

GREENEVILLE CITY BOARD OF EDUCATION

AGENDA

Date of Meeting: December 15, 2022

Time: 5:00 PM

Location: Professional Development Center at the Kathryn W. Leonard
Administrative Office

- I. **Call to Order**
- II. **Recognition of Visitors**
- III. **Special Recognitions** (10 minutes)
 - Recognition of Tusculum View Elementary, Four-time National Blue Ribbon School
 - Recognition of Annika Vines, 10th Place in Tennessee, Algebra I, Tennessee Math Teachers Association (TMTA)
- IV. **Approval of Agenda**
- V. **Consent Agenda** (5 minutes)
 - A. Consideration of Approving Minutes of October 27, 2022, Board Meeting
 - B. Consideration of Accepting Personnel Report
 - C. Consideration of Approving Board Policy Revisions (2nd Reading)
 - D. Consideration of Approving Board Policy Revisions - No Changes (1st Reading)
 - E. Consideration of Approving Disposal of Surplus (Nutrition, Under \$500)
 - F. Consideration of Approving Participation in the James L. Richardson "Driver Training" Matching Grant from Public Entity Partners
 - G. Consideration of Approving Math Textbook Adoption Committee Members
 - H. Consideration of Approving Fiscal Year 2023 Federal Projects Budget Amendment #1

VI. **Action Items**

- A. Consideration of Accepting Financial Statements (5 minutes)
- B. Consideration of Approving Board Policy Revisions - 1st Reading (5 minutes)
- C. Consideration of Approving Scrap Bus Donation to Greeneville Emergency and Rescue Squad (5 minutes)
- D. Consideration of Approving School Bus Purchase (5 minutes)

VII. **Director's Report** (5 minutes)

VIII. **Adjournment**

**OFFICIAL MINUTES OF THE
GREENEVILLE CITY BOARD OF EDUCATION
OCTOBER 27, 2022**

The Greeneville City Board of Education met in regular session on Thursday, October 27, 2022, at the Greene Technology Center. Members in attendance were Chair Cindy Luttrell, Vice-Chair Dr. Craig Shepherd, Treasurer Josh Quillen, Pamela Botta, and student representative Asher Rogers. Crystal Hirschy was absent. Others in attendance included Steve Starnes, Director of Schools; several administrative personnel; and media representatives. Chair Luttrell called the meeting to order and welcomed all in attendance.

BUSINESS TRANSACTED

Approval of Agenda

The Board unanimously approved the Agenda on a motion from Shepherd and second from Botta.

Consent Agenda

- A. Consideration of Approving September 27, 2022, Board Meeting Minutes**
Minutes of the September 27, 2022, Board meeting were unanimously approved as presented. A copy is on file in the Director of Schools' office.
- B. Consideration of Accepting Personnel Report**
Board approval was unanimous for acceptance of the changes in personnel since the September 2022 report. A copy of the report is attached to the minutes.
- C. Consideration of Approving Board Policy Revisions 2nd Reading**
Board approval was unanimous on 2nd reading for the following policies. During routine review, it was determined that no changes were required in the following policies:
- Board Operations – Steve Starnes
- No Changes Policy 1.602 Administrative Committees**
No Changes Policy 1.700 School District Goals
No Changes Policy 1.701 School District Planning
No Changes Policy 1.703 School Attendance Zones
- Fiscal Management – Ellen Lipe
- No Changes Policy 2.401 Gifts and Bequests**
No Changes Policy 2.402 Investment Earnings
- Support Services – Beverly Miller
- No Changes Policy 3.208 Facilities Planning**
No Changes Policy 3.209 Estimating Facility Costs
No Changes Policy 3.210 Naming Facilities
- Instruction – Dr. Suzanne Bryant

No Changes Policy 4.300 Extracurricular Activities
No Changes Policy 4.404 Use of Copyrighted Materials

Personnel – Melissa Batson

No Changes Policy 5.114 Personnel Records
No Changes Policy 5.115 Assignment / Transfer
No Changes Policy 5.116 Staff Positions
No Changes Policy 5.1141 Teacher Effect Data
No Changes Policy 5.1151 Telework During Emergencies

Students – Jeff Townsley

No Changes Policy 6.302 Procedural Due Process
No Changes Policy 6.303 Interrogations and Searches
No Changes Policy 6.3031 Use of Metal Detectors
No Changes Policy 6.304 Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation
No Changes Policy 6.3041 Title IX & Sexual Harassment
No Changes Policy 6.306 Interference/Disruption of School Activities

In addition, revisions are recommended to the following policies:

Board Operations – Steve Starnes

Revised Policy 1.603 Administrative Reports
During routine review, it was determined that this policy needed to be updated to reflect the current language and practice.

Fiscal Management – Ellen Lipe

Revised Policy 2.601 Fundraising Activities
During routine review, it was determined that this policy needed to be updated to reflect the current language and practice.

Students – Jeff Townsley

Revised Policy 6.300 Code of Behavior and Discipline Procedures
During routine review, it was determined that this policy needed to be updated to reflect the current language and practice.

Revised Policy 6.301 Rights and Responsibilities
During routine review, it was determined that this policy needed to be updated to reflect the current language and practice.

Revised Policy 6.305 Student Concerns
During routine review, it was determined that this policy needed to be updated to reflect the current language and practice.

Copies of these policies are attached to the minutes.

D. Consideration of Approving Board Policy Review, No Changes (1st Reading)

Board approval was unanimous on 1st reading for no changes to the following policies:

Board Operations – Steve Starnes

No Changes Policy 1.800 School Calendar
No Changes Policy 1.801 School Day
No Changes Policy 1.802 Section 504 and ADA Grievance Procedures
No Changes Policy 1.803 Tobacco-Free Schools
No Changes Policy 1.804 Alcohol & Drugs in the Workplace
No Changes Policy 1.8011 Emergency Closings

Fiscal Management – Ellen Lipe

No Changes Policy 2.700 Accounting System

Support Services – Beverly Miller

No Changes Policy 3.211 New Project Planning

No Changes Policy 3.212 District Water Testing

No Changes Policy 3.218 Service Animals in District Facilities

Instruction – Dr. Suzanne Bryant

No Changes Policy 4.201 Class Size Ratios

No Changes Policy 4.800 Controversial Issues

Personnel – Melissa Batson

No Changes Policy 5.117 Procedure for Granting Tenure

No Changes Policy 5.118 Transitional Duty

No Changes Policy 5.119 Background Investigations

No Changes Policy 5.200 Separation Practices for Tenured Teachers

No Changes Policy 5.201 Separation Practices for Non-Tenured Teachers

Students – Jeff Townsley

No Changes Policy 6.309 Zero Tolerance Offenses

No Changes Policy 6.310 Dress Code

No Changes Policy 6.3071 Student Alcohol and Drug Testing

E. Consideration of Approving Disposal of Surplus (IT, Nutrition, Under \$500)

GCS Board Policy 2.403 gives the Greeneville Board of Education the authority to declare district property that is no longer useful nor necessary as surplus and to authorize the disposal of such equipment, books, or materials. The Board unanimously approved the disposal of surplus IT, nutrition, and surplus less than \$500.

F. Consideration of Approving Report on Compliance, School Approval Process

The report of school system compliance is one document used by the state in the approval process. The listing in this report is not an all-inclusive listing of approval standards. However, it is a good indicator of how a school system is doing in the approval process. Some regulations are monitored through other data sources such as system calendar, teacher, student, and class information. All data sources are considered in the approval process. The report of school system compliance is based on statutory and State Board of Education *Rules, Regulations, and Minimum Standards*. The report is one component of the school approval process and is basically a compliance assurance statement. Listings in the School System/School Compliance report have been examined and it has been determined that the Greeneville City School System is in compliance with all rules, regulations, and minimum standards. The Board unanimously approved the Report of Compliance, School Approval Process.

G. Consideration of Approving Surety Bond for Board Treasurer and Chair

During the September 2022 Board of Education meeting, the Board elected a Treasurer to serve during the ensuing school year, and according to state law, the Treasurer must be bonded to be a signatory. The Board Chair is bonded in addition to the Treasurer to

serve as an alternate signatory in the event the Board Treasurer is unable to perform his or her duties. Securing the Treasurer and Chair surety bonds requires that the Board of Education officially approve the elected Treasurer and Chair for bonding and such action be recorded in the minutes. Funds used to pay for the surety bond are included in the 2022-2023 Budget. The total cost is \$2,239. Board approval was unanimous for the surety bond.

H. Consideration of Approving Sick Leave Bank Trustee

Both the Board of Education and the local teachers' association are required to appoint two trustees to the Sick Leave Bank. The Board unanimously approved the following individuals for appointment:

- Melissa Batson, who will serve the 1st year of a new 3-year term
- Ellen Lipe, who will serve the 2nd year of a 3-year term.
- Katie Smelcer, who will serve the 1st year of a new 3-year term.
- Cindy Monroe, who will serve the 2nd year of a 3-year term.
- As required by law, Steve Starnes, in his position as Director of Schools, serves as Chair.

I. Consideration of Approving FY23 ESSER 2.0 and FY23 ESSER 3.0 Funding Plans

In compliance with state and federal regulations, recipients of Elementary and Secondary School Emergency Relief (ESSER) funds are required to have board approval for FY23 ESSER 2.0 and FY23 ESSER 3.0 funding plans. The Board unanimously approved the FY23 ESSER 2.0 and FY23 ESSER 3.0 Funding Plans.

Action Items

J. Consideration of Accepting September 2022 Financial Statements

Chief Financial Officer Ellen Lipe presented the September 2022 financial statements to the Board for acceptance. Lipe stated that local revenue collected year-to-date through September is \$1,399,241, which is 16.9% of total budgeted projection. The amount collected year-to-date is \$211,037 more than during the same time period last year. This reflects an actual percentage change of 17.76% compared to last year. The district has 604 tuition students as of October 17, 2022. The Federal General-Purpose Financial Report showed that encumbrances comprise \$451,823 year-to-date. Board acceptance of the financial statements was unanimous on a motion from Shepherd and a second from Quillen. Copies of the financial statements are on file in the Chief Financial Officer's office.

K. Consideration of Approving Fiscal Year 2022-2023 Budget Amendment #1

Budget Amendments are made periodically throughout the year to reflect anticipated revenues, expenditures, timing of expenditures, and grant award allocations more accurately. This amendment accomplishes the following objectives:

- (1) Budgets Assigned Funds for Capital Projects Including:
 - GHS/GMS Landscape Renovation & Design \$9,500.00
 - HVAC Project \$ 47,220.00
 - Redundant Power Solution for GCS Data Center \$84,850.00
 - Asbestos Abatement \$7,500.00
 - Alarm System Replacement at HH \$12,356.00
 - Epic Communications System at HH \$76,452.00
 - HR Office Enclosure \$1,000.00
 - Avigilon Entry System- GHS Café \$3,475.00
 - Total \$242,353.00
- (2) Budgets Assigned Funds for Instruction Including:
 - Boxlight Systems at EV & TV \$ 17,649.00
 - Audio Enhancement Intercom System at HH \$4,049.00
 - Apple iPads \$6,735.00
 - Dell Latitude Student Devices- 423 Devices \$153,792.00
 - Total \$182,225.00
- (3) Budgets Assigned Funds for Other Purposes Including:
 - GHS Flooring Repairs- Rear Entrance \$1,965.00
 - 78 Passenger School Bus with Seat Belts \$106,844.00
 - Technology Professional Development \$1,078.00
 - Dell Precision 3260 Computer \$1,763.00
 - Raptor Twin Turbo 450 Badge Printer \$225.00
 - Total \$111,875.00
- (4) Project On Track iPads - Niswonger Foundation \$ 11,184.00
- (5) Town of Greeneville- CFO iPad \$ 1,067.00
- (6) Haffcke Family Fundraiser \$ 10,359.00
- (7) Project On Track Supply Allocations \$ 7,500.00
- (8) Eastman Credit Union Opening In-Service Donation \$ 1,750.00
- (9) Book Bus- Trinity United Methodist Church \$ 3,000.00
- (10) FSA Plan Refund- American Fidelity \$ 1,480.00
- (11) PEP Grant- Safety Glasses & High Voltage Gloves \$ 1,500.00
- (12) BEP- June Estimate Up \$12,000 \$ 12,000.00
- (13) GTC SRO Grant \$ 14,187.00
- (14) NIET Math Implementation Grant \$ 69,250.00
- (15) Budgets Additional Safety Grant Funding \$ 32,600.00

Board approval of the fiscal year 2023 budget amendment #1 was unanimous on a motion from Botta and a second from Quillen.

L. Consideration of Approving Board Policy Revisions - 1st Reading

Board approval was unanimous on 1st reading for revisions to the following policies on a motion from Shepherd and a second from Botta:

Revised Policy 2.500 Deposit of Funds

During routine review, it was determined that this policy needed to be updated to reflect the current language and practice.

Revised Policy 2.600 Bonded Employees

During routine review, it was determined that this policy needed to be updated to reflect the current language and practice.

Instructional Services – Dr. Suzanne Bryant

Revised Policy 4.801 Controversial Materials

During routine review, it was determined that this policy needed to be updated to reflect the current language and practice.

Personnel – Melissa Batson

Revised Policy 5.202 Separation Practices for Non-Certified Employees

During routine review, it was determined that this policy needed to be updated to reflect the current language and practice.

Students – Jeff Townsley

Revised Policy 6.307 Drug-Free Schools

During routine review, it was determined that this policy needed to be updated to reflect the current language and practice.

Revised Policy 6.308 Bus Safety and Conduct

During routine review, it was determined that this policy needed to be updated to reflect the current language and practice.

Revised Policy 6.311 Care of School Property

During routine review, it was determined that this policy needed to be updated to reflect the current language and practice.

These policies will be considered for approval on 2nd reading at the December 2022 Board meeting.

M. Consideration of Approving Request to Engage in Collaborative Conferencing from the Greeneville Education Association (GEA)

Heather Boegeman, GEA President, presented the request to engage in collaborative conferencing to the Board. GEA presented a petition with approximately 60% of all the eligible Greeneville City Schools professional employees to the Board. GEA's desired outcome of collaborative conferencing is a memorandum of understanding (MOU) which will assist in attracting and retaining highly qualified teachers.

Background information: In 2011, the Education Professional Negotiations Act was repealed, and it was replaced by the Professional Educators Collaborative Conferencing Act or "PECCA". TCA 49-5-601 through 49-5-609 outline the provisions of PECCA in TN State Law.

TCA 49-5-605 (b) (1) states; Upon the submission by fifteen percent (15%) or more of the professional employees in an LEA of a written request to conduct collaborative conferencing with a board of education between October 1 and November 1 of any year, the board of education shall appoint an equal number of its professional employees and board members to serve on a special question committee for the

purpose of conducting a confidential poll of all eligible professional employees as provided in subdivision (b)(2).

(b) (2)

(A) The confidential poll shall be by secret ballot and shall require the employee to respond to two (2) questions. The first question shall request the employee to respond “YES” or “NO” to the question:

Shall the professional employees of this LEA undertake collaborative conferencing with the board of education?

(B) If the employee responds “YES” to the first question, then the second question shall request that the employee indicate which organization the employee prefers to represent the employee in collaborative conferencing by checking the box related to one (1) of the professional employees' organizations having a presence in the LEA. The second question shall also include a box for the response of “unaffiliated”, if an employee does not have a preference as to a professional employees' organization. If the employee responds “NO” to the first question, then the second question shall request the employee to express a preference for one (1) of the professional employees' organizations. The second question shall also provide for a response of “unaffiliated”, if an employee does not have a preference of a professional employees' organization, or a response of “none of the above”, if the employee does not want to be represented in collaborative conferencing if such conferencing should occur.

The timetable for further review and action: **TCA 49-5-605 (b) (1)** Upon the submission by fifteen percent (15%) or more of the professional employees in an LEA of a written request to conduct collaborative conferencing with a board of education between October 1 and November 1 of any year, **the board of education shall appoint an equal number of its professional employees and board members to serve on a special question committee for the purpose of conducting a confidential poll of all eligible professional employees** as provided in subdivision (b)(2).

(c) Each professional employees' organization receiving fifteen percent (15%) or more of the responses shall select and appoint the appropriate number of persons to serve as representatives of the professional employees preferring that organization. **The board of education shall select and appoint its representatives. Representatives shall be appointed no later than December 1.**

Request that the Board authorize the Executive Committee to appoint the representatives for the “special question committee” and the Collaborative Conferencing Committee, since the Board is not scheduled to meet again until Thursday, December 8 which is after the deadline to appoint representatives for the Collaborative Conferencing committee.

Board approval was unanimous on a motion from Botta and a second from Quillen.

Director's Report – Steve Starnes, Director of Schools

Highlights of the report from Steve Starnes, Director of Schools, to the Board of Education include the following:

- Starnes congratulated Tusculum View Elementary School! They have been recognized as the newest 2022 Blue Ribbon School of Excellence Lighthouse School in the nation! Based on the Blue Ribbon Schools of Excellence (BRSE) national validated assessment process, Tusculum View Elementary School has met the required criteria in the nine performance areas (1. Student Focus and Support, 2. School Organization and Culture, 3. Challenging Standard and Curriculum, 4. Active Teaching and Learning, 5. Technology and Integration, 6. Professional Community, 7. Leadership and Education Vitality, 8. School, Family, Community Partnerships, and 9. Indicators of Success) of high performing schools required for this prestigious recognition award for a fourth time. Tusculum View is the only school in the nation to be recognized four times.
- GTC hosted a demonstration of a program called Rocket Drones at Greeneville High School. Representatives from several area school systems also attended. Rocket Drones is a drone racing league for grades 6-12 which is part of an eSports League. Rocket Drones allows students to immerse themselves in emerging drone technologies. Students engage with a wide scope of scientific concepts including the physics of flight and how it applies to drones. Students who are sixteen and over can take advantage of an online course to earn FAA drone pilot certification, opening an exciting and prolific career pipeline. Some of the professional opportunities include drone piloting, autonomous vehicle technician, aircraft mechanic, autonomous farming operations, autonomous crop spraying, unmanned maritime operations, remote operated submersibles, software engineer, unmanned maintenance technician, data analysts, autonomous lawn equipment tech, commercial pilot, unmanned search and rescue operations, drone technician, aerospace engineer, and many more.
- Greeneville City Schools has been awarded a Resilient School Communities Grant in the amount of \$163,000. This grant is for the 2022-23 school year and will allow the district to provide additional mental health supports, an additional assistant at the Alternative School, and extend the contract of the Alternative School Coordinator to provide training for district staff. Additionally, it will allow for a social worker, a behavior support specialist, and two additional mental health counselors through a partnership with Frontier, to address student mental health needs. Starnes Congratulated Shelia Newland and Jeannie Woolsey on this successful grant application.
- Starnes had a great visit with the Eastern States group to Nixa, Missouri on October 9-11, 2022. The group discussed the advantages of belonging to the Eastern States Consortium and the value we received from participating in the group. The group agreed the benefits of the group were sharing best practices, professional development, leadership development, learning new strategies, and visiting member districts to benchmark. The group discussed two additional ways in which they might engage further as a group which were identifying a problem of practice and developing a solution (white paper) and potentially hosting a conference for member districts and staff. Eastern States approved two new districts to join, Clinton City, MS and Lake Forest, IL, bringing the total number of districts to fourteen. During the site visit, the group toured Nixa High School, which is a Blue Ribbon School, a K-6 STEAM School (John Thomas School of Discovery), and Nixa Jr. High. The group was also able to network with each other and learn of the key initiatives each district was working on. It was a great learning experience. Starnes thanked the Board for allowing him to be a part of this high-performing and progressive group.
- Beverly Miller, Assistant Director for Administration, for recently being published in the nationally recognized Tech and Learning Magazine. She has also started writing a series of stories in the Greeneville Sun outlining ways we can stay safe online and protect our personally identifiable information. We appreciate Beverly sharing her wealth of knowledge.
- Starnes congratulated:
 - The GHS Lady Devils Volleyball team as they finished in the top six in the state at the recent TSSAA Class 2-A State Volleyball Championships.
 - The GHS Lady Devil Soccer team on their quarter-final victory over Dyersburg

in the TSSAA Class 2-A State Soccer Championships on Wednesday. They are competing in the semi-finals today against Page, the defending state champion.

- The GHS Greene Devils Football Team on being Region 1 4-A Champions and their second consecutive undefeated regular season.

Adjournment

The meeting was adjourned on a motion from Botta and a second from Quillen at approximately 7:47 p.m.

Respectfully submitted,

Cindy Luttrell, Chair

Steve Starnes, Director of Schools

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: School Calendar	Descriptor Code: 1.800	Reviewed Date: 12/08/22
		Rescinds: 1.800	Adoption Date: 06/28/19

1 No later than the end of the school year, the Board will adopt, upon the recommendation of the
2 Director of Schools, an official school calendar for the succeeding school year. The calendar will
3 identify holidays, vacation days, summer sessions, and other extensions of the school year. The
4 calendar may be revised by the Board, upon recommendation of the Director of Schools, due to
5 inclement weather or other factors.

6 The regular school year shall be 200 days¹ and scheduled as follows:

- 7 • A minimum of 180 student attendance days;
- 8 • A minimum of five (5) days in-service education for all certificated personnel;
- 9 • One (1) day for parent-teacher conferences;
- 10 • Ten (10) days paid vacation for all certified personnel; and
- 11 • Four (4) discretionary days.

12 The calendar shall be distributed to the school staff at the opening of the school term.

13 **STUDENT ATTENDANCE DAYS**

14 When schools are closed due to emergencies or unforeseen circumstances such as epidemics or
15 inclement weather, the time lost shall be made up to the required minimum unless otherwise approved
16 by the State Department of Education.¹

17 **IN-SERVICE EDUCATION**

18 Each day of in-service education included in the school calendar shall be equivalent to not less than six
19 (6) hours of planned activities.²

20 **DISCRETIONARY DAYS**

21 Four (4) discretionary days shall be included in the calendar and may be designated by the Board as
22 student attendance days, in-service days, or administrative days which may be used by administrators,
23 faculty, and staff for preparation for commencement of classes, record keeping, grading examinations,
24 parent-teacher conferences, and other classroom functions.¹

Legal References

1. TCA 49-6-3004(a)(1)-(6)
2. TN Dept. of Education, *Guidelines for Planning Approvable In-Service Education Activities*

Cross References

Board Member Development Opportunities 1.204
Reporting Student Progress 4.601
Compensation Guides and Contracts 5.110
In-Service and Professional Learning Opportunities 5.113
Attendance 6.200

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: School Day	Descriptor Code: 1.801	Reviewed Date: 12/08/22
		Rescinds: 1.801	Adoption Date: 09/23/99

- 1 The minimum length of the Greeneville City school day shall be seven (7) hours total for all grades.¹
- 2 All teachers shall be on duty at least seven and one-half (7 1/2) hours and such additional time as the
- 3 administrative organization requires.²

Legal References

1. TRR/MS 0520-01-02-.31(1)
2. TRR/MS 0520-01-02-.31(5)

Cross References

- Staff Time Schedules 5.602
Staff Meetings 5.603

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Section 504 and ADA Grievance Procedures	Descriptor Code: 1.802	Reviewed Date: 12/08/22
		Rescinds: 1.802	Adoption Date: 07/23/13

1 The Board is committed to maintaining equitable employment/educational practices, services, programs and
2 activities that are accessible and usable by qualified individuals with disabilities.

3 **DEFINITION**

4 *Section 504 of the Rehabilitation Act of 1973* provides that: No otherwise qualified individual with
5 handicaps in the United States...solely by reason of his/her, be excluded from the participation in, be
6 denied the benefits of, or be subjected to discrimination under any program or activity receiving federal
7 financial assistance.¹

8 *Title II of the Americans with Disabilities Act, 1990* provides that: No otherwise qualified individual
9 with a disability shall be discriminated against in regard to job application procedures, the hiring,
10 advancement, or discharge of employees, employee compensation, job training and other terms,
11 conditions and privileges of employment.²

12 **COORDINATOR**³

13 The Board shall designate at least one (1) employee to coordinate its efforts to comply with and carry
14 out its responsibilities under the Americans with Disabilities Act (ADA) and Section 504, including any
15 investigation of any complaint alleging non-compliance with the Acts or alleging any actions that would
16 be prohibited by the Acts.

17 **NOTICE**⁴

18 The Board shall make available the name, office address and telephone number of the ADA/Section 504
19 coordinator. Methods of initial and continuing notification may include the posting of notices,
20 publication in newspapers and student and employee handbooks and distribution of memoranda or other
21 written communications.

22 **COMPLAINT PROCEDURE**⁵

23 The coordinator will hear ADA/Section 504 complaints. Complaints shall be submitted orally or in
24 writing to the coordinator who will endeavor to accomplish prompt and equitable resolution of
25 complaints alleging any action that would be prohibited by the ADA/Section 504. The coordinator will
26 respond to all complaints within twenty (20) days with a written response as well as information on

1 further grievance procedures that may be followed if the complaining party is not satisfied with the
2 coordinator's proposed resolution.

3 **DUE PROCESS HEARING PROCEDURES**

4 Section 504 of the Rehabilitation Act of 1973 provides the right to an impartial due process hearing if a
5 parent wishes to contest any action of the school system with regard to a child's identification,
6 evaluation, and placement under Section 504. If a parent/guardian requests a Section 504 hearing, the
7 parent/guardian has the right to personally participate and to be represented at the hearing by an attorney
8 or advocate at the parent's expense. Contested actions or omissions that are appropriate for a Section
9 504 hearing should involve identification, evaluation, or placement issues involving a child who has or
10 is believed to have a disability.

11 *Request for Hearing*

12 A parent/guardian who wishes to challenge an action or omission with regard to the identification,
13 evaluation, or placement of a student who has or is believed to have a disability as defined by Section
14 504, shall make an oral or written request for a due process hearing to the Section 504 coordinator. The
15 request shall be submitted on or reduced to writing on a form provided through the Central Office.

16 *Impartial Hearing Officer*

17 The Director of Schools/designee shall appoint an impartial hearing officer to preside over the hearing
18 and issue a decision. Such appointment will be made within fifteen (15) days of the date of receipt of a
19 request for a due process hearing. The hearing officer will be hired as an independent contractor at no
20 expense to the parent. The hearing officer that is appointed shall not be a current employee of the school
21 system and shall not be related to any member of the Board of Education. The hearing officer need not
22 be an attorney but shall be familiar with the requirements of Section 504 and the hearing procedures
23 under Section 504. The choice of an impartial hearing officer is final and may not be presented as an
24 issue at the due process hearing since such an issue would not relate to the identification, evaluation, or
25 placement of a disabled child under Section 504. If a parent/guardian disputes the impartiality of the
26 appointed hearing officer, ~~he/she~~ they may raise such issue in a review of the hearing officer's opinion
27 by a court of competent jurisdiction or in a complaint to the Office for Civil Rights.

28 Office for Civil Rights

29 U.S. Department of Education

30 61 Forsyth St. S.W., Suite 19T10

31 Atlanta, GA 30303-8927

32 Telephone: 404-974-9406

33 Email: OCR.Atlanta@ed.gov

1 *Scheduling of Hearing*

2 The appointed hearing officer shall set a date for the hearing within fifteen (15) days of ~~his/her~~ **their**
3 appointment and provide this information in writing to the parent/guardian and the Section 504
4 coordinator. The hearing shall take place at a mutually agreeable time and place.

5 *Continuances*

6 Upon a showing of good cause, the hearing officer, at his/her discretion may grant a continuance of the
7 hearing date and set a new hearing date.

8 *Legal Representation at Hearing*

9 If a parent/guardian is represented by a licensed attorney at the due process hearing, ~~he/she~~ **they** must
10 inform the Section 504 coordinator and the appointed hearing officer of that fact, in writing, at least
11 seven (7) calendar days prior to the hearing date, or the hearing can be continued upon the coordinator's
12 request.

13 *Pre-Hearing Conference*

14 The hearing officer may order a Pre-Hearing Conference during which the parent/guardian or ~~his/her~~
15 **their** representative will state and clarify the issues to be addressed at the hearing. The Pre-Hearing
16 Conference will also serve to resolve preliminary matters, clarify jurisdictional issues, and answer the
17 parties' questions regarding the hearing process. The Pre-Hearing Conference can be held via telephone
18 or in person depending on the hearing officer's decision based on the convenience to both parties.

19 *Dismissals*

20 If, after the Pre-Hearing Conference, the hearing officer finds that the parent/guardian, as a matter of
21 law, alleges and/or raises no factual claims or legal issues that come within ~~his/her~~ **their** jurisdiction as
22 a Section 504 hearing officer, ~~he/she~~ **they** may dismiss the hearing and issue an order to that effect
23 explaining the basis for such finding.

24 *Hearing*

25 The hearing shall be conducted in an informal, non-adversarial manner. The hearing shall be closed to
26 the public unless the parent/guardian requests an open hearing. The hearing officer may reasonably limit
27 testimony and introduction of exhibits for reasons or relevance.

1 *Recording*

2 Instead of a formal written transcript produced by a court reporter, the entire due process hearing will be
3 video recorded. The school system shall provide a copy of the recording to the parent/guardian upon
4 request. In order for an accurate recording to be made, the parties and witnesses shall introduce
5 themselves at the beginning of their presentations. If a parent/guardian appeals the decision of the hearing
6 officer to a court of competent jurisdiction, the school system shall prepare a written transcript of the
7 hearing to be offered to the court as an exhibit.

8 *Witnesses*

9 Witnesses will present their information in narrative form, without the traditional question and answer
10 format of legal proceedings. Cross-examination of witnesses will not be allowed, but a party may request
11 that the hearing officer, at ~~his/her~~ their discretion, ask a witness a certain question.

12 *Format of Presentation*

13 Each side will have an equal amount of time to present their positions as determined by the hearing
14 officer. The parent/guardian will present ~~his/her~~ their case first by making an opening statement outlining
15 the issues, calling witnesses, and making a closing argument. The school system will present its side
16 next. At the end of the school system's presentation, the parent/guardian may offer a short response.
17 Each side may present personally or through their representatives.

18 *Submission of Exhibits*

19 As part of their presentations and at the discretion of the hearing officer, the parties may submit any
20 reports, evaluations, correspondence, notes, or any other documents that may support their positions.
21 Exhibits submitted to the hearing officer by either party must be marked. The hearing officer may, in
22 the exercise of ~~his/her~~ their discretion, reasonably limit the number of documents to be submitted for
23 his/her review, as well as the number of witnesses and the length and/or scope of their presentations or
24 statements.

25 *Closing Arguments*

26 The hearing officer may allow or request written closing arguments summarizing and characterizing the
27 information presented at the hearing.

1 *Decision*

2 The hearing officer may make an oral ruling at the conclusion of the hearing or take the case under
 3 advisement and issue a written opinion. Such decision shall address all of the issues raised by the
 4 parent/guardian as well as any corrective actions, if any, the school system must take. Any issue or claim
 5 raised by the parent/guardian that is left unaddressed by the hearing officer in ~~his/her~~ **their** decision will
 6 be deemed to have been denied. The decision must be issued within forty-five (45) days after the date
 7 the Request for a Due Process Hearing is received by the district. The hearing officer may not award
 8 attorneys' fees as a part of the relief granted to a parent/guardian or the district.

9 *Review Procedure/Appeal*

10 If the parent/guardian is not satisfied by the decision of the hearing officer, ~~he/she~~ **they** may seek review
 11 of the decision in a court of competent jurisdiction.

Legal References

1. 34 CFR § 104.4(a)
2. 42 USCA §12112(a)
3. 28 CFR § 35.107
4. 28 CFR § 35.106; 34
CFR § 104.8
5. 28 CFR § 35.170,
35.172
6. 34 CFR §104. 36; 34
CFR § 104.7

Cross References

- School Board Meetings 1.400
 Visitors to the Schools 1.501
 Reporting Student Progress 4.601
 Graduation Activities 4.606
 Equal Opportunity Employment 5.104
 Personnel Health Examinations/Communicable Diseases 5.400
 Acquired Immune Deficiency Syndrome 5.401
 Complaints and Grievances 5.501
 Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304
 Acquired Immune Deficiency Syndrome 6.404

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Tobacco-Free Schools	Descriptor Code: 1.803	Reviewed Date: 12/08/22
		Rescinds: 1.803	Adoption Date: 06/28/18

- 1 All uses of tobacco, electronic/battery operated devices, vapor products, and all other associated
 2 paraphernalia are prohibited in all of the school district’s buildings and in all vehicles that are owned,
 3 leased, or operated by the district.¹ Smoking and vaping shall be prohibited in any public seating areas
 4 including, but not limited to, bleachers used for sporting events, or public restrooms.²
- 5 Employees and students enrolled in the school district will not be permitted to use these products while
 6 they are participants in any class or activity in which they represent the school district.
- 7 Signs will be posted throughout the district’s facilities to notify students, employees and all other persons
 8 visiting the school that the use of ~~tobacco and tobacco~~ these products is forbidden. The following notice
 9 shall be prominently posted (including at each ticket booth) for elementary and secondary school
 10 sporting events: *Smoking is prohibited by law in seating areas and in restrooms.*³

Legal References

1. 20 USCA § 6083; TCA 39-17-1604(6); TCA 39-17-1503(11), (12)
2. TCA 39-17-1604(10)
3. TCA 39-17-1605

Cross References

Community Use of School Facilities 3.206
 Code of Conduct 6.300

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Alcohol & Drugs in the Workplace	Descriptor Code: 1.804	Reviewed Date: 12/08/22
		Rescinds: 1.804	Adoption Date: 08/27/19

1 *General*

2 Any employee who violates the terms of this policy shall be subject to disciplinary action, including
3 but not limited to, suspension, dismissal, and/or referral for prosecution.¹

4 The Director of Schools shall be responsible for providing a copy of this policy to all school district
5 employees.

6 **DEFINITIONS**

7 “Workplace” shall include any school building or any school premise; any school-owned or any other
8 school-approved vehicle used to transport students to and from school or school activities; and off-
9 school property during any school-sponsored or school approved activity, event, or function.

10 “Illegal drugs” shall include any narcotic drug, hallucinogenic drug, amphetamine, barbiturate,
11 marijuana, or any other controlled substance as defined by federal law.²

12 “Unauthorized drugs” shall include, but are not limited to, inhalants; any designer, synthetic,
13 derivative, analogous, or "look-alike" substances that are manufactured, designed, or intended to
14 resemble and/or mimic the effects of illegal drugs; any legally prescribed drugs being used in a manner
15 for which they were not intended or prescribed including, but not limited to, the use of prescription
16 drugs prescribed for another individual; and any lawful substances that could result in impairment of
17 physical or mental capacity that is threatening to the health or safety of the employee or others.³

18 “Alcohol” shall include, but is not limited to, spirits, liquor, wine, beer, and any liquid
19 containing alcohol as defined by state and federal law.⁴

20 **ALCOHOL & DRUG-FREE WORKPLACE**

21 No employee while on or in the workplace shall unlawfully manufacture, distribute, dispense, possess,
22 use, or be under the influence of any illegal or unauthorized drugs¹ or any alcohol.⁵

Legal References

1. Drug Free Workplace Act of 1988, 41 USCA § 8103; 34 CFR §§ 84.205 – 84.215
2. 21 USCA § 812
3. TCA 49-5-1003
4. TCA 57-4-102; 26 USCA § 5002
5. TCA 39-17-715

Cross References

Supervision 5.108
Drug & Alcohol Testing for Employees 5.403
Drug-Free Schools 6.307

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Emergency Closings	Descriptor Code: 1.8011	Reviewed Date: 12/08/22
		Rescinds: 1.8011	Adoption Date: 09/23/99

1 *General*

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

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

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

10 **EMPLOYEE RESPONSIBILITIES**

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

Legal References

1. TCA 49-6-3004(e)(1); TRR/MS 0520-01-02-.31(1)(a)(1)(i); TCA 58-2-101; TCA 49-2-214

Cross References

Emergency Preparedness Plan 3.202
Virtual Education Program 4.212
Telework During Emergencies 5.1151

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Accounting System	Descriptor Code: 2.700	Reviewed Date: 12/08/22
		Rescinds: 2.700	Adoption Date: 09/28/00

1 *Central Office*

2 The Director of Schools shall ensure a system of accounting is maintained according to the regulations
3 prescribed by the Commissioner of Education that provides a detailed and accurate account of all
4 receipts and disbursements ~~in of~~ the District.¹

5 *Individual Schools*

6 The Board shall hold each **P**incipal responsible for the management of all internal accounts under his/
7 her jurisdiction in accordance with the *Tennessee Internal School Uniform Accounting Policy Manual*.²

Legal References

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

Cross References

Petty Cash Accounts 2.801
Student Activity Funds Management 2.900

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Deposit of Funds	Descriptor Code: 2.500	Revision Date: 12/08/22
		Rescinds: 2.500	Adoption Date: 03/20/14

1 *Central Office*

2 All income payable to the Board will be deposited to the appropriate District bank account.¹

3 *Individual Schools*

4 All money collected at the building level shall be cleared through the Principal's office, with the
5 exception of the School Nutrition Program ~~and Extended School Placement (ESP) Program~~.

6 The Principal or ~~his/her~~ designee shall deposit school activity funds daily if possible, but no later than
7 three (3) days after being received.² Deposit slips must be completed in duplicate. All checks shall be
8 listed individually on the deposit slip or an attached list, itemizing the name of the payer and the amount.
9 The receipt numbers comprising the deposit should be written on the deposit slip. The validated
10 duplicate deposit slip or the duplicate deposit slip with deposit receipt attached shall be given to the
11 bookkeeper.

12 Monies collected at the building level must be deposited to one of ~~four~~ three bank accounts in the form
13 and amount in which it is collected:³

- 14 1. General School Fund/Restricted Accounts;
15
16 2. School Nutrition;
17
18 3. ~~Extended School Program (ESP); or~~
19
20 4. Savings.

Legal References

1. TCA 8-11-104
2. *Tennessee Internal School Uniform Accounting Policy Manual*, Sections 4-22, 6-1, 6-2
3. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-2, 4-3, 6-1, 6-2

Cross References

- Investment Earnings 2.402
Student Activity Funds Management 2.900
Food Service Management 3.500

Greeneville City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: New Project Planning	Descriptor Code: 3.211	Reviewed Date: 12/08/22
		Rescinds: 3.211	Adoption Date: 02/27/18

1 SELECTION OF ARCHITECT¹

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 ENGINEER¹

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 BUILDING ACCESSIBILITY³

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

Legal References

1. TCA 62-2-107; TRR/MS 0520-01-04-.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)

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: District Water Testing	Descriptor Code: 3.212	Reviewed Date: 12/08/22
		Rescinds: 3.212	Adoption Date: 09/25/18

1 *General*

2 All District facilities built before January 1, 1998 shall be tested for lead in drinking water every two
 3 (2) years.¹

4 **The Director of Schools/designee** shall develop appropriate administrative procedures to facilitate this
 5 testing and address any necessary corrective action.

6 **RESPONSE TO TESTING RESULTS¹**

7 If test results show that lead levels exceed fifteen parts per billion (15 ppb) but are below twenty parts
 8 per billion (20 ppb), that school shall conduct lead level tests on an annual basis. This shall continue
 9 until tests show that the lead levels are under fifteen parts per billion (15 ppb).

10 If test results show that lead levels equal or exceed twenty parts per billion (20 ppb), the school shall
 11 immediately remove the drinking water source from service. The drinking water source shall not be
 12 available for use until retesting confirms the water lead level does not exceed twenty parts per billion
 13 (20 ppb). If corrective action is taken, retesting shall occur within ninety (90) days.

14 The Director of Schools/designee shall notify the appropriate authorities within twenty-four (24) hours
 15 of a test result showing that lead levels equal or exceed twenty parts per billion (20 ppb).
 16 Parent(s)/guardian(s) shall be notified within five (5) business days of such test result.

Legal References

1. TCA 49-2-133

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Service Animals in District Facilities	Descriptor Code: 3.218	Reviewed Date: 12/08/22
		Rescinds: 3.218	Adoption Date: 04/26/18

1 In accordance with the provisions of the Americans with Disabilities Act, service dogs and trained
2 miniature horses¹ (hereinafter referred to as service animals) are permitted for use by individuals with
3 disabilities on District property and in District facilities provided the individuals and their animals meet
4 the requirements and responsibilities covered in this policy.

5 When an individual with a disability seeks to bring a service animal into a District facility, the District
6 is entitled to ask the individual if the animal is required because of a disability and what work or task the
7 animal has been trained to perform.² The District is not entitled to ask for documentation that the animal
8 has been properly trained, but the individual bringing the animal into a District facility will be held
9 accountable for the animal's behavior.

10 Any service animal brought into a District facility by an individual with a disability must have been
11 trained to do work or perform tasks for the individual. The work or tasks performed by the service animal
12 must be directly related to the handler's disability. Examples of work or tasks include, but are not limited
13 to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting
14 individuals who are deaf or hearing impaired to the presence of people or sounds, providing non-violent
15 protection, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the
16 presence of allergens, retrieving items such as medicine, providing physical support and assistance with
17 balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and
18 neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

19 The crime deterrent effects of an animal's presence and the provision of emotional support, well-being,
20 comfort, or companionship do not constitute work or tasks for the purposes of this policy.

21 Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas
22 of a public entity's facilities where members of the public, participants in services, programs or
23 activities, or invitees, as relevant, are allowed to go.

24 A service animal shall be under the control of its handler. A service animal shall have a harness, leash,
25 or other tether unless either the handler is unable because of a disability to use a harness, leash, or other
26 tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe,
27 effective performance of work or tasks, in which case the service animal must be otherwise under the
28 handler's control by means of voice control, signals, or other effective means.

29 District staff may ask an individual with a disability to remove a service animal from the premises if:

- 1 1. The animal is out of control and the animal's handler does not take effective action to control
 - 2 it;
 - 3 2. The animal is not housebroken; or
 - 4 3. The animal's presence would fundamentally alter the nature of the service, program, or
 - 5 activity.³
- 6 If the District excludes a service animal due to the reasons listed above, the District shall give the
- 7 individual with a disability the opportunity to participate in the service, program, or activity without
- 8 having the service animal on the premises.
- 9 The District shall not ask or require an individual with a disability to pay a surcharge, even if people
- 10 accompanied by pets are required to pay fees, or to comply with other requirements generally not
- 11 applicable to people without pets.

Legal References

1. 28 CFR § 35.104; 28 CFR § 35.136(i)
2. 28 CFR § 35.136
3. 28 CFR § 35.130

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: <b style="text-align: center;">Class Size Ratios	Descriptor Code: 4.201	Reviewed Date: 12/08/22
		Rescinds: 4.201	Adoption Date: 05/21/18

1 *General*¹

2 Pupil-teacher ratios shall not exceed the averages outlined in state law. Further, class sizes shall not
3 exceed the maximum allowed by state law.

4 **WAIVERS**

5 The Director of Schools/designee may seek a waiver from the Commissioner of Education to extend the
6 career and technical education (CTE) classes in grades nine through twelve (9-12) as long as these class
7 sizes do not exceed the maximum.

8 If a natural disaster results in the enrollment of displaced students, the Commissioner of Education may
9 grant a waiver from the maximum class sizes.

10 The Director of Schools shall apply for additional waivers as needed in compliance with state law.

Legal References

1. TCA 49-1-104; TRR/MS 0520-01-02-.31(4)

Cross References

- Graduation Requirements 4.605
- Waivers of Statute, Rules, and Regulations 4.607**
- Religious Content of Courses 4.804
- Student Goals 6.100
- Student Concerns 6.305

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Controversial Issues	Descriptor Code: 4.800	Reviewed Date: 12/08/22
		Rescinds: 4.800	Adoption Date: 02/27/18

1 The discussion of issues in the classroom which are politically, philosophically, or socially controversial
2 shall be relevant to the subject matter being taught, related to educational objectives, appropriate for the
3 age and maturity of students, and shall not materially or substantially disrupt or threaten to disrupt the
4 school environment.

5 To ensure that controversial issues are presented and discussed fairly and objectively and with instruction
6 as their goal, the following guidelines shall be observed:

- 7 1. All personnel ~~will~~ shall seek to create an atmosphere in which differences of opinion can be
8 voiced without fear and hostility and with mutual respect for all viewpoints;
- 9 2. Teachers ~~will~~ shall encourage students to withhold judgment and to avoid making conclusions
10 until all relevant and significant facts have been assembled, critically examined, and checked for
11 accuracy;
- 12 3. Teachers ~~will~~ shall seek to develop in students a sense of responsibility for their beliefs, opinions,
13 attitudes, and actions;
- 14 4. Teachers ~~will~~ shall place major emphasis upon “why” and “how” to think rather than “what” to
15 think; and
16
- 17 5. If the subject matter being taught involves conflicting opinions, theories, or schools of thought,
18 the teacher ~~will~~ shall ensure that differing sides of an issue are explored in order to help students
19 develop their own critical faculties.

Cross References
[Instructional Standards 4.101](#)
Controversial Materials 4.801
Staff Rights and Responsibilities 5.600
Student Publications 6.704

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Controversial Materials	Descriptor Code: 4.801	Revision Date: <u>12/08/22</u>
		Rescinds: 4.801	Adoption Date: 02/27/18

1 Parent(s)/guardian(s) may request that a student not be required to read a book, use certain materials, or
2 participate in an activity. ~~If the request to the teacher is denied, then provided that~~ a written request ~~is~~
3 may be submitted on the appropriate form to the principal of the school.

4 No student who is granted such a request shall be penalized academically for ~~his/her~~their failure to
5 participate in an activity, read a book, or use certain materials. ~~Rather,~~ the student shall be given a
6 similar book, activity or materials and graded accordingly.

7 The final decision concerning the use of controversial materials shall rest with the Board.
8 ~~If the school principal denied a request, parent(s)/guardian(s) may appeal to the Director of Schools. If~~
9 ~~necessary, a final appeal may be made to the Board.~~

Cross References

Instructional Standards 4.101
Textbooks and Instructional Materials 4.400
Reconsideration of Instructional Materials and Textbooks
4.403
Use of the Internet 4.406
School and System Websites 4.407
Controversial Issues 4.800

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Procedure for Granting Tenure	Descriptor Code: 5.117	Reviewed Date: 12/08/22
		Rescinds: 5.117	Adoption Date: 01/25/18

1 The Board of Education will grant tenure only to those teachers who can present documentation of a
2 record of excellence as a teacher. The Director of Schools is responsible for documenting and presenting
3 the recommendation for tenure to the Board of Education.

4 *General*

5 To attain tenure status¹, a teacher must: (1) meet tenure eligibility requirements; (2) be renewed and
6 recommended by the Director of Schools;¹ and (3) receive a majority vote of the Board.

7 **TENURE ELIGIBILITY²**

8 Teachers that meet the following requirements are eligible for tenure:

- 9 1. Has a degree from an approved four-year college or any career and technical teacher who has
10 the equivalent amount of training established and is licensed by the State Board of Education;
11
- 12 2. Holds a valid teacher license issued by the State Board of Education, based on training
13 covering the subjects or grades taught;
14
- 15 3. Has completed a probationary period of five (5) school years or not less than forty-five (45)
16 months within the last seven-year period, the last two (2) years being employed in a regular
17 teaching position rather than an interim teaching position; and
18
- 19 4. Has received evaluations demonstrating an overall performance effectiveness level of “above
20 expectations” or “significantly above expectations” as provided in the evaluation guidelines
21 adopted by the State Board of Education, during the last two (2) years of the probationary
22 period.

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

27 In addition to meeting tenure eligibility requirements, Greeneville City educators must submit to the
28 Board a teacher tenure portfolio documenting excellence in teaching. The teacher tenure portfolio
29 shall include:

- 30 1. A cover page including a photograph.
- 31 2. A letter of recommendation for tenure from ~~his/her~~ their principal.
- 32 3. Two (2) letters of recommendation from parents of present or former students.

- 1 4. Record of attendance for the last five (5) years.
- 2 5. An educational philosophy which should include the educator's personal beliefs on teaching,
- 3 what makes ~~him/her~~ them an outstanding teacher, intrinsic rewards gained, and a description of
- 4 their personal teaching style.
- 5 6. An autobiography which should include the factors which led ~~him/her~~ them to become a
- 6 teacher and how their background influenced them as a teacher.
- 7 7. Evaluation information including summative reports from the last five (5) years.
- 8 8. Specific evidence of effectiveness in teaching students (if appropriate):
- 9
 - Test scores, including the annual estimate of teacher effect on student progress

10 ACQUISITION OF TENURE STATUS

11 Once a teacher is eligible for tenure, ~~he/she~~ they shall be either recommended by the Director of Schools
 12 for tenure or nonrenewed. If tenure is denied by the Board, the teacher shall be dismissed.⁴

13 The following additional guidelines shall apply:

- 14 1. The decision to grant tenure is solely within the discretion of the Board of Education.⁶
- 15 2. The Director of Schools will recommend persons eligible for tenure at a board meeting in ample
 16 time to provide notice of non-renewal to each teacher not recommended for tenure within five
 17 (5) business days following the last instructional day for the school year.⁵
- 18 3. Only those teachers who receive a majority vote of the membership of the board will be granted
 19 tenure.⁵
- 20 4. Teachers who earn tenure will be honored by the Board in a special ceremony, either at a board
 21 meeting or in some other special public event.
- 22 5. A teacher who is eligible for tenure, but tenure is denied by the Board, shall not be rehired beyond
 23 the current contract year.⁴
- 24 6. No person who has been denied tenure by the Board of Education shall be employed in the school
 25 system in any position which requires a license.

26 JOINTLY OPERATED PROGRAMS

27 The administration of programs established, maintained and operated under the discretion of the Joint
 28 Board shall be done via a properly identified fiscal agent. Teachers employed by the Joint Board at the
 29 Greene Technology Center achieve and maintain tenure in accordance with the following:

- 30 1. Requirements are met in regard to board policy enacted by the fiscal agent as identified by the
 31 Joint Board.
- 32
- 33 2. Persons employed to work at the Center who hold tenure in either the Greene County System or
 34 the Greeneville City System, prior to employment by the Joint Board, will maintain such tenure
 35 status without completing a probationary period at the Center.
- 36

37 Should the teacher's position be abolished or a joint program terminated, tenure shall revert to
 38 its original status as the responsibility of the system from which the teacher came to the Center.
 39 A teacher tenured in either the County or City system who is employed in a Joint Board
 40 program retains their tenured status for the life of the joint program in accordance with the

1 operating policies of the fiscal agent.

2
3 3. A teacher employed to work at the Center who does not hold tenure in either the County or City

4
5 System begins earning tenure in accordance with board policy enacted by the fiscal agent, and
6 such teacher shall earn tenure as an employee of the fiscal agent.

7
8 Should the teacher's position be abolished after earning tenure, the teacher shall be placed on a
9 preferred re-employment list maintained by the fiscal agent.

10 **TEACHER RETURNING TO EMPLOYMENT**

11 A teacher who has acquired tenure status in the school system and later resigns shall serve a two-year
12 probationary period upon reemployment, unless the probationary period is waived by the Board upon
13 request of the Director of Schools. Upon completion of the two-year period, the teacher shall either be
14 recommended by the Director of Schools for tenure or non-renewed. If tenure is denied by the Board,
15 the teacher shall be dismissed.⁸

16 **TEACHER RETURNING TO PROBATIONARY STATUS⁹**

17 Any tenured teacher who receives two (2) consecutive years of evaluations demonstrating an overall
18 performance effectiveness level of "below expectations" or "significantly below expectations" shall be
19 returned to probationary status by the Director of Schools until the teacher has received two (2)
20 consecutive years of evaluations demonstrating an overall performance effectiveness level of "above
21 expectations" or "significantly above expectations."

22 When a teacher who has returned to probationary status has received two (2) consecutive years of
23 evaluations demonstrating an overall performance effectiveness level of "above expectations" or
24 "significantly above expectations," the teacher is again eligible for tenure and shall be either
25 recommended by the Director of Schools for tenure or nonrenewed; provided, however, that the teacher
26 shall be dismissed if tenure is denied by the board.

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

Legal References

1. TCA 49-5-501(11)(A)
2. TCA 49-5-503
3. ~~Public Acts of 2021, Special Legislative Session
Chapter No. 2~~ TCA 49-5-503(4)
4. TCA 49-5-504(b)
5. ~~TCA 49-5-409(b); Public Acts of 2021, Chapter No.
378~~
6. TCA 49-2-203(a)(1)
7. TCA 49-2-202(g)
8. TCA 49-5-504(d)
9. TCA 49-5-504(e), (f)

Cross References

- Separation Practices for Tenured Teachers 5.200
Separation Practices for Non-Tenured Teachers 5.201

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Transitional Duty	Descriptor Code: 5.118	Reviewed Date: 12/08/22
		Rescinds: 5.118	Adoption Date: 04/26/18

1 The Transitional Duty Program is available to any employee who sustains a work-related injury or
2 illness that is likely to result in lost time from the job. Each transitional duty assignment will be
3 treated independently of others. The injured worker must have the potential to return to ~~his/her~~ **their**
4 full duty assignment, ~~his/her~~ original job with permanent modifications, or another targeted job by the
5 end of the transitional duty assignment as indicated by the authorized medical provider. Employees
6 who are expected to have a temporary period of job performance limitations (defined as a limitation
7 that is anticipated to last no more than ninety (90) calendar days) will be considered for participation in
8 the program. Employees must also meet all of the following criteria:

- 9 • The employee must have had a work-related accident, injury, or illness.
- 10
- 11 • Has been released by the authorized medical provider to participate in a transitional duty
12 program.
- 13
- 14 • Has the potential of returning to ~~his/her~~ **their** original job, original job with permanent
15 modifications, or another targeted job that may be identified in performing the essential job
16 function after recovery.

17 Roles and Responsibilities

- 18 • **Option 1:** Employee remains assigned to ~~his or her~~ **their** regular job with some key tasks or
19 functions temporarily altered or suspended or hours are temporarily reduced. If the employee is
20 performing at least 51% of the essential functions of their position, there will not be a
21 classification issue and this transitional duty will not necessarily be limited to 90 days. This is
22 considered a reasonable accommodation provided that an undue hardship is not placed on the
23 department due to the limited work status of the employee.
- 24
- 25 • **Option 2:** Medical restrictions prevent an employee from performing significant portions of ~~his~~
26 ~~or her~~ **their** regular job tasks. Supplemental tasks within medical restrictions are identified to
27 fill the employee's allowed work time.
- 28
- 29 • **Option 3:** Employee's medical restrictions prevent employee from accomplishing most of ~~his~~
30 ~~or her~~ **their** regular job duties. A series of supplemental tasks are assembled and combined to
31 fill the employee's allowed work time. Creativity is essential and may include special projects,
32 volunteer related activities, or assistance with safety program implementations, etc.
- 33
- 34

- 1 • **Option 4:** The injured employee's department cannot accommodate temporary transitional
2 duty requiring the location of an appropriate position within another department. The employee
3 works in a vacant position, volunteer position, or special project for a maximum of 90 days.
4 The original department will continue to pay the employee's salary. Special efforts must be
5 made by the original department and the receiving department to ensure that all related issues
6 are properly handled. Risk Management* must be notified and will coordinate this option.

7
8 In all of the defined options shown above, the employee will remain in their regular position and
9 job classification. The employee continues to receive regular wages and accrues benefits. Seniority,
10 layoff rights, and other employee rights remain intact. Wages and benefits are pro-rated, based on
11 actual hours worked. In some cases, when an employee is only working part-time, wages may be
12 supplemented by the payment of temporary partial disability. Eligibility for payment of temporary
13 partial disability is determined by the system's worker's compensation carrier.

14 *Risk Management in Greeneville City Schools shall be comprised of the Coordinated School Health
15 Director in conjunction with the system's workers compensation carrier and the Chief of Human
16 Resources.

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Background Investigations	Descriptor Code: 5.119	Reviewed Date: 12/08/22
		Rescinds: 5.119	Adoption Date: 09/25/18

1 *General*

2 Background checks shall be required for applicants, employees, contract workers, and volunteers.¹ The
3 Director of Schools/designee shall develop any necessary corresponding procedures.

4 **APPLICANTS AND EMPLOYEES**

5 To ensure the safety and welfare of students and staff, the district shall require criminal history
6 background checks and fingerprinting of applicants for teaching positions and any other positions that
7 require proximity to children. Further, applicants who (1) have been identified by the Department of
8 Children's Services as perpetrators of child abuse, severe child abuse, child sexual abuse, or child
9 neglect, or who pose an immediate threat to the health, safety, or welfare of children; or (2) who are
10 listed on the state's abuse of vulnerable persons registry maintained by the Department of Health shall
11 not be employed.² Any costs incurred to perform these background checks and fingerprinting shall be
12 paid by the applicant. The Board may reimburse the applicant if the position is offered and accepted.³

13 Background checks shall be required of these employees at least once every five (5) years after the date
14 of hire.¹

15 **USE AND DISSEMINATION**

16 Fingerprints or other approved forms of positive identification shall be submitted with all requests for
17 criminal history record checks for non-criminal justice purposes.⁴ The Director/designee of Schools
18 shall ensure the Originating Agency Identifier number is on file at all times.

19 Tennessee and FBI Criminal History Record Information (CHRI) obtained by the district shall be
20 solely used to verify criminal violation(s) and shall not be disseminated. Results shall be considered
21 confidential and only accessible to district personnel identified by the Director of Schools/designee.
22 CHRI shall only be accessed by authorized personnel in the performance of their duties and shall never
23 be released to the public.

24 All persons directly associated with the accessing, maintaining, processing, dissemination or
25 destruction of CHRI must sign an awareness statement and shall indicate that they have been specially
26 trained on the subject. The training shall provide those with access to criminal history record
27 information with a working knowledge of federal and state regulations and laws governing the security
28 and processing of criminal history information. The Director of Schools/designee is responsible for
29 ensuring that authorized personnel receive such training within 60 days of employment or job
30 assignment and every three years.

1 RETENTION AND SECURITY

2 The Director of Schools/**designee** shall develop procedures to ensure CHRI is stored in a secure
3 location. Areas in which CHRI is processed and handled shall be restricted to authorized personnel
4 identified by the Director of Schools/**designee**. The area shall be out of the view of the public and
5 unauthorized personnel. The Director of Schools/**designee** shall maintain a list of all employees who
6 have access to, can process, disseminate, and/or destroy CHRI.

7 DISPOSAL OF CHRI

8 When CHRI is no longer needed, it shall be destroyed by burning, shredding or other method rendering
9 the information unreadable. Record destruction must be conducted under the supervision of the
10 Director of Schools/**designee**.

11 MISUSE

12 Employees who misuse CHRI or violate this policy shall be subject to disciplinary action up to and
13 including termination. Any employee with knowledge of misuse shall immediately report a violation to
14 the Director of Schools.

15 APPLICANT RIGHTS

16 Upon an applicant's contingent offer of employment and before a fingerprinting appointment is
17 scheduled, Human Resources must provide the applicant with a copy of the FBI issued Non-Criminal
18 Justice Applicant's Privacy Rights document which explains the authority for collecting background
19 information and how it will be used, retained, or shared. In addition, the applicant must sign the FBI
20 issued Waiver Agreement/Statement for Criminal History Checks in which acknowledgement is made
21 for receipt of the Privacy Rights document.

22 In the event that an unsatisfactory report is returned, Human Resources must notify the applicant and
23 provide an opportunity to complete or challenge the accuracy of the information on the record. In
24 addition, Human Resources must advise the applicant of the procedures for obtaining a change,
25 correction, or update of their criminal history record.⁵

Legal References

1. TCA 49-5-413
2. TCA 49-5-406(a)(1); TCA 49-5-403;
TCA 49-5-413(a)(2), (e)
3. TCA 49-5-413(c)
4. 34 USCA § 40316
5. 28 CFR § 16.34

Cross References

- School Volunteers 4.501
Application and Employment 5.106
Substitute Teachers 5.701

Greeneville City board of Education

Monitoring: Review: Annually	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Reviewed Date: 12/08/22
		Rescinds: 5.200	Adoption Date: 08/22/17

1 **SUSPENSION PENDING AN INVESTIGATION¹**

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

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

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, they shall be: (1)
12 provided with written notice, including the reasons for the suspension along with an explanation of the
13 evidence; (2) given an opportunity to respond to the Director of Schools at a conference, if requested
14 within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both
15 parties may be represented by counsel at the conference, which shall be recorded.

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

19 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS⁴**

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

22 When a tenured teacher is charged with offenses that may justify dismissal or a suspension greater than
23 three (3) days, the charges shall be made in writing, specifically stating the offenses that are charged,
24 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 dismissal or a
26 suspension greater than three (3) days of the teacher, the Director of Schools shall give the teacher a
27 written notice of this decision, a copy of the charges against the teacher, and a copy of a form provided
28 by the Commissioner of Education advising the teacher of their legal duties, rights, and recourse.

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

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

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

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

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

24 **RESIGNATION**

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

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

- 30 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
31 statement of a physician approved by the Board; or
- 32 2. The release by the Board of the teacher from the contract which the teacher has entered into
33 with the Board.

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

37 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
38 the State Board of Education and request the suspension of a teacher's license. After the State Board of

1 Education has provided the teacher an opportunity for defense during a hearing, the State Board of
2 Education may suspend the license for no less than thirty (30) days and no more than three hundred
3 sixty-five (365) days.⁸

4 **RETIREMENT**

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

8
9 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
10 responsibility of the retiring employee to provide verification of eligibility in writing from TCRS to the
11 central office. It shall be the responsibility of the retiring employee to file for benefits.

12 **RETIREMENT INCENTIVE PROGRAM**

13 In order to reward professional personnel who have rendered a valuable service to the schools and to
14 provide a program for early retirement, the Board has adopted the following guidelines for a retirement
15 incentive program:

16 *Eligible Personnel*

17 All state certified teaching personnel who have completed fifteen (15) years of employment with the
18 Greeneville City School System and who meet the eligibility retirement requirements for full benefits
19 under the Tennessee Consolidated Retirement System (TCRS) are eligible to participate in the
20 retirement incentive program offered by the Board. Participation in the program is voluntary.

21 *General Provisions*

- 22 1. The Board may modify or discontinue the program at its discretion; however, no such
23 modification or termination shall modify or terminate any benefit being received by any
24 program participant. The Board may waive any eligibility requirements at its sole discretion on
25 a case-by-case basis, taking into consideration the length of service provided by the applicant,
26 the best interests of the school system and the financial impact on the school budget that such a
27 waiver may cause.
- 28 2. It is the responsibility of the Director of Schools or designee to notify the employee in writing
29 of their eligibility.
- 30 3. An employee becomes eligible for the retirement incentive program when they become eligible
31 for full retirement under the TCRS (30 years of creditable service or age 60). If the employee
32 elects not to participate in the program when eligibility is achieved, benefits will be reduced as
33 identified under Benefits, Section 2.
- 34 4. Employees who wish to retire under the thirty years requirement must reach thirty years by the
35 end of the last school year which they intend to work.

1 5. Employees who wish to retire under the age requirement must reach the age of sixty (60) by
2 June 30 of the last school year which they intend to work.

3 6. Entrance into the program shall coincide with the beginning of the fiscal year (July 1).

4 ***Benefits***

5 1. An employee who chooses to participate in the retirement incentive program the first year of
6 eligibility shall receive an annual amount equal to 20% of their annual base salary. Benefits
7 shall begin in July following retirement and shall be paid annually or bi-annually at the election
8 of the recipient for three years from the date of retirement.

9 2. Any applicant with thirty years or more of credited service, as defined by the TCRS, or any
10 applicant who has less than thirty years of credited service, as defined by TCRS, but who has
11 attained the age of sixty (60) by the end of the fiscal school year (June 30) and who fails to
12 make timely application for the total benefits provided by the program, shall be deemed to have
13 waived the right to claim total benefits. Benefits in the program will be determined in the
14 following manner:

15 a. Second year eligibility participation: 15% of the most recent annual base contractual
16 salary (to be paid for two (2) years)

17 b. Third year eligibility participation: 10% of the most recent annual base contractual
18 salary (to be paid for one (1) year).

19 3. Benefits provided by the program may not be assigned or transferred in any manner. Program
20 benefits shall automatically cease at the death of the participant and shall not pass on to the
21 estate or beneficiary of the participant.

22 ***Application Process***

23 Any certified person employed by the Board who desires to apply for benefits in the retirement
24 incentive program, shall apply no later than May 15 on forms supplied the central office. Applications
25 shall be submitted to the Director of Schools or designee. All retirements under this plan shall be
26 effective on June 30 of the year in which the retirement is sought.

27 **INSURANCE FOR RETIREES**

28 ***Eligibility***

29 To be eligible for a health insurance benefit, employees must be eligible for full retirement benefits
30 with the TCRS.

31 State of Tennessee Benefits Administration eligibility guidelines are:¹¹

- 1 • Ten years of creditable service with the state or a participating Local Education
2 agency and at least three continuous years of insurance coverage in the plan
3 immediately prior to final termination of employment. The date retirement pension
4 benefits commence (effective date of retirement with TCRS) must be on or before
5 the date on which your active state coverage ceased. Note: the requirement for
6 immediate commencement of retirement benefits will be waived for employees
7 leaving the plan and becoming insured by a state or Local Government agency that
8 participates in the State Group Insurance Program.
- 9 • At least 20 or more years of creditable service with the state or a participating Local
10 Education agency and at least one continuous year of insurance coverage in the plan
11 immediately prior to final termination of employment. The period of time between
12 your final employment termination date and the date retirement pension benefits
13 commence (effective date of retirement with TCRS) may be up to five years. Note:
14 the five-year requirement for commencement of retirement benefits will be waived
15 for employees leaving the Local Education Plan and becoming insured by a state or
16 Local Government agency that participates in the State Group Insurance Program.)
- 17 To be eligible for individual health insurance coverage, paid by Greeneville City Schools, an
18 employee's years of service must total at least ten (10) years in the Greeneville City Schools. Eligible
19 employees may receive individual health insurance coverage provided and paid by the school system
20 for up to ten years or age 65. If an employee retires before age 55, they are responsible for payment of
21 insurance up to age 55 or after system paid 10 years.
- 22 At age 65, the employee will have the option of purchasing a Medicare supplement policy. No
23 supplemental policy is offered by the Greeneville City Schools.
- 24 Effective July 2015: Employees whose first employment with local education commenced on or after
25 July 1,2015 will not be eligible to continue insurance coverage at retirement.⁹
- 26 Life insurance will be provided at system expense until age 65. After age 65, the retiree will have the
27 right to convert this coverage to a private policy at their own expense.

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b)
9. State Group Insurance Program Guide to Continuing Insurance at Retirement

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Separation Practices for Non-Tenured Teachers	Descriptor Code: 5.201	Reviewed Date: 12/08/22
		Rescinds: 5.201	Issued: 08/22/17

1 **SUSPENSION PENDING AN INVESTIGATION¹**

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

9 **SUSPENSION OF THREE DAYS OR LESS²**

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

16 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²**

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

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

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

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

28 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the
29 affected employee within ten (10) working days following the close of the hearing. The teacher may
30 appeal the decision to the Board within ten (10) working days of the hearing officer rendering the written
31 decision to the employee. Written notice of appeal to the Board shall be given to the Director of Schools.

1 Within twenty (20) working days of receipt of notice, the Director of Schools shall prepare a copy of the
2 proceedings, transcripts, documentary and other evidence presented and provide the Board a copy of the
3 same.

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

- 7 1. Sustain the decision;
- 8 2. Send the record back if additional evidence is necessary; or
- 9 3. Revise the penalty or reverse the decision.

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

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

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

18 **NONRENEWAL**

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

22 The Principal is responsible for discussing deficiencies as part of the evaluation process with the non-
23 tenured teacher and providing assistance for overcoming these deficiencies throughout the school year.

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

- 27 1. The Board shall be notified at the next regular board meeting; and
- 28 2. Written notice of non-renewal shall be sent to the teacher by certified mail or overnight carrier,
29 or by email within five (5) business days following the last instructional day for the school year.³
30 If the reason for nonrenewal is due only to a loss of funding for the position, then the notice shall
31 include a statement listing it as the cause for nonrenewal.⁴

32 **RESIGNATION**

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

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

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

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

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

14 **RETIREMENT**

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

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

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

Legal References

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

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Separation Practices for Non-Certified Employees	Descriptor Code: 5.202	Revision Date: 12/08/22
		Rescinds: 5.202	Adoption Date: 12/13/18

1 SUSPENSION

2 A Director of Schools /designee may suspend a non-certified employee at any time when deemed
3 necessary. Before an employee is suspended ~~s/he~~ they shall be: (1) provided with reasons for the
4 suspension and (2) given an opportunity to respond.

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

8 DISMISSAL

9 All non-certified employees are employed at the will of the Director of Schools. The Director of
10 Schools may dismiss any non-certified employee during the year for any lawful reason.

11 RESIGNATION

12 Non-certified personnel shall give the immediate supervisor written notice of resignation at least two
13 (2) weeks (ten (10) working days) in advance of the effective date of voluntary termination. The ten
14 (10) working days may be waived by the Director of Schools for justifiable reason.

15 The immediate supervisor shall forward copies the day received to the Director of Schools' office. The
16 payroll office will prepare final payment for the next appropriate scheduled pay day.

17 RETIREMENT

18 Retirement shall mean a termination of services under conditions which will allow the employee to
19 draw benefits from retirement plans and/or social security benefits. Employees eligible for retirement
20 benefits may elect to retire at any age according to the provisions of the retirement system.

21
22 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
23 responsibility of the retiring employee to provide verification of eligibility in writing from TCRS to the
24 central office. It shall be the responsibility of the retiring employee to file for benefits.

25 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year
26 without loss of retirement benefits.²

27 RETIREMENT INCENTIVE PROGRAM

1 In order to reward non-certified personnel who have rendered a valuable service to the school system
2 and to provide a program for early retirement, the Board has adopted the following guidelines for a
3 retirement incentive program:

4 *Eligible Personnel*

5 The following non-certified Leadership Team positions; Assistant Director for Administration, Chief
6 Human Resources Officer, Chief Financial Officer, Chief Technology Officer, Operations Supervisor,
7 Custodial Supervisor and Safety Specialist, Transportation Supervisor, School Nutrition Coordinator,
8 and the Coordinated School Health Director, who have completed fifteen (15) years of employment
9 with the Greeneville City School System and who meet the eligibility requirement for full benefits
10 under the Tennessee Consolidated Retirement System (TCRS) are eligible to participate in the
11 retirement incentive program offered by the Board. Participation in the program is voluntary.

12 *General Provisions*

- 13 1. The Board may modify or discontinue the program at its discretion; however, no such
14 modification or termination shall modify or terminate any benefit being received by any
15 program participant. The Board may waive any eligibility requirements at its sole discretion on
16 a case-by-case basis, taking into consideration the length of service provided by the applicant,
17 the best interests of the school system and the financial impact on the school budget that such a
18 waiver may cause.
- 19 2. It is the responsibility of the Director of Schools/~~designee~~ to notify the employee in writing of
20 ~~his/her~~ their eligibility.
- 21 3. An employee becomes eligible for the retirement incentive program when ~~s/he~~ they becomes
22 eligible for full retirement under the TCRS (30 years of creditable service or age 60). If the
23 employee elects not to participate in the program when eligibility is achieved, benefits will be
24 reduced as identified under Benefits, Section three (3).
- 25 4. Employees who wish to retire under the thirty years requirement must reach thirty years by the
26 end of the last school year which ~~s/he~~ they intends to work. Employees who wish to retire
27 under the age requirement must reach the age of sixty (60) by June 30 of the last school year
28 which ~~s/he~~ they intends to work.
- 29 ~~5. Employees who elect to retire under this program may not be considered for future employment~~
30 ~~by the Board except as permitted by the regulations of TCRS.~~
- 31 6. Entrance into the program shall coincide with the beginning of the fiscal year (July 1).

32 *Benefits*

1. An employee who chooses to participate in the retirement incentive program the first year of eligibility shall receive an annual amount equal to 20% of ~~his/her~~ **their** annual base salary. Benefits shall begin in July following retirement and shall be paid annually or bi-annually at the election of the recipient for three years from the date of retirement. Beginning with retirements during or after the 2008-2009 school year, the stipulation that retirement incentive benefits stop upon attainment of age sixty-two (62) is being removed.
2. Any applicant with thirty years or more of credited service, as defined by the TCRS, or any Applicant who has less than thirty years of credited service, as defined by TCRS, but who has attained the age of sixty (60) by the end of the fiscal school year (June 30) and who fails to make timely Application for the total benefits provided by the program, shall be deemed to have waived the right to claim total benefits. Benefits in the program will be determined in the following manner:
 - (a). Second year eligibility participation: 15% of the most recent annual base contractual salary(to be paid for two (2) years)
 - (b). Third year eligibility participation: 10% of the most recent annual base contractual Salary (to be paid for one (1) year)
3. Benefits provided by the program may not be assigned or transferred in any manner. Program benefits shall automatically cease at the death of the participant and shall not pass on to the estate or beneficiary of the participant.

Application Process

Any eligible non-certified person employed by the Board who desires to apply for benefits in the retirement incentive program shall apply not later than May 15 on forms supplied by the central office. Application shall be submitted to the Director of Schools. ***All retirements under this plan shall be effective on June 30 of the year in which the retirement is sought.***

INSURANCE FOR RETIREES

Eligibility

To be eligible for a health insurance benefit, employees must be eligible for full retirement benefits with the TCRS. State of Tennessee Benefits Administration eligibility guidelines are:

- Ten years of creditable service with the state or a participating Local Education agency and at least three continuous years of insurance coverage in the plan immediately prior to final termination of employment. The date retirement pension benefits commence (effective date of retirement with TCRS) must be on or before the date on which your active state coverage ceased. Note: the requirement for immediate commencement of retirement benefits will be waived for employees leaving the plan and becoming insured by a state or Local Government agency that participates in the State Group Insurance Program.

- 1 • At least 20 or more years of creditable service with the state or a participating Local Education
2 agency and at least one continuous year of insurance coverage in the plan immediately prior to
3 final termination of employment. The period of time between your final employment
4 termination date and the date retirement pension benefits commence (effective date of
5 retirement with TCRS) may be up to five years. Note: the five-year requirement for
6 commencement of retirement benefits will be waived for employees leaving the Local
7 Education Plan and becoming insured by a state or Local Government agency that participates
8 in the State Group Insurance Program.)
- 9 To be eligible for GCS board paid individual health insurance coverage, an employee's years of service
10 must total at least ten (10) years in the Greeneville City Schools.
- 11 Eligible employees may receive individual health insurance coverage provided and paid by the school
12 system for up to ten years or age 65. If an employee retires before age 55, ~~he/she is~~ they are
13 responsible for payment of insurance up to age 55 or after system paid 10 years.
- 14 At age 65, the employee will have the option of purchasing a Medicare supplement policy. No
15 supplemental policy is offered by the Greeneville City Schools.
- 16 Life insurance will be provided at system expense until age 65. After age 65, the retiree will have the
17 right to convert this coverage to a private policy at ~~his/her~~ their own expense.

Legal References

1. TCA 49-2-301(b)(1)(EE), (FF)
2. TCA 8-36-805

Cross References

Recommendations and File Transfers 5.203

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Drug-Free Schools	Descriptor Code: 6.307	Reviewed Date: 12/08/22
		Rescinds: 6.307	Adoption Date: 08/22/02

1 Students shall not consume, possess, use, sell, distribute, or be under the influence of illegal drugs or
2 alcoholic beverages in school buildings, on school grounds, in school vehicles or buses, or at any
3 school-sponsored activity, function, or event, whether on or off school grounds.¹ This includes, but is
4 not limited to, abuse of inhalants and prescription drugs.

5 Disciplinary sanctions shall be imposed on students who violate standards of conduct required by this
6 policy. Such sanctions shall be consistent with local, state, and federal laws, up to and including,
7 suspension/expulsion as well as referral for prosecution.² Completion of an appropriate rehabilitation
8 program may also be recommended.

9 Information about drug and alcohol counseling and rehabilitation programs shall be made available
10 through the school office.

11 In order to protect the rights of students, to safeguard the learning environment, and to contribute to a
12 “Drug Free” community, the Board’s plan for dealing with alcohol and drugs¹³ shall include the
13 following:

- 14 1. Appropriate ways for handling alcohol/drug-related medical emergencies;
- 15 16 2. Guidelines for reporting alcohol/drug incidents and illegal activities;
- 17 18 3. Guidelines for referral of students who may have an alcohol/drug problem and/or are considered
19 "high risk" to agencies and other appropriate sources of assistance ~~appropriate help~~; and
- 20 21 4. Effective working relationships with appropriate community agencies, such as alcohol/drug
22 service providers, law enforcement agencies, and judicial officials.

23 Through the use of state guidelines, the Director of Schools/~~designee~~ shall be responsible for:

- 24 1. Developing and implementing an appropriate curriculum on alcohol and drug education for
25 students;
- 26 27 2. Providing adequate information and training for all staff personnel as appropriate to their
28 responsibilities;

- 1 3. Implementing the relevant portions of the Drug-Free Youth Act;^{2 4}
- 2
- 3 4. Developing administrative ~~procedures rules and guidelines~~ for the school ~~district system~~ to
- 4 effectively respond to alcohol and drug situations that may occur at school or school-sponsored
- 5 events; and
- 6
- 7 5. Providing notification to parent(s)/guardian(s) and students that compliance with this policy is
- 8 mandatory.

9 ~~Students shall not consume, possess, use, sell, distribute or be under the influence of illegal drugs or~~

10 ~~alcoholic beverages in school buildings or on school grounds at any time, in school vehicles or buses, or~~

11 ~~at any school-sponsored activity, function or event whether on or off school grounds.³ This includes but~~

12 ~~is not limited to abuse of inhalants and prescription drugs.~~

13 ~~Disciplinary sanctions shall be imposed on students who violate standards of conduct required by this~~

14 ~~policy. Such sanctions will be consistent with local, state and federal laws, up to and including~~

15 ~~suspension/expulsion as well as referral for prosecution.⁴ Completion of an appropriate rehabilitation~~

16 ~~program may also be recommended.~~

17 ~~Information about drug and alcohol counseling and rehabilitation programs will be made available~~

18 ~~through the school office.~~

Legal References

1. TCA 39-17-715; TCA 39-17-432
2. TCA 49-6-3401; TCA 49-6-4209
3. TRR/MS 0520-01-13-.01(1)(e)
4. TCA 55-10-701 et seq.; 20 USCA § 7116

Cross References

- Alcohol & Drugs in the Workplace 1.804
- In-Service and Professional Learning Opportunities 5.113
- Zero Tolerance Offenses 6.309
- Suspension 6.316

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Student Alcohol and Drug Testing	Descriptor Code: 6.3071	Revision Date: 12/08/22
		Rescinds: 6.3071	Adoption Date: 10/28/10

1 Students will be notified in writing at the beginning of each school year or at the time of enrollment that
2 they shall be subject to testing for drugs and alcohol during the school year.¹ Principals are authorized
3 to order drug tests for individual students when there is a reasonable suspicion to believe that:²

- 4 1. The school board policy on alcohol and drug use has been violated;
- 5 2. A search of lockers produced evidence of the presence of drugs and/or alcohol;
- 6 3. A search of persons and containers produced evidence of a presence of drug and/or alcohol;
- 7 4. A search of vehicles produced evidence of the presence of drugs and/or alcohol; or
- 8 5. Through observation or other reasonable information reported by a teacher, staff member or other
9 student that a student is using drugs and/or alcohol on school property.

10 Upon receiving reasonable information, the **P**incipal shall take the following steps:

- 11 1. Call the student into the **P**incipal's office or another private place;
- 12 2. Summon an appropriate witness to the proceeding and to assist in furtherance of the proceeding;
- 13 3. Inform the student of the substance of the information available to ~~him/her~~ **them** which is the
14 basis for the determination that a test is necessary;
- 15 4. Inform the student of the procedures which shall be followed in administering the test;
- 16 5. Give the student an opportunity to decline the test and inform the student that if the test is not
17 taken the penalty shall be suspension from school and a hearing before the disciplinary hearing
18 authority;
- 19 6. Notify the parent or guardian of the student of the impending test.

20 Tests shall be conducted in the presence of a witness. Persons who shall act as witnesses shall be
21 Coordinated School Health Supervisor or school system health staff. The specimen shall be taken in a
22 manner which will protect the privacy rights of the student and which will assure that the integrity of the
23 specimen itself is not compromised.

24 The tests ordered on the specimen will include but are not limited to the basic drug screen panel utilized
25 by the school system. Extra testing that is ordered shall be appropriate for accurate detection of the
26 substance in question. Test reports from laboratories shall include the specimen number assigned by the
27 submitting LEA, the drug testing laboratory accession number and results of the drug tests.

1 Tests shall be conducted by properly trained persons in circumstances that ensure the integrity, validity
2 and accuracy of the test results but are minimally intrusive and provide maximum privacy to the tested
3 student. All tests shall be performed by an accredited laboratory.³

4 Upon receiving a written, certified copy of the analysis from a Medical Review Officer (MRO), the
5 Principal shall do one of the following:⁴

- 6 1. If the results of the analysis are negative, all evidence of the individual test, including all
7 records in the school that the test was ordered and the reasons therefore, shall be destroyed.
- 8 2. If the results of the analysis are positive, the student and parents or guardian shall be given
9 the written notice of the result. All records of the test, request for a test or indication a
10 student has been tested shall be confidential student records.⁵ In addition, they shall receive
11 referral information which shall include counseling, in-patient, out-patient, and community-
12 based drug and alcohol treatment programs.⁶

13 In the case of positive results of the analysis, the Principal shall suspend the student and refer the matter
14 to the disciplinary hearing authority for further action.

15 **Random Drug Testing⁷**

16 Due to the severity of the drug use problem, both locally and throughout the State, students involved in
17 any voluntary extracurricular activities shall be subject to random drug tests. Parents and students will
18 be informed of this policy prior to participation and shall sign a consent to the drug testing and a release
19 of information as a condition of participation.

20 Participation in extracurricular activities is a privilege and not a right. Any student taking part in these
21 activities may be tested at the beginning of the first activity season each school year and may be tested
22 randomly thereafter, as long as they participate during that year.

23 Testing procedures will be developed by qualified personnel and approved by the Board of Education.
24 It is the intent of the Board that the procedures be carried out uniformly, fairly, and confidentially to
25 ensure the reliability and validity of the plan. It is also the intent of the Board that students who violate
26 the policy will be removed from competition for a minimum of fourteen (14) calendar days and provided
27 with information to seek assistance. A second violation will result from all athletics for 365 days, and a
28 third violation will end all athletic participation throughout the student's high school career.

29 Regulations and procedures developed to carry out this policy will be on file at the schools and at the
30 director of schools' office.

Legal References

1. TCA 49-6-4213
2. TCA 49-6-4213(a)(1)
3. TCA 49-6-4213(d)
4. TCA 49-6-4213(j)-(k)
5. TCA 10-7-504
6. TCA 49-6-4213(l)
7. TCA 49-6-4213(a)(2)

Cross References

Alcohol & Drugs in the Workplace 1.804
Drug-Free Schools 6.307
Disciplinary Hearing Authority 6.317

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Bus Safety and Conduct	Descriptor Code: 6.308	Reviewed Date: 12/08/22
		Rescinds: 6.308	Adoption Date: 03/24/20

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

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

6 All passengers riding a seat belt/shoulder harness equipped bus are required to fasten ~~his/her~~ their seat
7 belt before the bus may proceed with route. Seat belts must remain fastened until arrival at final
8 destination of passenger. Adult passengers may be allowed to unfasten seat belts in cases where
9 movement around the bus are necessary to ensure the safety, security and welfare of occupants. All
10 riders shall be notified of mandatory seat belt policy and instructed in proper use. The bus driver shall
11 regulate compliance with this policy and report violations to proper authorities.

12 Students are under the supervision and control of the bus driver while on ~~his/her~~ their bus, and all
13 reasonable directions given by ~~his/her~~ them shall be followed. A driver may remove a student in the
14 event that the driver finds it necessary for the safety of the other student passengers or the driver,
15 provided that the driver secures the safety of the ejected student for the uncompleted trip. A driver
16 shall report to school authorities as soon as possible, but no later than the end of the route, any student
17 refusing to obey the driver or exiting the bus without the driver's permission at a point other than the
18 student's destination for that trip.²

19 The Principal of the student transported shall be informed by the bus driver of any serious discipline
20 problem and may be called upon to assist if necessary. A student may be denied the privilege of riding
21 the bus if the Principal determines that ~~his/her~~ their behavior is such as to cause disruption on the bus;
22 or if ~~his/her~~ the student disobeys ~~applicable policies and procedures state or local rules and regulations~~
23 pertaining to student transportation.

24 The suspension of a student from riding the school bus shall follow the same procedures as for any
25 other school suspension.

26 Any student who gets off the bus at any point between the pick-up point and school ~~shall must~~ present
27 the bus driver with a note of authorization from the parent/guardian or the Principal of the school that
28 the student attends.

29 Any student wishing to ride a bus other than his/her designated bus ~~shall must~~ have written parental
30 permission and the approval of the Principal/~~or his/her~~ designee.

1 Students who transfer from bus to bus while in route to and from school shall be expected to abide by
 2 the discipline policies adopted by the Board and ~~procedures maintained rules adopted~~ by the ~~staff of~~
 3 ~~the~~ terminal school.

4 **USE OF PHOTOGRAPHS AND VIDEO FOOTAGE ~~CAMERAS~~**

5 ~~Cameras or~~ video cameras may be used to monitor student behavior on school ~~buses vehicles~~
 6 transporting students to and from school or extracurricular activities. ~~Photographs and video footage~~
 7 ~~surveillance~~ shall be used only to promote the order, safety, and security of students, staff, and
 8 property.

9 Students in violation of bus conduct rules shall be subject to disciplinary action in accordance with
 10 established Board policy ~~and regulations~~ governing student conduct and discipline.

11 The district shall comply with all applicable state and federal laws related to photographs and video
 12 footage.³ These materials shall be maintained for 15 days. Parent(s)/guardian(s) may submit requests to
 13 view photographs and video footage to the Director of School/designee, and a time shall be arranged for
 14 viewing. The Director of Schools/designee shall be present when parent(s)/guardian(s) are provided the
 15 opportunity to review photographs and video footage.⁴

16 The Director of Schools/~~or his/her~~ designee, ~~is directed to shall~~ develop procedures governing the use
 17 of ~~cameras and~~ video cameras in accordance with the provisions of ~~the state and federal~~ law and
 18 established Board policies.

Legal References

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

Cross References

Student Transportation Management 3.400
 Scheduling and Routing 3.401
 Code of ~~Conduct Behavior and Discipline~~ 6.300
 Suspension 6.316
 Student Records 6.600
~~Student Records~~ Annual Notification of Rights 6.601
 Inspection and Correction of ~~Student Records Procedure~~
 6.602

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Zero Tolerance Offenses	Descriptor Code: 6.309	Revision Date: 12/08/22
		Rescinds: 6.309	Adoption Date: 07/23/13

In order to ensure a safe and secure learning environment, the following offenses shall not be tolerated:¹

1. Bringing to school or being in unauthorized possession of a firearm on school property;²
2. Unlawful possession of any drug, including any controlled substance, controlled substance analogue, or legend drug on school grounds or at a school-sponsored event;³
3. Aggravated assault;⁴ **or**
4. Assault that results in bodily injury⁵ upon any teacher, Principal, administrator, any other employee of the school, or school resource officer.
5. Possessing, handling, transmitting, using, or attempting to use any deadly weapon⁶ in school buildings, on school grounds at any time, in school vehicles and/or buses or off school grounds at a school sponsored activity, function or event.
6. Transmitting by an electronic device any communication containing credible threat to cause bodily injury or death to another student or school employee and the transmission of such threat creates actual disruptive activity at the school that requires administrative intervention.

Committing any of these offenses shall result in a student being expelled from the regular school program for at least one (1) calendar year unless modified by the Director of Schools. Modification of the length of time shall be granted on a case-by-case basis. Students that commit zero tolerance offenses may be assigned to an alternative school or program at the discretion of the Director of Schools.⁷⁶

When it is determined that a student has violated this policy, the Principal ~~of the school~~ shall notify the student's parent(s)/~~or~~guardian(s) and the criminal justice or juvenile delinquency system as required by law.⁸⁷

Legal References

1. TCA 49-6-3401(g)
2. 18 USCA § 921(a)(3); 20 USCA § 7961
3. TCA 39-17-454; TCA 53-10-101
4. TCA 39-13-102
5. TCA 39-13-101(a)(1)
6. ~~TCA 39-11-106(a)(6)~~
7. TCA 49-6-3401(g)(2); TCA 49-6-3402
8. TCA 49-6-4209; TCA 39-17-1312; 20 USCA § 7961(h)(1)

Cross References

- Code of Conduct 6.300
Drug-Free Schools 6.307
Suspension 6.316
Student Disciplinary Hearing Authority 6.317
Alternative ~~School Programs Education~~ 6.319
Safe Relocation of Students 6.4081

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: <h2 style="text-align: center;">Dress Code</h2>	Descriptor Code: 6.310	Reviewed Date: 12/08/22
		Rescinds: 6.310	Adoption Date: 07/24/18

- 1 Students shall dress and groom in a clean neat and modest manner so as not to distract or interfere with
- 2 the operation of the school.

- 3 More specific procedures appropriate for each level of school (elementary, middle, and high) shall ~~may~~
- 4 be developed by the Director of Schools.¹ Principals and appropriate faculty ~~members and students~~ shall
- 5 be involved in the development of each set of procedures.

- 6 When a student is dressed in a manner which causes disruption or interference with the operation of the
- 7 school or in a manner that violates the developed procedures, the Principal shall take appropriate action,
- 8 which may include suspension.

Legal References

1. TCA 49-6-4215(a)~~(+)~~

Cross References

- Code of Conduct 6.300
Suspension 6.316

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Care of School Property	Descriptor Code: 6.311	Revision Date: 12/08/22
		Rescinds: 6.311	Adoption Date: 05/20/19

1 Students shall help maintain the school environment, preserve school property, and exercise care while
2 using school facilities.

3 All district employees shall report all damage or loss of school property to the Principal/~~or~~designee
4 immediately after such damage or loss is discovered. The Principal/~~or~~designee shall make a full and
5 complete investigation of any instance of damage or loss of school property. The investigation shall be
6 carried out in cooperation with law enforcement officials when appropriate.

7 ~~School property is defined as buildings, buses, books, equipment, records, instructional materials or~~
8 ~~any other item under the jurisdiction of the Board.~~

9 When the person causing damage or loss has been identified and the costs of repair or replacement
10 have been determined, the Director of Schools,~~or his/her~~ /designee, shall take steps to recover these
11 costs. This may include recommending the filing of a civil complaint in court to recover damages. If
12 the responsible person is a minor, recovery will be sought from the minor's parent/~~or~~guardian.¹

13 In addition, the district may withhold the grades, diploma, and/or transcript of the student responsible
14 for vandalism or theft or otherwise incurring any debt to a school until the student or the student's
15 parent(s)/guardian(s) has paid for the damages.² If a student and/or ~~his/her~~ their parent/guardian
16 dispute the damages or the amount of damages, the Director of Schools/~~designee~~ shall meet with them
17 to discuss the matter. Within five (5) days of the meeting, the Director of Schools/~~designee~~ shall notify
18 the student and ~~his/her~~ their parent/guardian of the final decision.

19 When the minor and parent/~~guardian~~ are unable to pay for the damages, the ~~Director of~~
20 ~~Schools/designee district~~ may meet with the parent/guardian in an attempt to reach an agreement. or
21 choose to provide a program of voluntary work for the minor. Upon payment, or completion of an
22 agreement between the ~~Director of Schools/designee district~~ and a parent/guardian, or completion of
23 the voluntary work, the student's grades, diploma, and/or transcripts shall be released. Such sanctions
24 shall not be imposed if the student is not at fault.

Legal References

1. TCA 37-10-101
2. ~~TRR/MS-0520-01-02-16(b)~~

Cross References

- Visitors to the Schools 1.501
- Safety 3.201
- Security 3.205
- Community Use of School Facilities 3.206
- Student Fees and Fines 6.709

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Use of Email	Descriptor Code: 1.805	Reviewed Date: 01/26/23
		Rescinds: 1.805	Adoption Date: 08/27/19

1 All staff and board members who have access to the district network shall adhere to the following
2 guidelines when sending or receiving messages via system-wide electronic mail (email):

- 3 1. Messages shall pertain to legitimate board/district business. Email shall not be used to
4 circumvent requirements of the Open Meetings Act.²
5
6 2. Because all computer hardware and software belong to the Board, all data including email
7 communications stored or transmitted on school system computers will be monitored.
8 Staff/board members have no right to privacy with regard to such data. Email correspondence
9 may be a public record under the public records law and may be subject to public inspection.¹
10
11 3. Staff/board members will be asked to sign terms and conditions for *Use of the Internet*.
12 Staff/board members shall not reveal their passwords to others in the network or to anyone
13 outside of it. If anyone has reason to believe that a password has been lost or stolen or that
14 email has been accessed by someone without authorization, ~~he/she~~ that person shall contact the
15 Chief Technology Officer immediately.
16
17 4. It is the responsibility of the sender not to violate copyright laws.
18
19 5. Messages shall not be sent that contain material that may be defined by a reasonable person as
20 obscene or that are racist, sexist or promote illegal or unethical activity.

21 Any usage contrary to the above shall be reported immediately to the Director of Schools and may
22 result in the suspension and/or revocation of system access or if deemed necessary, appropriate
23 disciplinary action may be taken.

Legal References

1. TCA 10-7-512
2. TCA 8-44-102

Cross References

Use of the Internet 4.406

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: <h2 style="text-align: center;">Advertising and Distribution of Materials in the Schools</h2>	Descriptor Code: 1.806	Reviewed Date: 01/26/23
		Rescinds: 1.806	Adoption Date: 08/27/19

- 1 No part of the school system, including the facilities, the name, the staff, and the students, shall be
 2 used for advertising or promoting the interests of any commercial, political, or other non-school
 3 agency or organization except that:
- 4 1. The school may cooperate in furthering the work of any non-profit, community-wide social
 5 service agency provided that such cooperation does not restrict or impair the educational
 6 programs of the schools;
 - 7 2. The school may participate in radio or television programs under acceptable commercial
 8 sponsorship when such programs are educationally beneficial;
 - 9 3. Community, educational, charitable, recreational, and other similar civic groups may advertise
 10 an event pertinent to students' interests or involvement. Such advertisement, including the
 11 distribution of materials, shall be subject to any guidelines related to time, place, and manner
 12 established by the principal;
 - 13 4. The principal shall screen all materials prior to distribution to ensure their appropriateness. The
 14 principal may prohibit materials that:
 - 15 a. Would likely cause substantial disruption of the operation of the school;
 - 16 b. Violate the rights of others;
 - 17 c. Are obscene, lewd, or sexually explicit; or
 - 18 d. Cause students to reasonably believe to be sponsored or endorsed by the school;
 - 19 5. The school may, upon approval of the Director of Schools, cooperate with any governmental
 20 agency in promoting activities which advance the education or other best interests of the students;
 - 21 6. Political literature shall not be distributed through the school to students, nor sent home to
 22 parents, nor placed in teachers' mail boxes, lounges, or on school premises;
 - 23 7. Political signs for people who are running for public office shall not be allowed on school
 24 property except those being held by poll workers on election day or those being used for
 25 educational purposes relative to the electoral process;¹
 - 26 8. School publications may accept and publish paid advertising under procedures established by the
 27 Director of Schools; and

- 1 9. A teacher may display campaign banners, signs, or other items of campaign or political
2 advertising at school when the display or use of the item is for educational purposes relative to
3 the electoral process.¹

Legal References

1. TCA 2-19-206(d)

Cross References

Board-Community Relations 1.500
Vendor Relations 2.809
Staff Gifts and Solicitations 5.605
Political Activities 5.606
Student Publications 6.704

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Use of School Name	Descriptor Code: 1.807	Reviewed Date: 01/26/23
		Rescinds: 1.807	Adoption Date: 08/27/19

- 1 No School or community organization, employee, student, or other person may use the name of the
- 2 school system or an individual school in any promotional manner or for personal benefit without prior
- 3 approval of the Board.

Cross References

Board-Community Relations 1.500

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Registered Sex Offenders	Descriptor Code: 1.808	Reviewed Date: 01/26/23
		Rescinds: 1.808	Adoption Date: 08/27/19

1 *General*

2 Individuals registered as sex offenders in Tennessee or any other state are prohibited from the premises
3 of any school in this district, except for the limited circumstances stated in this policy.¹

4 **PRESENCE ON SCHOOL PROPERTY**

5 No registered sex offender, other than a student enrolled in the school in question, shall come on, about,
6 or within 1,000 feet of a local school's property line, except as provided below.² If any employee of the
7 school district becomes aware of any registered sex offender's presence on school property, he/she shall
8 immediately inform the principal, who shall direct the individual to leave the premises immediately. The
9 principal shall request assistance from local law enforcement authorities if offender resists the principal's
10 directives. If the registered sex offender repeats this restriction of coming on to school property, the
11 principal may confer with legal counsel to take appropriate legal action.

12 Neither this policy nor state law impose any duty upon a principal or any other employee of the local
13 school district to review the sex offender registry for individuals who may come upon the property.

14 **PARENTS/GUARDIANS WHO ARE REGISTERED SEX OFFENDERS**

15 A parent/guardian of a child who is enrolled in the school may attend a conference with school
16 officials with the written permission of the school's principal.

17 An offender may come within the 1,000 feet limit provided that the individual is dropping off or picking
18 up a child or children enrolled in the school.

19 Principals shall speak with the parent upon learning of their status as a sex offender to communicate the
20 restrictions of this policy and to establish open dialogue with the parent. The principal shall take all
21 appropriate measures to protect the privacy of the sex offender's child.

Legal References

1. TCA 40-39-201 *et seq.*
2. TCA 40-39-211(a)

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Charter School Applications	Descriptor Code: 1.901	Reviewed Date: 01/26/23
		Rescinds: 1.901	Adoption Date: 08/27/19

1 *General*

2 This policy shall apply to sponsors and potential sponsors of charter schools. It shall not apply to
3 charter schools converted from existing public schools. Proposals from existing charter school
4 operators or replicators and applicants proposing to contract with educational service providers shall be
5 in accordance with state law.¹

6 **APPLICATION PROCESS²**

7 A prospective charter school sponsor shall send the Director of Schools notice of its intent sixty (60)
8 days prior to February 1st of the year preceding the year in which the proposed charter school plans to
9 begin operation as a charter school.

10 A sponsor seeking Board approval of an initial charter school application shall complete the forms
11 provided by the Department of Education. The application shall provide all the information required by
12 state law. The sponsor shall demonstrate that the proposed charter school meets the purpose prescribed
13 by state law for the formation of a charter school, and the proposed charter school will be able to
14 implement a viable program of quality education for its students.³

15 Applications shall be submitted to the Board and Department of Education on or before 4:30 p.m. on
16 February 1st of the year preceding the year in which the proposed charter school plans to begin
17 operation as a charter school. If the 1st of February falls on a Saturday, Sunday, or holiday on which
18 the school district offices are closed, applications will be accepted on the next business day on or
19 before 4:30 p.m. Late applications will not be accepted, without exception. The sponsor shall pay an
20 application fee of \$2,500.00.²

21 **REVIEW TEAM¹**

22 If necessary, the Board shall appoint a review team to assist in reviewing and evaluating charter school
23 applications. The team shall be composed of members of the administrative staff for the district,
24 community members, and a member of the Board with relevant educational, organizational, financial,
25 and legal experience. At the board meeting in December of each year, the Director of Schools shall
26 make a recommendation to the Board on which members of his/her administrative staff should be
27 appointed to the team. The Board shall name the members of the team at its meeting in January of each
28 year. The Board shall designate a Chair of the review team as the contact person for answering
29 questions about the application process and receiving applications. The Director of Schools shall
30 develop an orientation for the team to ensure consistent evaluation standards and the elimination of
31 real or perceived conflicts of interest.

1 The Board shall require the Director of Schools to develop a procedure for receiving, reviewing, and
2 ruling on applications for the establishment of charter schools by the review team. The procedure shall
3 include a timeline for the application and review process. A copy of the procedure, including the
4 review criteria, shall be available to any interested party upon request.

5 The review team shall:

- 6 1) Evaluate all charter school applications based on the review criteria adopted by the Board;
7
- 8 2) Recommend one of the following options to the Board for each application: approve, reject, or
9 reject with stipulations for reconsideration; and
10
- 11 3) Make recommendations for revocation, renewal, or non-renewal of charter school contracts.

12 **APPROVAL/DENIAL OF APPLICATION⁴**

13 The Board shall rule by resolution on the approval or denial of a charter school application within
14 ninety (90) calendar days of receipt of the completed application, or the application shall be deemed
15 approved by law. The Director of Schools shall report the action taken by the Board to the Department
16 of Education.

17 *Approval*

18 The sponsor of a charter school that is approved by the Board shall enter into a written agreement with
19 the Board which shall be binding on the charter school's governing body. The charter school agreement
20 shall be in writing and signed by the sponsor and the Board.

21 The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state
22 and local allocations or thirty-five thousand dollars (\$35,000), whichever is less.⁵

23 Charter schools approved by the Board are expected to implement the application as submitted and
24 approved. Material variations in operations from the approved application require amendment pursuant
25 to statute and the charter school agreement.⁶

26 The Board shall not provide services to charter schools that are not requested during the application
27 process except for those services that are required under state or federal laws. Services agreed to be
28 provided to the charter school by the Board shall be provided at board actual cost. The Board and
29 charter school shall execute a service contract for any additional services.

30 New charter school agreements are approved for a ten (10) year period.⁷ The Board may revoke or
31 deny renewal of a charter school agreement for any of the reasons enumerated in state law.⁸

32 *Denial*

33 Upon written receipt of the grounds for denial, the sponsor shall have thirty (30) calendar days within
34 which to submit an amended application to correct the deficiencies. The Board shall have sixty (60)
35 calendar days either to deny or to approve the amended application, or the application shall be deemed
36 approved by law.⁴

- 1 Within ten (10) calendar days of final denial, an appeal may be filed with the Tennessee Charter
- 2 School Commission.⁹

Legal References

1. TCA 49-13-106; State Board of Education Policy 6.111
2. TCA 49-13-107; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01
3. TCA 49-13-110
4. TCA 49-13-108; TRR/MSS 0520-14-01
5. TCA 49-13-128
6. TRR/MS 0520-14-01-06; TCA 49-13-110
7. TCA 49-13-110(c)
8. TCA 49-13-122
9. TCA 49-13-108(b)(5)

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Inventories	Descriptor Code: 2.702	Reviewed Date: 01/26/23
		Rescinds: 2.702	Adoption Date: 04/24/14

1 Equipment is defined as all items (machinery, implements, tools, furniture, livestock, vehicles, and
2 other apparatus) with a unit cost of \$5,000 or more and a minimum useful life expectancy of three
3 years. Freight charges and installation costs shall be included in the cost.

4 GENERAL

5 The Director of Schools or **his/her** designee shall establish an accurate inventory procedure for all
6 school real and personal (e.g., material and equipment) property, and this system shall be implemented
7 at each District facility. Administrative personnel shall ensure that a physical count of all such property
8 is taken at the end of each fiscal year, and this inventory shall be properly entered on the appropriate
9 records for accounting purposes.¹

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

11 EQUIPMENT PROCURED WITH FEDERAL DOLLARS²

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

17 A physical inventory of the property must be taken and the results reconciled with the records at least
18 once every two years.

19 The Director of Schools or **his/her** designee shall establish procedures that meet all federal
20 requirements, including guidelines for the purchasing, inventorying, security, and disposition of all
21 equipment purchased with federal funds.

Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-23 - Section 4-25
2. 2 CFR § 200.311-.315

Cross References

- Surplus Property Sales 2.403
Security 3.205
Equipment & Supplies Management 3.300

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Use of Unmanned Aircraft Systems (Drones)	Descriptor Code: 3.219	Reviewed Date: 01/26/23
		Rescinds: 3.219	Adoption Date: 04/26/18

- 1 An unmanned aircraft system (Drone) means a powered, aerial vehicle **that:**¹
- 2 1. Does not carry a human operator and is operated without the possibility of direct human
3 intervention from within or on the aircraft;
 - 4
 - 5 2. Uses aerodynamic forces to provide vehicle lift;
 - 6
 - 7 3. Can fly autonomously or be piloted remotely; and
 - 8
 - 9 4. Can be expendable or recoverable.⁴

10 *Appropriate Use*

11 Visitors and unsupervised students are prohibited from operating drones on District property. District
12 personnel are authorized to use aerial drones.

13 Staff members, students, coaches, sponsors, or parents representing the District or any of its affiliated
14 clubs shall operate any and all District drones in accordance with this policy and all applicable Federal
15 Aviation laws and regulations such as the FAA Modernization and Reform Act of 2012.² This includes
16 any additional certifications or authorizations that may be required from the Federal Aviation
17 Administration based on the drone's intended use.³

18 The following guidelines must be adhered to by anyone flying a drone on District property:

- 19 1. All drones operating on District property must weigh no more than 55 lbs.
- 20
- 21
- 22 2. Operators must not operate a drone within five (5) miles of any airport without prior
23 notification and confirmation from airport authorities.
- 24
- 25 3. Operators must not operate a drone above an altitude of 400 feet above ground level and must
26 remain clear of surrounding obstacles.
- 27
- 28 4. Operators must maintain safe control and line of sight with the drone during all stages of
29 operation.
- 30

- 1 5. Operators must maintain a safe operating distance from crowds and ensure drone operations do
2 not interfere with manned aircraft operations.
3
- 4 6. Data collected by a drone can only be used for hobby (educational) purposes and may not be
5 sold for profit.
6
- 7 7. If there is a plan to fly drones over property that is not owned by the District, the Director of
8 Schools or his/her designee shall first obtain written permission from the owner of the property
9 at issue. District personnel operating drones on property not owned by the District must adhere
10 to all requirements of this policy.
11
- 12 8. Operators assume all risk of damage to property and bodily injuries that may occur due to
13 unsafe operation of District owned drones.

14 *Inappropriate Use*

15 Inappropriate use of drones includes, but is not limited to, the following:

- 16 1. Violating any local, state, or federal statutes or regulations;⁴
17
- 18 2. Taking pictures of property or persons without consent;⁵
19
- 20 3. Violating safe operating protocols as defined in drone user manual and classroom guidelines;
21
- 22 4. Failing to follow a District policy while using the District's drone technology or failing to
23 follow any other policies or guidelines established by District administrators or their designees;
24 and
25
- 26 5. Harassing, defined as persistently annoying of another, interfering with another's work,
27 insulting, or attacking others.

28 *Violations*

29 District staff shall monitor for inappropriate use of District drone technology as defined by this policy.
30 Violators may be subject to disciplinary action, up to and including suspension and/or expulsion for
31 students or suspension and/or termination for employees.

Legal References

1. TCA 39-13-609(b)
2. FAA Modernization and Reform Act of 2012, 49 USCA § 40101 *et seq.*; 49 USCA § 44801 *et seq.*
3. FAA Modernization and Reform Act of 2012, 49 USCA § 40101 *et seq.*; 14 CFR § 21.1 *et seq.*
4. TCA 39-13-903; TCA 39-14-405
5. TCA 39-13-903(a)(3)

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Student Transportation Management	Descriptor Code: 3.400	Reviewed Date: 01/26/23
		Rescinds: 3.400	Adoption Date: 09/23/99

1 *General*

2 School buses shall be maintained and operated in accordance with state law and State Board Rules and
3 Regulations.¹

4 Each bus shall be equipped with the phone number for reporting safety complaints. This number shall
5 appear on the rear bumper.²

6 To avoid the financial burden of replacing an aging bus fleet at any one time, the Board shall attempt to
7 replace a certain number of buses each year on a rotating basis.

8 All accidents, regardless of the damage involved, must be reported to the Transportation Supervisor,
9 including incidents in which any part of the bus contacts any other object or vehicle.

10 The Director of Schools shall develop procedures to ensure compliance with the statutory and
11 regulatory requirements for the transportation program.

12 **TRANSPORTATION SUPERVISOR³**

13 The Director of Schools shall appoint a Transportation Supervisor for the system. **They**He/she shall be
14 responsible for the monitoring and oversight of transportation services for the District.

15 The Transportation Supervisor shall complete a student transportation management training program
16 upon appointment. Every year the Transportation Supervisor shall complete a minimum of four (4)
17 hours of training **annually**.

18 The Director of Schools **or his/her /designee** shall ensure that training is completed and provide the
19 state department of education with appropriate documentation.

20 **COMPLAINT PROCESS⁴**

21 The following procedures will govern how students, teachers, staff, and community members shall
22 submit bus safety complaints:

23 1. All complaints shall be submitted to the Transportation Supervisor; and

24

25 2. Complaints may be submitted in person, via phone or email.

26

27 a. In the case of a complaint received via phone, the person receiving the phone call shall
28 be responsible for filling out the form and submitting it to the Transportation
Supervisor. These forms are available online with other internal documents.

1 The Transportation Supervisor shall begin an investigation of all bus safety complaints within twenty-
2 four (24) hours of receipt.

3 The Transportation Supervisor shall submit a preliminary report to the Director of Schools within
4 forty-eight (48) hours of receipt of the initial complaint. This report shall include:

- 5 1. The time and date the complaint was received;
- 6
- 7 2. The name of the bus driver and bus number;
- 8
- 9 3. A copy or summary of the complaint; and
- 10
- 11 4. Any prior complaints or disciplinary actions taken against the driver.

12 The Transportation Supervisor shall submit a final written report to the Director of Schools that details
13 the investigation's findings as well as the action taken in response to the complaint within sixty (60)
14 school days of receiving the initial complaint.

15 An annual notice of this complaint process shall be provided to parents and students. This information
16 shall be made available in the student handbook.

17 **RECORDKEEPING⁵**

18 The Transportation Supervisor shall be responsible for the collection and maintenance of the following
19 records:

- 20 1. Bus maintenance and inspections forms;
- 21
- 22 2. Bus driver credentials, including required background checks, health records, and performance
23 reviews;
- 24
- 25 3. Driver training records; and
- 26
- 27 4. Complaints received and any records related to the investigation and complaints.

Legal References

1. TCA 49-6-2109; TRR/MS 0520-01-05
2. TCA 49-6-2116(d)(3)
3. TCA 49-6-2116(a)-(c)
4. TCA 49-6-2116(d)(1),(2)
5. TCA 49-6-2116(d)(5)

Cross References

Bus Safety and Conduct 6.308
Homeless Students 6.503

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Scheduling and Routing	Descriptor Code: 3.401	Reviewed Date: 01/26/23
		Rescinds: 3.401	Adoption Date: 08/27/19

- 1 The Transportation Supervisor shall be responsible for surveying all bus routes, scheduling bus
2 transportation, including the determination of bus stops, and the assignment of students.
- 3 Appeals of transportation decisions shall be made to the Director of Schools.
- 4 Students shall not be in transit to and from school more than one and one-half hours each way.¹
- 5 Upon being hired and at the beginning of each school year thereafter, every bus driver shall be given the
6 policies and procedures relative to the transportation program.²
- 7 Once the official route is begun, stops shall only be made to take on, discharge, or transfer students.
8 Buses are not to make any non-designated stops, except for emergencies, when transporting students.
- 9 No student shall be allowed to exit the bus at a stop other than the student's regular bus stop unless the
10 student provides the driver with a note from the parent or guardian containing both the signature of the
11 parent or guardian and the Principal or designee informing the driver of the change in the student's bus
12 stop for the day. The driver shall turn the note over to the student's Principal or other school authority
13 as soon as practical after the completion of the route.³
- 14 In the event that the driver finds it necessary for a student to exit the bus at a stop other than the student's
15 designated stop in order to preserve the safety of other student passengers or the driver, the driver may
16 remove the offending student from the bus provided that the driver secures the safety of the student for
17 the uncompleted trip. A driver shall report to school authorities as soon as possible, but no later than the
18 end of the route, any student refusing to obey the driver or exiting the bus without the driver's permission
19 at a point other than the student's destination for that trip.⁴
- 20 Students who ride school buses shall attend the school designated unless the Board designates an
21 alternate school. If a parent chooses to send **their his/her** child to another school in the system, the
22 parent must provide transportation to and from that school.

Legal References

1. TCA 49-6-2105
2. TCA 49-6-2118(b)
3. TCA 49-6-2118(a)
4. TCA 49-6-2118(c), (d)

Cross References

Bus Safety and Conduct 6.308

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: School and System Websites	Descriptor Code: 4.407	Reviewed Date: 01/26/23
		Rescinds: 4.407	Adoption Date: 03/27/03

1 CONTENT STANDARDS

2 The Board authorizes the creation of school and/or District web pages on the iInternet. Only those web
3 pages maintained in accordance with Board policy and established procedures shall be recognized as
4 official representations of the District or individual schools. All information on a school or District web
5 page must accurately reflect the mission, goals, policies, program and activities of the school and
6 District. The web page must have a purpose ~~which~~that falls within at least one of three categories:
7

- 8 1. Support of curriculum and instruction — intended to provide links to internet resources for
9 students, parent(s)/guardian(s), and staff in the District;
- 10 2. Public information —intended to communicate information about the schools and District to
11 students, staff, parent(s)/guardian(s), community, and the world at large; and
- 12 3. District technology support —intended to provide and respond to instructional and administrative
13 technology needs of students and staff.

14 All material on a school website shall be either original to the school, in the public domain, or posted
15 with the express permission of its rightful owner. -This includes, but is not limited to, text, graphics,
16 pictures, video, sounds, music, characters, logos, and trademarks. -Web page publications shall follow
17 all applicable copyright laws and guidelines.

18 Websites developed under contract for the school District or within the scope of employment by District
19 employees are the property of the school District.

20 PRIVACY STANDARDS¹

- 21 1. Because internet publications are available to the entire world, special care shall be taken to
22 protect the privacy of students and staff.- Web pages may not include personal identifying
23 information regarding a student¹ such as: telephone numbers, addresses, names of other family
24 members, names of friends, email addresses, specific location of a student at any given time,
25 grades, or any other academic information. No confidential information shall be published on or
26 linked to the website.
-

- 1
- 2 2. Student work may be published on web pages only with written consent of ~~a~~the student's
- 3 parent(s)/guardian(s) or the eligible student before each incident of publication. The authoring
- 4 student shall also sign a copyright consent form.
- 5
- 6 3. Links to student email accounts are prohibited.
- 7
- 8 4. Pictures of students may be included only under the following conditions:
- 9
- 10 a. Individual student pictures may be published on the website only with written consent of the
- 11 student's parent(s)/guardian(s) or eligible student.
- 12
- 13 b. Pictures of groups of students involved in a school-related activity may be published without
- 14 consent; however, the students shall only be identified by the group name.
- 15
- 16 c. Students shall not be individually identified in pictures unless there is a special reason for
- 17 doing so, such as recognition for receiving an award. ~~In~~ such cases, the student's
- 18 parent(s)/guardian(s) or eligible student must give written consent.

19 **ADVERTISING/SPONSORSHIPS**

20 Any use of advertising or sponsorships that appears on a school website must be approved by the school
21 web administrator, the principal, or the Director of Schools/~~or his/her~~ designee. Guidelines for approval
22 shall be established by the Director of Schools/~~or his/her~~ designee and must be consistent with the
23 Board's policies and guidelines used in other school and District publications.

24 **ADMINISTRATIVE PROCEDURES**

25 The Director of Schools shall develop administrative procedures for development of web pages including
26 content, quality, and consistency standards and shall designate an individual(s) to be responsible for
27 maintaining the official District web page and monitoring all District web page activity. A building
28 principal shall make such designation for an individual school. ~~Schools or departments who wish to~~
29 publish a web page must identify the webmaster's name, email address, and phone number on the web
30 page.

1 **CONCERNS/COMPLAINTS**

2 The building principal or Director of Schools, respectively, is ultimately responsible for accuracy and
3 appropriateness of the information made available on the website.- Concern about the content of any
4 page(s) created by students or staff should be directed to the building principal or the Director of Schools'
5 office when related to the District website. If the concern is not resolved, persons who wish to file a
6 formal complaint shall submit a written request for reconsideration of instructional material.

Legal References

1. 20 USCA § 1232g (a)(5)(A)-(B); *Elementary & Secondary Education* (20 USCA § 7908) Sec. 9528;
10 USCA § 503

Cross References

~~Reconsideration of Instructional Materials and Textbooks 4.403~~
Use of Copyrighted Materials 4.404
Employee-Developed Materials 4.405
Use of the Internet 4.406
Controversial Materials 4.801
Student Publications 6.704

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Recommendations and File Transfers	Descriptor Code: 5.203	Reviewed Date: 01/26/23
		Rescinds: 5.203	Adoption Date: 08/22/17

1 Other than the routine transmission of administrative and personnel files, district employees are
 2 prohibited from assisting a school employee, contractor, or agent in obtaining a new job if the individual
 3 knows, or has probable cause to believe, that the person seeking a job change engaged in sexual
 4 misconduct regarding a minor or student in violation of the law.¹

5 These requirements shall not apply if:

- 6 1. The information giving rise to probable cause has been properly reported to the appropriate law
 7 enforcement agency; and
- 8
- 9 2. The matter has been officially closed in one of the following ways:
 10
 - 11 a. The prosecutor or police have investigated the allegations and notified school officials
 12 that there is insufficient information to establish probable cause;
 - 13
 - 14 b. The employee, contractor, or agent has been charged and either acquitted or exonerated;
 15 or
 - 16
 - 17 c. The case remains open, and there have been no charges or indictment filed within four
 18 (4) years of the date the information was reported to the law enforcement agency.

19 Neither the district nor the Board shall enter into or require a current or former employee to enter into a
 20 non-disclosure agreement during a settlement for any act of sexual misconduct.¹

21 The Director of Schools shall develop administrative procedures to enforce this policy and comply
 22 with federal law.

Legal References

1. 20 USCA § 7926; TCA 49-2-131

Cross References

Application and Employment 5.106
 Separation Practices for Tenured Teachers 5.200
 Separation Practices for Non-Tenured Teachers 5.201
 Separation Practices for Non-Certified Employees 5.202
 Child Abuse and Neglect 6.409

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Emergency and Legal Leave	Descriptor Code: 5.301	Reviewed Date: 01/26/23
		Rescinds: 5.301	Adoption Date: 10/25/18

1 EMERGENCY LEAVE

2 An immediate supervisor may grant a certificated employee emergency leave during the workday for a
3 sudden, unexpected occurrence demanding immediate attention. Leave shall be taken as personal leave,¹
4 sick leave, or leave without pay. The employee who uses emergency leave shall confirm said leave on
5 appropriate forms the day after returning to work.

6 Principals or administrative supervisors shall ensure the employee submits the amount of time in which
7 they are released under this policy via the designated leave management system.

8 JURY DUTY

9 If an employee is summoned for jury duty, ~~s/he~~ they shall present written evidence ~~that s/he had been~~
10 ~~summoned of the summons~~ to serve on a jury. The employee shall be entitled to the usual compensation,
11 less the amount paid by the court.²

12 COURT APPEARANCES

13 If an employee appears in state or federal court because of a personal interest, whether as a plaintiff,
14 defendant or witness³ or voluntarily appears on behalf of family or friends, or when an employee is
15 required to appear in court either as a defendant or plaintiff in a civil case, personal leave or leave without
16 pay shall be granted in accordance with the established board policies on leaves. If an employee appears
17 because of work-related causes, ~~he/she~~ they will not be required to use personal leave or leave without
18 pay.

Legal References

1. TCA 49-5-711(c)
2. TCA 22-4-106(b)
3. TCA 16-15-708; TCA 24-2-109

Cross References

Short Term Leaves of Absence 5.300

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Reviewed Date: 01/26/23
		Rescinds: 5.302	Adoption Date: 09/25/14

1 PROFESSIONAL PERSONNEL

2 Professional personnel shall earn one (1) day of sick leave for each month employed during the school
3 year, and these days shall accumulate for an unlimited number of days.¹

4 Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness
5 or death of a member of the immediate family of a teacher, including the teacher's wife or husband,
6 parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-
7 in-law, son-in-law, brother-in-law, and sister-in-law.² In addition, Greeneville City Schools recognizes
8 any of the aforementioned relationships created by marriage.

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

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

14 The principal shall notify the Director of Schools' office at once if an employee is sick beyond the limit
15 of ~~his/her~~ their sick leave accumulation.

16 Permanent, cumulative sick leave records for each active professional employee shall be kept in the
17 Director of Schools ' office.

18 Any employee, upon employment, may transfer ~~his/her~~ their accumulated sick leave from another
19 Tennessee school system or institution of the state who participates in the state sick leave program,
20 provided that the Director of Schools of the system in which the accumulated leave was held provides
21 notarized verification.³

22 Professional personnel employed on a temporary or half time basis or greater shall be entitled to sick
23 leave in proportion to the basis of employment.

24 NON-CERTIFIED PERSONNEL

25 Non-certified personnel shall earn one (1) day of sick leave for each month an employee is employed.

26 At the termination of the employment of any employee, all unused sick leave accumulated by the
27 employee shall be forfeited.

1 At the discretion of the immediate supervisor, days under three (3) may require a physician statement
2 stating the reason for the absence.

3 Three (3) or more consecutive absences shall require an employee to provide a physician statement.

4 **SICK LEAVE BANK**

5 The purpose of the sick leave bank is to provide sick leave to all employees⁴ who have suffered an
6 unplanned personal illness, injury, disability, or quarantine and whose personal sick leave is exhausted.

7 To form a sick leave bank, a minimum of twenty (20) employees from the school system shall petition
8 the Board for permission to establish a sick leave bank.⁵ Upon approval, sick leave bank trustees shall
9 be appointed and shall operate as the governing body of the sick leave bank and shall enact rules and
10 regulations consistent with state law.⁶ Employees wishing to participate shall initially give a maximum
11 of three (3) days of sick leave. These days are to be deducted from the employee's personal accumulation
12 and donated to the sick leave bank. Donations of sick leave to the bank are nonrefundable and
13 nontransferable.⁷

14 At any time the number of days in the sick leave bank is less than twenty (20), or one (1) per employee
15 if there are more than twenty (20) members, or at any time deemed advisable, the trustees shall assess
16 each member one (1) or more days of accumulated sick leave. If an employee has no accumulated sick
17 leave at the time of assessment, the first earned days shall be donated as they are accrued by the
18 employee.⁷

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

22 By written notice to the trustees, an employee may withdraw from bank participation on June 30 of any
23 year.⁸ Membership withdrawal results in forfeiture of all days contributed.

24 The sick leave bank shall be operated in accordance with state law.⁹

25 **BEREAVEMENT LEAVE**

26 *All Full Time Employees*

27 Three (3) days of bereavement leave will be granted due to the death of an employee's spouse, parent,
28 child, grandchild, sibling, grandparents (including those of the employee's spouse), father-in-law or
29 mother-in-law. One (1) day of bereavement will be granted due to the death of an employee's aunt or
30 uncle (including those of the employee's spouse), son-in-law, daughter-in-law, brother-in-law, sister-in-
31 law, or any other person living in the home of the employee as a member of the family.

Legal References

1. TCA 49-5-710(a)(1)
2. TRR/MS 0520-01-02-.04(2)
3. TCA 49-5-710(a)(5)
4. TCA 49-5-811
5. TCA 49-5-803
6. TCA 49-5-804; TCA 49-5-805
7. TCA 49-5-807
8. TCA 49-5-806
9. TCA 49-5-801 *et seq.*

Cross References

Workers' Compensation 3.602
Orientation and Probation 5.107
Short Term Leaves of Absence 5.300
Family and Medical Leave 5.305
Physical Assault Leave 5.307

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Personal and Professional Leave	Descriptor Code: 5.303	Reviewed Date: 01/26/23
		Rescinds: 5.303	Issued: 07/25/19

1 Personal and professional leave shall be granted in accordance with laws of the State of Tennessee and
2 rules and regulations of the State Board of Education.

3 **PERSONAL LEAVE**

4 Certified employees shall earn personal and professional leave earned at the rate of one (1) day for each
5 one-half (½) year employed.¹ Greeneville City Schools provides certified employees an additional
6 personal day for a total of three (3) days per year.

7 If, at the termination of services, an employee has been absent for more days than leave has been earned,
8 an amount sufficient to cover the excess days used shall be deducted from the employee's final salary
9 payment.²

10 Subject to the following conditions, personal leave may be taken at the discretion of the employee:

- 11 1. Except in an emergency, each employee shall give the principal at least one day's notice in
12 writing of intent to take leave;
- 13 2. The approval of the principal of the school shall be required:³
 - 14 a. If more than ten percent (10%) of the teachers in any given school request its use on the
15 same day;
 - 16 b. If requested during any prior established student examination period;
 - 17 c. If requested on the day immediately preceding or following a holiday or vacation period;
 - 18 d. If personal leave is requested for days scheduled for professional development or in-
19 service training, according to a school calendar adopted by the Board prior to the
20 commencement of the school year; or
 - 21 e. If personal leave is requested for days scheduled for parent-teacher conferences,
22 according to a school calendar adopted by the Board prior to the commencement of the
23 school year.

1 **PROFESSIONAL LEAVE**

2 Professional leave is a short, temporary absence for the purpose of attending workshops and other
3 meetings relating to school business or serving on boards and commissions which meet during daytime
4 hours when appointed by a mayor, city council, county executive or county commission.⁴ A minimum
5 of two (2) professional leave days shall be granted to all certified employees.

6 Requests for professional leave shall be submitted to the principal at least five (5) days prior to requested
7 leave of absence.

8 In addition, certified employees shall be granted leave to serve on any board or commission of the state
9 when the appointment is made by the Governor or General Assembly. Such leave shall not be counted
10 against any other accumulated leave credits. The employee shall notify the principal at least five (5)
11 days prior to leave being taken.

12 Professional leave may also be granted to teachers in the system who are currently working toward
13 National Board Certification.

14 Any personal and professional leave remaining unused at the end of the year shall be credited to sick
15 leave.

Legal References

1. TCA 49-5-711(a); TRR/MS 0520-01-02-.04(3)
2. TCA 49-5-711(b)
3. TCA 49-5-711(c)(1)
4. TCA 49-5-205

Cross References

Short Term Leaves of Absence 5.300
Sick Leave 5.302

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: <b style="color: red;">Corporal Punishment	Descriptor Code: 6.314	Reviewed Date: <b style="color: red;">01/26/23
		Rescinds: 6.314	Adoption Date: 09/23/99

- 1 Corporal punishment ~~shall~~ **will** not be used as a disciplinary measure in any school.¹
- 2 The Director of Schools shall be responsible for developing and implementing in-service training programs for teachers and staff in the use of alternative, positive measures of discipline.
- 3

Legal References

1. TCA 49-6-4104

Cross References

Code of ~~Conduct Behavior and Discipline Procedures~~
6.300
Student Records 6.600

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Detention	Descriptor Code: 6.315	Reviewed Date: 01/26/23
		Rescinds: 6.315	Adoption Date: 09/23/99

Students may be detained before school, during lunch, or after the school day as a means of disciplinary action. ~~The following guidelines shall be followed:~~

The following guidelines shall be followed:

1. The student shall be given prior notice before detention;
2. Parent(s)/guardian(s) shall be informed prior to a before or after school detention takes place;
- 3- Students in detention shall be under the supervision of **school personnel; designated staff members; and**
4. Parents will be responsible for transportation. **Detention shall not exceed ninety (90) minutes after the official closing of the school day but may be administered several days in succession; and**
5. Teachers shall have the approval of the Principal before detaining a student.

Cross References

Code of Conduct 6.300

Greeneville City Schools Surplus Disposal Approval Form

	Item Description
1	old GHS scoreboard
2	
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***Items less than \$500.00 value can be disposed of without auction per BOE policy 2.403**

The above listed individual items have a monetary value of less than \$500.00

Operations Supervisor Approval Phillip Gramam 10/20/2022

Director of Schools Approval Steve Starnes 10/20/2022

School Board Chair Approval Cindy Luttrell 10/20/2022

All items have been disposed of Yes No

Custodial Supervisor Roger Hensley 10/24/2022

Greeneville City Schools Surplus Disposal Approval Form

	Item Description
1	old accessibility lift
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***Items less than \$500.00 value can be disposed of without auction per BOE policy 2.403**

The above listed individual items have a monetary value of less than \$500.00

Operations Supervisor Approval Phillip Gramam 11/9/2022

Director of Schools Approval Steve Starnes 11/9/2022

School Board Chair Approval Cindy Luttrell 11/9/2022

All items have been disposed of Yes No

Custodial Supervisor Roger Hensley 11/10/2022

- Requesting to dispose of steamer at Eastview. This unit leaks and does not steam products properly. A new unit has been ordered for this location.
- Requesting to dispose of upright warming unit at Eastview. Does not maintain the proper temperature for holding, a new one is in place now.
- Requesting to dispose of Hobart slicer at Eastview that is no longer used. This was previously used in years past when the district sliced the meats. Our products come pre-sliced.

**A RESOLUTION AUTHORIZING
Greeneville City Schools
TO PARTICIPATE IN**

James L. Richardson “Driver Training” Matching Grant Program

* * * * *

WHEREAS, the safety and well-being of the employees of Greeneville City Schools is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the Greeneville City School employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a “Driver Training” Matching Grant Program; and

WHEREAS, the Greeneville City Schools now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Greeneville City Schools, Greeneville, TENNESSEE the following:

SECTION 1. That Greeneville City Schools is hereby authorized to submit application for a “Driver Training” Matching Grant Program through Public Entity Partners.

SECTION 2. That Greeneville City Schools is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

This resolution was approved by Executive Committee of the Greeneville City Board of Education for the Greeneville City School System this 27th day of October in the year of 2022. The Greeneville City Board of Education will formally approve the actions of the Executive Committee and this resolution during their next regularly scheduled meeting to be held on Thursday, December 8, 2022.



School Board Chairman
Greeneville City Schools

ATTEST:



Director of Schools
Greeneville City Schools



Chief Financial Officer
Greeneville City Schools

**Greenville City Schools
Federal Projects Budget Amendment #1
Fiscal Year 2022-2023
Presented December 2022**

Account Subfund #	Description	Federal Projects Budget 2022-2023	Amendment	Amended Federal Projects Budget 2022-2023
10	Consolidated Administration	\$ 107,580	\$ 2,000	\$ 109,580
100	Title I	\$ 513,797	\$ 88,098	\$ 601,895
150	Title I Neglected	\$ 80,366	\$ 1,023	\$ 81,389
200	Title II Part A	\$ 88,726	\$ 37,834	\$ 126,560
300	Title III**	\$ 9,786	\$ 43,224	\$ 53,010
400	Title IV	\$ 38,904	\$ 1,350	\$ 40,254
430	21st Century Learning	\$ -	\$ 346,686	\$ 346,686
600	Title V	\$ 81,156	\$ 8,690	\$ 89,846
900	IDEA	\$ 650,619	\$ 190,487	\$ 841,106
910	IDEA, Preschool	\$ 12,521	\$ -	\$ 12,521
935	*ESSER 2.0	\$ -	\$ 578,890	\$ 578,890
936	*ESSER 3.0	\$ -	\$ 2,953,947	\$ 2,953,947
937	*Fiscal Premonitoring Supports Grant	\$ -	\$ 37,467	\$ 37,467
941	*Epidemiology & Laboratory Capacity Grant	\$ -	\$ 475,651	\$ 475,651
942	*Resilient School Communities Grant	\$ -	\$ 163,062	\$ 163,062
952	*Governors Civics Grant	\$ -	\$ 544	\$ 544
701	*ARP Homeless	\$ -	\$ 20,965	\$ 20,965
TBD	*Math Implementation Support Grant	\$ -	\$ 71,250	\$ 71,250
909	*ARP IDEA	\$ -	\$ 119,890	\$ 119,890
951	Literacy Stipend Grant	\$ -	\$ 33,000	\$ 33,000
	Total Revenue	\$ 1,583,455	\$ 5,174,056	\$ 6,757,511
10	Consolidated Administration	\$ 107,580	\$ 2,000	\$ 109,580
100	Title I	\$ 513,797	\$ 88,098	\$ 601,895
150	Title I Neglected	\$ 80,366	\$ 1,023	\$ 81,389
200	Title II Part A	\$ 88,726	\$ 37,834	\$ 126,560
300	Title III**	\$ 9,786	\$ 43,224	\$ 53,010
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430	21st Century Learning	\$ -	\$ 346,686	\$ 346,686
600	Title V	\$ 81,156	\$ 8,690	\$ 89,846
900	IDEA	\$ 650,619	\$ 190,487	\$ 841,106
910	IDEA, Preschool	\$ 12,521	\$ -	\$ 12,521
935	*ESSER 2.0	\$ -	\$ 578,890	\$ 578,890
936	*ESSER 3.0	\$ -	\$ 2,953,947	\$ 2,953,947
937	*Fiscal Premonitoring Supports Grant	\$ -	\$ 37,467	\$ 37,467
941	*Epidemiology & Laboratory Capacity Grant	\$ -	\$ 475,651	\$ 475,651
942	*Resilient School Communities Grant	\$ -	\$ 163,062	\$ 163,062
952	*Governors Civics Grant	\$ -	\$ 544	\$ 544
701	*ARP Homeless	\$ -	\$ 20,965	\$ 20,965
TBD	*Math Implementation Support Grant	\$ -	\$ 71,250	\$ 71,250
909	*ARP IDEA	\$ -	\$ 119,890	\$ 119,890
951	Literacy Stipend Grant	\$ -	\$ 33,000	\$ 33,000
	Total Expenses	\$ 1,583,455	\$ 5,174,056	\$ 6,757,511

To Budget Updated Federal Grant Allocations and Carryover - Fiscal Year 2023
 *Indicates CARES Act Funding
 **Includes Title III Consortium Member Allocations

Greeneville City Schools

General Purpose Financial Report

For the Month of October 2022

Account #	Description	Month-to-Date	Year-to-Date	Total Budget	YTD % of Total Budget
<u>REVENUE</u>					
34760	Assigned for Instruction	\$ -	\$ -	182,225.00	0.0%
34765	Assigned for Support Services	\$ -	\$ -	2,292.00	0.0%
34785	Assigned for Capital Projects	\$ -	\$ -	242,353.00	0.0%
34790	Assigned for Other Purposes	\$ -	\$ -	111,875.00	0.0%
40000	Local Taxes	\$ 479,550.34	\$ 1,242,998.58	8,098,424.00	15.3%
41000	Marriage Licenses	\$ 74.83	\$ 263.45	1,090.00	24.2%
43511	Tuition	\$ 37,409.51	\$ 351,368.36	671,925.00	52.3% (1)
43570	Receipts from Individual Schools	\$ 14,444.15	\$ 36,848.94	115,100.00	32.0%
44000	Other Local Revenue	\$ 32,722.71	\$ 138,227.24	230,261.00	60.0%
46000	State Education Funds	\$ 1,710,610.03	\$ 4,948,652.83	16,912,905.00	29.3%
47100	Federal Through State Grants	\$ -	\$ -	50,000.00	0.0%
47600	Direct Federal Funds (ROTC)	\$ 5,471.40	\$ 10,942.80	53,565.00	20.4%
49000	Operating Transfers & Insurance Recovery	\$ 611,684.45	\$ 1,191,879.65	6,060,396.00	19.7%
Total Revenues		\$ 2,891,967.42	\$ 7,921,181.85	\$ 32,732,411.00	24.2%
<u>EXPENDITURES</u>					
		MTD	YTD		
71100	Regular Instruction	\$ 1,332,775.57	\$ 4,382,949.26	\$ 15,754,156.00	27.8%
71150	Alternative Instruction	9,861.27	31,504.87	121,298.00	26.0%
71200	Special Education	158,526.44	480,346.33	2,061,366.00	23.3%
71300	Vocational Education	14,673.46	45,461.89	181,407.00	25.1%
71400	Student Body	-	120.00	1,900.00	6.3%
72110	Attendance	5,531.00	24,059.25	82,552.00	29.1%
72120	Health Services	37,658.79	131,047.62	407,376.00	32.2%
72130	Other Student Support	91,794.20	350,162.22	1,288,797.00	27.2%
72210	Regular Instruction Support	121,228.44	429,093.93	1,478,720.00	29.0%
72220	Special Education Support	31,704.44	87,661.67	314,495.00	27.9%
72230	Vocational Education Support	-	-	2,400.00	0.0%
72250	Technology	54,863.82	322,484.39	1,028,529.00	31.4%
72310	Board of Education	56,342.78	463,793.91	880,759.00	52.7% (2)
72320	Office of Director	29,778.94	129,071.03	391,935.00	32.9%
72410	Office of Principal	137,808.36	537,635.09	1,684,911.00	31.9%
72510	Fiscal Services	32,533.19	113,801.47	341,883.00	33.3%
72520	Human Resources	28,056.41	112,959.26	315,098.00	35.8%
72610	Operation of Plant	175,732.13	771,043.74	2,124,201.00	36.3% (3)
72620	Maintenance of Plant	84,845.04	441,067.30	991,155.00	44.5% (3)
72710	Transportation	90,363.98	262,702.30	1,173,015.00	22.4%
73100	School Nutrition	3,475.17	3,475.17	-	N/A
73300	Community Services	4,140.72	6,740.48	15,000.00	44.9%
73400	Early Childhood Education	43,873.45	140,526.95	557,495.00	25.2%
76100	Capital Outlay	-	-	742,353.00	0.0%
81300	Education Debt Service	-	-	328,700.00	0.0%
99100	Operating Transfers	19,292.30	168,696.90	462,910.00	36.4%
Total Expenditures		\$ 2,564,859.90	\$ 9,436,405.03	\$ 32,732,411.00	28.8%
Net Revenue (Expense)		\$ 327,107.52	\$ (1,515,223.18)		

Explanation of Footnotes

(1) Tuition Count as of 11/21/22 is 608 students.

(2) 2022-2023 Liability and Workers' Compensation Insurance Payments Reflected

(3) Reflects Open Purchase Orders for Routine Maintenance & Operations Expenditures

(4) Encumbrances Total \$1,180,668

Greeneville City Schools

Federal Projects Financial Report

For the Month of October 2022

<u>REVENUE</u>	<u>Month-to-Date</u>	<u>Year-to-Date</u>	<u>Total Budget</u>	<u>YTD % of Total Budget</u>
Consolidated Administration	\$ -	\$ -	\$ 107,580.00	0.0%
Title I-A	\$ 89,087.27	\$ 89,087.27	513,797.00	17.3%
Title I-A Neglected	\$ -	\$ -	80,366.00	0.0%
Title II-A	\$ -	\$ -	88,726.00	0.0%
Title III	\$ 5,221.27	\$ 5,221.27	9,786.00	53.4%
Title IV	\$ -	\$ -	38,904.00	0.0%
Title V	\$ -	\$ -	81,156.00	0.0%
IDEA Part B	\$ -	\$ -	650,619.00	0.0%
IDEA Pre-School	\$ -	\$ -	12,521.00	0.0%
Literacy Training Stipend Grant	\$ 33,000.00	\$ 33,000.00	-	N/A
Total Revenues	\$ 127,308.54	\$ 127,308.54	\$ 1,583,455.00	8.0%

<u>EXPENDITURES</u>	<u>MTD</u>	<u>YTD</u>	<u>Total Budget</u>	<u>YTD % of Total Budget</u>
Consolidated Administration	\$ 7,964.63	\$ 33,086.10	\$ 107,580.00	30.8%
Title I-A	48,837.74	141,152.05	513,797.00	27.5%
Title I-A Neglected	6,502.52	19,507.88	80,366.00	24.3%
Title II-A	13,420.12	18,575.39	88,726.00	20.9%
Title III	2,287.05	7,508.32	9,786.00	76.7%
Title IV	3,382.33	10,758.59	38,904.00	27.7%
21st Century Grant	31,366.74	36,078.44	-	N/A
Title V	6,277.28	34,249.16	81,156.00	42.2%
ARP Homeless	1,731.55	2,857.52	-	N/A
IDEA Part B	57,989.15	175,786.87	650,619.00	27.0%
IDEA Pre-School	1,399.41	1,962.21	12,521.00	15.7%
ESSER 2.0 **	37,271.45	136,332.21	-	N/A
ESSER 3.0 **	84,752.06	206,105.69	-	N/A
Epidemiology & Laboratory Capacity **	7,798.45	232,754.72	-	N/A
ARP IDEA **	4,634.06	18,541.12	-	N/A
Literacy Training Stipend Grant	-	38,202.90	-	N/A
Total Expenditures	\$ 315,614.54	\$ 1,113,459.17	\$ 1,583,455.00	70.3%

Net Revenue (Expense)	\$ (188,306.00)	\$ (986,150.63)	\$ -	
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*Encumbrances Total \$432,747

** Reflects CARES Act Funding Grants

Greeneville City Schools
Greene Technology Center Financial Report
For the Month of October 2022

Account #	Description	Month-to-Date	Year-to-Date	Total Budget	YTD % of Total Budget	
<u>REVENUE</u>						
39000	Unassigned Fund Balance	\$ -	\$ -	\$ 88,053.00	0.0%	
40000	Local Taxes	56,419.80	169,259.40	564,198.00	30.0%	(1)
41000	Marriage Licenses	8.00	24.00	80.00	30.0%	(1)
43542	Contracts with Other LEAs (Greene County)	-	-	312,000.00	0.0%	(2)
44000	Other Local Revenue & Miscellaneous Refunds	13,322.52	27,789.48	37,952.00	73.2%	
46511	Basic Education Program- State of TN (BEP)	76,361.80	229,085.40	763,618.00	30.0%	(1)
46000	Career Ladder	106.40	319.20	1,064.00	30.0%	
47100	Federal Through State- Carl Perkins	-	13,305.85	53,223.00	25.0%	
49000	Operating Transfer (Grv City) & Insurance Recovery	19,292.30	57,876.90	194,423.00	29.8%	(1)
	Total Revenues	\$ 165,510.82	\$ 497,660.23	\$ 2,014,611.00	24.7%	
<u>EXPENDITURES</u>						
71300	Vocational Education	\$ 77,887.95	\$ 250,075.20	\$ 1,052,465.00	23.8%	
72130	Other Student Support	9,826.51	38,864.10	110,527.00	35.2%	
72250	Technology	4,902.77	19,617.29	59,007.00	33.2%	
72310	Board of Education	9,780.94	65,346.56	115,188.00	56.7%	(3)
72410	Office of Principal	26,408.87	98,296.53	356,105.00	27.6%	
72610	Operation of Plant (Custodial)	14,197.73	69,524.64	220,120.00	31.6%	
72620	Maintenance of Plant	710.84	7,942.26	22,976.00	34.6%	
76100	Capital Outlay	-	5,397.87	25,000.00	21.6%	
71300	Perkins Funds- Vocational Education	3,620.64	37,047.46	33,884.00	109.3%	
72130	Perkins Funds- Other Student Support	141.50	4,278.37	15,745.00	27.2%	
72230	Perkins Funds- Vocational Education Support	96.26	850.88	3,595.00	23.7%	
	Total Expenditures	\$ 147,574.01	\$ 597,241.16	\$ 2,014,612.00	29.6%	
	Net Revenue (Expense)	\$ 17,936.81	\$ (99,580.93)			

Explanation of Footnotes

(1) Revenues allocated to GTC are paid in equal installments from GCS over 9 months- beginning in August; then adjusted per actual revenue in

(2) Represents Total Amount Received From Greene County Schools

(3) Reflects cost of 2022-2023 Liability and Workers' Compensation Insurance Payments

This sheet has been updated as of November 21, 2022, with information through October 2022

**GREENVILLE CITY SCHOOLS
2022 - 2023
ACTUAL LOCAL REVENUE COLLECTIONS**

	Property Tax		Property Tax - Prior Year		Clerk & Master		Interest & Penalty		Pick-up Taxes		In Lieu of - Local Utility		In Lieu of - Other	
	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023	2020-2021	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023
July	\$ -	\$ -	\$ 7,233.62	\$ 9,188.59	\$ 2,460.24	\$ 2,701.20	\$ 1,752.78	\$ 2,087.99	\$ -	\$ -	\$ -	\$ 12,443.75	\$ 229.48	\$ 259.49
August	\$ -	\$ -	\$ 5,643.32	\$ (8,670.69)	\$ 3,236.72	\$ 1,562.92	\$ 2,656.12	\$ 1,167.29	\$ -	\$ -	\$ 20,193.41	\$ 1,866.77	\$ -	\$ -
September	\$ -	\$ -	\$ 12,511.86	\$ 8,843.53	\$ 2,755.65	\$ 2,448.00	\$ 3,390.50	\$ 2,314.04	\$ -	\$ -	\$ 12,112.55	\$ 12,443.75	\$ -	\$ -
October	\$ 317,860.47	\$ 310,678.20	\$ 14,045.37	\$ 24,699.44	\$ 5,106.88	\$ 4,361.74	\$ 5,028.67	\$ 5,053.22	\$ -	\$ -	\$ 12,112.55	\$ 23,922.74	\$ -	\$ -
November														
December														
January														
February														
March														
April														
May														
ADA Adj.														
June														
Totals	\$ 317,860.47	\$ 310,678.20	\$ 39,434.17	\$ 34,060.87	\$ 13,559.49	\$ 11,073.86	\$ 12,828.07	\$ 10,622.54	\$ -	\$ -	\$ 44,418.51	\$ 50,677.01	\$ 229.48	\$ 259.49
Commission	\$ 6,357.21	\$ 6,213.56	\$ 788.68	\$ 681.22	\$ 135.59	\$ 110.74	\$ 256.56	\$ 212.45	\$ -	\$ -	\$ 444.19	\$ 506.77	\$ 2.29	\$ 2.59
Total Net	\$ 311,503.26	\$ 304,464.64	\$ 38,645.49	\$ 33,379.65	\$ 13,423.90	\$ 10,963.12	\$ 12,571.51	\$ 10,410.09	\$ -	\$ -	\$ 43,974.32	\$ 50,170.24	\$ 227.19	\$ 256.90
Difference		\$ (7,182.27)		\$ (5,373.30)		\$ (2,485.63)		\$ (2,205.53)		\$ -		\$ 6,258.50		\$ 30.01

	Sales Tax		Bank Excise Tax		Mixed Drink Tax		Statutory Local Tax		Marriage Licenses		Subtotal		2021-22% of Actual	2022-23 % of Budget
	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023	2020-2021	2022-2023		
July	\$ 374,777.02	\$ 421,100.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 149.38	\$ 114.49	\$ 386,602.52	\$ 447,895.80	20.1%	5.4%
August	\$ 367,431.34	\$ 432,580.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85.36	\$ 90.13	\$ 399,246.27	\$ 428,596.66	20.8%	5.2%
September	\$ 371,486.88	\$ 496,616.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97.22	\$ 82.83	\$ 402,354.66	\$ 522,748.17	21.0%	6.3%
October	\$ 363,856.95	\$ 392,440.02	\$ -	\$ -	\$ 13,171.95	\$ 13,304.80	\$ -	\$ -	\$ 139.90	\$ 136.42	\$ 731,322.74	\$ 774,596.58	38.1%	9.3%
November											\$ -	\$ -	0.0%	0.0%
December											\$ -	\$ -	0.0%	0.0%
January											\$ -	\$ -	0.0%	0.0%
February											\$ -	\$ -	0.0%	0.0%
March											\$ -	\$ -	0.0%	0.0%
April											\$ -	\$ -	0.0%	0.0%
May											\$ -	\$ -	0.0%	0.0%
ADA Adj.											\$ -	\$ -	0.0%	0.0%
June											\$ -	\$ -	0.0%	0.0%
Totals	\$ 1,477,552.19	\$ 1,742,736.57	\$ -	\$ -	\$ 13,171.95	\$ 13,304.80	\$ -	\$ -	\$ 471.86	\$ 423.87	\$ 1,919,526.19	\$ 2,173,837.21		
Commission	\$ 14,775.52	\$ 17,427.37	\$ -	\$ -	\$ 131.72	\$ 133.05	\$ -	\$ -	\$ 4.72	\$ 4.24	\$ 22,896.49	\$ 25,291.99		
Total Net	\$ 1,462,776.67	\$ 1,725,309.20	\$ -	\$ -	\$ 13,040.23	\$ 13,171.75	\$ -	\$ -	\$ 467.14	\$ 419.63	\$ 1,896,629.70	\$ 2,148,545.22		
Difference		\$ 265,184.38		\$ -		\$ 132.85		\$ -		\$ (47.99)		\$ 254,311.02		

Total budgeted projection for 2022 - 2023 is \$ 8,291,395 The year-to-date collection of \$ 2,173,837 is 26.2% of the total budgeted projection.
The amount collected year-to-date is \$ 254,311 more than this time last year. (This amount does not reflect commission fees.)

Greeneville City Schools Comparative Summary of Revenue Collections For the Month Ended October 31, 2022

<u>LOCAL REVENUE</u>	2021-2022	2022-2023	Variance	Actual % Change
Property Tax	\$ 317,860.47	\$ 310,678.20	\$ (7,182.27)	0.00%
Property Tax - Prior Year	39,434.17	34,060.87	\$ (5,373.30)	-13.63%
Clerk & Master	13,559.49	11,073.86	\$ (2,485.63)	-18.33%
Interest & Penalty	12,828.07	10,622.54	\$ (2,205.53)	-17.19%
Pick-Up Local Taxes	-	-	\$ -	0.00%
In Lieu Of - Local Utility	44,418.51	50,677.01	\$ 6,258.50	14.09%
In Lieu Of - Other	229.48	259.49	\$ 30.01	13.08%
Sales Tax	1,477,552.19	1,742,736.57	\$ 265,184.38	17.95%
Bank Excise Tax	-	-	\$ -	0.00%
Mixed Drink Tax	13,171.95	13,304.80	\$ 132.85	1.01%
Statutory Local Taxes	-	-	\$ -	0.00%
Marriage Licenses	471.86	423.87	\$ (47.99)	-10.17%
Totals	\$ 1,919,526.19	\$ 2,173,837.21	\$ 254,311.02	13.25%

Note: Amounts reflected do not take into consideration commission fees. Property tax, Interest & Penalty and Pick-Up Tax commission fees are calculated at 2% of total collections, while all other categories are calculated at 1% of total collections.

** Total budgeted amount of local revenue attributable to the GTC is \$564,278*

<u>BEP REVENUE</u>	2021-2022	2022-2023	Variance
July	\$ -	\$ 400,115.00	\$ 400,115.00
August	1,607,700.00	1,694,900.00	\$ 87,200.00
September	1,607,700.00	1,694,900.00	\$ 87,200.00
October	1,607,700.00	1,694,900.00	\$ 87,200.00
November			
December			
January			
February			
March			
April			
May			
June			
Totals	\$ 4,823,100.00	\$ 5,484,815.00	\$ 661,715.00

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Financial Reports and Records	Descriptor Code: 2.701	Revision Date: 01/26/23
		Rescinds: 2.701	Adoption Date: 02/21/02

1 FINANCIAL REPORTS

2 *Central Office*

3 The Director of Schools shall ensure monthly financial reports are submitted to the Board and to state
4 and federal agencies as required.^{1,2}

5 *Individual Schools*

6 Each Principal shall submit to the Director of Schools and Chief Financial Officer at the end of each
7 calendar month the receipts, expenditures, and cash balance of all accounts under his or her
8 jurisdiction.³

9 FINANCIAL RECORDS

10 *General*

11 The Director of Schools shall ensure maintenance of all financial records as required by ~~regulation and~~
12 applicable state and federal law. The Board, from time to time, may determine to extend the retention
13 time for certain records.⁴

Legal References

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

Cross References

School District Records 1.407
Food Service Management 3.500

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Expenditure of Funds	Descriptor Code: 2.800	Revision Date: 01/26/23
		Rescinds: 2.800	Adoption Date: 02/26/09

1 *Central Office*

2 ~~All expenditures shall be approved by the Board or the Director of Schools when authorized.~~ No
3 expenditures shall be made except on an approved purchase order or contract. Employees shall not create
4 or authorize creation of a deficit in any fund. No expenditure may be authorized or made which exceeds
5 the appropriation of any fund of the budget as adopted or amended, and expenditures or encumbrances
6 will not be authorized, made, or incurred in excess of any fund balance. The Director of Schools **or**
7 **designee(s)** shall develop federal grant expenditure and cash management procedures that comply with
8 all federal laws and regulations.¹

9 *Individual Schools*

10 ~~Internal activity funds shall not be expended without written approval by the membership of the group.~~
11 ~~All such Internal school fund expenses/ditures~~ shall be in accordance with the *Tennessee Internal School*
12 *Uniform Accounting Policy Manual*. Restricted account expenditures require the account sponsor's
13 approval prior to expense. No **payroll** checks shall be written to employees from the internal school
14 activity fund account. Any supplemental compensation owed to the Board for extracurricular activities
15 shall be processed through the Director of Schools' office in the same manner as salary and other payroll
16 payments. The Board shall ~~invoice obtain reimbursement from the school for reimbursement.~~ Substitute
17 teachers' salaries related to restricted class and club accounts shall be paid by the Board and shall be
18 reimbursed by the school from the appropriate class or club account.²

19 Employees who authorize or contract for any obligation in violation of this policy shall assume personal
20 responsibility for the payment of the obligation, shall be subject to dismissal from employment, and shall
21 be subject to applicable civil and criminal proceedings. Any obligation, authorization for expenditure,
22 or expenditure made in violation of the law and this policy shall be illegal and void.³

Legal References

1. 2 CFR § 200.403
2. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 5-23
3. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 5-11

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Long-Term Leaves of Absence (non-FMLA) for Professional Personnel	Descriptor Code: 5.304	Revision Date: 01/26/23
		Rescinds: 5.304	Adoption Date: 10/25/18

1 Any person holding a position that requires a teacher's certificate shall be granted leave for military
2 service, legislative service, maternity, adoption, recuperation of health, or visitation of a spouse, child,
3 or parent deployed for military duty out of the country who has been granted rest and recuperation leave,
4 and may be granted leave for educational improvements or other sufficient reason without loss of
5 accumulated leave credits, tenure status, or other fringe benefits.¹ All leaves shall be requested in writing
6 at least thirty (30) days in advance on forms provided by the ~~Board~~ **Director of Schools**. The 30-day
7 notice may be waived or reduced by the Director of Schools upon submission of a certified statement by
8 a physician. The application for leave forms shall require:

- 9 1. A description of the type of leave requested;
- 10 2. The requested dates for beginning and ending the leave; and
- 11 3. A statement of intent to return to the position from which leave is granted.¹

14 Each request must be acted upon by the Director of Schools. Each applicant shall be notified in writing
15 of the **D**irector's action.² All leaves, except military leave, shall be from a specific date to a specific date.
16 However, any leave may be extended by the Director of Schools upon written request from the teacher.
17 Military leave and legislative leave shall be granted for whatever period may be required. Leave to visit
18 a spouse, child, or parent deployed for military duty out of the country who has been granted rest and
19 recuperation leave shall be granted for no longer than ten (10) days.³ The procedure and condition for
20 extending a leave are the same as those used when originally requesting and granting the leave.

21 Positions vacated for less than twelve (12) months by teachers on leave shall be filled with an interim
22 teacher while the teacher is on leave. If the teacher returns from leave within twelve (12) months, the
23 interim teacher shall relinquish the position. If the leave exceeds twelve (12) months, the teacher shall
24 be placed in the same or a comparable position upon return.⁴

25 Part-time leaves may be granted by the Director upon written request for the same conditions as for full-
26 time leave.

27 Any teacher on leave shall notify the Director of Schools at least thirty (30) days prior to the date of
28 return if the teacher does not intend to return to the position from which ~~he/she is~~ **they are** on leave.
29 Failure to give such notice shall be considered breach of contract.⁵

30 **PAY AND BENEFITS**

31 Except as many be otherwise required by applicable statute or policy, all leave granted in conformance
32 with this policy shall be without pay except as may be covered by sick leave in the case of maternity

1 and recuperative leaves. Employees shall have the opportunity to continue participation, at their own
2 expense, in group insurance plans subject to restrictions of the insuring carrier.

3 **OTHER ABSENCES**

4 Absence for reasons not authorized by the Director of Schools shall result in suspension and deduction
5 of pay and may result in termination unless satisfactory explanation is made to the school
6 administration.

Legal References

1. TCA 49-5-702
2. TCA 49-5-703
3. TCA 49-5-704
4. TCA 49-5-705
5. TCA 49-5-706

Cross References

Family and Medical Leave 5.305
Military Leave 5.306
Physical Assault Leave 5.307
Sabbatical Leave 5.308
Legislative Leave 5.309
Interim Employees 5.700

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Attendance	Descriptor Code: 6.200	Revision Date: 01/26/22
		Rescinds: 6.200	Issued: 03/19/19

1 Attendance is a key factor in student achievement and therefore, students are expected to be present each
2 day school is in session.

3 The Chief Student Services Officer shall oversee the entire attendance program which shall include: ¹

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

12 Absences shall be classified as either excused or unexcused as determined by the Principal/designee.
13 Without a note, the student's absence shall be unexcused. Excused absences shall include:⁴

- 14 1. Personal illness/injury with parent note or medical excuse;
- 15
- 16 2. Illness of immediate family member requiring the student to give temporary help. After five
17 consecutive days, a doctor's statement shall be required. Immediate family is defined as:
18 parents, brothers, sisters, grandparents, aunts, uncles, legal guardian or person in loco
19 parentis, or a member of his own household.
- 20
- 21 3. Death in the family, the school may request documentation at its discretion;
- 22
- 23 4. Extreme weather conditions;
- 24
- 25 5. Religious observances;⁵
- 26
- 27 6. School-endorsed activities;
- 28
- 29 7. Summons, subpoena, or court order;

- 1 8. Circumstances which in the judgment of the Principal create emergencies over which the
2 student has no control;
- 3 9. Circumstances which are approved by the Principal through a pre-arranged request by the
4 parent; or
- 5 10. Pregnancy.

6 The Principal shall be responsible for ensuring that:⁶

- 7 1. Attendance is checked and reported daily for each class;
8
- 9 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent
10 for the majority of the day;
11
- 12 3. All student absences are verified as excused or unexcused;
13
- 14 4. Documented excuses are submitted for absences and tardiness within 2 days of returning to
15 schools;
16
- 17 5. System-wide procedures for accounting and reporting are followed.

18 The school administrators will notify parents when a student has missed five (5) days unexcused, and at
19 each successive accumulation of five (5) unexcused days. A student who has missed the equivalence of
20 five (5) unexcused days may be required to appear before the Greeneville City Schools Truancy Board
21 and/or Greene County Juvenile Court.

22 The Principal shall be responsible for notifying in writing the Director of Schools and the parents of the
23 student of any action taken by the school.

24 Any administrative decision regarding attendance may be appealed initially to the Director of Schools
25 and ultimately to the Board. The appeal shall be made in writing to the Director of Schools within five
26 (5) days following the action or the report of the action, whichever is later.⁹

27 **MAKE-UP WORK**

28 Students with excused absences may make up missed class work within five days of the student's return
29 at the teacher's convenience. It shall be the student's responsibility to initiate any arrangements for make-
30 up work. Teachers shall have discretion to allow students to make up work for unexcused days absent.

31 If a student is absent, the student's parents may arrange to pick up their class work by contacting the
32 school office.

33 **TRUANCY**

34 Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that
35 attendance at school is required. Students may attend part-time days, alternating days, or for a specific

1 amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be considered
2 present for school attendance purposes. If a student is required to participate in a remedial instruction
3 program outside of the regular school day where there is no cost to the parent(s)/guardian(s) and the
4 school district provides transportation, unexcused absences from these programs shall be reported in the
5 same manner.⁷

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

11 *3-Tiered Progressive Truancy Plan*⁸

12 *Tier 1*

13 Tier I of the progressive truancy plan shall apply to all students within the district and include
14 schoolwide prevention-oriented supports to assist with satisfactory attendance. These supports shall
15 include, but are not limited to:

- 16
- 17 1. Any student accumulating a minimum of 2 unexcused absences will be sent a letter as a
18 preventative measure.
- 19 2. School counseling services may be made available to the student.
- 20 3. Staff members at each school will monitor attendance records on a regular basis to identify
21 student attendance.

22 *Tier 2*

23 Any student accumulating a minimum of five (5) unexcused absences will be placed in Tier II. The
24 Truancy Intervention Specialist and/or a school employee will notify the parents and/or guardian in
25 writing, by email, phone call and/or text regarding the elevation to Tier II. Tier II must include:

- 26 1. an individualized assessment conducted by the Truancy Intervention Specialist and/or a
27 school employee explaining reasons for the student's absences. The Truancy Intervention
28 Specialist and/or a school employee may refer a student to counseling, community-based
29 services, or other in-school or out-of-school services aimed at addressing the student's
30 attendance problems.
- 31 2. an Attendance Contract is to be signed by the student, parent/guardian or other person
32 having control of the student and an Attendance Supervisor or Designee. The Attendance
33 Contract must include:
 - 34 A. A specific description of the school's attendance expectations for the student.
 - 35 B. The period of which the contract is in effect and
 - 36 C. The consequences for additional absences and alleged school offenses. This
37 may include additional disciplinary action and a potential referral to Juvenile
38 Court.

1 Follow up meetings will be scheduled with each school to discuss the students' progress. Contact with
2 student and/or parent/guardian will be made as needed.

3 *Tier 3*

4 Tier III must be implemented if the truancy interventions under Tier II are unsuccessful. The Truancy
5 Intervention Specialist will notify the parents and/or guardian in writing and/or by phone of their
6 scheduled time/date to appear before the Greeneville City Schools Truancy Board. The Greeneville
7 City Schools Truancy Board will have representation from the student's school of attendance, the
8 Greeneville City Schools' Juvenile Court Liaison, community-based services personnel and other
9 members from the Greeneville City Schools Leadership team. The Truancy Intervention Specialist
10 will chair the Truancy board.

11 The truancy board hearing will allow members of the board to review the case and hear from the parents
12 and student, if age appropriate, regarding the attendance issues. At the end of the hearing, members of
13 the truancy board will decide the consequence by a roll call vote. A Truancy Board Hearing Summary
14 document, which explains the decision and stipulations of the truancy board action, will be completed
15 and signed by members of the truancy board, a parent/guardian, and the student if present.

16 Possible decisions of the board may include:

- 17 1. The student may be placed on attendance probation with the truancy board and be required a
18 Doctor Statement for every absence and/or tardy for the remainder of the school year.
19 Continued unexcused absences can result in a Petition/Contributing Warrant being filed with
20 Juvenile Court.
- 21 2. The student's attendance will be closely monitored but Doctor Statements are NOT required
22 for every absence and/or tardy for the remainder of the school year. However, if a student
23 does not uphold the stipulations set forth in the Truancy Board Hearing Summary document
24 and unexcused absences continue, this can result in a Petition/Contributing Warrant being filed
25 with Juvenile Court.
- 26 3. Should the Truancy Board decide the student and/or their family would benefit from
27 counseling, community-based services or other in-school or out-of-school services aimed at
28 addressing the attendance problems, referrals to those services may be made.
- 29 4. A petition to Greene County Juvenile Court may be filed at the conclusion of the truancy board
30 hearing.

31 If any tier of a progressive truancy intervention plan is unsuccessful with a student and the school can
32 document that the student's parent or guardian is unwilling to cooperate in the truancy intervention plan,
33 then the Director of Schools, or the Director's designee, may report the student's absences to the
34 appropriate judge pursuant to subsection (g) without first having to implement subsequent tiers, if any.
35 Evidence of a parent's or guardian's unwillingness to cooperate in the truancy intervention plan includes,
36 but is not limited to, a parent's or guardian's failure or refusal, on multiple occasions, to attend
37 conferences, return telephone calls, attend follow-up meetings, enter into an attendance contract, or
38 actively participate in any of the tiers of intervention outlined in subsection (d) or in the local board of
39 education's progressive truancy intervention plan.

1 **HIGH SCHOOL**

2 To avoid being tardy, high school students must be in the room when the bell rings. The teacher's roll
3 book and sign in/out records in the attendance office will serve as the official record of both tardies and
4 absences. When a student accumulates five tardies, it will be equivalent to one unexcused day absent.

5 **MIDDLE AND ELEMENTARY SCHOOLS**

6 An accumulation of five (5) tardies to school and/or early checkouts without adequate excuse will be
7 recorded as one unexcused absent day.

8 **ALL SCHOOLS**

9 A total of three (3) parent notes per semester may be used to excuse a student's absence. Any absences
10 beyond those three (3) allowed by a parent note will be recorded as an unexcused absence.

11 Students participating in school-sponsored activities whether on- or off-campus shall not be counted
12 absent as it relates to state attendance accounting procedures. However, to preserve instructional time
13 and to assure successful implementation of block scheduling at the high school, absence from class for
14 any reason will be dealt with according to the attendance policy. In order to qualify as "school-
15 sponsored", the activity must be school-planned, school-directed, and teacher-supervised. Mass exodus
16 or early dismissal or late arrival of all students or any segment of students shall not be permitted for any
17 reason except for emergencies such as inclement weather or other unavoidable situations, unless
18 instruction time is made up in full.

19 Ten (10) consecutive or fifteen (15) total unexcused absences during any semester will result in the
20 student becoming ineligible to retain a driver's permit or license, or to obtain such if of age.²

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

24 Requests for students to attend school in counties in adjoining states shall be considered on a case-by-
25 case basis.

26 The Board shall determine annually and include in the school calendar a plan for using three (3)
27 abbreviated school days and the procedures for making up missed instructional days. In addition, the
28 Board shall determine annually whether to use flexible scheduling for kindergarten students. A flexible
29 schedule is designed to provide a smooth transition from home or daycare to school for kindergarten
30 students and to provide one-to-one time for teachers and students during the first critical week of school.

31 **RELEASED TIME COURSE¹⁰**

32 A principal or designee may excuse a student to attend a course in religious moral instruction for up to
33 one (1) class period each school week. Students shall not be excused during any class which requires
34 an examination for state or federal accountability purposes.

- 1 The student must submit a written consent form signed by the student’s parent or legal guardian prior
- 2 to the student’s participation in the released time course. The principal or designee shall document the
- 3 approval in writing. The student shall provide documentation to the principal or designee as proof of
- 4 the student’s participation in the released time course.

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

Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c); Public Acts of 2022, Chapter No. 878
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5)(c); State Board of Education Policy 4.100
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3021
8. TCA 49-6-3007; TCA 49-6-3009
9. TRR/MS 0520-01-02-.17(7)
10. **TCA 49-2-130**

Cross References

School Calendar 1.800
Extracurricular Activities 4.300
Interscholastic Athletics 4.301
Field Trips/Excursions/Competitions 4.302
Reporting Student Progress 4.601
Promotion and Retention 4.603
Recognition of Religious Beliefs, Customs, & Holidays 4.803
Voluntary Pre-K Attendance 6.2011
Homeless Students 6.503
Students in Foster Care 6.505
Students from Military Families 6.506
Student Records 6.600

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Suspension	Descriptor Code: 6.316	Revision Date: 01/26/23
		Rescinds: 6.316	Adoption Date: 04/26/18

1 *General*

2 ~~Any~~ Principal, ~~Principal teacher, or Assistant Principal (herein called Principal)~~ may suspend ~~any~~
3 student from attendance ~~at school or any school-related activity on or off campus or from attendance at~~
4 ~~in~~ a specific class or ~~school related activity classes~~ or from riding a school bus, without suspending the
5 ~~such~~ student from attendance at school. ~~Based on the severity of the offense, a Principal may suspend a~~
6 ~~student from attendance at school and all school activities. (in-school suspension), for good and sufficient~~
7 ~~reasons including, but not limited to:~~¹

8 ~~Students may be suspended for good and sufficient reasons including, but not limited to:~~¹

- 9 1. Willful and persistent violation of the rules of the school;
- 10 2. Immoral or disreputable conduct, including vulgar or profane language;
- 11 3. Violence or threatened violence against the person of any personnel attending or assigned to any
12 school;
- 13 4. Willful or malicious damage to real or personal property of the school or the property of any
14 person attending or assigned to the school;
- 15 5. Inciting, advising, or counseling of others to engage in any ~~of the~~ action that would justify
16 suspension;
- 17 6. Marking, defacing, or destroying school property;
- 18 7. Possession of a pistol, gun, or firearm on school property;²
- 19 8. Possession of a knife, or other weapons, as defined in state law, on school property;³
- 20 9. Assaulting a ~~Principal,~~ teacher, school bus driver, or other school personnel with vulgar,
21 obscene, or threatening language;
- 22 10. Unlawful use or possession of barbitol or legend drugs; as defined in state law;⁴
- 23 11. Engaging in behavior which disrupts a class or school-sponsored activity;
- 24 12. Making a threat, including a false report, to use a bomb, dynamite, or any other deadly
25 explosive or destructive device including chemical weapons on school property or at a school-
26 sponsored event;

- 1 13. One (1) or more students initiating a physical attack on an individual student on school property
- 2 or at a school activity, including travel to and from school;
- 3 14. Off-campus criminal behavior resulting in felony charges;
- 4 15. When behavior poses a danger to persons or property or disrupts the educational process; or
- 5 16. Any other conduct prejudicial to good order or discipline in any school.

6 Except in an emergency, a Principal shall not suspend any student until that student has been advised
7 of the nature of his/her misconduct, questioned about it, and allowed to give an explanation.

8 If, as a result of an investigation, a Principal/~~or his/her~~ designee finds that a student acted in self-
9 defense under a reasonable belief that the student, or another to whom the student was coming to the
10 defense of, may have been facing the threat of imminent danger of death or serious bodily injury, then,
11 the student may not face any disciplinary action.⁵

12 When a student is suspended, the Principal shall notify the parent(s)/guardian(s) and the Director of
13 Schools/designee of the following:

- 14 1. Student's suspension;
- 15
- 16 2. Cause for the suspension; and
- 17
- 18 3. Any conditions for readmission which may include a meeting of the parent(s)/guardian(s),
19 student, and the Principal.

20 If a student is suspended during the last ten (10) days of any term or semester, ~~they he/she~~ shall be
21 permitted to take such final examinations or submit such required work as necessary to complete the
22 course of instruction for that semester, subject to conditions prescribed by the Principal.⁶

23 **IN-SCHOOL SUSPENSION:**⁷

24 ~~In-school suspension shall be offered to students as an alternative program (if applicable) to complete~~
25 ~~academic assignments and receive credit for work completed.~~

- 26 1. Students given an in-school suspension in excess of one (1) day from classes shall attend either
27 special classes attended only by students guilty of misconduct or be placed in an isolated area
28 appropriate for study; and
- 29 2. Personnel responsible for in-school suspension will see that each student is supervised at all
30 times and has textbooks and classwork assignments from his/her regular teachers. ~~Students~~
31 ~~given in-school suspension shall be required to complete academic assignments and shall~~
32 ~~receive credit for work completed.~~
- 33

1 **SUSPENSIONS LONGER THAN FIVE DAYS⁸**

2 If a suspension is longer than five (5) days, the Principal shall develop and implement a plan for
3 improving the student's behavior.

4 **SUSPENSIONS LONGER THAN TEN DAYS⁹**

5 If the Principal suspends a student for longer than ten (10) days, they he/she shall immediately give
6 written notice to the parent(s)/guardian(s) and the student of the right to appeal the decision. All
7 appeals shall be filed within five (5) days of receipt of the notice. These appeals may be filed by the
8 parent(s)/guardian(s), the student, or any person holding a teaching license who is employed by the
9 school district if requested by the student.

10 The appeal from this decision shall be to the Disciplinary Hearing Authority appointed by the Board. If
11 a Disciplinary Hearing Authority has not been appointed, then the appeal shall be to the Board.

Legal References

1. TCA 49-2-203(a)(7); TCA 49-6-3401(a)
2. TCA 39-17-1309(b)
3. TCA 39-17-1309
4. TCA 53-10-101; TCA 39-17-454
5. TCA 49-6-3401(i)
6. TCA 49-6-3401(d)
7. TCA 49-6-3401(b)(H)
8. TCA 49-6-3401(c)(3)
9. TCA 49-6-3401(a)-(c); *Goss v. Lopez*, 419 U.S. 565 (1975); 20 USCA § 1415

Cross References

Traffic and Parking Controls 3.403
Code of ~~Conduct Behavior and Discipline Procedures~~ 6.300
Procedural Due Process 6.302
Interference/Disruption of School Activities 6.306
Drug-Free Schools 6.307
Bus Safety and Conduct 6.308
Zero Tolerance Offenses 6.309
Dress Code 6.310
Student Disciplinary Hearing Authority 6.317
Alternative Education 6.319

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Student Disciplinary Hearing Authority	Descriptor Code: 6.317	Revision Date: 01/26/23
		Rescinds: 6.317	Adoption Date: 07/24/14

1 A Disciplinary Hearing Authority (DHA) ~~shall~~ ~~may~~ conduct appeals for students who have been
2 suspended for more than ten (10) school days. The Board shall appoint ~~members to the~~ a DHA which
3 shall consist of five (5) members, (maximum number must not exceed total membership of Board) at
4 least two (2) of which shall be a licensed employee of the ~~Board~~ district. ~~The Director of Schools shall~~
5 ~~recommend members of the DHA to the Board for approval.~~ All appointments ~~to~~ are for one (1) year
6 terms and subject to reappointment. Board members shall not serve on the DHA.¹

7 The Director of Schools shall appoint a ~~Chairman~~ of the DHA from the members appointed by the Board.
8 The ~~Chairman~~ shall perform the following duties:

- 9 1. ~~Set the time, place, and date for each hearing; Identify the members of the DHA assigned to~~
10 ~~hear each individual case;~~
- 11 2. Maintain order and structure during each hearing; and
- 12 3. ~~Prepare, sign, and disseminate the minutes of each meeting. Set the time, place and date for~~
13 ~~each hearing in writing.~~

14 Each hearing before the DHA shall be conducted by at least three (3) members of the DHA, one of which
15 must be a licensed employee of the Board. ~~The hearing must be held, no later than ten (10) days after~~
16 ~~the beginning of the suspension/expulsion.~~² Notification of the decision shall include a statement of the
17 right of either party within five (5) days after receiving the decision to request a review by the Board.

18 ~~Upon receiving notification of the request to appeal the suspension decision, the DHA shall provide~~
19 ~~written notification to the parent(s)/guardian(s) of the student, the student, and any other appropriate~~
20 ~~person of the time, place, and date of the hearing. The hearing shall be held no later than ten (10) days~~
21 ~~after the beginning of the suspension.~~²

22 The DHA may take the following disciplinary actions:³

- 23 1. Affirm the decision of the school Principal;
- 24 2. Order removal of the suspension / expulsion unconditionally;
- 25 3. Order removal of the suspension / expulsion upon such terms and conditions as it deems
26 reasonable;
- 27 28
- 29

- 1 4. ~~Assign the student to an alternative school or program; or Remand the student to alternative~~
2 ~~placement; or~~
3
4 5. Suspend/Expel/Remand the student for a specified period of time.*

5 At the conclusion of each DHA hearing, the chairman shall sign and maintain a copy of the minutes of
6 the meeting.

7 Within five (5) days of the DHA rendering a decision, the student, Principal, Principal-teacher, or
8 Assistant Principal may request a review by the Board, and the Board shall review the record. Following
9 the review, the Board may take the following actions.

10 *Grant Request for Hearing*⁴

11 If the Board grants a hearing, it shall provide notice to the student and/or ~~their his/her~~
12 parent(s)/guardian(s). The notice of the hearing shall include a statement that, unless the student or the
13 student's parent(s)/guardian(s) requests an open hearing in writing within five (5) days of receipt of the
14 notice, the hearing shall be closed to the public.

15 ~~The Board may affirm, overturn, or modify the decision of the DHA.~~

16 If the Board chooses to grant a hearing, it may:

- 17 1. Affirm the decision of the hearing authority; or
18 2. **Overturn or modify** the decision in any manner*; or
19 3. Impose a more severe penalty than that of the hearing authority.

20 *Deny Request for Hearing*⁴

21 If the Board does not grant a hearing, it may affirm, overturn, or modify the decision of the DHA ~~based~~
22 ~~upon review of the record from the DHA hearing.~~ The Board shall not impose a more severe penalty
23 than that imposed by the DHA without first providing an opportunity for a hearing before the Board.

24 * Note: Zero-tolerance offenses as set forth in statute require mandatory calendar year expulsion or
25 assignment to alternative placement for a calendar year unless modified by the Director of Schools.

Legal References

1. TCA 49-6-3401(c)(4)(C)
2. TCA 49-6-3401(c)(4)(D)
3. TCA 49-6-3401(c)(5)
4. TCA 49-6-3401(c)(6)

Cross References

- Procedural Due Process 6.302
Zero Tolerance Offenses 6.309
Suspension 6.316
Alternative Education 6.319
Student Records 6.600

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Admission of Suspended or Expelled Students	Descriptor Code: 6.318	Revision Date: 01/26/23
		Rescinds: 6.318	Adoption Date: 09/28/00

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

4 After a request for enrollment is made, the Director of Schools, ~~or his/her designee,~~ shall investigate
 5 the facts surrounding the suspension/expulsion from the former school ~~district system~~ and make a
 6 recommendation to the Board to approve or deny the request.

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

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

10 ~~Any school system that accepts enrollment of a student from another school system may dismiss the~~
 11 ~~student if it is determined subsequent to the enrollment that the student has been suspended or expelled~~
 12 ~~from the former school system.¹~~

13 A student may be dismissed if it is determined subsequent to the enrollment that the student has been
 14 suspended or expelled from the former school district.¹

Legal References

1. TCA 49-6-3401(f); **Public Acts of 2022, Chapter No. 868**; 20 USCA § 1232g(b)(4), (h)

Cross References

School Admissions 6.203
 Student Records 6.600

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Alternative Education	Descriptor Code: 6.319	Revision Date: 01/26/23
		Rescinds: 6.319	Adoption Date: 04/26/18

1 *General*¹

2 The Board shall operate an alternative school and/or program for students in grades seven through
3 twelve (7-12) who have been suspended or expelled from regular school programs, ~~in lieu of~~
4 ~~suspension or expulsion for students who display inappropriate behavior.~~

5 An alternative school is a short-term intervention program designed to provide educational services
6 outside the regular school program for students who have been suspended or expelled. The alternative
7 school is located in a separate facility from the regular school program.

8 Attendance in alternative school programs shall be mandatory and students attending an alternative
9 school located other than at their home school shall provide their own transportation.

10 ~~The alternative school and/or programs~~ shall be operated in accordance with ~~state laws and~~ the rules of
11 the State Board of Education, and instruction shall proceed as nearly as practicable in accordance with
12 the instructional programs at the student's ~~regular home~~ school. All course work completed and
13 credits earned in the alternative school shall be transferred to and recorded in the student's home
14 school. Credit earned and progress made shall be granted as if the work were performed in the home
15 school. No student may graduate based solely on attendance in alternative schools. The Director of
16 Schools shall develop procedures that provide appropriate educational opportunities for all students
17 assigned to the alternative school or program. These educational opportunities shall adhere to
18 Tennessee's academic standards.²

19 **ASSIGNMENT**

20 Students who have been suspended for more than ten (10) days or expelled shall be assigned to the
21 alternative school or program if there is staff and space available.³ Availability of staff and space shall
22 be determined at the time the disciplinary decision is rendered. The Director of Schools/designee shall
23 make this determination by evaluating factors including, but not limited to, the following:

- 24 1. Level of supervision available;
- 25
- 26 2. Safety considerations; and
- 27
- 28 3. Type of infraction.

29 The Director of Schools/designee is not required to assign a student to the alternative school or program
30 if the student committed one of the following:

- 1 1. A zero tolerance offense;⁴ or
- 2
- 3 2. An offense of violence or threatened violence, or an offense that threatened the safety of other
- 4 students at the school, if the location of the alternative school or program is on the same grounds
- 5 as the school from which the student was disciplined.⁵

6 Consideration to assign these students to the alternative school or program will be determined by the
7 Director of Schools/designee on a case-by-case basis.

8 Prior to the assignment of the student to the alternative school or program, the Director of
9 Schools/designee shall provide written notice to the student's parent/guardian stating the reason for the
10 student's placement.⁶

11 Placement in an alternative education setting shall be reserved for students who significantly disrupt
12 the educational process. If a student has an active Individualized Education Plan, a 504 plan, or is
13 suspected of having a disability, all state and federal laws and rules and regulations related to special
14 education shall be followed. The Director of Schools/designee shall develop procedures regarding
15 placement of students in the program, taking into consideration the impact of exclusionary discipline
16 practices.⁷

17 The Director of Schools/designee shall monitor and regularly evaluate the academic progress of each
18 student enrolled in the alternative school.

19 **REMOVAL**⁸

20 A student may be removed from the alternative school or program if:

- 21 1. ~~They He/she~~ violates the rules of the alternative school or program; or
- 22
- 23 2. ~~They are He/she is~~ not benefitting from the assignment and all interventions have been
- 24 exhausted unsuccessfully.

25 **ADDITIONAL OFFENSES**⁹

26 Any new disciplinary offense committed during a student's original suspension or expulsion period
27 shall be treated as a new and separate offense. These offenses shall not constitute an extension of the
28 original suspension or expulsion.

29 **TRANSITION PLAN**¹⁰

30 The Director of Schools/designee shall develop procedures regarding the implementation of transition
31 plans for the integration of students assigned to the alternative school.

Legal References

1. TCA 49-6-3402; TRR/MS 0520-01-02-.09
2. TRR/MS 0520-01-02-.09(9)(a)
3. TCA 49-6-3402(c)(1)(A)
4. TRR/MS 0520-01-02-.09(6)(a); TCA 49-6-3402(c)(1)(B)
5. ~~TCA 49-6-3402(c)(1)(C) Public Acts of 2021, Chapter No. 229~~
6. TRR/MS 0520-01-02-.09(9)(i)
7. TRR/MS 0520-01-02-.09(9)(h)
8. TCA 49-6-3402(c)(2)(BA)
9. TRR/MS 0520-01-02-.09(9)(g)(2)
10. TRR/MS 0520-01-02-.09(9)(m)

Cross References

Special Education 4.202
Virtual Education Program 4.212
Suspension 6.316
Student Disciplinary Hearing Authority 6.317
Special Education Students 6.500

EMERGENCY DIAL
911

BUSINESS PHONES
423-638-3441
423-638-3431



Greenville Emergency and Rescue Squad, Inc.

P.O. Box 243
Greenville, Tennessee 37744

Subject: Donation of Training Materials.

To Whom it may concern,

We are seeking the donation of one school bus to be used for extrication training purposes by multiple emergency services departments. The bus will be used to demonstrate multiple cutting techniques and will not be serviceable at the end of the class.

Thank you for your consideration.

Squad member.

Greeneville City Schools
BID
P.O. Box 1420
Greeneville, TN 37744

RETURN WITH REQUEST FOR

✓ **SECTION II (Continued)**

✓ **GCS SCHOOL BUS BID 2022-2023**

✓ **ONE (78-PASSENGER) SCHOOL BUS WITH AIR CONDITIONING AND INTEGRATED SEATBELTS, FOR GREENEVILLE CITY SCHOOLS**

✓ **BASE BID PRICE WITH ALL REQUIRED SPECIFICATIONS *EXCEPT* INTEGRATED SEATBELTS:**

\$ 121,153.08

✓ **BASE BID PRICE WITH ALL REQUIRED SPECIFICATIONS *INCLUDING* INTEGRATED SEATBELTS:**

\$ 136,153.08

Greeneville City Schools
BID
P.O. Box 1420
Greeneville, TN 37744

RETURN WITH REQUEST FOR

SECTION II (Continued)

GCS SCHOOL BUS BID 2022-2023

ONE (78-PASSENGER) SCHOOL BUS WITH AIR CONDITIONING AND
INTEGRATED SEATBELTS, FOR GREENEVILLE CITY SCHOOLS

BASE BID PRICE WITH ALL REQUIRED SPECIFICATIONS *EXCEPT* INTEGRATED
SEATBELTS:

\$ 133,398.00 *BKM*

BASE BID PRICE WITH ALL REQUIRED SPECIFICATIONS *INCLUDING*
INTEGRATED SEATBELTS:

\$ 142,383.00 *BKM*