sexual Harassment	Descriptor Code: 6.3041	Issued Date: Click here to enter a date.
		Rescinds:	Issued: 01/26/21

1 *General*

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

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

12 **TITLE IX COORDINATOR⁵**

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

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

17 ~~Title: Safe Schools Director~~ **Name: Mr. Eric Linsy, Student Services Supervisor**

18 **Mailing address:** 145 West Poplar Avenue, Collierville, TN 38017

19 **Phone number:** 901-861-7000

20 **Email:** ~~nkelley@colliervilleschools.org~~ **elinsy@colliervilleschools.org**

21 **DEFINITIONS⁴**

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

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

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

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

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

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

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

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

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

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

1 **GRIEVANCE PROCESS**

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

- 4 1. Promptly contact the complainant to discuss the availability of supportive measures;
- 5
- 6 2. Consider the complainant's wishes with respect to supportive measures;
- 7
- 8 3. Inform the complainant of the availability of supportive measures; and
- 9
- 10 4. Explain the process for filing a formal complaint.¹⁰

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

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

22 **Complaints**

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

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

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

- 30 1. Provide written notice of the allegations, and the grievance process to all known parties to give
31 the respondent time to prepare a response before an initial interview;
- 32
- 33 2. Inform the parties of the prohibition against making false statement or knowingly submitting
34 false information;
- 35
- 36 3. Inform the parties that they may have an advisor present during any subsequent meetings; and
- 37
- 38 4. Offer supportive measures in an equitable manner to both parties.

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

3 **Investigations**¹⁶

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

8 Once a complaint is received, the Title IX Coordinator shall initiate an investigation within forty-eight
9 (48) hours of receipt of the complaint. If an investigation is not initiated within forty-eight (48) hours,
10 the Title IX Coordinator shall document the reasons why the investigation was not initiated within the
11 required timeframe.

12 All investigations shall be completed within twenty (20) calendar days from the receipt of the initial
13 complaint. If the investigation is not complete within twenty (20) calendar days, the Title IX Coordinator
14 shall document the reasons why the investigation has not been completed.

15 All investigations shall:

- 16 1. Provide an equal opportunity for the parties to present witnesses and evidence;
17
- 18 2. Not restrict the ability of either party to discuss the allegations under investigation or gather
19 and present relevant evidence;
20
- 21 3. Refrain from requiring, allowing, relying upon, or otherwise using questions or evidence that
22 seek disclosure of information protected under a legally recognized privilege unless such
23 privilege has been waived;¹⁷
24
- 25 4. Provide the parties with the same opportunities to have others present during any grievance
26 proceeding;
27
- 28 5. Provide to parties whose participation is requested written notice of the date, time, location,
29 participants, and purpose of all investigative interviews, or other meetings, with sufficient time
30 for the party to prepare to participate;
31
- 32 6. Provide both parties an equal opportunity to inspect and review any evidence directly related to
33 the allegations in the formal complaint; and
34
- 35 7. Result in the creation of an investigative report that fairly summarizes relevant evidence.
36
 - 37 a. Prior to the completion of the investigative report, the investigator shall send to each
38 party the evidence subject to inspection and review. All parties shall have at least ten
39 (10) days to submit a written response which shall be taken into consideration in
40 creating the final report.

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

6 **Determination of Responsibility**¹⁹

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

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

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

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

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

21 **APPEALS**²²

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

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

- 28 1. Notify the Director of Schools within five (5) days of receipt of the appeal; and
- 29 2. Notify the parties in writing.

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

35

1 RETALIATION¹²³

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

Legal References

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

Cross References

- Section 504 and ADA Grievance Procedures 1.802
 Discrimination/Harassment of Employees (Sexual, Racial,
 Ethnic, Religious) 5.500
 Complaints and Grievances 5.501
 Staff-Student Relations 5.610
 Code of Conduct 6.300
 Student Discrimination, Harassment, Bullying, Cyber-
 bullying, and Intimidation 6.304
 Student Concerns 6.305
 Reporting Child Abuse 6.409

Collierville Schools Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Code of Conduct	Descriptor Code: 6.313	Issued Date: Click here to enter a date.
		Rescinds: 6.313	Issued: 09/24/19 04/12/16 05/13/14

1 The Board delegates to the Director of Schools the responsibility of developing specific codes of conduct
2 which are appropriate for each level of school. Codes of conduct for students in pre-kindergarten or
3 kindergarten shall utilize alternative disciplinary practices such as restorative practices, RTI²B, multi-
4 tiered system of supports, behavior intervention plans. Exclusionary discipline shall only be used as a
5 measure of last resort. The development of each code shall involve principals and staff members of each
6 level and shall be consistent with the relevant policies as adopted by the Board.¹

7 The following levels of misbehavior and disciplinary procedures and options are standards designed to
8 protect all members of the educational community in the exercise of their rights and duties and to
9 maintain a safe learning environment where orderly learning is possible and encouraged.² These
10 misbehaviors apply to student conduct on school buses, on school property, and while students are on
11 school-sponsored outings. Staff members shall ensure that disciplinary measures are implemented in a
12 manner that:³

- 13 1. Balances accountability with an understanding of traumatic behavior;
- 14 2. Teaches school and classroom rules while reinforcing that violent or abusive behavior is not
15 allowed at school;
- 16 3. Minimizes disruptions to education with an emphasis on positive behavioral supports and
17 behavioral intervention plans;
- 18 4. Creates consistent rules and consequences; and
- 19 5. Models respectful, non-violent relationships.

20 In order to ensure that these goals are accomplished, the school district shall utilize the following trauma-
21 informed discipline practices: restorative practices, RTI²B, multi-tiered system of supports, behavior
22 intervention plans.

23 **MISBEHAVIORS: LEVEL I**

24 This level includes minor misbehavior on the part of the student which impedes orderly classroom
25 guidelines or interferes with the orderly operation of the school, but which can usually be handled by
26 an individual staff member.

27

28 *Examples (not an exclusive listing)*

- 29 • Classroom disturbances

- 1 • Classroom tardiness
- 2 • Cheating and lying
- 3 • Abusive language
- 4 • Failure to do assignments or carry out directions
- 5 • Wearing, while on the grounds of a public school during the regular school day,
- 6 clothing that exposes underwear or body parts in an indecent manner that disrupts the
- 7 learning environment⁴

8 *Disciplinary Procedures (not an exclusive listing)*

- 9 • The staff member intervenes immediately.
- 10 • The staff member determines what offense was committed and its severity.
- 11 • The staff member determines who committed the offense and if he/she understands the
- 12 nature of the offense.
- 13 • The staff member employs appropriate disciplinary options.
- 14 • The record of the offense and disciplinary action shall be maintained by the staff
- 15 member.
- 16 • Referral to school administration

17 *Disciplinary Options (not an exclusive listing)*

- 18 • Verbal reprimand
- 19 • Special assignment
- 20 • Restricting activities
- 21 • Counseling
- 22 • Withdrawal of privileges
- 23 • Strict supervised study
- 24 • Detention
- 25 • In-school suspension
- 26 • The parent(s)/guardian(s) are notified.
- 27 • Conference with parent(s)/guardian(s) and student.
- 28 • Refer the concern to the child's IEP team if appropriate.
- 29 • Restorative practices, RTI²B, multi-tiered system of support, behavior intervention
- 30 plans

31

32

33 **MISBEHAVIORS: LEVEL II**

34 This level includes misbehavior whose frequency or seriousness tends to disrupt the learning climate of
 35 the school. These misbehaviors do not represent a direct threat to the health and safety of others but
 36 have educational consequences serious enough to require corrective action on the part of
 37 administrative personnel.

38 *Examples (not an exclusive listing)*

- 39 • Continuation of unmodified Level I misbehaviors

- 1 • Using forged notes or excuses
- 2 • Disruptive classroom behavior

3 *Disciplinary Procedures (not an exclusive listing)*

- 4 • The student is referred to the principal/designee for appropriate disciplinary action.
- 5 • The principal/designee meets with the student and the staff member.
- 6 • The principal/designee hears the accusation made by the staff member and allows the
- 7 student the opportunity to explain his/her conduct.
- 8 • The principal/designee takes appropriate disciplinary action and notifies the staff
- 9 member of the action.
- 10 • The record of offense and disciplinary action shall be maintained by the
- 11 principal/designee.

12 *Disciplinary Options (not an exclusive listing)*

- 13 • Teacher/schedule change
- 14 • Counseling
- 15 • Referral to outside agency
- 16 • In-school suspension
- 17 • Transfer
- 18 • Detention
- 19 • Suspension from school-sponsored activities or from riding school bus
- 20 • Out-of-school suspension
- 21 • The parent(s)/guardian(s) are notified.
- 22 • Administrative conference with parent(s)/guardian(s) and student.
- 23 • Refer the concern to the child's IEP team if appropriate.
- 24 • Restorative practices, RTI²B, multi-tiered system of support, behavior intervention
- 25 plans

26 **MISBEHAVIORS: LEVEL III**

27 This level includes acts directly against persons or property but whose consequences do not seriously
28 endanger the health or safety of others in the school.

29 *Examples (not an exclusive listing)*

- 30 • Continuation of unmodified Level I and II misbehaviors
- 31 • Fighting
- 32 • Vandalism (minor)
- 33 • Use, possession, sale, distribution, and/or being under the influence of tobacco or
- 34 alcohol
- 35 • Use, possession, sale, or distribution of drug paraphernalia
- 36 • Stealing
- 37 • Verbal, written, or electronic threats to others

- Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying, cyber-bullying, and/or hazing)

Disciplinary Procedures (not an exclusive listing)

- The student is referred to the principal/designee for appropriate disciplinary action.
- The principal/designee meets with the student and the staff member.
- The principal/designee hears the accusation and allows the student the opportunity to explain his/her conduct.
- The principal/designee takes appropriate disciplinary action.
- The record of offense and disciplinary action shall be maintained by the principal/designee.

Disciplinary Options (not an exclusive listing)

- In-school suspension
- Detention
- Counseling
- Restitution from loss, damage, or stolen property
- Out-of-school suspension
- Transfer
- The parent(s)/guardian(s) are notified.
- Administrative conference with parent(s)/guardian(s) and student.
- Refer the concern to the child's IEP team if appropriate.
- Restorative practices, RTI²B, multi-tiered system of support, behavior intervention plans

MISBEHAVIORS: LEVEL IV

This level of misbehavior includes acts which result in violence to another's person or property or which pose a threat to the safety of others in the school. These acts are so serious that they usually require administrative actions which result in the immediate removal of the student from the school, the intervention of law enforcement authorities, and/or action by the Board.

If a student's action poses a threat to the safety of others in the school, a teacher, principal, school employee, or school bus driver may use reasonable force when necessary to prevent bodily harm or death to another person.⁵

Examples (not an exclusive listing)

- Continuation of unmodified Level I, II, and III misbehaviors
- Death threat
- Extortion
- Bomb threat
- Possession, use, and/or transfer of dangerous weapons

- 1 • Assault that results in bodily injury upon any teacher, principal, administrator, any other
- 2 employee of the school, or a school resource officer*
- 3 • Aggravated assault*
- 4 • Vandalism
- 5 • Theft, possession, and/or sale of stolen property
- 6 • Arson
- 7 • Possession of unauthorized substances (e.g. any controlled substance, controlled
- 8 substance analogue, or legend drug)*
- 9 • Use or transfer of unauthorized substances
- 10 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 11 cyber-bullying, and/or hazing)
- 12 • Electronic threat to cause bodily injury or death to another student or school employee

13 *Disciplinary Procedures (not an exclusive listing)*

- 14 • The principal/designee confers with appropriate staff members and with the student.
- 15 • The principal/designee hears the accusations and allows the student the opportunity to
- 16 explain his/her conduct.
- 17 • The parent(s)/guardian(s) are notified.
- 18 • Law enforcement officials are contacted.
- 19 • Counseling
- 20 • Refer the concern to the child's IEP team if appropriate.
- 21 • The incident is reported, and recommendations are made to the Principal.

22 *Disciplinary Options (not an exclusive listing)*

- 23 • Out of school suspension
- 24 • Restorative practices, RTI²B, multi-tiered system of support, behavior intervention
- 25 plans

26 * Designates zero tolerance offenses.

27 ~~Category A—State Zero Tolerance Offenses~~

- 28 ~~1. Aggravated Assault resulting in serious bodily injury upon any teacher, principal,~~
- 29 ~~administrator, school resource officer, or any other school employee;~~
- 30 ~~2. Unlawful possession, sale or evidence of use of drugs/narcotics at school or at a school-~~
- 31 ~~sponsored activity;~~
- 32 ~~3. Unauthorized possession of a firearm on school property or at a school sponsored-~~
- 33 ~~activity.~~

34 Penalty for Category A Offenses:

- 35 • ~~Expulsion/Suspension for 180~~

~~1 Notification will be made to law enforcement authorities. Any modification of this penalty can
2 only be made by the Superintendent.~~

~~3 Category B~~

- ~~4 1. Possession of a knife or any potentially lethal weapon, Taser, or explosive on
5 school property or at a school-sponsored activity;~~
- ~~6 2. Evidence of drinking or possession of alcoholic beverage in school or at a
7 school-sponsored activity;~~
- ~~8 3. Off-campus criminal behavior resulting in a felony charge, when the behavior
9 poses a danger to persons or property or disrupts the educational process;~~
- ~~10 4. Gang activities—Activity that is threatening and/or intimidating, harassing in
11 nature or recruiting; gang notebooks with gang pledges, codes and symbols that
12 are used in communication such as threats and warnings and recruiting; gang
13 related fights; and all types of violent acts; gang graffiti especially drawn on
14 school property (bathrooms, lockers and hall walls); electronic devices such as
15 cell phones with recognized gang text, with gang symbols, signs and language
16 that is threatening and or intimidating;~~
- ~~17 5. Evidence of use or possession of drug paraphernalia, substances for huffing, any
18 substance under guise of it being a controlled substance or prescription drug,
19 and/or medical preparations without proper medical authorization.~~
- ~~20 6. Possession, use or distribution of counterfeit money on school property or at any
21 school-sponsored activity.~~
- ~~22 7. Assault upon any student, teacher, principal, administrator, school resource
23 officer, or any other school employee.~~
- ~~24 8. Continuous and/or severe Category C Offenses.~~

~~25 Penalty for Category B Offenses:~~

- ~~26 • Out of School Suspension~~
- ~~27 • Expulsion (11-180 days)~~
- ~~28 • Restorative practices, RTI²B, multi-tiered system of supports, behavior intervention
29 plans.~~

~~30 When appropriate notification will be made to law enforcement authorities. Modification of
31 this penalty can be made by the Superintendent or the Disciplinary Hearing Authority.~~

~~32 Category C~~

- ~~33 1. Threatening bodily harm to school personnel, including transmitting by an
34 electronic device any communication containing a credible threat to cause
35 bodily injury or death to a school employee and the transmission of such threat
36 creates actual disruptive activity at the school that requires administrative
37 intervention;⁵~~

- ~~2. Making a threat, including a false report, to use a bomb, dynamite, any other deadly explosive or destructive device, including chemical weapons, on school property or at a school-sponsored event;~~
- ~~3. Smoking and/or the possession of tobacco products by students while in or on school, properties or under school's jurisdiction during school hours or while participating in a school-sponsored event. This also includes electronic cigarettes and/or vapors;~~
- ~~4. Gang activities — any gang-related activity not specified in Category B;~~
- ~~5. One (1) or more students initiating a physical attack or an individual student on school property or at a school-sponsored activity;~~
- ~~6. Malicious destruction of or damage to school property, including electronic media, or the property of any person attending or assigned to the school;~~
- ~~7. Stealing or misappropriation of school or personal property (regardless of intent to return);~~
- ~~8. Immoral or disreputable conduct~~
- ~~9. Continuous and/or severe Category D Offenses~~

~~Penalty for Category C Offenses:~~

- ~~• In-School Suspension~~
- ~~• Out-of-School Suspension~~
- ~~• Restorative practices, RTI²B, multi-tiered system of supports, behavior intervention plans.~~

~~When appropriate, notification will be made to law enforcement authorities.~~

Category D

- ~~1. Open or continued defiant attitude or willful disobedience toward a member of school staff;~~
- ~~2. Vulgar, profane, immoral/disreputable or rude remarks or non-verbal action to staff member or fellow student;~~
- ~~3. Physical or verbal intimidation or threats to other students, including hazing;~~
- ~~4. Threatening bodily harm to another student, including transmitting by an electronic device any communication containing a credible threat to cause bodily injury or death to a student and the transmission of such threat creates actual disruptive activity at the school that requires administrative intervention;⁵~~
- ~~5. Fighting in or on school property unless, in accordance with state law, the principal recommends no disciplinary action for a student who is deemed to have acted in self-defense or defense of another;~~
- ~~6. Possession of mace or disabling sprays;~~
- ~~7. Inappropriate use of electronic media, including, but not limited to, all calls (land line, cellular or computer generated), instant messaging, text messaging, audio recording devices, iPods, MP3s or any type of electronic music or entertainment device, and cameras and camera phones;~~
- ~~8. Sexual, racial, ethnic, or religious harassment/discrimination;~~

- 1 ~~9. Bullying, intimidation, and harassment~~
 2 ~~10. Refusal to produce an object identified by metal detectors;~~
 3 ~~11. Inciting, advising or counseling of others to engage in any acts in Categories A, B, or C;~~
 4 ~~and~~
 5 ~~12. Continuous and/or severe Category E Offenses~~

6 Penalty for Category D Offenses:

- 7 ~~• Parent-Principal Conference~~
 8 ~~• Before/After School Detention/Saturday School~~
 9 ~~• In-School Suspension~~
 10 ~~• Out of School Suspension~~
 11 ~~• Restorative practices, RTI²B, multi-tiered system of supports, behavior intervention~~
 12 ~~plans.~~

13 **Category E**

- 14 ~~1. Habitual and/or excessive tardiness;~~
 15 ~~2. Class cutting;~~
 16 ~~3. Intentional disturbance of class, cafeteria or school activities;~~
 17 ~~4. Leaving school grounds without permission;~~
 18 ~~5. Being in an unauthorized area with permission;~~
 19 ~~6. Tampering with grades or report cards;~~
 20 ~~7. Possession of lighters or matches;~~
 21 ~~8. Unauthorized use of beepers, cellular phones or other electronic communication~~
 22 ~~devices during school hours.~~
 23 ~~9. Inciting, advising or counseling others to engage in any acts in Category D;~~
 24 ~~10. Dress code violation, including wearing, while on school grounds during the~~
 25 ~~regular school day, clothing that exposes underwear or body parts in an indecent~~
 26 ~~manner that disrupts the learning environment.⁴~~

27 Penalty for Category E Offenses:

- 28 ~~• Parent-Principal Conference~~
 29 ~~• Before/After School Detention/Saturday School~~
 30 ~~• In-School Suspension~~
 31 ~~• Restorative practices, RTI²B, multi-tiered system of supports, behavior intervention~~
 32 ~~plans.~~

33 **ADDITIONAL GUIDELINES**

- 34 1. A student shall not be suspended solely because charges are pending against
 35 him/her in juvenile or other court.
 36 2. A principal shall not impose successive short term suspensions that cumulatively
 37 exceed ten (10) days for the same offense.

- 1 3. A teacher or other school official shall not reduce or authorize the reduction of a
 2 student's grade because of discipline problems except in department or
 3 citizenship.
- 4 ~~4. A student shall not be denied the passing of a course or grade promotion solely~~
 5 ~~on the basis of absences except as provided by board policy.~~
- 6 ~~5. A student shall not be denied the passing of a course or grade promotion solely~~
 7 ~~on the basis of failure to:~~
- 8 ~~a. pay any activity fee;~~
 9 ~~b. pay a library or other school fine; or~~
 10 ~~c. make restitution for lost or damaged school property.~~

 Legal References

1. TCA 49-6-4005; TCA 49-6-3024
2. TCA 49-6-4002 to 4005; 20 USCA § 7114, 7118
3. Public Acts of 2019, Chapter No. 421
4. TCA 49-6-4009
5. TCA 49-6-4008

 Cross References

Traffic and Parking Controls 3.403
 Procedural Due Process 6.302
 Student Discrimination, Harassment, Bullying,
 Cyber-bullying, and Intimidation 6.304
 Bus Safety and Conduct 6.308
 Zero Tolerance Offenses 6.309
 Dress Code 6.310
 Detention 6.315
 Suspension 6.316
 Safe Relocation of Students 6.4081