

Jackson-Madison County School Board Meeting

March 11, 2021 5:30 PM

Madison Academic

Attendance Taken at 5:30 PM.

Andre Darnell:	Present
Ms. Doris Black:	Present
Sherry Franks:	Present
Scott Gatlin:	Present
Debbie Gaugh:	Present
Mr. James Johnson:	Present
Mr. A. J. Massey:	Present
Mrs. Janice Hampton:	Absent

1. CALL TO ORDER

a. A moment of Silence and Pledge of Allegiance

Discussion: James Johnson called the March Board meeting to order at 5:32 pm with an invocation led by Pastor Rickey Reed followed by the pledge of allegiance. Board secretary did role call and took attendance. All were present except School Board Member Janice Hampton.

2. APPROVALS

a. Approvals of Consent Agenda

i. JASA- School Name revision

ii. Minutes

b. Approvals of Agenda

Discussion: a. Approval of Consent Agenda passed with a motion made by Andre Darnell and seconded by Sherry Franks. Doris Black:Yea, Andre Darnell: Yea , Sherry Franks: Yea, Scott Gatlin: Yea, Debbie Gaugh: Yea, James Johnson: Yea, AJ Massey: Yea Yea: 7 No:0

b. A motion was made Sherry Franks to add the Resolution for BEP to the Approvals of Agenda and seconded by AJ Massey. The motion passed.

Doris Black:Yea, Andre Darnell: Yea , Sherry Franks: Yea, Scott Gatlin: Yea, Debbie Gaugh: Yea, James Johnson: Yea, AJ Massey: Yea Yea:7 No:0

3. PUBLIC COMMENTS

Discussion: There were no public comments.

4. APPEARANCE BEFORE THE BOARD

Discussion: There were no appearance before the board.

5. STUDENT/STAFF RECOGNITION

a. South Side Chorus

b. Employee of the Month

c. ACT 30+ Students

Discussion: 5. a. South Side Chorus was led by Pastor Rickey Reed and the choir. They gave us 3 selections - one in honor of black history month, Motown - My Girl, and a gospel song, and they were awesome.

b. Employees of the Month

Dr. King presented these employees of the month with a gift.

1. Beverly Anderson for the month of January
2. Curis Cheairs for the month of December.
3. Mary Meyers for the month of February.
- c. ACT 30+ students Isabella Arthurs, Jonathan Barber, Seth Blair, Megan Borgognoni, Nicholas Campbell, Keaton Claudio, Susana Cook, Jack Craig, Michael Crockett, Grace Dyer, Timmica Falls, Abby Frix, Avery Gibson, Avery Gibson, Zakary Henson, Lauren Laffoon, Lana Lam, Elliana McCauley, Sara Mitchell, Shrey Patel, Elena Ramirez, Emily Steen, William Steen, Clayton Sweo, Christian Wilcox, Sarah Wilson, and Jackey Yang. Each student was presented with a certificate and will receive a purple chord at graduation to represent 30+ on ACT.

6. ACTION ITEMS

a. Budget Amendments

b. Policies (5.100-5.306)

Discussion: a. Budget Amendments was approved and passed with a motion made by AJ Massey and seconded by Debbie Gaugh.

Doris Black: Yea, Andre Darnell: Yea , Sherry Franks: Yea, Scott Gatlin: Yea, Debbie Gaugh: Yea, James Johnson: Yea, AJ Massey: Yea Yea: 7 No: 0

b. Policies (5.100-5.306) were approved and passed with a motion made by Debbie Gaugh and seconded by Doris Black.

Doris Black: Yea, Andre Darnell: Yea , Sherry Franks: Yea, Scott Gatlin: Yea, Debbie Gaugh: Yea, James Johnson: Yea, AJ Massey: Yea Yea: 7 No: 0

7. ITEMS REMOVED FROM CONSENT AGENDA

Discussion: There were no items removed from consent agenda.

8. ITEMS ADDED TO THE AGENDA PER VOTE UNDER ITEM 2.2

Discussion: Resolution for BEP item was added.

9. SUPERINTENDENT'S REPORT

Discussion: Dr. King wished everyone a great Spring Break.

Doris Black reminded School Board members to get secretary the questions for the Legislative Meeting by March 17th.

James Johnson announced that we will send out time and date for the tour of JCM and Madison.

10. ADJOURNMENT

Discussion: AJ made a motion for the JMCSS March Board Meeting to adjourn and Sherry Franks seconded. Meeting was adjourned at 6:06 pm.

Chairperson

Superintendent

Jackson-Madison County School System
March 2021
Budget Amendments Requiring Board Approval
and County Commission Approval

Fund #141 General Purpose Schools

1. \$13,152 Insurance recovery- Replacement and repair for damaged CTE equipment at SSHS, (new money) stolen items from Maintenance vehicles at Central Office, vandalism at Malesus Elementary, and repair work to a damaged bus.
2. \$ 22,000 Contributions- This amendment adds a \$10,000 contribution from HES Facilities, LLC (new money) be used for student scholarships and a \$12,000 contribution from Amerigroup to be used for the purchase of Chromebook power chords.
3. \$57,900 CTE- This amendment reallocates unused ECH tuition expenditure funds and funds from the sale of CTE equipment to the vocational equipment line to be used for purchases for the Workforce Development Center.
4. \$ 8,463 Coordinated School Health Grant- This amendment aligns the general ledger to the Revision 2 budget approved by the state, to adjust for anticipated total year-end expenditures.
5. \$17,990 State PreK Grant- This amendment aligns the general ledger to the Revision 1 budget approved by the state, to adjust for anticipated total year-end expenditures.

Fund #177 Education Capital

6. \$4,100,000 This amendment appropriates fund balance to be used for the Madison and JCM projects. (new money)


**Madison County
Budget Amendment Request**

FUND: 141 General Purpose Schools

DEPARTMENT: Academics and Technology

<i>Account Number or Org/Object</i>	<i>Account Title</i>	<i>(R)/(E)</i>	<i>Current Budget</i>	<i>Amendment Request</i>	<i>(D)/(C)</i>	<i>Amended Budget</i>
141000 445700	Contributions & Gifts	R	\$ 10,000.00	\$ 22,000.00	D	\$ 32,000.00
G2310000 531600	Contributions	E	\$ 18,000.00	\$ 22,000.00	C	\$ 40,000.00
			<i>Total Debits</i>	\$ 22,000.00		
			<i>Total Credits</i>	\$ 22,000.00		

Justification/Description (MUST BE THOROUGH):
 This amendment adds a \$10,000 contribution from HES Facilities, LLC to be used for student scholarships and a \$12,000 contribution from Amerigroup to be used for the purchase of Chromebook power chords.

Requested By: 

Date: 2-23-21


Madison County
Budget Amendment Request

FUND: 141 General Purpose Schools

DEPARTMENT: CTE

<i>Account Number or Org/Object</i>	<i>Account Title</i>	<i>(R)/(E)</i>	<i>Current Budget</i>	<i>Amendment Request</i>	<i>(D)/(C)</i>	<i>Amended Budget</i>
141000 445300	Sale of Equipment	R	\$ -	\$ 7,900.00	D	\$ 7,900.00
G1100000 535600	Tuition	E	\$ 110,000.00	\$ 50,000.00	D	\$ 60,000.00
G1300000 573000	Vocational Instruction Equipment	E	\$ 50,000.00	\$ 57,900.00	C	\$ 107,900.00
			<i>Total Debits</i>	\$ 57,900.00		
			<i>Total Credits</i>	\$ 57,900.00		

Justification/Description (MUST BE THOROUGH):
 This amendment reallocates unused ECH tuition expenditure funds and funds from the sale of CTE equipment to the vocational instruction equipment line to be used for purchases for the Workforce Development Center.

Requested By: 

Date: 2-23-21

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Personnel Goals	Descriptor Code: 5.100	Issued Date:
		Rescinds: 5.100	Issued: 05/10/01

1 The Board's personnel goals are as follows:

- 2 1. To ensure that the Director of Schools recruits and employs the best qualified individuals to
3 staff the school district;
- 4 2. To provide compensation, benefits, and working environments sufficient to attract and retain
5 qualified employees;
- 6 3. To provide an in-service training program for all employees to improve their performance;
- 7 4. To conduct an evaluation program that will contribute to the continuous improvement of staff
8 performance; and
- 9 5. To ensure that personnel are assigned so that they are utilized as effectively as possible.

Cross References

School District Goals 1.700

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Classification and Qualifications	Descriptor Code: 5.102	Issued Date:
		Rescinds: 5.102	Issued: 05/10/01

1 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

2 To be considered for certificated, administrative, or supervisory positions, the applicant shall show the
3 following qualifications:

- 4 1. Professional teaching certification; and
- 5 2. Administrative or supervisory certification and experience in accordance with state law and the
6 rules and regulations of the State Board of Education in the appropriate area based on the
7 minimum of a master's degree.

8 Non-certified administrative and supervisory personnel shall possess sufficient training and experience
9 to perform the services required and such additional qualifications as the Board and the Director of
10 Schools shall determine.

11 PROFESSIONAL PERSONNEL

12 The professional staff members are the personnel whose employment status requires certification in
13 accordance with the rules and regulations of the State Board of Education.

14 SUPPORT PERSONNEL

15 The support staff members are personnel whose regular employment does not require certification in
16 accordance with rules and regulations of the State Board of Education.

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Job Descriptions	Descriptor Code: 5.103	Issued Date:
		Rescinds: 5.103	Issued: 05/10/01

1 The Board shall approve the broad purpose and function of each position in accordance with state law
2 and the rules and regulations of the State Board of Education, approve a statement of duties as
3 recommended by the Director of Schools, and require the Director of Schools/designee to draft a job
4 description for each position.

5 A copy of each job description shall be provided to the employee and the immediate supervisor and
6 included in the employee's personnel record. Copies of all job descriptions shall be maintained in the
7 Director of Schools' office and shall be used as guides in annual employee evaluations.

Cross References

Supervision 5.108
Evaluation 5.109
Assignment/Transfer 5.115
Qualifications and Duties of the Director of Schools 5.802

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: <h2 style="text-align: center;">Equal Opportunity Employment</h2>	Descriptor Code: 5.104	Issued Date:
		Rescinds: 5.104	Issued: 05/10/01

- 1 Opportunity for employment, as well as continuation and advancement in employment, shall be
- 2 afforded equally to members of all races, creeds, colors, sex, religions, ages, national origins, and
- 3 individuals with disabilities or veteran status with regard only for qualifications for the positions
- 4 involved.¹

Legal References

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

Cross References

- Section 504 and ADA Grievance Procedures 1.802
 Recruitment of Employees 5.105
 Discrimination/Harassment of Employees 5.500
 Complaints and Grievances 5.501

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Recruitment of Employees	Descriptor Code: 5.105	Issued Date:
		Rescinds: 5.105	Issued: 09/15/19

- 1 The authorization of all school district positions rests with the Board while personnel decisions shall be
- 2 within the discretion of the Director of Schools.¹
- 3 The Director of Schools is responsible for the development of a program for the recruitment of
- 4 licensed personnel.
- 5 Identification of personnel needs shall be the responsibility of the Director of Schools, supervisors, and
- 6 building principals.
- 7 Vacancies shall be advertised locally and through [the Jackson-Madison County School System website](#)
- 8 **[insert other options]**. A deadline for receiving applications shall be established and disseminated
- 9 with the vacancy notice.

Legal References

1. TCA 49-2-301(b)(1)(EE); TCA 49-2-203(a)(1)

Cross References

Equal Opportunity Employment 5.104
Assignment/Transfer 5.115
Staff Positions 5.116

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Orientation and Probation	Descriptor Code: 5.107	Issued Date:
		Rescinds: 5.107	Issued: 01/11/18

1 **ORIENTATION**

2 All new staff members, including administrative and supervisory personnel, to the school district shall
3 participate in an orientation program prior to the beginning of the academic school year.

4 **PROBATION OF SUPPORT PERSONNEL**

5 A probationary period is defined as the first ninety (90) days of employment for a new, non-licensed
6 employee or for a non-licensed employee who has been rehired following a break in service.

7 *Purpose*

8 The probationary period shall be used to allow the immediate supervisor to closely observe and evaluate
9 the employee and to encourage effective adjustment to the position.

10 *Evaluation*

11 Newly hired, non-licensed support personnel shall be evaluated once during the probationary period to
12 aid in improving the employee's performance.

13 *Conditions of Employment*

14 The following shall apply during the probationary period:

15 1. Probationary employees shall be allowed to accumulate sick leave and vacation days in
16 accordance with the appropriate board policies during the probationary period; and

17 2. Holidays for probationary employees shall follow the same procedures as for regular employees.

Cross References

Application and Employment 5.106
Evaluation 5.109

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: <h2 style="margin: 0;">Supervision</h2>	Descriptor Code: 5.108	Issued Date:
		Rescinds: 5.108	Issued: 12/13/18

- 1 Supervision of administrative and supervisory personnel shall be provided by the Director of Schools.
- 2 Apprentice teachers shall be assisted by supervising teachers in the development of competencies
- 3 required by the Board.¹
- 4 Support personnel shall be supervised by the person designated on the approved job description.
- 5 The immediate supervisor has the responsibility of assigning specific duties and for giving guidance to
- 6 the employee for the satisfactory performance of those duties.
- 7 All employees shall report being charged with any criminal offense to their immediate supervisor
- 8 within seventy-two (72) hours of the offense.² The supervisor shall report the offense to the Director of
- 9 Schools immediately, and the Director of Schools shall report the offense to the Board Chair as soon as
- 10 practical.

Legal References

1. TCA 49-6-3004(c)(2)
2. 34 CFR §§ 84.205-84.215

Cross References

Nepotism 1.108
 Alcohol & Drugs in the Workplace 1.804
 Job Descriptions 5.103
 Staff Positions 5.116

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: <h2 style="margin: 0;">Evaluation</h2>	Descriptor Code: 5.109	Issued Date: Click here to enter a date.
		Rescinds: 5.109	Issued: 11/10/11

1 The evaluation of performance and its effectiveness shall be a cooperative and shared endeavor on the
 2 part of the Director of Schools and administrative and supervisory personnel. The Board shall use a state-
 3 approved model for evaluating administrative and supervisory personnel. The Director of Schools is
 4 responsible for ensuring that all administrative and supervisory personnel are evaluated annually.

5 LICENSED TEACHING PERSONNEL

6 The Board adopts the **Tennessee Educator Acceleration Model (TEAM)** [insert evaluation model]. The
 7 Director of Schools shall draft procedures to ensure that the model is implemented throughout the school
 8 district. Additionally, the Director of Schools shall provide information to all licensed teaching personnel
 9 regarding the nature of the evaluation and the grievance procedures prescribed by the State Board of
 10 Education.¹

11 *Local Level Grievance Procedure*

12 The Director of Schools shall develop procedures, consistent with state law, for processing evaluation
 13 grievances.²

14 NON-LICENSED PERSONNEL

15 Newly hired, non-licensed personnel shall be evaluated once during the evaluation period (up to ninety
 16 (90) days) and at least one (1) additional time following successful completion of the evaluation period
 17 during the first year of employment. Personnel employed for more than one (1) year shall be evaluated
 18 at least once a year.

19 Evaluations shall be used as an aid in improving an employee's performance and as a basis for
 20 continuing employment. Evaluation reports shall be discussed with the evaluated employee. Each
 21 employee shall be given a copy of the evaluation and shall sign the supervisor's copy as evidence it has
 22 been discussed.

Legal References

1. TRR/MS 0520-02-01-.01; TRR/MS 0520-02-01-.02
2. TRR/MS 0520-02-01-.01(4); State Board of Education Policy 5.201

Cross References

- Evaluations of Instructional Programs 4.702
 Job Descriptions 5.103
 Orientation and Probation 5.107

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Compensation Guides & Contracts	Descriptor Code: 5.110	Issued Date:
		Rescinds: 5.110	Issued: 05/10/01

1 Certified personnel shall make a written contract at a fixed salary per month before entering upon their
2 duties.¹

3 The Director of Schools shall establish the salary rating of all personnel and shall recommend the
4 salary schedule to the Board for its approval.²

5 Contracts for certified personnel shall provide the following:³

6 1. A minimum of one hundred and eighty (180) working days;

7

8 2. A minimum of five (5) days for in-service education;

9

10 3. Ten (10) vacation days; and

11

12 4. Five (5) days as designated by the Board (teachers shall use one (1) day for parent-teacher
13 conferences).

14 The school calendar adopted by the Board each year shall become part of all certified personnel
15 contracts.

16 Salaries and supplements may be paid from revenue derived from sources other than taxes, provided
17 the revenue is deposited with and salaries paid through the Board. This includes donations or
18 contributions from individual, civic, or other non-school related sources of funds from individual
19 school activity funds, such as gate receipts and concessions.^{1,4}

Legal References

1. TCA 49-2-203(a)(1); TCA 49-5-408
2. TCA 49-5-402
3. TCA 49-6-3004
4. TCA 49-6-2006(a)

Cross References

- School Calendar 1.800
- Revenues 2.400
- Payroll 2.802
- Application and Employment 5.106

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Differentiated Pay Plan	Descriptor Code: * 5.1101	Issued Date:
		Rescinds:	Issued:

- 1 Annually, the Director of Schools shall recommend a differentiated pay plan to the Board for
- 2 approval.¹ The plan shall follow the guidelines established by the State Board of Education and will
- 3 reflect the needs of the district.

- 4 Once approved by the Board, the differentiated pay plan shall be submitted to the Tennessee
- 5 Department of Education for review and approval.

Legal References

1. TCA 49-3-306(h)

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Extended Contracts	Descriptor Code: 5.112	Issued Date: Click here to enter a date.
		Rescinds: 5.112	Issued: 06/11/15

- 1 Annually, the director of schools shall be responsible for conducting a needs assessment to determine
2 the focus of extended contract activities. The assessment shall be conducted by an extended contract
3 committee, which shall advise on or certify to the need for specific programs served through extended
4 contracts. The committee shall consist of teachers and administrators.
- 5 Extended contract opportunities shall be available to all educators.
- 6 The director of schools shall be responsible for devising a plan for Board approval consistent with the
7 needs assessment. The plan shall include as a minimum:
- 8 1. A description of each program and a discussion of the benefits of the program as required by
9 state law;
 - 10 2. Time frames within which the program(s) shall be operated;
 - 11 3. The number of students who will benefit from the program;
 - 12 4. A list of additional duties which may be assigned to educators;
 - 13 5. The number and special qualifications of employees desired for each program; and
 - 14 6. Local costs to be involved in the program.

Cross References

Extended School Day/Year Programs 1.8012
Summer School 4.204

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: In-Service and Professional Learning Opportunities	Descriptor Code: 5.113	Issued Date:
		Rescinds: 5.113	Issued: 02/13/20

1 **IN-SERVICE EDUCATION**

2 In-service education¹ is a program of planned activities designed to increase the competencies needed
3 by all personnel in the performance of their responsibilities. Competencies are defined as the knowledge,
4 skills, and attitudes which enable personnel to perform their tasks with maximum effectiveness to
5 increase student achievement.

6 *Administrative and Supervisory Employees*

7 Administrative and supervisory employees shall show evidence of continual professional growth by
8 attendance at in-service programs and institutes, studying professional literature, meeting with other
9 professionals for discussion, and otherwise keeping abreast of research in methodology, curriculum, and
10 student growth and development.

11 Each principal and administrator shall be required to attend the principal-administrator academy for
12 instruction at least once every five (5) years.²

13 *Professional Employees*

14 A system-wide in-service committee, composed of membership from a cross-section of other personnel,
15 shall assess system-wide needs, establish priorities, develop objectives, design activities, and evaluate
16 the in-service program.¹

17 In-service credit shall not be given while performing duties which are required as part of regular teaching
18 assignments.

19 *Support Personnel*

20 The immediate supervisors of support personnel shall be responsible for providing in-service trainings.
21 Absences to attend meetings relating to the employee's job description may be granted by the Director
22 of Schools without loss of pay to the employee.

23 **PROFESSIONAL LEARNING PROGRAM**

24 Professional learning programs and activities shall reflect the Standards for Professional Learning³ as
25 listed below and shall reflect the needs identified in school improvement plans.

26 The Director of Schools shall involve central office personnel and other employees as needed in
27 developing the system-wide professional learning program and shall recommend it to the Board for
28 approval.

1 *Standards for Professional Learning*

2 Professional learning that increases educator effectiveness and results for all students are based on the
3 following standards:

- 4 1. Occurs within learning communities committed to continuous improvement, collective
5 responsibility, and goal alignment;
6
7 2. Requires skillful leaders who develop capacity, advocate, and create support systems for
8 professional learning;
9
10 3. Prioritizes, monitors, and coordinates resources for educator learning;
11
12 4. Uses a variety of sources and types of student, educator, and system data to plan, assess, and
13 evaluate professional learning;
14
15 5. Integrates theories, research, and models of human learning to achieve its intended outcomes;
16
17 6. Applies research on change and sustains support for implementation of professional learning for
18 long term change; and
19
20 7. Aligns its outcomes with educator performance and student curriculum standards.

Legal References

1. State Board of Education Policy 5.200; TCA 49-1-214(b); TCA 49-6-3004(c)(1); TCA 49-5-1007
2. TCA 49-5-5703(a)
3. State Board of Education Policy 5.200

Cross References

School District Planning 1.701
School Calendar 1.800
Curriculum Development 4.200
Reporting Student Progress 4.601
Staff Time Schedules 5.602
Staff Meetings 5.603

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Personnel Records	Descriptor Code: 5.114	Issued Date:
		Rescinds: 5.114	Issued: 02/12/09

1 The Director of Schools/designee(s) shall be authorized to maintain personnel records and to permit
2 inspection of the same, except for matters deemed confidential by law. The following personnel
3 records shall be maintained for all employees as appropriate:

- 4 1. Employee applications and contracts;
- 5
- 6 2. Professional certificates and other documents required by state and federal laws and
7 regulations;¹
- 8
- 9 3. Evaluations;
- 10
- 11 4. Cumulative information files; and
- 12
- 13 5. INS Form I-9.²

14 The following guidelines shall be followed:

- 15 1. Information contained in personnel records shall be limited to job-related matters;
- 16
- 17 2. The Director of Schools shall be responsible for notifying all employees of the types of records
18 kept and uses made of such records;
- 19
- 20 3. Employees shall be granted an opportunity to respond in writing to material placed in records;
- 21
- 22 4. Employee records are public records, except for matters deemed confidential by law, and shall
23 be open for inspection during regular business hours;³
- 24
- 25 5. In accordance with federal law, the district shall release information regarding the professional
26 qualifications and degrees of teachers and the qualifications of paraprofessionals to
27 parent(s)/guardian(s) upon request for any teacher or paraprofessional who is employed by a
28 school receiving Title I funds and who provides instruction to their child at that school;⁴
- 29
- 30 6. Members of the public may not obtain the home telephone number, personal cell phone
31 number, bank account information, social security number, residential street address, driver
32 license information (except where driving or operating a vehicle is considered to be a part of
33 the employee's duties), or the results of individual teacher evaluations of an employee or of the
34 immediate family members or household members of an employee, unless release of this
35 information is expressly authorized by the employee;⁵
- 36

- 37 7. A record of the person inspecting and the date of inspection shall be recorded; and
38
39 8. Copies of records may be made under rules determined by the Director of Schools.⁶

Legal References

1. TCA 49-2-301(b)(1)(M)
2. Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359
3. TCA 10-7-503, 504
4. 20 USCA § 6311(g)(2)
5. TCA 10-7-504(f)(1)
6. TCA 10-7-506; TCA 49-2-301(b)(1)(CC)

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Teacher Effect Data	Descriptor Code: 5.1141	Issued Date:
		Rescinds: 5.1141	Issued: 10/11/07

1 The estimates of specific teacher effects on the educational progress of students shall not be a public
2 record and shall be made available only to the specific teacher, school board members, and the
3 teacher's appropriate administrators, as designated by the Board, for the fulfillment of lawful
4 functions.¹

5 The guidelines for distribution and security of the teacher effect data shall be kept on file in the central
6 office and shall be given to the teacher, the assigned administrator, and all school board members and
7 shall become an administrative procedure to be updated as needed by the Director of Schools.

Legal References

1. TCA 49-1-606(b); TCA 10-7-504(a)(23)

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Assignment / Transfer	Descriptor Code: 5.115	Issued Date:
		Rescinds: 5.115	Issued: 01/11/18

1 ASSIGNMENT

2 The Director of Schools shall assign personnel to the various schools or departments by June 15th
3 preceding the school year for which such persons are employed while allowing each principal or
4 immediate supervisor to assign more specific responsibilities within each school.¹

5 Assignment of employees shall be made by the Director of Schools based on the recommendation of the
6 principal. The assignment shall be determined by the applicant's training, experience, and ability to
7 perform the duties of the position and in the best interest of the schools.

8 Extra assignments for which supplements are provided and upon which initial employment was based
9 may not be relinquished in part by the employee without the approval of the person making the
10 assignment. Other assignments for which supplemental salary is provided shall be made on an annual
11 contract basis.

12 TRANSFER

13 Transfer is the process in which an employee moves from one school or administrative unit to another.
14 The Director of Schools shall transfer employees as necessary for the efficient operation of the schools.²
15 Transfers shall be non-discriminatory and shall not be arbitrary or capricious.

16 The Board shall be notified of transfers **at within a reasonable period of time on or before** its next regular
17 scheduled meeting.

18 REASSIGNMENT

19 Reassignment is the process in which an employee moves to another assignment within the same school
20 or administrative unit. Reassignments shall be non-discriminatory and shall not be arbitrary or
21 capricious. Employees shall be reassigned as necessary for the efficient operation of the schools.

22 Reassignments shall be made by the employee's immediate supervisor with approval by the Director of
23 Schools.

Legal References

1. TCA 49-2-301(b)(1)(L); TCA 49-5-401; TCA 49-2-303(b)(3)
2. TCA 49-2-301(b)(1)(EE); TCA 49-5-510

Cross References

- Nepotism 1.108
- Job Descriptions 5.103
- Recruitment of Employees 5.105

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Staff Positions	Descriptor Code: 5.116	Issued Date:
		Rescinds: 5.116	Issued: 06/11/15

1 CREATION OF POSITION

2 All staff positions shall be approved through the budget process in accordance with an organizational
3 plan submitted by the Director of Schools.¹ Before an additional position is established, the Director of
4 Schools shall present to the Board a job description, qualifications, performance responsibilities, and
5 the method by which the performance of these responsibilities will be evaluated.

6 The Director of Schools may revise the organizational plan as long as budgetary amounts are not
7 exceeded and board policy is not violated. In the event of reorganization, the Director of Schools shall
8 adhere to all applicable reduction in force guidelines and shall inform, in a timely manner, the Board of
9 the change and include the change in the Director's report at the next board meeting. If changes in
10 personnel create additional encumbrances on a future budget, prior approval of the Board is required.

11 REDUCTION IN FORCE

12 When it becomes necessary to reduce the number of positions in the district because of a decrease in
13 enrollment or for other good reasons, the Board shall abolish the positions. The Board or the Director
14 of Schools, as appropriate, shall dismiss such employees as may be necessary.²

15 *Licensed Personnel*

16 Reductions in staff shall be made in an attempt to have the least detrimental effect on students.
17 Reductions shall be made in accordance with the following:

- 18 1. Retains the most effective teachers;
- 19
- 20 2. Avoids undue increases in class size; and
- 21
- 22 3. Provides consideration for the exceptional teacher without exclusive emphasis on seniority.

23 The elimination of a position does not necessarily mean the person occupying the position will be
24 dismissed. When an employee is released, the Director of Schools shall make the decision based upon
25 a composite of the following criteria:

- 26 1. Effectiveness in teaching and in related professional responsibilities evidenced by teacher
27 evaluation;
- 28 2. Adaptability to other assignments (academic and extracurricular);
- 29 3. Evidence of professional growth as well as specialized or advanced training;

1 4. Previous history of grade levels and subject areas taught; and

2 5. Type, length, and quality of service made to the teaching profession and the school district.

3 When an employee is released because of reduction in staff, the teacher shall be given written notice of
4 the release explaining the circumstances or conditions making dismissal necessary.

5 *Non-Licensed Personnel*

6 When a non-licensed employee is released because of a reduction in the number of support positions,
7 the Director of Schools shall give the employee written notice of dismissal explaining the
8 circumstances or conditions making termination of employment necessary.³

9 **RECALL**

10 The Director of Schools shall maintain a preferred re-employment list for tenured teachers whose
11 positions are abolished. The fitness of any teacher for re-employment shall be determined on the basis
12 of the teacher's competence, compatibility, and suitability to properly discharge the duties required by
13 the position with consideration for the best interests of the students in the school where the vacancy
14 exists.³

15 It shall be the responsibility of the separated teacher to notify the Director of Schools in writing of
16 his/her availability and current address. A professional employee who is placed on the preferred re-
17 employment list and subsequently refuses the offer of a comparable position shall be removed from the
18 preferred list.⁴

19 Employees returning from a lay-off shall have all previously accrued sick leave and years of service re-
20 instated, but they shall not receive benefits for the period of the layoff.

Legal References

1. OP Tenn. Atty. Gen. 93-66 (November 29, 1993)
2. TCA 49-5-409(c); TCA 49-2-301(b)(1)(EE); TCA 49-5-511(b)(1).
3. TCA 49-5-511(b)(1)—(4)
4. TCA 49-5-511(b)(4)

Cross References

Recruitment of Employees 5.105
Supervision 5.108

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Board Notification of Assignment of School Administrators	Descriptor Code: 5.1161	Issued Date: Click here to enter a date.
		Rescinds: 5.1161	Issued: 09/08/11

- 1 The director of schools will provide written notice to the full board prior to any official public notification
- 2 of placement of any school administrative position, regarding the hire, transfer, change of title or
- 3 dismissal of a principal or assistant principal.

Jackson-Madison County Board of Education

Monitoring: Review: Annually in January	Descriptor Term: Teacher Tenure	Descriptor Code: 5.117	Issued Date: Click here to enter a date.
		Rescinds: 5.117	Issued: 01/11/18

1 *General*

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

4 **TENURE ELIGIBILITY²**

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

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

16 **ACQUISITION OF TENURE STATUS**

17 Once a teacher is eligible for tenure, he/she shall be either recommended by the director of schools for
18 tenure or nonrenewed. If tenure is denied by the board, the teacher shall be dismissed.³

19 The following additional guidelines shall apply:

- 20 1. The director of schools will recommend persons eligible for tenure at a board meeting in ample time
21 to provide notice of non-renewal to each teacher not recommended for tenure within five (5)
22 business days following the last instructional day for the school year.⁴
- 23 2. The decision to grant tenure is solely within the discretion of the board.⁵ Only those teachers who
24 receive a majority vote of the membership of the board will be granted tenure.⁶

1 3. A teacher who is eligible for tenure, but tenure is denied by the board, shall not be rehired beyond
2 the current contract year.⁷

3 **TEACHER RETURNING TO EMPLOYMENT**

4 A teacher who has acquired tenure status in the school system and later resigns shall serve a two-year
5 probationary period upon reemployment, unless the probationary period is waived by the board upon
6 request of the director of schools. Upon completion of the two-year period, the teacher shall either be
7 recommended by the director of schools for tenure or non-renewed. If tenure is denied by the board, the
8 teacher shall be dismissed.⁷

9 **TEACHER TRANSFERRING FROM ANOTHER SCHOOL SYSTEM⁸**

10 A tenured or nontenured teacher with five (5) or more years of prior service that transfers from another
11 school system to begin employment in the Jackson-Madison County School System shall serve the
12 regular probationary period. The board, upon the recommendation of the director of schools, may waive
13 the probationary period and grant tenure status or shorten the probationary period.

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

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

19 **TEACHER RETURNING TO PROBATIONARY STATUS⁹**

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

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

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

Legal References

1. TCA 49-5-501(11)(A)
2. TCA 49-5-503
3. TCA 49-5-504(b)
4. TCA 49-5-409
5. TCA 49-2-203(a)(1)

6. TCA 49-2-202(g)
7. TCA 49-5-504(d)
8. TCA 49-5-509
9. TCA 49-5-504(e), (f)

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date:
		Rescinds: 5.200	Issued: 09/05/19

1 SUSPENSION PENDING AN INVESTIGATION¹

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

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

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

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

20 DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS⁴

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

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

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

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

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

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

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

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

24 RESIGNATION

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

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

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

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

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

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

4 **RETIREMENT**

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

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

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

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

- 19 1. The Director of Schools of the employing district shall certify in writing that no other qualified
20 individuals are available to fill the position;
- 21 2. The Commissioner of Education shall certify that the employing school district serves an area
22 that lacks qualified teachers to serve in the position to be filled;
- 23 3. The retired teacher shall hold a valid license and shall not be entitled to tenure status;
- 24 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or
25 receive medical insurance coverage; and
- 26 5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the
27 Board for teachers with no experience filling similar positions or more than eighty-five percent
28 (85%) of the rate of compensation set by the Board for teachers with comparable training and
29 years of experience filling similar positions.

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b)
9. TCA 8-36-805
10. TCA 8-36-821

Cross References

Public Hearings 1.401
Recommendations and File Transfers 5.203

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Non- Tenured Teachers	Descriptor Code: 5.201	Issued Date:
		Rescinds: 5.201	Issued: 09/05/19

1 SUSPENSION PENDING AN INVESTIGATION¹

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

9 SUSPENSION OF THREE DAYS OR LESS²

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

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

20 DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²

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

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

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

- 28 1. Be represented by counsel;
- 29
- 30 2. Call and subpoena witnesses;
- 31

1 3. Examine all witnesses; and

2
3 4. Require that all testimony be given under oath.

4 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the
5 affected teacher within ten (10) working days following the close of the hearing. The teacher may appeal
6 the decision to the Board within ten (10) working days of the hearing officer rendering the written
7 decision to the teacher. Written notice of appeal to the Board shall be given to the Director of Schools.
8 Within twenty (20) working days of receipt of notice, the Director of Schools shall prepare a copy of the
9 proceedings, including all transcripts and evidence, documentary or otherwise, and provide the Board a
10 copy of the same.

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

13 The Board shall hear the appeal. No new evidence shall be introduced. The non-tenured teacher may
14 appear in person or be represented by counsel and argue why the decision should be modified or reversed.
15 **In no event should such argument last more than fifteen (15) minutes unless the Board votes to extend**
16 **additional time.** The Board shall take one of the following actions:

17 1. Sustain the decision;

18
19 2. Send the record back if additional evidence is necessary; or

20
21 3. Revise the penalty or reverse the decision.

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

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

28 **NONRENEWAL**

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

32 The principal is responsible for discussing deficiencies as part of the evaluation process with the non-
33 tenured teacher and providing assistance for overcoming these deficiencies.

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

37 1. The Board shall be notified at the next regular board meeting; and

- 1 2. Written notice of non-renewal shall be hand delivered or sent to the teacher by registered mail so
2 that it will be received by the teacher within five (5) business days following the last instructional
3 day for the school year.³

4 **RESIGNATION**

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

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

- 9 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
10 statement of a physician approved by the Board; or
11
12 2. The release by the Board of the teacher from the contract which the teacher has entered into with
13 the Board.

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

17 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
18 the State Board of Education and request the suspension of a teacher's license. After the State Board of
19 Education has provided the teacher an opportunity for defense during a hearing, the Commissioner of
20 Education may suspend the license for no less than thirty (30) days and no more than three hundred
21 sixty-five (365) days.⁷

22 **RETIREMENT**

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

25 Teachers eligible for retirement benefits may elect to retire at any age according to the provisions of the
26 retirement system. Central office personnel shall assist teachers in securing retirement benefits; however,
27 it shall be the responsibility of the retiring teacher to provide verification of eligibility in writing from
28 the Tennessee Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility
29 of the retiring teacher to file for benefits.

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

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

- 1 1. The Director of Schools of the employing district shall certify in writing that no other qualified
2 individuals are available to fill the position;
- 3
- 4 2. The Commissioner of Education shall certify that the employing school district serves an area
5 that lacks qualified teachers to serve in the position to be filled;
- 6
- 7 3. The retired teacher shall hold a valid license and shall not be entitled to tenure status;
- 8
- 9 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or
10 receive medical insurance coverage; and
- 11
- 12 5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the
13 Board for teachers with no experience filling similar positions or more than eighty-five percent
14 (85%) of the rate of compensation set by the Board for teachers with comparable training and
15 years of experience filling similar positions.

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

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(GG); TCA 49-5-512
3. TCA 49-5-409
4. TCA 49-5-508
5. TCA 49-5-411(a)
6. TCA 49-5-706
7. TCA 49-5-411(b)(4)
8. TCA 8-36-805
9. TCA 8-36-821

Cross References

Public Hearings 1.401
Recommendations and File Transfers 5.203

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Non- Certified Employees	Descriptor Code: 5.202	Issued Date:
		Rescinds: 5.202	Issued: 09/05/19

1 **SUSPENSION**

2 The Director of Schools/designee may suspend an employee at any time when deemed necessary.¹

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

6 **DISMISSAL**

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

9 **RESIGNATION**

10 Support personnel shall give the immediate supervisor written notice of resignation ten (10) working
11 days in advance of the effective date of voluntary termination. The ten (10) working days may be waived
12 by the Director of Schools for justifiable reason.

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

15 **RETIREMENT**

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

19 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
20 responsibility of the retiring employee to obtain verification of eligibility in writing from the Tennessee
21 Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility of the retiring
22 employee to file for eligible benefits. Employees who retire under TCRS may be employed up to one
23 hundred twenty (120) days per year without loss of retirement benefits.²

Legal References

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

Cross References

Recommendations and File Transfers 5.203

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Recommendations and File Transfers	Descriptor Code: 5.203	Issued Date: Click here to enter a date.
		Rescinds: 5.203	Issued: 02/13/20

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

5 These requirements shall not apply if:

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

19 Neither the district nor the Board shall enter into, or require a current or former employee to enter into,
20 a non-disclosure agreement during a settlement for any act of sexual misconduct¹ including, but not
21 limited to, sexual harassment or sexual assault.

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

Legal References

1. 20 USCA § 7926; TCA 49-2-131

Cross References

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

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Short Term Leaves of Absence	Descriptor Code: 5.300	Issued Date:
		Rescinds: 5.300	Issued: 06/20/19

- 1 Short term leaves of absence shall consist of the following: emergency, legal, sick, personal, and
- 2 professional leave.

Cross References

Emergency & Legal Leave 5.301
Sick Leave 5.302
Personal & Professional Leave 5.303
Vacations and Holidays 5.310

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Emergency and Legal Leave	Descriptor Code: 5.301	Issued Date:
		Rescinds: 5.301	Issued: 05/10/18

1 EMERGENCY LEAVE

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

6 Principals or administrative supervisors shall keep a tally of the amount of time individual employees
7 are released under this policy, and when the total time reaches one (1) day, the employee shall be charged
8 with one (1) day of applicable leave.

9 JURY DUTY

10 If an employee is summoned for jury duty, he/she shall present written evidence that he/she has been
11 summoned to serve on a jury. The employee shall be entitled to the usual compensation, less the amount
12 paid by the court.²

13 COURT APPEARANCES

14 If an employee appears in court as a plaintiff, defendant, witness,³ or voluntarily appears on behalf of
15 family or friends, personal leave or leave without pay shall be granted.

Legal References

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

Cross References

Short Term Leaves of Absence 5.300

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Issued Date: Click here to enter a date.
		Rescinds: 5.302	Issued: 01/10/19

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.¹

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

8 A certificate from the physician on forms furnished by the teacher may be required in support of any
9 claim for sick leave pay.

10 At the beginning of each school year, the system will establish an initial allotment of five (5) sick leave
11 days for each new employee to use during the first five months of employment. Any part of this initial
12 allotment which remains unused at the beginning of the sixth month of employment shall be absorbed
13 by the regular sick leave accrument.

14 A teacher in need of sick leave shall be allowed to use unearned sick leave up to the amount of days
15 which the teacher may accumulate during the remainder of the school year in which he/she is employed.

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

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

21 A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee
22 school system, provided that the director of schools of the system in which the accumulated leave was
23 held provides notarized verification.³

24 Sick leave for maternity purposes may be taken. A teacher may use up to thirty (30) days of accumulated
25 sick leave for the adoption of a child. If both adoptive parents are teachers only one parent may request
26 leave. Written verification from the adoption agency or other entity handling the adoption shall be
27 required before the leave is granted.¹

28 Sick leave may be taken in one-half (1/2) day increments.

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Personal and Professional Leave	Descriptor Code: 5.303	Issued Date:
		Rescinds: 5.303	Issued: 05/10/01

1 Professional employees shall earn personal and professional leave at the rate of one (1) day for each half-
2 year employed for a total of two (2) days per year. Any personal and professional leave remaining unused
3 at the end of a year shall be credited to sick leave.¹

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

7 PERSONAL LEAVE

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

- 9 1. Except in an emergency, each employee shall give the principal at least five (5) days' notice in
10 writing of intent to take leave;
- 11 2. The approval of the principal of the school shall be required:³
- 12 a. If more than ten percent (10%) of the teachers in any given school request its use on the
13 same day;
- 14 b. If requested during any prior established student examination period;
- 15 c. If requested on the day immediately preceding or following a holiday or vacation period;
- 16 d. If personal leave is requested for days scheduled for professional development or in-
17 service training, according to a school calendar adopted by the Board prior to the
18 commencement of the school year; or
- 19 e. If personal leave is requested for days scheduled for parent-teacher conferences,
20 according to a school calendar adopted by the Board prior to the commencement of the
21 school year.

22 PROFESSIONAL LEAVE

23 Professional leave is a short, temporary absence for the purpose of attending workshops and other
24 meetings relating to school business or serving on boards and commissions which meet during daytime
25 hours when appointed by a mayor, city council, county executive, or county commission.⁴

Legal References

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

Cross References

Short Term Leaves of Absence 5.300
Legislative Leave 5.309

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Long-Term Leaves of Absence for Professional Personnel	Descriptor Code: 5.304	Issued Date:
		Rescinds: 5.304	Issued: 09/05/19

1 All personnel holding a position that requires a teacher's license shall be granted leave for military
2 service, legislative service, maternity, adoption, recuperation of health, or visitation of a spouse, child,
3 or parent deployed for military duty out of the country who has been granted rest and recuperation leave.
4 Such personnel may be granted leave for educational improvements or other sufficient reasons as
5 determined by the Director of Schools. If granted, such leave shall not result in the forfeiture of
6 accumulated leave credits, tenure status, or other fringe benefits.¹

7 All leaves shall be requested in writing at least thirty (30) days in advance on forms provided by the
8 Director of Schools. The thirty (30) day notice may be waived or reduced by the Director of Schools
9 upon submission of documentation from a physician. The application for leave forms shall require:

- 10 1. A description of the type of leave requested;
- 11
- 12 2. The requested dates for beginning and ending the leave; and
- 13
- 14 3. A statement of intent to return to the position from which leave is granted.¹

15 Each request for leave shall be acted upon by the Director of Schools within fifteen (15) days. Each
16 applicant shall be notified in writing of the action of the Director of Schools and the beginning and
17 ending dates of the leave which is granted.²

18 All leaves, except military leave, shall be from a specific date to a specific date. However, any leave may
19 be extended by the Director of Schools upon written request from the teacher. Military leave shall be
20 granted for whatever period may be required. The procedure and condition for extending a leave are the
21 same as those used when originally requesting and granting the leave.

22 Leave to visit a spouse, child, or parent deployed for military duty out of the country who has been
23 granted rest and recuperation leave shall be granted for no longer than ten (10) days.³

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

28 Part-time leaves may be granted by the Director of Schools upon written request for the same conditions
29 as for full-time leave.

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

4 **PAY AND BENEFITS**

5 All leave granted in conformance with this policy shall be without pay except as may be covered by
6 sick leave in the case of maternity and recuperative leaves. Employees shall have the opportunity to
7 continue participation, at their own expense, in group insurance plans subject to restrictions of the
8 insuring carrier.

Legal References

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

Cross References

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

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date: Click here to enter a date.
		Rescinds: 5.305	Issued: 09/05/19

1 ELIGIBILITY

2 Anyone who has been employed for at least twelve (12) months by the school district and anyone who
3 has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for
4 service for purposes of FMLA eligibility¹) during the previous twelve (12) month period shall be eligible
5 to use FMLA leave.²

6 GENERAL PRINCIPLES

7 An eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave during a **fixed**
8 **calendar year** “rolling” 12-month period measured backward from the date an employee uses any FMLA
9 leave for the following reasons:

- 10 1. The birth of a child;
- 11
- 12 2. The placement of a child with the employee for adoption or foster care;
- 13
- 14 3. A serious health condition of the employee that makes the employee unable to perform the
15 essential functions of his/her job position;
- 16
- 17 4. The care of a spouse, child, or parent of the employee who has a serious health condition; and
- 18
- 19 5. Any qualifying circumstances arising out of the fact that a spouse, child, or parent of the
20 employee is on covered active duty or has been notified of an impending call or order to
21 covered active duty in the Armed Forces.

22 An employee may substitute accrued paid leave for unpaid time. Use of accrued paid leave shall run
23 concurrently with and be counted toward the employee’s total period of FMLA leave.

24 MATERNITY/PATERNITY LEAVE

- 25 1. *Relationship between FMLA leave and Tennessee Maternity Leave Act*- FMLA leave shall run
26 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible
27 employees leave for a period not to exceed four (4) months for the adoption, pregnancy,
28 childbirth, and nursing of a newborn child.³
- 29
- 30 2. *Teachers’ Leave*- In accordance with state law, any teacher who goes on maternity or paternity
31 leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for

1 maternity leave purposes. In order to be eligible to use sick leave, written request of the teacher
2 accompanied by a statement from the teacher's physician verifying pregnancy shall be submitted.
3 Upon verification by a written statement from an adoption agency or other entity handling an
4 adoption, a teacher may also be allowed to use accumulated leave for adoption of a child. If both
5 adoptive parents are teachers employed by the district, however, only one (1) parent is entitled
6 to use such leave.⁴

- 7
- 8 3. Spouses who are both eligible employees of the school district are limited to a combined total of
9 twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken
10 for the birth and care of a newborn child, for the placement of a child for adoption or foster care,
11 or to care for a parent who has a serious health condition. Under certain circumstances, spouses
12 who share leave for the birth or adoption of a child may be eligible for limited amounts of
13 additional leave for other qualifying FMLA reasons.⁵

14 **LEAVE FOR A SERIOUS HEALTH CONDITION⁶**

15 Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when he/she
16 is unable to work because of a serious health condition or to care for an immediate family member with
17 a serious health condition. Employees shall contact Human Resources to determine if the reason for
18 leave qualifies as FMLA leave. If the leave is foreseeable, the employee shall give thirty (30) days'
19 notice. If the leave is not foreseeable, the employee shall notify Human Resources as soon as practicable,
20 generally, either the same or next business day.

21 **LEAVE FOR MILITARY FAMILY MEMBERS**

- 22 1. *Qualifying Exigency Leave⁷* - Eligible employees are entitled to up to twelve (12) workweeks
23 of leave because of any qualifying exigency arising out of the fact that the spouse, son,
24 daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been
25 notified of an impending call to active duty, or has been notified of an impended call to active
26 duty status in the Armed Forces. Qualifying exigencies may include:
27
- 28 a. Issues arising from the service member's short notice deployment;
 - 29 b. Military events and related activities (e.g. official ceremonies, support programs);
 - 30 c. Making or updating financial and legal arrangements;
 - 31 d. Attending counseling;
 - 32 e. Taking up to fifteen (15) days leave to spend time with a covered service member who
33 is on short-term rest and recuperation leave during deployment; or
 - 34 f. Attending post-deployment activities.
- 35
- 36 2. *Military Caregiver Leave⁸* - An eligible employee who is the spouse, son, daughter, parent, or
37 next of kin of a covered service member or covered veteran with a serious injury or illness is
38 entitled to up to twenty-six (26) workweeks of leave in a single twelve (12) month period. A
39 covered service member is a current member of the Armed Forces, including a member of the
40 National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is
41 otherwise in out-patient status, or is otherwise on the temporary disability retired list for a serious
42 injury or illness.
- 43

1 A covered veteran is an individual who was a member of the Armed Forces at any time during
2 the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy
3 that has a serious injury or illness who is currently receiving medical treatment, recuperation, or
4 therapy.

5
6 The single twelve (12) month period for military caregiver leave begins on the first day the
7 employee takes leave for this reason and ends twelve (12) months later. An eligible employee is
8 limited to a combined total of twenty-six (26) workweeks of leave to provide care for a covered
9 service member. The maximum of twenty-six (26) workweeks may include no more than twelve
10 (12) workweeks of leave that is taken for the birth and care of a newborn child, for the placement
11 of a child for adoption or foster care, for care of a parent who has a serious health condition, or
12 for the employee's own serious health condition.

13 INTERMITTENT LEAVE⁹

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

23 RESTRICTIONS

24 1. Notice Requirements

- 25
26 a. *Employee Notice*¹⁰- For foreseeable leave, the employee shall provide the Director of
27 Schools with at least thirty (30) days written notice before the beginning of the anticipated
28 leave.
29
30 b. *District Notice* - Once it has been established that the leave requested qualifies for
31 FMLA, the Director of Schools/designee shall notify the employee within three (3)
32 business days (absent extenuating circumstances) that any leave taken pursuant to state
33 leave statutes (paid vacation leave, personal leave, sick leave, or workers'
34 compensation) shall run concurrently with FMLA leave.¹¹ The notice may be given
35 orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than
36 the following pay day. **Employees are required to use any available accrued paid leave
37 while on FMLA leave.**¹²
38

39 2. Certification Requirement¹³

- 40
41 a. The Director of Schools may require that a request for leave be supported by
42 certification issued by a health care provider with the following information:
43

- 1 i. The date on which the serious health condition commenced;
- 2 ii. The probable duration of the condition;
- 3 iii. The appropriate medical facts within the knowledge of the health care provider
- 4 regarding the condition; and
- 5 iv. A statement that the eligible employee is needed to care for the son, daughter,
- 6 spouse, or parent and an estimate of the amount of time that such employee is
- 7 needed.
- 8

- 9 b. If there is any reason to doubt the validity of the certification provided, the Director of
- 10 Schools may require, at the expense of the school district, an opinion of a second health
- 11 care provider.
- 12

13 3. Period Near the End of an Academic Term (Professional Employees)¹⁴

- 14
- 15 a. If leave is taken more than five (5) weeks prior to the end of the term, the Director of
- 16 Schools may require the employee to continue taking leave until the end of the term if
- 17 the leave is at least three (3) weeks of duration and the return of employment would
- 18 occur during the three (3) week period before the end of the term.
- 19
- 20 b. If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools
- 21 may require the employee to continue taking leave until the end of the term if the leave
- 22 is greater than two (2) weeks duration and the return to employment would occur during
- 23 the two (2) week period before the end of the term.

24 **REQUIREMENTS OF THE BOARD**¹⁵

- 25 1. The employee shall be restored to the same position of employment or an equivalent position
- 26 with no loss of benefits, pay, or other terms of employment.
- 27 2. The employee shall be kept under any group health plan for the duration of the leave.
- 28 3. The Board may recover the premium paid under the following conditions:
- 29 a. The employee fails to return from leave after the period of leave has expired; and
- 30 b. The employee fails to return to work for a reason other than the continuation,
- 31 recurrence, or onset of a serious health condition or other circumstances beyond the
- 32 control of the employee.
- 33
- 34

Legal References

1. *Hinson v. Tecumseh Products Co.*, 2000 U.S. App. LEXIS 26778, at *1—10 (6th Cir. Oct. 17, 2000)
2. 29 USCA § 2601, 2611—2619
3. TCA 49-5-702; TCA 4-21-408
4. TCA 49-5-710(a)(2); TCA 8-50-802(a)(4)
5. 29 CFR § 825.120(a)(3)
6. 29 CFR § 825.113
7. 29 CFR § 825.126
8. 29 CFR § 825.124; 29 CFR § 825.127
9. 29 CFR § 825.202
10. 29 CFR § 825.302-825.304
11. 29 CFR § 825.207
12. OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v. Morton International, Inc.*, 212 F. 3d 929, 932 (6th Cir. 2000)
13. 29 CFR § 825.305-825.313
14. 29 CFR § 825.602
15. 29 USCA § 2614

Cross References

Sick Leave 5.302
Long-Term Leaves of Absence 5.304

Jackson-Madison County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: <h2 style="margin: 0;">Military Leave</h2>	Descriptor Code: 5.306	Issued Date:
		Rescinds: 5.306	Issued: 04/09/09

1 Employees who are members of any reserve component of the Armed Forces of the United States shall
 2 be granted leave of absence for all periods of military service during which they are engaged in the
 3 performance of duty or training in the service of the state or the United States.¹ Reservists who
 4 anticipate military duty during the school year shall give written notice to the Director of Schools
 5 within thirty (30) days of the beginning of the school year of the dates of the anticipated duty. While
 6 performing such duty or training, the employee shall be paid his/her regular salary up to a maximum of
 7 twenty (20) working days in any one (1) calendar year, plus such additional days as may result from
 8 any call to active state duty.²

9 An employee called to active duty by the governor to enforce the laws of the state shall be paid his/her
 10 regular salary for such time as he/she is engaged in the performance of his/her duty, and any time spent
 11 in active state duty shall not count against the twenty (20) day period of leave allowed for military
 12 service.³

13 Request for leaves and extension of leaves shall conform to state law and board policy governing all
 14 leaves of absence. Failure to comply with applicable laws and policies shall constitute grounds for
 15 dismissal.

16 The employee shall supply a copy of the orders for duty, including the dates of departure and return, to
 17 the Director of Schools prior to, or simultaneous with, requesting leave.

Legal References

1. 38 USCA § 4301 *et seq.*; TCA 49-5-702(a)
2. TCA 8-33-109
3. TCA 58-1-106(d); TCA 58-1-109

Cross References

Long Term Leaves of Absence for Professional Personnel
5.304