

**Gibson County Special School District Board of Trustees**

**GCSSD Board of Trustees Regular Meeting**

Dyer School Library

January 14, 2021

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER**

**ROLL CALL**

**Charles Scott will be joining us electronically tonight.**

**CONSENT AGENDA**

**ALC Report**

**Agenda Approval**

**Bullying/Harassment Report**

**Finance Reports**

**Juvenile Court Referrals**

**Maintenance/Technology Reports**

**Minutes Approval**

**Overnight Field Trips**

**Policy Revisions - Second Readings**

**RECOGNITION**

**PUBLIC COMMENT**

**REGULAR AGENDA**

**Audit Results**

**Coordinated School Health Update**

**Teachers Distance Learning Planning Time Discussion**

**Middle School Basketball**

**2021-2022 School Year Calendar**

**Policy Revision**

**"School Board Appreciation Week"**

**ADJOURN**



### DHA for School Year 2020-0221

North GC for the year							
School	Grade	DHA Results	Reason for DHA	Date of DHA	Appeal Date	Notes	Time Complete
GCHS	10	45 Days ALC	Racial pic posted on snapchat	8/31/2020	none		yes
Dyer Elem	8	Zero Tolerance	Assault of another student	10/19/2020	none	JC charges were filed	
South GC for Year							
School	Grade	DHA Results	Reason for DHA	Date of DHA	Appeal Date	Notes	Time Complete
SGCHS	10	30 Days ALC	inappropriate comment	9/1/2020	none		yes
SGCHS	10	30 Days ALC	continual disruption to school	9/22/1930	none	2nd DHA remainder of year	yes
SGCMS	7	30 Days ALC	made threat to administration	10/19/2020	none		
SGCMS	7	Zero Tolerance	Assaulted ALC Teacher	10/14/2020	none	Placed at Lakeside	

# HARASSMENT/BULLYING REPORT

December 1, 2020 to December 18, 2020

**NOTE:** Totals YTD column represents the cumulative # of incidents' reported thus far.

	VERBAL INCIDENT	WRITTEN INCIDENT	TECHNOLOGY INCIDENT	PHYSICAL INCIDENT	TOTALS For Month	TOTALS YTD	Previous Year Total
DYER	0	0	0	0	0	0	0
GCHS	0	0	0	0	0	1	13
KENTON	0	0	0	0	0	0	1
SGCES	0	0	0	0	0	0	0
SGCMS	0	0	0	0	0	0	3
RUTHERFORD	0	0	0	0	0	0	2
SGCHS	0	0	0	0	0	0	11
SPRING HILL	0	0	0	0	0	1	1
YORKVILLE	0	0	0	0	0	0	0

VERBAL OR WRITTEN (classified as one of the following)

- Name calling
- Threatening
- Taunting/ridiculing
- Demeaning comments

TECHNOLOGY (classified as)

- Facebook Posting
- Instagram Pic
- Phone Texting
- Twitter Messages
- Snap Chat

PHYSICAL (classified as one of the following)

- Hitting/kicking/shoving/pushing
- Inappropriate touching
- Staring/Stalking
- Spitting

Payment Date	Payment Number	Vendor	Status	Payment Amount
12/1/2020	6901	Southern Office Support, Inc.	Paid	\$52.29
12/1/2020	6894	Business Card	Voided	\$602.63
12/1/2020	6897	Food Rite	Paid	\$29.62
12/1/2020	6899	Pcs	Paid	\$24,525.00
12/1/2020	6902	Wal Mart Community	Paid	\$31.88
12/1/2020	6895	Business Card	Paid	\$480.42
12/1/2020	6898	Kaitlyn Hughes	Paid	\$99.19
12/1/2020	6896	Business Card	Paid	\$16.83
12/1/2020	6900	Megan Sanford	Paid	\$138.98
12/1/2020	6903	Ginger Whitworth	Paid	\$74.67

Payment Date	Payment Number	Vendor	Status	Payment Amount
12/1/2020	6904	Business Card	Paid	\$591.99

Payment Date	Payment Number	Vendor	Status	Payment Amount
12/1/2020	6905	Business Card	Paid	\$3.57

Payment Date	Payment Number	Vendor	Status	Payment Amount
12/14/2020	6906	Steve Argo	Paid	\$40.33
12/14/2020	6907	Jessica R. Cox	Paid	\$3,325.00
12/14/2020	6908	Wilma Pickard	Paid	\$30.52

Payment Date	Payment Number	Vendor	Status	Payment Amount
12/16/2020	6909	Gordon Food Service	Paid	\$98.65

Gibson County Special Schools  
Summary Financial Statement  
December 2020

141 General Purpose School		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
<b>Revenues</b>							
40110	Current Property Tax	0.00	0.00	0.00%	0.00	101,836.29	0.00%
40162	Payments In Lieu Of Taxes-Local	86,500.00	(5,392.52)	6.23%	7,208.33	(1,104.40)	15.32%
40210	Local Option Sales Tax	2,952,000.00	(1,505,362.91)	50.99%	246,000.00	(299,956.41)	121.93%
40350	Interstate Telecommunications Tax	0.00	(10,313.06)	0.00%	0.00	(945.86)	0.00%
40610	Current Property Tax	6,674,000.00	(875,508.49)	13.12%	556,166.67	(875,508.49)	157.42%
40620	Prior Year's Property Tax	165,000.00	(101,325.62)	61.41%	13,750.00	(12,011.19)	87.35%
40630	Interest And Penalty	20,000.00	(10,142.36)	50.71%	1,666.67	(1,441.23)	86.47%
40640	Pick-Up Taxes	50,000.00	(42,102.60)	84.21%	4,166.67	(8,615.88)	206.78%
41110	Marriage Licenses	1,100.00	(611.78)	55.62%	91.67	(118.96)	129.77%
43570	Receipts From Individual Schools	65,000.00	(9,728.71)	14.97%	5,416.67	(662.47)	12.23%
43990	Other Charges For Services	0.00	(5,651.33)	0.00%	0.00	(585.25)	0.00%
44110	Investment Income	17,000.00	(10,199.75)	60.00%	1,416.67	(2,767.47)	195.35%
46511	Basic Education Program	23,064,000.00	(11,531,000.00)	50.00%	1,922,000.00	(2,306,200.00)	119.99%
46515	Early Childhood Education	407,958.00	(64,114.85)	15.72%	33,996.50	0.00	0.00%
46590	Other State Education Funds	592,635.00	(156,554.78)	26.42%	49,386.25	(24,534.63)	49.68%
46610	Career Ladder Program	45,500.00	(26,628.44)	58.52%	3,791.67	0.00	0.00%
46612	Career Ladder - Extended Contract	0.00	0.00	0.00%	0.00	0.00	0.00%
47143	Special Education - Grants To States	0.00	(66,039.03)	0.00%	0.00	0.00	0.00%
49100	Bonds Issued	7,290,000.00	(7,290,000.00)	100.00%	607,500.00	(7,290,000.00)	1,200.00%
49410	Premiums On Debt Issued	540,422.00	(540,422.60)	100.00%	45,035.17	(540,422.60)	1,200.00%
	<b>Total Revenues</b>	<b>41,971,115.00</b>	<b>(22,251,098.83)</b>	<b>53.02%</b>	<b>3,497,592.92</b>	<b>(11,263,038.55)</b>	<b>322.02%</b>
<b>Expenditures</b>							
71100	Regular Instruction Program	(15,011,684.22)	5,448,951.05	36.30%	(1,250,973.69)	1,171,462.76	93.64%
71200	Special Education Program	(1,938,172.81)	643,640.35	33.21%	(161,514.40)	159,606.00	98.82%
71300	Career and Technical Education	(1,126,528.43)	415,769.36	36.91%	(93,877.37)	80,733.28	86.00%
71400	Student Body Education Program	0.00	(1,770.49)	0.00%	0.00	0.00	0.00%
72110	Attendance	(74,923.36)	35,351.76	47.18%	(6,243.61)	5,886.97	94.29%
72120	Health Services	(508,026.34)	181,830.33	35.79%	(42,335.53)	41,107.33	97.10%
72130	Other Student Support	(1,137,175.81)	605,253.96	53.22%	(94,764.65)	378,988.99	399.93%
72210	Regular Instruction Program	(1,219,939.77)	471,037.29	38.61%	(101,661.65)	90,680.26	89.20%
72220	Special Education Program	(261,876.00)	178,644.02	68.22%	(21,823.00)	13,117.90	60.11%
72230	Career and Technical Education	(5,000.00)	0.00	0.00%	(416.67)	0.00	0.00%
72250	EDUCATION TECHNOLOGY	(641,139.01)	333,840.58	52.07%	(53,428.25)	33,984.72	63.61%
72260	Adult Programs	(4,000.00)	0.00	0.00%	(333.33)	0.00	0.00%
72310	Board Of Education	(473,421.00)	213,669.60	45.13%	(39,451.75)	27,091.98	68.67%
72320	Office Of The Superintendent	(273,054.07)	130,273.17	47.71%	(22,754.51)	19,697.11	86.56%
72410	Office Of The Principal	(1,824,642.45)	804,808.58	44.11%	(152,053.54)	154,796.03	101.80%

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 December 2020

141 General Purpose School		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
72510	Fiscal Services	(237,376.42)	118,617.65	49.97%	(19,781.37)	15,958.38	80.67%
72610	Operation Of Plant	(2,129,694.00)	1,060,633.93	49.80%	(177,474.50)	144,302.50	81.31%
72620	Maintenance Of Plant	(744,652.57)	343,086.84	46.07%	(62,054.38)	43,453.81	70.03%
72710	Transportation	(1,500,380.14)	771,765.52	51.44%	(125,031.68)	82,291.74	65.82%
73400	Early Childhood Education	(407,958.00)	131,857.03	32.32%	(33,996.50)	29,939.01	88.06%
76100	Regular Capital Outlay	(9,755,325.83)	9,234,425.17	94.66%	(812,943.82)	8,630,299.98	1,061.61%
82130	Education	(2,719,567.00)	44,422.90	1.63%	(226,630.58)	0.00	0.00%
82230	Education	(1,495,060.00)	761,266.26	50.92%	(124,588.33)	13,376.23	10.74%
	<b>Total Expenditures</b>	<b>(43,489,597.23)</b>	<b>21,927,374.86</b>	<b>50.42%</b>	<b>(3,624,133.10)</b>	<b>11,136,774.98</b>	<b>307.29%</b>
<b>Total</b>	<b>141</b> General Purpose School	<b>(1,518,482.23)</b>	<b>(323,723.97)</b>	<b>-21.32%</b>	<b>(126,540.19)</b>	<b>(126,263.57)</b>	<b>-99.78%</b>

**Gibson County Special Schools**  
**Bank Account Check Listing By Date**

**Run At:** 1/7/2021 8:26 AM  
**Run By:** Amy Santaniello  
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Bank Account: Farmers And Merchants Bank (Fund 141 Vendor)

Account Number: 000000200379

GL Account: 141- -11130

Number	Date	Description	Check Type	Status	
51374	12/1/2020	CHLIC	Vendor	Reconciled	\$11,994.88
51375	12/1/2020	MANHATTANLIFE ASSURANCE COMPANY OF AMERIC	Vendor	Reconciled	\$414.36
51376	12/1/2020	Nglic	Vendor	Reconciled	\$2,085.16
51377	12/1/2020	Julia Abbott	Vendor	Reconciled	\$34.88
51378	12/1/2020	Alisha Bauman	Vendor	Reconciled	\$396.24
51379	12/1/2020	Apple, Inc	Vendor	Reconciled	\$299.00
51380	12/1/2020	Br Supply, Inc.	Vendor	Reconciled	\$1,068.94
51381	12/1/2020	Business Card	Vendor	Reconciled	\$47.98
51382	12/1/2020	Lockfast	Vendor	Reconciled	\$127.32
51383	12/1/2020	Michelle Goad	Vendor	Reconciled	\$127.53
51384	12/1/2020	Amy Powell	Vendor	Reconciled	\$87.20
51385	12/1/2020	Shearer Supply	Vendor	Reconciled	\$42.02
51386	12/1/2020	Terry Cunningham	Vendor	Reconciled	\$29.43
51387	12/1/2020	Venita Conley	Vendor	Reconciled	\$4.36
51388	12/1/2020	Burk's Beverage	Vendor	Reconciled	\$29.43
51389	12/1/2020	Business Card	Vendor	Reconciled	\$1,747.69
51390	12/1/2020	Kenton Chevrolet	Vendor	Reconciled	\$60.95
51391	12/1/2020	Stellar Therapy Services	Vendor	Reconciled	\$742.20
51392	12/2/2020	JOSEPH AGEE	Vendor	Reconciled	\$160.78
51393	12/2/2020	Tessa Buckingham	Vendor	Reconciled	\$778.28
51394	12/2/2020	Business Card	Vendor	Reconciled	\$6.49
51395	12/2/2020	Chad Jackson	Vendor	Reconciled	\$85.02
51396	12/2/2020	Environ Pest Services	Vendor	Reconciled	\$300.00
51397	12/2/2020	J.D.Distributors, Inc.	Vendor	Reconciled	\$166.40
51398	12/2/2020	Key Fire Protection	Vendor	Reconciled	\$502.43
51399	12/2/2020	Modern Telephone Systems	Vendor	Reconciled	\$95.00
51400	12/2/2020	Natchez Trace Youth Academy	Vendor	Reconciled	\$360.00

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Number	Date	Description	Check Type	Status	
51401	12/2/2020	Perimeter Healthcare	Vendor	Reconciled	\$315.00
51402	12/2/2020	Terry Cunningham	Vendor	Reconciled	\$202.74
51403	12/2/2020	Wal Mart Community	Vendor	Reconciled	\$68.94
51404	12/2/2020	Workcare Resources Inc,	Vendor	Reconciled	\$35.00
51405	12/2/2020	Business Card	Vendor	Reconciled	\$199.00
51406	12/2/2020	Henry Schein	Vendor	Reconciled	\$204.86
51407	12/2/2020	Alicia Ladd	Vendor	Reconciled	\$39.24
51408	12/2/2020	Amy M. Richardson	Vendor	Reconciled	\$140.61
51409	12/2/2020	Business Card	Vendor	Reconciled	\$100.00
51410	12/2/2020	Amanda Callins	Vendor	Reconciled	\$64.31
51411	12/2/2020	Denise Coleman	Vendor	Reconciled	\$56.68
51412	12/2/2020	Karen Freeman	Vendor	Reconciled	\$44.71
51413	12/2/2020	Katie McMickin	Vendor	Reconciled	\$37.06
51414	12/2/2020	Nathan Russell	Vendor	Outstanding	\$69.22
51415	12/2/2020	Sheila Phillips	Vendor	Reconciled	\$97.01
51416	12/2/2020	Wilda Record	Vendor	Reconciled	\$98.10
51417	12/7/2020	Aims	Vendor	Reconciled	\$3,000.00
51418	12/7/2020	Amro Music Stores	Vendor	Reconciled	\$1,669.00
51419	12/7/2020	Area Wide Communications	Vendor	Reconciled	\$322.00
51420	12/7/2020	Kelli Elliott Barnes	Vendor	Reconciled	\$233.75
51421	12/7/2020	Barron And Johnson	Vendor	Reconciled	\$375.00
51422	12/7/2020	Business Card	Vendor	Reconciled	\$105.48
51423	12/7/2020	City Lumber Company	Vendor	Reconciled	\$236.20
51424	12/7/2020	Eddie Pruett	Vendor	Reconciled	\$125.00
51425	12/7/2020	Gibson Connect, LLC	Vendor	Reconciled	\$521.45
51426	12/7/2020	Hickerson Automotive Group, Inc	Vendor	Reconciled	\$42.89
51427	12/7/2020	Hannah Kent	Vendor	Reconciled	\$80.00
51428	12/7/2020	Ezra F Leslie	Vendor	Reconciled	\$114.45

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Number	Date	Description	Check Type	Status	
51429	12/7/2020	DANIEL LOVELL	Vendor	Reconciled	\$185.30
51430	12/7/2020	Lowe's Credit Services	Vendor	Reconciled	\$666.41
51431	12/7/2020	Mike Ramsey	Vendor	Reconciled	\$316.67
51432	12/7/2020	Nurses Professional Liability Ins.	Vendor	Reconciled	\$222.00
51433	12/7/2020	Pitney Bowes	Vendor	Reconciled	\$168.42
51434	12/7/2020	Renee Childs	Vendor	Reconciled	\$59.95
51435	12/7/2020	Shearer Supply	Vendor	Reconciled	\$1,363.18
51436	12/7/2020	South Gibson County High Sch.	Vendor	Reconciled	\$355.00
51437	12/7/2020	The Tri City Reporter	Vendor	Reconciled	\$150.00
51438	12/7/2020	Victory 93.7 Wtkb Fm	Vendor	Reconciled	\$200.00
51439	12/7/2020	Workcare Resources Inc,	Vendor	Reconciled	\$35.00
51440	12/8/2020	Alford's Tire Center	Vendor	Reconciled	\$433.55
51441	12/8/2020	Brennan Lownsdale	Vendor	Outstanding	\$500.00
51442	12/8/2020	Logan Callins	Vendor	Reconciled	\$155.33
51443	12/8/2020	Cooperative Financial Solutions	Vendor	Reconciled	\$4,571.48
51444	12/8/2020	Ena Services Llc	Vendor	Reconciled	\$3,244.15
51445	12/8/2020	Ferguson Enterprises	Vendor	Reconciled	\$72.01
51446	12/8/2020	Nathan Hicks	Vendor	Reconciled	\$100.00
51447	12/8/2020	John Scott Kahler	Vendor	Reconciled	\$500.00
51448	12/8/2020	Katom Restaurant Supply	Vendor	Reconciled	\$270.00
51449	12/8/2020	Garrett McElroy	Vendor	Reconciled	\$100.00
51450	12/8/2020	James Michael Richerson	Vendor	Reconciled	\$200.00
51451	12/8/2020	Spring Hill School	Vendor	Reconciled	\$76.66
51452	12/8/2020	UNITED REFRIGERATION, INC	Vendor	Reconciled	\$240.27
51453	12/8/2020	Waste Management	Vendor	Reconciled	\$2,126.12
51454	12/9/2020	Central Technologies, Inc.	Vendor	Reconciled	\$12,318.00
51455	12/9/2020	Ena Services Llc	Vendor	Reconciled	\$26.65
51456	12/9/2020	ESSE	Vendor	Reconciled	\$575.00

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Number	Date	Description	Check Type	Status	
51457	12/9/2020	PESG FACILITY SERVICES GROUP, LLC	Vendor	Reconciled	\$80,995.41
51458	12/9/2020	UNITED REFRIGERATION, INC	Vendor	Reconciled	\$1,350.53
51459	12/10/2020	Alford's Tire Center	Vendor	Reconciled	\$18.00
51460	12/10/2020	Gibson County Bus Garage	Vendor	Reconciled	\$11,721.07
51461	12/10/2020	Heather Cook	Vendor	Reconciled	\$198.38
51462	12/10/2020	Amy Michele Howe	Vendor	Reconciled	\$116.63
51463	12/10/2020	Lakeside Behavioral Health	Vendor	Reconciled	\$450.00
51464	12/10/2020	LINDSEY POWERS	Vendor	Reconciled	\$410.93
51465	12/10/2020	Trenton Special School District	Vendor	Reconciled	\$46.99
51466	12/10/2020	UT Le Bonheur Pediatric Specialists	Vendor	Outstanding	\$12,128.00
51467	12/11/2020	Scott Ball	Vendor	Reconciled	\$281.83
51468	12/11/2020	Donna Barrentine	Vendor	Reconciled	\$460.00
51469	12/11/2020	Cdw Government	Vendor	Reconciled	\$459.00
51470	12/11/2020	Gibson County Utility District	Vendor	Reconciled	\$42.00
51471	12/11/2020	Gordon Food Service	Vendor	Reconciled	\$2,140.42
51472	12/11/2020	J.C. Educational Supply	Vendor	Reconciled	\$169.00
51473	12/11/2020	Local Government Data Processing Corp	Vendor	Reconciled	\$107.18
51474	12/11/2020	Tennessee Tractor, Llc	Vendor	Reconciled	\$290.50
51475	12/11/2020	Wal Mart Community	Vendor	Reconciled	\$131.51
51476	12/14/2020	Brad Garner	Vendor	Reconciled	\$155.87
51477	12/14/2020	Henry Schein	Vendor	Reconciled	\$31.58
51478	12/14/2020	Nexair	Vendor	Reconciled	\$846.52
51479	12/14/2020	Psychological Services	Vendor	Reconciled	\$10,630.00
51480	12/14/2020	Yorkville Elementary School	Vendor	Reconciled	\$126.97
51481	12/15/2020	Alford's Tire Center	Vendor	Reconciled	\$55.95
51482	12/15/2020	Br Supply, Inc.	Vendor	Reconciled	\$1,595.00
51483	12/15/2020	Deloris Wilson	Vendor	Reconciled	\$159.69
51484	12/15/2020	Hci Supply	Vendor	Reconciled	\$97.40

**Gibson County Special Schools**  
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Bank Account: Farmers And Merchants Bank (Fund 141 Vendor) Account Number: 000000200379  
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Number	Date	Description	Check Type	Status	
51485	12/15/2020	Kenton Chevrolet	Vendor	Reconciled	\$38,780.00
51486	12/15/2020	Michelle Goad	Vendor	Reconciled	\$167.86
51487	12/15/2020	Quill	Vendor	Reconciled	\$79.26
51488	12/15/2020	Shawn Hampton	Vendor	Reconciled	\$24.00
51489	12/15/2020	Stellar Therapy Services	Vendor	Reconciled	\$379.12
51490	12/15/2020	Jennifer Walls	Vendor	Reconciled	\$113.36
51491	12/16/2020	Aflac	Vendor	Outstanding	\$406.44
51492	12/16/2020	Boston Mutual Whole Life	Vendor	Outstanding	\$234.02
51493	12/16/2020	Chapter 13 Trustee	Vendor	Reconciled	\$1,150.00
51494	12/16/2020	CHLIC	Vendor	Reconciled	\$156.38
51495	12/16/2020	Gibson County Imagination Library	Vendor	Reconciled	\$146.00
51496	12/16/2020	Gibson Education Association	Vendor	Outstanding	\$1,658.25
51497	12/16/2020	Henry Co. General Sessions Court	Vendor	Reconciled	\$100.00
51498	12/16/2020	Legalshield	Vendor	Reconciled	\$237.20
51499	12/16/2020	Life Investors	Vendor	Outstanding	\$502.95
51500	12/16/2020	MANHATTANLIFE ASSURANCE COMPANY OF AMERIC	Vendor	Outstanding	\$414.36
51501	12/16/2020	Sherry Bayles	Vendor	Reconciled	\$342.00
51502	12/16/2020	Symetra National Life Insurance Company	Vendor	Reconciled	\$39.31
51503	12/16/2020	Tasc Pvr	Vendor	Reconciled	\$5,342.37
51504	12/16/2020	Tenn Child Support	Vendor	Reconciled	\$933.00
51505	12/16/2020	Tennessee Department of Revenue	Vendor	Outstanding	\$100.00
51506	12/16/2020	TRUSTMARK VOLUNTARY BENEFIT SOLUTIONS, INC	Vendor	Outstanding	\$2,153.15
51507	12/16/2020	TSACG	Vendor	Reconciled	\$13,726.55
51508	12/16/2020	Usable Life Insurance	Vendor	Outstanding	\$936.00
51509	12/16/2020	Burk's Beverage	Vendor	Reconciled	\$58.86
51510	12/16/2020	Cowart Reese Sargent, Cpas	Vendor	Reconciled	\$15,050.00
51511	12/16/2020	Deloris Wilson	Vendor	Reconciled	\$306.65
51512	12/16/2020	Dollar General Corporation	Vendor	Reconciled	\$67.50

**Gibson County Special Schools**  
**Bank Account Check Listing By Date**

**Run At:** 1/7/2021 8:26 AM  
**Run By:** Amy Santaniello  
Page 6 of 9

Bank Account: Farmers And Merchants Bank (Fund 141 Vendor)  
GL Account: 141- -11130

Account Number: 000000200379

Number	Date	Description	Check Type	Status	
51513	12/16/2020	Dyer Florist	Vendor	Reconciled	\$35.00
51514	12/16/2020	Edutech, Inc.	Vendor	Reconciled	\$21,600.00
51515	12/16/2020	Floyd's Equipment	Vendor	Reconciled	\$2,950.00
51516	12/16/2020	Gibson County Federal Accounts	Vendor	Reconciled	\$66,875.87
51517	12/16/2020	JOSEPH SHERLEY	Vendor	Reconciled	\$24.00
51518	12/17/2020	ATECH, INC	Vendor	Reconciled	\$80.59
51519	12/17/2020	John Campbell	Vendor	Reconciled	\$187.48
51520	12/17/2020	Carol Cunningham	Vendor	Reconciled	\$66.52
51521	12/17/2020	Cdw Government	Vendor	Outstanding	\$4,886.00
51522	12/17/2020	Central Technologies, Inc.	Vendor	Reconciled	\$784.00
51523	12/17/2020	D.L.'S SHEET METAL COMPANY	Vendor	Reconciled	\$30.00
51524	12/17/2020	Dollar General Corporation	Vendor	Reconciled	\$5.00
51525	12/17/2020	Hickerson Automotive Group, Inc	Vendor	Reconciled	\$18.09
51526	12/17/2020	Kary Parchman	Vendor	Reconciled	\$130.80
51527	12/17/2020	Michael McEwen	Vendor	Reconciled	\$191.84
51528	12/17/2020	Amy Powell	Vendor	Reconciled	\$95.92
51529	12/17/2020	Rachel Barber	Vendor	Outstanding	\$584.24
51530	12/17/2020	Stanford Electric	Vendor	Reconciled	\$70.88
51531	12/17/2020	Donna Thomas	Vendor	Reconciled	\$270.86
51532	12/17/2020	Jenny Yates	Vendor	Reconciled	\$304.30
51533	12/17/2020	Ken White	Vendor	Outstanding	\$677.16
51534	12/17/2020	Tammy Zarecor	Vendor	Reconciled	\$633.96
51535	12/17/2020	Tina McClain	Vendor	Reconciled	\$677.16
51536	12/17/2020	Tracy Garner	Vendor	Outstanding	\$677.16

Gibson County Special Schools  
Bank Account Check Listing By Date

Run At: 1/7/2021 8:26 AM  
Run By: Amy Santaniello  
Page 7 of 9

Bank Account: Farmers And Merchants Bank (Fund 141 Vendor) Account Number: 000000200379  
GL Account: 141- -11130

**Number                      Date    Description    Check Type                      Status**

**Totals for Vendor**

**Number of Checks:** 163  
**Total Checks:** \$370,300.60  
**Reconciled Checks:** \$344,373.65  
**Outstanding Checks:** \$25,926.95  
**Void Checks:** \$0.00

Gibson County Special Schools  
Bank Account Check Listing By Date

Run At: 1/7/2021 8:26 AM  
Run By: Amy Santaniello  
Page 8 of 9

Bank Account: Farmers And Merchants Bank (Fund 141 Vendor)  
GL Account: 141- -11130

Account Number: 000000200379

**Totals for 141- -11130**

<b>Number of Checks:</b>	163
<b>Total Checks:</b>	\$370,300.60
<b>Reconciled Checks:</b>	\$344,373.65
<b>Outstanding Checks:</b>	\$25,926.95
<b>Void Checks:</b>	\$0.00

Gibson County Special Schools  
Bank Account Check Listing By Date

Run At: 1/7/2021 8:26 AM  
Run By: Amy Santaniello  
Page 9 of 9

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Bank Account: Farmers And Merchants Bank (Fund 141 Vendor) Account Number: 000000200379

**Grand Totals**

Number of Checks:	163
Total Checks:	\$370,300.60
Reconciled Checks:	\$344,373.65
Outstanding Checks:	\$25,926.95
Void Checks:	\$0.00



	A	B	C	D	E	F
1	<b>Monthly Work Order Recap</b>					
2	<b>Period: December 1 2020 through January 12 2021</b>					
3						
4			<b>Beginning of Month</b>	<b>New</b>	<b>Closed</b>	<b>End of Month</b>
5	<b>Technology</b>	<b>Assigned To:</b>	<b>Open Work Orders</b>	<b>Work Orders</b>	<b>Work Orders</b>	<b>Open Work Orders</b>
6		Jamie Barr	14	39	14	39
7		Kary Parchman	8	8	4	12
8		Shawn Hampton	7	21	25	3
9		Joseph Sherley	4	25	25	4
10						
11	<b>Grand Totals</b>		<b>33</b>	<b>93</b>	<b>68</b>	<b>58</b>
12						
13						
14			<b>Beginning of Month</b>	<b>New</b>	<b>Closed</b>	<b>End of Month</b>
15	<b>Maintenance</b>	<b>Assigned To:</b>	<b>Open Work Orders</b>	<b>Work Orders</b>	<b>Work Orders</b>	<b>Open Work Orders</b>
16		Charles Salles	63	8	8	63
17		Travis Hendrix	0	16	14	2
18		Mark Robinson	0	10	10	0
19		Caleb Black	2	10	12	0
20		Ted Bauman	0	26	26	0
21						
22	<b>Grand Totals</b>		<b>65</b>	<b>70</b>	<b>70</b>	<b>65</b>
23						
24						
25	<b>Notes :</b>					
26	1. <b>Assigned To</b> : The person who was assigned the work order.					
27	2. <b>Beginning of the Month Work Orders</b> : The number of work orders open for the Assigned To for time frame selected.					
28	3. <b>New Work Orders</b> : New work orders received by the Assigned To during the time frame selected.					
29	4. <b>Closed Work Orders</b> : Closed work orders closed by the Assigned To during the time frame selected.					
30	5. <b>End of Month Open Work Orders</b> : Work orders still open for the Assigned To for the time frame selected.					

**Gibson County Special School District Board of Trustees**  
**Regular Called Meeting**  
**Yorkville School Gym**  
**December 10, 2020**

Mr. Tom Lannom, Board Chairman, called the meeting to order. Members present were Scott Ball, John Campbell, Tom Lannom and Treva Maitland. Members absent were Benny Boals, Charles Scott and Eddie Watkins. A motion was made by Mrs. Maitland to approve the consent agenda, with a second by Mr. Ball. *Motion passed.* A motion was made by Mrs. Maitland to approve the amended agenda, with a second by Mr. Campbell. *Motion passed.* Mark Johnson was present as legal counsel.

**PUBLIC COMMENT: none**

**RECOGNITION: none**

**REGULAR AGENDA**

**Middle School Basketball**

Mr. Pruett presented the plan to consolidate the junior high basketball teams. Mr. Brad Garner, Junior High Athletic Director, compiled the list of current number with a proposed plan for consolidation of the junior high basketball teams. Dyer and Rutherford School Teams are going to be non-existence according to the number for next school year. The consolidation will be Dyer, Rutherford, Spring Hill and Yorkville School teams. Spring Hill and Yorkville are currently already combined as the “Junior Pioneers”. The teams will be broken into Fifth & Sixth Grade (girls & boys) and Seventh & Eighth (girls & boys) teams.

Mr. Lannom explained that the parents were the ones that requested this option be explored, not the coaches as some parents contemplated. Mr. Micah McVay represented a group of concerned parents about the number of players reducing in numbers in teams. In trying to practice they must scrimmage other schools since there are few participants. He addressed the Board at the November meeting about addressing this issue.

Other topics in this plan were the number of coaches will decline. Each team will have one head coach and one assistant coach. The games will be played at the GCHS auxiliary gym, if available. Practices will rotate between the junior high gyms. Transportation shuttle for practice will pick up students from the schools. Cheerleader squad, gates and concessions were also laid out in this proposal.

Mr. Pruett asked the Board to have a town hall meeting on Sunday, January 10<sup>th</sup> at 2 pm in the GCHS Theater to discuss the consolidation of these teams with the public. The *Board agreed* to this meeting to hear feedback from their communities.

### **Teachers Distance Learning Planning Time Discussion**

Mr. Pruett reported as of today there are 236 students registered for the for the third 9-week session of distance learning. He expects more by December 11<sup>th</sup> at 5 pm cut-off. At the present time the number of students is down around 100. Mr. Pruett proposes that the Board approve to continue with students out of school on Fridays and teachers' continuing as a prep day during the month of January. With revisiting this issue at the January 14<sup>th</sup> board meeting, to see a more accurate number of students signed up for the distance learning program. A motion was made by Mr. Lannom and seconded by Mr. Ball to re-visit this item at the January 14<sup>th</sup> board meeting. *Motion passed.*

### **Replace AG Department Truck\*\*\***

Mr. Cunningham presented the 2008 Ford F350 Diesel truck used by the AG Department. The district is continually expending funds to keep it up and going. The repairs currently needed will cost between \$8,000 - \$10,000. And this is to fix only the current known problems. I recommend to surplus the old F350 and authorize the district to spend up to \$50,000 for a replacement. A motion was made by Mr. Lannom to surplus the old F350 and authorize the district to spend up to \$50,000 for a replacement truck, seconded by Mr. Campbell. *Motion passed.*

### **Bus Approval Off-Line**

Mr. Pruett presented four buses that have exceeded the requirements of age of 18 years old or 200,000 miles to go off-line in December. Mr. Jackson requests the Board to approve the four buses as surplus so they can be sold to the general public. These buses have been replaced by the ones that were purchased this past year. The following bus numbers and VIN#s are to be approved as surplus: 03-35 VIN# -1BABKC0AX4F217596, 03-32 VIN # - 1T88R3D2242243838, 03-24 VIN# - 1T88R3D2441135714, and 03-23 VIN# 1T88R3D2041143938. A motion was made to surplus these four buses, (specified above), by Mrs. Maitland and seconded by Mr. Campbell. *Motion passed.*

### **Policy Revisions**

Mr. Pruett presented policy # 2.601 *Fundraising Activities* for the first reading. Laws have recently changed adding bereavement support as a fundraiser for non-educational purposes.

Mr. Pruett presented policy # 4.209 *Alternative Credit Options* for the first reading. This is a new policy updated with new laws put in place for course access denied.

Mr. Pruett presented policy # 5.302 *Sick Leave* for the first reading. This has also been updated by state law with the words "physical disability".

Mr. Pruett presented policy # 6.303 *Interrogations & Searches* for the first reading. This policy has also been updated by recent laws.

Mr. Pruett presented policy # 6.3041 *Title IX & Sexual Harassment* for the first reading. This is a new policy updated due to new laws.

Mr. Pruett presented policy # 6.402 *Physical Examinations & Immunizations* for the first reading. The new laws state which exceptions will be granted to students.

Mr. Pruett presented policy # 6.500 *Special Education Students* for the first reading. This policy has also been updated by new laws on the restraint of special education students.

A motion was made to adopt policies # 2.601, 4.209, 5.302, 6.303, 6.3041, 6.402 and 6.500 on the first reading by Mr. Ball and seconded by Mr. Campbell. *Motion passed.*

### **Director's Report**

Mr. Pruett presented a list of Dyer School equipment to be approved as surplus. A motion was made by Mr. Lannom to approve this list as surplus, seconded by Mr. Campbell. *Motion passed.*

Mr. Pruett reminded the Board about the information concerning the TSBA Legislative & Legal Institute on February 14<sup>th</sup> and 15<sup>th</sup>, 2021 in Nashville. The Board is supposed to contact Carol if they are interested in attending.

Mr. Lannom requested the school calendar approval agenda item be moved from February back to the December meeting for the next school year on the Annual Agenda. His reasoning is so parents can make plans earlier according to the school calendar. *The Board agreed with his request.*

Mrs. Maitland made the motion to adjourn.

<b>Gibson County Board of Education</b>			
Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Fundraising Activities</b>	Descriptor Code: <b>2.601</b>	Issued Date: <b>01/12/17</b>
		Rescinds: <b>6.701</b>	Issued: <b>05/13/02</b>

1 *General*

2 The following general guidelines shall be followed:

- 3 1. Fundraising activities shall be authorized by the board and shall be for the purpose of  
4 supplementing funds for established school programs and not for supplementing funds which are  
5 the responsibility of the public.
- 6 2. Fundraising companies and other salespersons shall obtain permission in writing from the  
7 director of schools' office in order to visit the schools.
- 8 3. Any commission payable by companies shall be paid in the form of reduced prices to the students  
9 or paid into the activity fund of the school for use by the school. No school employee shall  
10 personally benefit from any fundraising activity.
- 11 4. The principal must obtain written approval from the director of schools or designee for all  
12 fundraising activities, including online fundraising activities, that involve the participation of the  
13 general student population in the marketing process of the fundraising effort. All other  
14 fundraising activities, including online fundraising activities, must have written approval from  
15 the principal and comply with all administrative procedures issued by the director of schools.  
16 The authorization request shall contain the following information:<sup>1</sup>
- 17 a. A list of the proposed fundraising activities;
- 18 b. Purpose of the fundraising activity;
- 19 c. Proposed uses of funds raised;
- 20 d. Expected student involvement in fundraising activity (school-wide or individual class or  
21 club); and
- 22 e. Margin of profit and how it is to be paid to the school.
- 23 5. The director of schools shall determine whether or not the activity will benefit the school, con-  
24 tribute to the welfare of the student body, and supplement, not replace, funds necessary to fulfill  
25 the board's required contributions.
- 26 6. Students shall not be excused from a regular class to participate in a fundraising activity. No  
27 grade in a subject or course shall be affected by a student's participation in a fundraising activity.

1 7. No quotas shall be imposed on students involved, and their efforts shall be voluntary. Students  
2 who do not participate in fundraising activities shall not be punished or discriminated against in  
3 any way.

4 This policy shall not be construed as preventing a teacher from using instructional or informational  
5 materials even though the materials might include reference to a brand, a product, or a service.

## 6 **LOTTERIES**

7 No fundraising activity shall be conducted which distributes prizes or makes awards to winners from  
8 among purchasers of chances by means of tickets through a random selection process.<sup>2</sup>

## 9 **ONLINE FUNDRAISING**

10 Individual schools may establish school-wide online fundraising accounts. The accounts must meet all  
11 fundraising requirements established by the board and the *Internal School Uniform Accounting Policy*  
12 *Manual*. The principal/designee of each school shall have access to the established fundraising account  
13 to ensure all funds are properly accounted for, and the information is recorded in the school's  
14 accounting records by the designated personnel. Online fundraising shall not be used on behalf and for  
15 the benefit of an outside party.

16 Employees shall not engage in online fundraising in their official capacity as district employees nor  
17 make any reference to non-school sponsored fundraisers, online or otherwise, that would lead another  
18 to believe such activity is an approved school fundraiser.

---

### Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-32
2. Tenn. Op. Att'y Gen. No. 03-049 (Apr. 22, 2003)

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### Cross References

Student Activity Funds Management 2.900  
Staff Gifts and Solicitations 5.605

# PROPOSED POLICY

<b>Gibson County Board of Education</b>			
Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Fundraising Activities</b>	Descriptor Code: <b>2.601</b>	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The following guidelines shall be followed:<sup>1</sup>

- 3 1. Fundraising activities shall be authorized by the Board and shall be for the purpose of  
4 supplementing funds for established school programs and not for replacing funds which are the  
5 responsibility of the Board.
- 6 2. Fundraising companies and other salespersons shall obtain permission in writing from the  
7 Director of Schools' office in order to visit the schools.
- 8 3. Any commission payable by companies shall be paid in the form of reduced prices to the students  
9 or paid into the activity fund of the school for use by the school. No school employee shall  
10 personally benefit from any fundraising activity.
- 11 4. The principal shall obtain written approval from the Director of Schools/designee for all  
12 fundraising activities, including online fundraising activities, that involve the participation of the  
13 general student population in the marketing process of the fundraising effort. All other  
14 fundraising activities, including online fundraising activities, shall have written approval from  
15 the principal and comply with all administrative procedures issued by the Director of Schools.  
16 The authorization request shall contain the following information:<sup>2</sup>
- 17 a. A list of the proposed fundraising activities;
- 18 b. Purpose of the fundraising activity;
- 19 c. Proposed uses of funds raised;
- 20 d. Expected student involvement in fundraising activity (school-wide, individual class, or  
21 club); and
- 22 e. Margin of profit and how it is to be paid to the school.
- 23 5. The Director of Schools shall determine whether or not the activity will benefit the school,  
24 contribute to the welfare of the student body, and supplement, not replace, funds necessary to  
25 fulfill the Board's required contributions.
- 26 6. Students shall not be excused from a regular class to participate in a fundraising activity. No  
27 grade in a subject or course shall be affected by a student's participation in a fundraising activity.

1 7. No quotas shall be imposed on students involved, and their efforts shall be voluntary. Students  
2 who do not participate in fundraising activities shall not be punished or discriminated against in  
3 any way.

4 This policy shall not be construed as preventing a teacher from using instructional or informational  
5 materials even though the materials might include reference to a brand, a product, or a service.

## 6 **LOTTERIES**

7 No fundraising activity shall be conducted which distributes prizes or makes awards to winners from  
8 among purchasers of chances by means of tickets through a random selection process.<sup>3</sup>

## 9 **ONLINE FUNDRAISING**

10 Individual schools may establish school-wide online fundraising accounts. The accounts shall meet all  
11 fundraising requirements established by the Board and the *Tennessee Internal School Uniform*  
12 *Accounting Policy Manual*. The principal/designee of each school shall have access to the established  
13 fundraising account to ensure all funds are properly accounted for, and the information is recorded in  
14 the school's accounting records by the designated personnel. Online fundraising shall not be used on  
15 behalf and for the benefit of an outside party.

16 An employee shall not engage in online fundraising for educational purposes in his/her official  
17 capacity as a district employee or make any reference to non-school sponsored fundraisers, online or  
18 otherwise, that would lead another to believe such activity is an approved school fundraiser.

## 19 **FUNDRAISING FOR NONEDUCATIONAL PURPOSES<sup>4</sup>**

20 On approval of the principal, an employee may be authorized to raise and use funds for the following  
21 noneducational purposes:

- 22 1. Bereavement support;
- 23
- 24 2. Award recognition;
- 25
- 26 3. Employee morale;
- 27
- 28 4. Banquets; or
- 29
- 30 5. Other situations at the principal's discretion.

31 These funds shall be derived from vending machine revenue, donations, or other types of fundraisers.  
32 The Director of Schools shall develop administrative procedures regarding the receipt, disbursement,  
33 accounting, and auditing of these noneducational funds. The Director of Schools shall ensure that the  
34 procedures are consistent with board policy and state law and disseminate them to all employees.

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**Legal References**

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-30, 4-31
2. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-32
3. Tenn. Op. Att'y Gen. No. 03-049 (Apr. 22, 2003)
4. TCA 49-2-134

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**Cross References**

Revenues 2.400  
School Support Organization 2.404  
Audits 2.703  
Vendor Relations 2.809  
Student Activity Funds Management 2.900  
Staff Gifts and Solicitations 5.605  
Gifts 6.710

**NEW**  
**PROPOSED POLICY**

<h2 style="margin: 0;">Gibson County Board of Education</h2>			
Monitoring:  Review: Annually, in November	Descriptor Term:  <b>Alternative Credit Options</b>	Descriptor Code: <b>4.209</b>	Issued Date:
		Rescinds:	Issued:

1    **ONLINE COURSES**

2    High school students may earn credit to be applied toward graduation requirements by completing online  
3    courses offered through agencies or institutions approved by the Board. Credit from these online courses  
4    may be earned only in the following circumstances:

- 5        1. The course is not offered at the high school, or although the course is offered at the high school,  
6        the student has an unavoidable scheduling conflict;
- 7        2. The course will serve as a supplement to homebound instruction;
- 8        3. The student has been expelled from a regular school setting, but educational services are to be  
9        continued; or
- 10       4. The principal, with agreement from the student's teachers and parent(s)/guardian(s), determines  
11       the student requires a differentiated or accelerated learning environment.

12    The express approval of the principal/designee shall be obtained before a student enrolls in an online  
13    course. The school shall receive an official record of the final grade before credit toward graduation will  
14    be recognized.

15    Through a supervision plan, the school shall be responsible for providing appropriate supervision and  
16    monitoring of students taking online courses.

17    **COURSE ACCESS PROGRAM**

18    Students in grades seven through twelve (7-12) may participate in the statewide course access  
19    program. To become eligible to participate, students shall:

- 20        1. Meet all prerequisite requirements for the course access course; and
- 21        2. Be unable to enroll in a comparable course at the student's school because:
  - 22            a. A comparable course is not offered; or
  - 23            b. A legitimate situation exists that prevents the student from enrolling in a comparable  
24            course.<sup>1</sup>

26    The Director of Schools shall develop administrative procedures to ensure that students and  
27    parent(s)/guardian(s) are given written notice of their right to appeal any denial of a course access  
28    course enrollment in a timely manner.<sup>2</sup> All appeals shall be submitted in writing to the Board within  
29    ten days of a denial.

- 1 After a timely appeal is made, the Board will provide written notification to the student and
- 2 parent(s)/guardian(s) of the time, place, and date of the hearing. The hearing shall be held no later than
- 3 ten (10) days after the appeal is submitted. At the hearing, the Board shall determine whether there was
- 4 an error in denying the student the ability to participate in the course access program.<sup>3</sup>

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**Legal References**

1. TRR/MS 0520-01-14-.03(1)
2. TRR/M 0520-01-14-.03(7)
3. TRR/MS 0520-01-14-.03(6)

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**Cross References**

Homebound Instruction 4.206  
Grading System 4.600  
Graduation Requirements 4.605

# Gibson County Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term:  <b>Sick Leave</b>	Descriptor Code: <b>5.302</b>	Issued Date: <b>03/08/12</b>
		Rescinds: <b>5.302</b>	Issued: <b>03/16/04</b>

1    **PROFESSIONAL PERSONNEL**

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

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

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

11    A certificate from the physician on forms furnished by the Board of Trustees may be required in  
12    support of any claim for sick leave pay.<sup>1</sup>

13    The principal shall notify the director of schools' office at once if an employee is sick beyond the limit  
14    of his/her sick leave accumulation. The substitute teacher, beyond this point, must have a certificate or  
15    permit and must be paid according to the state salary scale.

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

18    A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee  
19    school system, provided that the director of schools of the system in which the accumulated leave was  
20    held provides notarized verification.<sup>1</sup>

21    Sick leave for maternity purposes may be taken during the period of physical disability only. A teacher  
22    may use up to thirty (30) days of accumulated sick leave for the adoption of a child. If both adoptive  
23    parents are teachers only one parent may request leave. Written verification from the adoption agency  
24    or other entity handling the adoption shall be required before the leave is granted.<sup>1</sup>

**1 SUPPORT PERSONNEL**

- 2 Sick leave for support personnel shall be one (1) day for each month an employee is employed in a  
3 school year and shall accumulate for an unlimited number of days.
- 4 At the termination of the employment of any employee, all unused sick leave accumulated by the  
5 employee shall be terminated.
- 6 The immediate supervisor may require a physician's certificate stating the reason for absence.

---

**Legal References**

1. TCA 49-5-710
2. TRR/MS 0520-1-2-.04(2)

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**Cross References**

Family and Medical Leave 5.305  
Physical Assault Leave 5.307

# PROPOSED POLICY

<b>Gibson County Board of Education</b>			
Monitoring: <b>Review: Annually, in February</b>	Descriptor Term:  <b>Sick Leave</b>	Descriptor Code: <b>5.302</b>	Issued Date: <b>03/08/12</b>
		Rescinds: <b>5.302</b>	Issued: <b>03/16/04</b>

1 **PROFESSIONAL PERSONNEL**

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

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

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

11 A certificate from the physician on forms furnished by the Board of Trustees may be required in support  
12 of any claim for sick leave pay.<sup>1</sup>

13 The principal shall notify the director of schools' office at once if an employee is sick beyond the limit  
14 of his/her sick leave accumulation. The substitute teacher, beyond this point, must have a certificate or  
15 permit and must be paid according to the state salary scale.

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

18 A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee  
19 school system, provided that the director of schools of the system in which the accumulated leave was  
20 held provides notarized verification.<sup>1</sup>

21 **SUPPORT PERSONNEL**

22 Sick leave for support personnel shall be one (1) day for each month an employee is employed in a  
23 school year and shall accumulate for an unlimited number of days.

24 At the termination of the employment of any employee, all unused sick leave accumulated by the  
25 employee shall be terminated.

- 1 The immediate supervisor may require a physician's certificate stating the reason for absence.

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Legal References

1. TCA 49-5-710
2. TRR/MS 0520-1-2-.04(2)

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Cross References

- Family and Medical Leave 5.305  
Physical Assault Leave 5.307

# CURRENT POLICY

<b>Gibson County Board of Education</b>			
Monitoring: Review: <b>Annually, in April</b>	Descriptor Term: <b>Interrogations and Searches</b>	Descriptor Code: <b>6.303</b>	Issued Date: <b>10/11/07</b>
		Rescinds: <b>6.303</b>	Issued: <b>06/08/06</b>

## 1 INTERROGATIONS BY SCHOOL PERSONNEL

2 School personnel have a duty to report any reasonable suspicion that a student is carrying, or has carried,  
3 a weapon or is violating, or has violated, a provision of the Tennessee Drug Control Act to the principal,  
4 the principal's designee or, if the principal and the principal's designee are unavailable and the offense  
5 was committed on school property, to the appropriate authorities.<sup>1</sup>  
6

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

12 If a student is suspected or accused of misconduct or infraction of the student code of conduct, the  
13 principal may interrogate the student, without the presence of parent(s)/guardian(s) or legal custodians  
14 and without giving the student constitutional warnings.

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

16 If the principal has requested assistance by the police department to investigate a crime involving his/her  
17 school, the police shall have permission to interrogate a student suspect in school during school hours.  
18 The parent(s)/guardian(s) must be present at the time of the interrogations by police. The principal or  
19 his/her designee shall be present during the interrogation.

20 The use of police women or female staff members is desirable in the interrogation of female students.

## 21 SEARCHES BY SCHOOL PERSONNEL

22  
23 Any principal, or his/her designee, having reasonable suspicion may search any student, place or thing  
24 on school property or in the actual or constructive possession of any student during any organized school  
25 activity off campus, including buses, vehicles of students or visitors (*Notice shall be posted in the school*  
26 *parking lot that vehicles parked on school property by students or visitors are subject to search for*  
27 *drugs, drug paraphernalia or dangerous weapons*), and containers or packages if he/she receives  
28 information which would cause a reasonable belief that the search will lead to the discovery of:

- 29 1. Evidence of any violation of the law;
- 30 2. Evidence of any violation of school rules or regulations or proper standards of student or faculty
- 31 conduct;
- 32 3. Any object or substance which, because of its presence, presents an immediate danger of harm
- 33 or illness to any person.

34 A student using a locker that is the property of the school system does not have the right of privacy in  
35 that locker or its contents. All lockers or other storage areas provided for student use on school premises  
36 remain the property of the school system and are provided for the use of students subject to inspection,  
37 access for maintenance and search. *Notice shall be posted in each school that lockers and other storage*  
38 *areas are school property and are subject to search.*

39 A student may be subject to physical search or a student's pocket, purse or other container may be  
40 required to be emptied because of the results of a locker search, or because of information received from  
41 a teacher, staff member or other student if such action is reasonable to the principal. All of the following  
42 standards of reasonableness shall be met:

- 43 1. A particular student has violated policy;
- 44 2. The search could be expected to yield evidence of the violation of school policy or disclosure of
- 45 a dangerous weapon or drug;
- 46 3. The search is in pursuit of legitimate interests of the school in maintaining order, discipline,
- 47 safety, supervision and education of students;
- 48 4. The primary purpose of the search is not to collect evidence for a criminal prosecution; and
- 49 5. The search shall be reasonably related to the objectives of the search and not excessively intrusive
- 50 in light of the age and sex of the student, as well as the nature of the infraction alleged to have
- 51 been committed.

## 52 **USE OF ANIMALS**

53 When necessary, dogs or other animals trained to detect drugs or dangerous weapons may be used in  
54 conducting searches, but the animals shall be used only to pinpoint areas which need to be searched and  
55 shall not be used to search the persons of students or visitors. The director must approve of any use of  
56 dogs or other animals in the school district.

## 57 **USE OF METAL DETECTORS**

58 In view of the escalating presence of weapons in the schools, the Board of Education authorizes the use  
59 of hand-held or walk-through metal detectors to check a student's person or personal effects as follows:

60 School officials or law enforcement officers may conduct metal detector checks of groups of individuals  
61 if the checks are done in a minimally-intrusive, nondiscriminatory manner (e.g., on all students in a  
62 randomly selected class; or every third individual entering an athletic event). Metal detector checks of  
63 groups of individuals may not be used to single out a particular individual or category of individuals.

64 If a school official or a law enforcement officer has reasonable suspicion to believe that a particular  
65 student is in possession of an illegal or unauthorized metal-containing object or weapon, s/he may  
66 conduct a metal detector check of the student's person and personal effects.

67 A student's failure to permit a metal detector check as provided in this policy will be considered grounds  
68 for disciplinary action including possible suspension.

69 The director of schools shall develop procedures for use of metal detectors.

## 70 **SEARCHES BY POLICE**

71 If public health or safety is involved, upon request of the principal who shall be present, police officers  
72 may make a general search of students' lockers and desks, or students' or nonstudents' automobiles for  
73 drugs, weapons or items of an illegal or prohibited nature.

74 If the principal has received reliable information which he/she believes to be true that evidence of a  
75 crime or of stolen goods, not involving school property of members of the school staff or student body,  
76 is located on school property and that any search for such evidence or goods would be unrelated to school  
77 discipline or to the health and safety of a student or the student body, he/she shall request police  
78 assistance; and procedures to obtain and execute a search warrant shall thereafter be followed.

79 Anything found in the course of the search conducted in accordance with this policy which is evidence  
80 of a violation of the law or a violation of student conduct standards may be:

- 81 1. Seized and admitted as evidence in any hearing, trial, suspension or dismissal proceeding. It  
82 should be tagged for identification at the time it is seized and kept in a secure place by the  
83 principal or the principal's designee until it is presented at the hearing. At the discretion of the  
84 principal, the items seized may be returned to the parent or guardian of a student or, if it has no  
85 significant value, the item may be destroyed, but only with the express written permission of the  
86 director of schools.
- 87 2. Any seized item may be turned over to any law enforcement officer. Any dangerous weapon or  
88 drug as defined in TCA 49-6-4202 shall be turned over to an appropriate law enforcement official  
89 after completion of an administrative proceeding at which its presence is reasonably required.

90 Whenever the possibility of uncovering evidence of a criminal nature exists, the principal or his/her  
91 designee may request the assistance of a law enforcement officer to:

# PROPOSED POLICY

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

## 1 INTERROGATIONS BY SCHOOL PERSONNEL

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

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

## 9 INTERROGATIONS BY POLICE AT PRINCIPAL'S REQUEST

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

## 15 POLICE-INITIATED INTERROGATIONS

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

## 22 SEARCHES BY SCHOOL PERSONNEL

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

1

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Legal References

1. TCA 49-6-4203(b)
2. TCA 49-6-4201 *et seq.*; Tenn. Op. Att’y Gen. No. 14-21 (February 24, 2014)

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Cross References

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

<h2 style="margin: 0;">Gibson County Board of Education</h2>			
Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <h3 style="text-align: center; margin: 0;">Title IX &amp; Sexual Harassment</h3>	Descriptor Code: <b>6.3041</b>	Issued Date:
		Rescinds:	Issued:

- 1    *General*
- 2    In order to maintain a safe, civil, and supportive learning environment, all forms of sexual harassment  
3    and discrimination on the basis of sex are prohibited.<sup>1</sup> This policy shall cover employees, employees'  
4    behaviors, students, and students' behaviors while on school property, at any school-sponsored activity,  
5    on school-provided equipment or transportation, or at any official school bus stop in accordance with  
6    federal law. This policy shall be disseminated annually to all school staff, students, and  
7    parent(s)/guardian(s).<sup>2</sup> The Title IX Coordinator as well as any personnel chosen to facilitate the  
8    grievance process shall not have a conflict of interest against any party of the complaint.<sup>3</sup> These  
9    individuals shall receive training as to how to promptly and equitably resolve student and employee  
10    complaints.<sup>3</sup>
- 11    All employees shall receive training on complying with this policy and federal law.<sup>4</sup>
- 12    **TITLE IX COORDINATOR<sup>5</sup>**
- 13    The Title IX Coordinator shall respond promptly to all general reports as well as formal complaints of  
14    sexual harassment. He/she shall be kept informed by school-level personnel of all investigations and  
15    shall provide input on an ongoing basis as appropriate.
- 16    Any individual may contact the Title IX Coordinator at any time using the information below:
- 17    **Title:** Title IX Coordinator
- 18    **Mailing address:** P.O. Box 60, Dyer, TN 38330
- 19    **Phone number:** 731-692-3803
- 20    **DEFINITIONS<sup>4</sup>**
- 21    “Complainant” is an individual who is alleged to be the victim of conduct that could constitute sexual  
22    harassment.
- 23    “Respondent” is an individual who is reported to be the perpetrator of conduct that could constitute  
24    sexual harassment.
- 25    “Sexual harassment” is conduct on the basis of sex that satisfies one or more of the following:<sup>3</sup>

- 1 1. A school district employee conditioning an aid, benefit, or service of an education program or  
2 activity on an individual's participation in unwelcome sexual conduct;
- 3
- 4 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and  
5 objectively offensive that it effectively denies a person equal access to the education program  
6 or activity; or
- 7 3. Sexual assault,<sup>6</sup> dating violence,<sup>7</sup> domestic violence,<sup>8</sup> or stalking<sup>9</sup> as defined in state and federal  
8 law.

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

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

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

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

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

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

## 1 **GRIEVANCE PROCESS**

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

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

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

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

## 22 **Complaints**

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

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

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

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

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

### 3 **Investigations**<sup>16</sup>

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

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

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

16 All investigations shall:

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

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

#### 6 **Determination of Responsibility**<sup>19</sup>

7 The respondent is presumed not responsible for the alleged conduct until a determination regarding  
8 responsibility is made at the conclusion of the grievance process.<sup>20</sup> The clear and convincing evidence  
9 standard in making this determination.<sup>21</sup>

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

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

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

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

#### 21 **APPEALS**<sup>22</sup>

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

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

- 28 1. Assign an impartial hearing officer within five (5) days of receipt of the appeal; and
- 29 2. Notify the parties in writing.

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

#### 35 **RETALIATION**<sup>23</sup>

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

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**Legal References**

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

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**Cross References**

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

# CURRENT POLICY

<b>Gibson County Board of Education</b>			
Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Physical Examinations and Immunizations</b>	Descriptor Code: <b>6.402</b>	Issued Date: <b>07/10/08</b>
		Rescinds: <b>6.402</b>	Issued: <b>12/12/02</b>

## 1 **PHYSICAL EXAMINATIONS**

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

- 3 1. Entering school for the first time by a Doctor of Medicine, Osteopathic Physician Assistant,  
4 Certified Nurse Practitioner, or a properly trained public health nurse; <sup>1</sup> and
- 5 2. Participation as a member of any interscholastic athletics by a Doctor of Medicine (MD) or  
6 Doctor of Osteopathic (DO).<sup>2</sup>

7 Cost of the examination shall be borne by the parent or guardian of the student. These records shall be  
8 on file in the principal's office. <sup>3</sup>

9 Screening tests for vision, hearing, scoliosis and lice will be conducted. Parents/Guardians will receive  
10 written notice of any screening result that indicates a condition that might interfere or tend to interfere  
11 with a student's progress.

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

## 14 **IMMUNIZATIONS**

15 No students entering school, including those entering kindergarten or first grade, those from out-of-  
16 state and those from nonpublic schools, will be permitted to enroll (or attend) without proof of  
17 immunization, as determined by the Commissioner of Public Health.<sup>1,5</sup> It is the responsibility of the  
18 parents or guardians to have their children immunized and to provide such proof to the principal of the  
19 school which the student is to attend.<sup>4</sup>

20 Exceptions, in the absence of an epidemic or immediate threat thereof, will be granted to any child  
21 whose parent or guardian shall file with school authorities a signed, written statement that such  
22 measures conflict with his/her religious tenets and practices; or due to medical reasons if such child has  
23 a written statement from his/her doctor excusing him from such immunization.<sup>6</sup>

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

- 1 A list of transfer students shall be kept at each school throughout the school year in order that their
- 2 records can be monitored by the Department of Health.

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Legal References

1. TRR/MS 0520-1-3-.08(2)(a); TCA 49-6-5004(a)
2. TRR/MS 0520-1-3-.08(2)(b)
3. TCA 49-6-5001(b)(1)
4. P.L. 107-110 Part F § 1061 (1)(D); (2)(B) & (4)(B)
5. TCA 49-6-5001(a)
6. TCA 49-6-5001(b)(2)

# PROPOSED POLICY

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

## 1 PHYSICAL EXAMINATIONS<sup>1</sup>

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

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

7 Cost of the examination shall be covered by the parent/guardian of the student. These records shall be

8 on file in the principal's office.

9 Screening tests as required by the Tennessee Department of Education and the Department of Health

10 will be conducted. Parent(s)/guardian(s) will receive written notice of any screening result that indicates

11 a condition that might interfere with the student's progress. The school district will not conduct physical

12 examinations of a student without parental consent or by court order, unless the health or safety of the

13 student or others is in question.<sup>4</sup>

## 14 IMMUNIZATIONS

15 Students will not be permitted to attend school without proof of immunization as determined by the

16 Commissioner of Health unless circumstances outlined in state or federal law prevent a student from

17 producing such records.<sup>2,5</sup> It is the responsibility of the parent(s)/guardian(s) to have their children

18 immunized and to provide such proof to the principal of the school which the student is to attend.<sup>5</sup>

19 Exceptions will be granted to any student whose parent/guardian files with school authorities a signed,

20 written statement that such measures conflict with the one of the following:

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

26 The Director of Schools shall ensure that appropriate immunization records are maintained for each

27 student.

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Legal References

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

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Cross References

Promoting Student Welfare 6.400

# Gibson County Board of Education

Monitoring: <b>Review: Annually, in May</b>	Descriptor Term: <b>Special Education Students</b>	Descriptor Code: <b>6.500</b>	Issued Date: <b>05/13/10</b>
		Rescinds: <b>6.500</b>	Issued: <b>06/13/96</b>

1 All students with disabilities between the ages of three and twenty-one (inclusive) shall receive the  
 2 benefit of a free appropriate public education. This provides the assurance that these students will be  
 3 educated with non-disabled students to the maximum extent appropriate, and should be placed in  
 4 separate or special classes only when the severity of the disability is such that education in regular  
 5 classes cannot be achieved satisfactorily.<sup>1</sup>

6 Eligibility standards and options of service for special education services will be based upon the  
 7 criteria for disabling conditions specified in Rules, Regulations, and Minimum Standards, Tennessee  
 8 State Board of Education, Part II.<sup>2</sup>

9 Students receiving special education services shall not be restrained, or isolated, except as permitted by  
 10 law.<sup>3</sup>

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Legal References

1. TCA 49-10-102; TCA 49-10-103
2. TRR/MS 0520-1-3-.06, .07 & .09
3. TCA 49-10-1301, *et seq.*, TRR/MS 0520-1-9-.23

# PROPOSED POLICY

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

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

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

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

- 10 1. Personnel authorized to use isolation and restraint;
- 11
- 12 2. Training requirements for personnel working with special education students; and
- 13
- 14 3. Incident reporting procedures.<sup>4</sup>

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#### Legal References

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

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#### Cross References

Special Education 4.202  
Compulsory Attendance Ages 6.201  
Alternative Education 6.319

**Coordinated School Health Presentation  
GCSSD Board Meeting  
January 14, 2021**

1. Each month I develop a GCSSD Coordinated School Health Newsletter which is emailed to all GCSSD staff and then posted on the GCSSD website. This newsletter contains monthly CSH activities, monthly health observances, Employee Assistance Program (EAP) information, and other pertinent information related to CSH. The newsletter can be found online at <https://www.gcssd.org/o/gcssd/browse/144956>

I also highlight GCSSD CSH activities on Social Media accounts. These can be found at:

Facebook: <https://www.facebook.com/gcssdcsh/>

Twitter: <https://twitter.com/RichardsonGCSSD>

2. CSH staff have assisted with the COVID -19 situation within the district in several different ways. We have researched issues relating to COVID-19 utilizing resources such as the CDC website and the TN Department of Health Educational Resources page. We have attended webinars by LeBonheur and Five Points (My Benefits Channel) in order to stay as up to date with their suggestions as possible. We have also assisted with contact tracing and helped maintain corresponding paperwork.
3. Immunizations have been provided to students and adults as a result of our partnership with West Tennessee Health Care as this organization is able to provide services to ALL individuals regardless of their insurance. There were a total of 351 immunizations given to adults and children so far this year. The student utilization of this program has decreased this year as 226 students received vaccines last year compared to 184 this year. One reason for this may be that students are attending the Digital Learning Academy.

2020-21 Immunizations	Total Registered	# Immunizations Given
Adults	126	Flu – 126
		Tdap – 3
		Hep A – 1
		Hep B – 4
		PPV – 2
		Shingrix – 5
		HPV - 2
		Td – 1
Students	184	Flu – 184
		HPV – 10
		MCV4 – 6
		Tdap – 3
		Hep A - 4

4. **Student Health Screenings were given to students in Preschool, Kindergarten, Second, Fourth, Sixth, Eighth, and Special Education Students. This year due to COVID-19 we were not able to have TCAT nursing students assist us with these screenings. As a result we decided that with the limited resources it would be most beneficial to complete hearing and vision screenings as these can potentially affect a student’s ability to learn and this was approved by the state. There have been approximately 800 Student Health Screenings completed so far this year. South Gibson County students in 2<sup>nd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, and 8<sup>th</sup> grades will have their health screenings completed this semester.**
  
5. **BMI data is normally collected during health screenings as we take height and weight assessments. The state CSH office then utilizes this data to formulate BMI data and thus Obesity Rates for the district, county, and state. Since this is a lengthy process we were given the data for the 2018 -2019 school year this fall.**

**BMI data is age- and gender-specific for children and teens. The prevalence of overweight or obese students in this report refers to the proportion of public school students found to be overweight or obese during the school year. Overweight is defined as having a BMI in the 85th to less than the 95th percentile for children of the same age and gender. Obese is defined as having a BMI in the 95th percentile or greater. This BMI data has been steadily improving for GCSSD since the 2015-2016 school year.**

**Prevalence of Overweight or Obese\* Assessed Students in Tennessee Public Schools, by School District**

	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
<b>Gibson County SSD</b>	<b>42.7</b>	<b>41.4</b>	<b>40.1</b>	<b>38.8</b>

**Please note that GCSSD’s Prevalence of Overweight or Obese\* Assessed Students in 2018 -2019 was 38.8 which is lower than the state average of 39.5. We also had the lowest rate for this compared to other school districts in the county.**

6. **The School Health Services Student Update for the school year of 2019-2020 indicated that the enrollment of 4059 students in Pre-K through 12<sup>th</sup> grade made a total of 23,623 visits to the school nurse. The return to class ratio after visiting the nurse for 2019-2020 was 93.42% as 22,060 returned to class. This is an improvement from 2004 when the rate was 61%. This is also higher than the state average return to class ratio of 84%. In addition to serving students with acute physical problems students our school nurses see a district wide total of 703 students who have chronic health conditions. The nurse to student ratio in 2019-2020 was one nurse to 451 students. This is an improvement from the 2003 statics when there was one nurse per 1390 students. This improvement is due to GCSSD employing 9 school nurses as well as a lead nurse to oversee the program. We were also able to hire a part time nurse this**

year (2020-2021) as additional help was needed due to COVID-19. It is very important to keep our students healthy and in school to receive a solid education and our School Nurses are invaluable in this goal.

7. Coordinated School Health partners with LeBonheur in order to provide health care services to students who have not had a physical or medical treatment in the last year. Students can also be referred for acute or chronic physical or mental health problems. Students are seen regardless of their ability to pay for services. Last year there were 67 EPSDT screenings on students in our district. As a result of this program, there have been a total of 95 referrals made to outside resources. Their Health Educator also saw 14 students within GCSSD last year for lessons on nutrition and physical activity. As of December 1 there have been 35 EPSDT screenings so far this year with 10 more scheduled to be seen on December 16.
8. The School Back Pack Program was initiated by funds from CSH in order for students with low food sources to have a pack of food discretely placed in their backpacks on Fridays with enough food for that student through the weekend or over long breaks. Once the community saw the need it became involved in the programs at the local schools as businesses, churches and individuals work together to ensure this program's success.

There are now a total of 142 students currently being served. Dyer School serves 42 students, Kenton School serves 28 students, Rutherford School serves 18 students, South Gibson County Elementary serves 20 students, Spring Hill School serves 14 students and Yorkville School serves 10 students. GCHS has a food pantry where students can obtain food as needed and is currently serving approximately 10 students.

For the past several years the Trenton Foundation, which is a chapter of the West Tennessee Healthcare Foundation, has donated \$2000 annually to help support this program. This August we received \$1500 for this program.

We also receive a grant by Second Harvest to support this program at Dyer, Kenton, Rutherford, South Gibson County Elementary School, Spring Hill, and Yorkville Schools. This program supplies the needed food for the eligible children at these schools. This grant is worth \$15,548.

We have also held food drives at GC, Dyer, and Rutherford this fall to help support this program. Students and the community were able to donate food to assist with this need.

9. **CSH and Lifetime Wellness class teachers at both high schools will partner again this year to provide health related education to students. Topics such as Suicide Prevention and Drowsy Diving Prevention will be covered by community partners including Team Mica and the Kyle Kiihnl Memorial Foundation. CSH contacted these agencies and asked them to make videos that could be shown in these classes since COVID-19 has halted our ability to bring outside agencies in at this time. These groups are in the process of completing their videos and will send these to CSH to share with Wellness classes once complete. In January middle school and high school students will receive information on the topic of the dangers of Juul as part of our “No Juul January” education. Other events are currently being planned as well.**
  
10. **Students Against Destructive Decisions (SADD) continues to be successful within our schools. This program has grown from 3 students at GCHS to more than 40 at GCHS and approximately 10 at SGCHS. CSH Coordinator and SADD Advisor is currently meeting with these groups virtually through the use of Microsoft Teams.**

**Based on our achievements in activities including SADD, GCSSD CSH was selected to represent the Northwest Region at the TN School Health Advisory Panel the past 2 years.**

**GCHS also had a student, Hailey Jeppesen, chosen to serve on the TN SADD Student Leadership Council.**

**We are hopeful to continue to be active the remainder of the year and into the summer as we are planning to attend the TN Teen Institute (TTI) Staff Retreat in Nashville in March and TTI at UTM in June among other activities. These activities will be based on the COVID-19 situation at the time.**

# Gibson County Middle School Basketball Proposal

## Team Structure

1 Pioneer and Lady Pioneer team comprised of 7/8 graders. (Will play JV games)

1 Junior Pioneer and Junior Lady Pioneers team comprised of 5/6 graders.

(a player may play up from the 5/6 team to the 7/8 team if coaches deem they are able but no one below the 5<sup>th</sup> grade could play on the 5/6 team)

## Coaches

Lady Pioneer/Pioneer team will have a Head coach and Assistant coach (4 total)

Junior Lady Pioneer/Pioneer team will have a Head coach and Assistant coach (4 total)

8 Total coaches

(currently have 12)

## Games

7/8 grade games will be played at Gibson County High School.

(The Lady Pioneer/Pioneers will play a Varsity and Junior Varsity schedule)

5/6 grade games can be played at Gibson County High School or any of our other middle school gyms.

The 5/6 grade will have their own separate schedule to be played. They can play on the same night as the Lady Pioneers/Pioneers vs the same opponent as the 7/8 or schedule someone else if need

1) If on the same night as 7/8	(Example)	<u>Aux. Gym</u>	<u>Main Gym</u>
	5:00	Boys 7/8 JV	Girls 7/8 JV
	6:00	Girls 5/6	Girls 7/8
	7:00	Boys 5/6	Boys 7/8

\*\*\* (Aux Gym will need retractable bleachers and acoustic panels added to accommodate this)

2) If played at our other middle school gyms, then the games could vary as to which night played

## Practice

Both boy's teams will practice at the same site. (times may vary depending on numbers)

Both girl's teams will practice at the same site. (times may vary depending on numbers)

## Practice Site Options

- 1) Rutherford and Dyer will be used as practice gyms. Boys and girls will alternate gyms each week to allow equal access to facilities. (GCHS could be used occasionally, but most often not available, as basketball open gym or practice if after November 1 and volleyball Aug-Oct. are almost daily)
- 2) Rutherford will be used all the time since it is the best facility among the north middle schools. Then, rotate Dyer, Spring Hill, Yorkville gyms weekly. (boys and girls alternate weeks)
- 3) Rotate all 4 gyms for practice weekly. (boys and girls alternate weeks)
- 4) Rutherford used all the time. Rotate Dyer and Spring Hill weekly. (boys and girls alternate weeks) \*\*Yorkville gym does not have any side goals to aide in practice time and floor is in poor condition

## Transportation

- 1) Shuttle will run at 2:50 starting at Dyer, then to Yorkville(Spring Hill rides daily shuttle already established to there), go to Rutherford for drop off/pick up, then back to Dyer

Finish times would have to be coordinated between coaches of different sites for return transportation to work, and there would still be some lag time (cost \$55-\$85 daily and needed 150 + days per school year = \$8250-\$12,750 yearly)

- 2) Shuttle will run at 2:50 starting at Dyer, then to Yorkville(Spring Hill rides daily shuttle already established to there), go to Rutherford for drop off/pick up

Depending on what the other location was for the week, the shuttle would either go back to Dyer or back to Yorkville or Spring Hill

Finish times would have to be coordinated between coaches of different sites for return transportation to work, and there would still be some lag time (cost \$55-\$85 daily and needed 150 + days per school year = \$8250-\$12,750 yearly)

3) Same as #2 depending on location for the week as for where to start shuttle

4) Same as #2 depending on location for the week as for where to start shuttle

### **Cheerleaders**

- 1) Have tryouts for 7/8 squad and practice at sites offsetting the basketball practices  
(Rarely do you see a 5/6 cheer squad) (cheer coach could allow a 5/6 to try out if were on the squad this year as we transition into a full 7/8 squad the next year)
- 2) Leave as is where individual school has its own squad (5-8) and divide games up to cheer as is done in football (2-3 football and 6-7 basketball games per year)

### **Gates**

Each school/administrator would be responsible for working gates on a rotational basis (2-3 games each) with one school being designated as the account holder (AD would work all)

### **Concessions**

Concessions would be under one account as well with a hired person to run throughout the season.



# GCSSD Option 1

July 2021						
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August 2021						
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September 2021						
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## Notes:

Aug 2: 1<sup>st</sup> day of school(half day)

Sep 06: Labor Day

Sep 20-24: P/T conference week

Oct 1: Professional Develop.

Oct 4-8: Fall Break

Nov 24-26:Thanksgiving Break

Dec 18-Jan 4: Christmas Break

Jan 5: Students return

Jan 17: M L King Day

Feb 7-11: P/T conference week

Feb 21: Presidents' Day

Mar 25: Professional Develop.

Mar 28-Apr 1: Spring Break

Apr 15: Good Friday

May 6: Strawberry Festival

May 24: Last day of school(1/2)

October 2021						
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November 2021						
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December 2021						
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January 2022						
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February 2022						
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March 2022						
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April 2022						
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May 2022						
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June 2022						
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■ = school is out

■ = district PD, only teachers go

■ = local PD, only teachers go

■ = parent teacher conference

# 2021-2022

# GCSSD Option 2

July 2021						
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August 2021						
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September 2021						
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## Notes:

Aug 2: 1<sup>st</sup> day of school(half day)

Sep 06: Labor Day

Sep 20-24: P/T conference week

Oct 1: Professional Develop.

Oct 4-8: Fall Break

Nov 22-26: Thanksgiving Break

Dec 22-Jan 4: Christmas Break

Jan 5: Students return

Jan 17: M L King Day

Feb 7-11: P/T conference week

Feb 21: Presidents' Day

Mar 25: Professional Develop.

Mar 28-Apr 1: Spring Break

Apr 15: Good Friday

May 6: Strawberry Festival

May 24: Last day of school(1/2)

October 2021						
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November 2021						
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January 2022						
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February 2022						
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March 2022						
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April 2022						
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May 2022						
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June 2022						
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# 2021-2022

# GCSSD Option 3

**July 2021**

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**August 2021**

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**September 2021**

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## Notes:

Aug 5: 1<sup>st</sup> day of school(half day)

Sep 06: Labor Day

Sep 20-24: P/T conference week

Oct 6: Professional Develop.

Oct 7-8: Fall Break

Nov 24-26:Thanksgiving Break

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Feb 21: Presidents' Day

Mar 25: Professional Develop.

Mar 28-Apr 1: Spring Break

Apr 15: Good Friday

May 6: Strawberry Festival

May 24: Last day of school(1/2)

**October 2021**

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**November 2021**

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**December 2021**

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**January 2022**

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**February 2022**

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**March 2022**

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**April 2022**

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**May 2022**

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**June 2022**

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# 2021-2022

# GCSSD Option 4

July 2021						
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August 2021						
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September 2021						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## Notes:

Aug 3: 1<sup>st</sup> day of school(half day)

Sep 06: Labor Day

Sep 20-24: P/T conference week

Oct 6: Professional Develop.

Oct 7-8: Fall Break

Nov 22-26:Thanksgiving Break

Dec 18-Jan 4: Christmas Break

Jan 5: Students return

Jan 17: M L King Day

Feb 7-11: P/T conference week

Feb 21: Presidents' Day

Mar 25: Professional Develop.

Mar 28-Apr 1: Spring Break

Apr 15: Good Friday

May 6: Strawberry Festival

May 24: Last day of school(1/2)

October 2021						
S	M	T	W	Th	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
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24	25	26	27	28	29	30
31						

November 2021						
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21	22	23	24	25	26	27
28	29	30				

December 2021						
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January 2022						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022						
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13	14	15	16	17	18	19
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27	28					

March 2022						
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13	14	15	16	17	18	19
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April 2022						
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23	24	25	26	27	28	29
30	31					

May 2022						
S	M	T	W	Th	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2022						
S	M	T	W	Th	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

■ = school is out

■ = district PD, only teachers go

■ = local PD, only teachers go

■ = parent teacher conference

# 2021-2022

## NEW POLICY

<b>Gibson County Board of Education</b>			
Monitoring: Click here to enter text.	Descriptor Term:  <b>Local COVID-19 Leave</b>	Descriptor Code: 5.3052	Issued Date:
		Rescinds:	Issued:

Beginning January 1, 2021, employees are entitled to up to 10 days of paid sick leave if they have not exhausted their FFCRA Leave under Policy No 5.3051 "FFCRA Leave<sup>1</sup>" and are unable to work or telework because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by health care provider to self-quarantine related to COVID-19; or
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

To demonstrate eligibility for the leave, the employee may be required to provide proof of COVID-19 testing or other suitable documentation for the circumstances. Employees should seek clarification from human resources if they have questions regarding the total amount of leave available to them.

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

For avoidance of doubt, employees will only be permitted up to 10 days of their regular pay per school year, regardless if the employee took that leave under FFCRA leave policy or the local COVID-19 leave policy.

The policy will be in effect from January 1, 2021 until March 31, 2021 unless the Board takes action to extend it. If the state or federal government issues a mandate for COVID-19 related leave after adoption of this local COVID-19 leave policy, such mandated leave will replace this policy entirely and this policy simultaneously will expire.

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Legal References

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Cross References

1. Policy 5.3051

# REFERENCE POLICY

Gibson County Board of Education			
Monitoring: Review: Annually, in January	Descriptor Term: <b>FFCRA LEAVE</b>	Descriptor Code: <b>5.3051</b>	Issued Date: <b>09/10/20</b>
		Rescinds: <b>5.3051</b>	Issued: <b>06/25/20</b>

1 *General*<sup>1</sup>

2 Under the Families First Coronavirus Response Act (FFCRA), this policy will be in effect from April 1,  
3 2020 until December 31, 2020.

4 The Director of Schools/designee shall post notice of FFCRA requirements and create any necessary  
5 administrative procedures. Employees should seek clarification from Human Resources if they have  
6 questions regarding the total amount of leave and pay available to them.

7 **PAID SICK LEAVE**

8 Employees are entitled to up to two (2) weeks of paid sick leave if they are unable to work or telework  
9 because the employee:<sup>2</sup>

- 10 1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- 11
- 12 2. has been advised by a health care provider to self-quarantine related to COVID-19;
- 13
- 14 3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- 15
- 16 4. is caring for an individual subject to or advised to quarantine or isolate due to COVID-19. The  
17 individual must be someone with a personal relationship to the employee;
- 18
- 19 5. is caring for his/her son or daughter whose school or place of care is closed, or person who  
20 regularly provides child care is unavailable, for reasons related to COVID-19 and no other  
21 suitable person is available to care for the child during the requested period of leave. Son or  
22 daughter is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child  
23 of a person standing *in loco parentis*, who is under 18 years of age; or 18 years of age or older  
24 who is incapable of self-care because of a mental or physical disability; or
- 25
- 26 6. is experiencing any other substantially similar condition specified by the Secretary of Health  
27 and Human Services, in consultation with the Secretaries of Labor and Treasury.

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

32 **EXPANDED FMLA LEAVE**

- 1 Full-time or part-time employees who have been on the payroll for thirty (30) calendar days prior to the  
 2 beginning of the leave are eligible for expanded FMLA leave (EFMLEA). This includes employees who  
 3 were laid off or terminated after March 1, 2020, who had worked for the district for at least thirty (30)  
 4 of the prior sixty (60) calendar days and were subsequently rehired or otherwise employed by the  
 5 district.<sup>3</sup>
- 6 Under the FFCRA, an employee qualifies for EFMLEA leave if the employee is unable to work or  
 7 telework due to the need to care for his/her son or daughter because of a school or child care facility  
 8 closure or because the person who regularly provides child care (i.e. this could include a family member  
 9 or a neighbor) is unavailable for reasons related to COVID-19.<sup>4</sup> In these circumstances, a son or daughter  
 10 is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing  
 11 *in loco parentis*, who is under 18 years of age; or 18 years of age or older who is incapable of self-care  
 12 because of a mental or physical disability.
- 13 Qualifying employees may take twelve (12) weeks of EFMLEA leave.<sup>5</sup> The amount of leave available  
 14 may be impacted by any prior use of FMLA.<sup>6</sup>
- 15 The first ten (10) days of EFMLEA leave shall be unpaid, however, an employee may choose to take  
 16 any existing leave benefit during this time. After ten (10) days, EFMLEA leave is paid at two-thirds  
 17 (2/3) the rate of the employee's regular rate of pay or the amount capped per federal law.<sup>7</sup> Employees  
 18 may not simultaneously take both existing paid leave and FFCRA paid leave.

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 Legal References

1. Families First Coronavirus Response Act, Pub. L. No. 116-127, §§ 3102, 5101, et seq. (2020)
2. 29 CFR § 826.20(a); 29 CFR § 826.21; 29 CFR § 826.30(a)
3. 29 CFR § 826.30(b); Coronavirus Aid, Relief, and Economic Security Act (CARES Act), § 3605 (2020)
4. 29 CFR § 826.20(b)
5. 29 CFR § 826.23
6. 29 CFR § 826.23(b); 29 CFR § 826.70
7. 29 CFR § 826.24

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 Cross References

Sick Leave 5.302  
 Family and Medical Leave 5.305