



Williamson County Board Policy Committee

August 3, 2020 6:00 PM

Training Center, 1st Floor 1320 West Main Street

1. Call to Order

a. The Williamson County School Board is meeting electronically as it is necessary to protect public health, safety, and welfare in light of the coronavirus pursuant to Executive Order # 16 and # 51 signed by Governor Bill Lee and Waiver of Williamson County School Board Policy 1.400.

2. Agenda

3. Board Policies First Reading

a. 5305. FMLA

b. 6.409 Reporting Child Abuse

c. 5.203 Recommendations and File Transfers

d. 63041. Title IX

e. 4.7002 Middle School Examinations

f. 4.701 Maintaining Test Security

g. 4.7001 Semester and Final Examinations

Williamson 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:	Issued:

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
8 calendar year for the following reasons:

- 9 1. The birth of a child;
- 10 11 2. The placement of a child with the employee for adoption or foster care;
- 12 13 3. A serious health condition of the employee that makes the employee unable to perform the
14 essential functions of his/her job position;
- 15 16 4. The care of a spouse, child, or parent of the employee who has a serious health condition; and
17
- 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
covered active duty in the Armed Forces.

21 Granting of leave under this policy shall be subject to, and in accordance with, the provisions of
22 applicable federal and state laws. An employee may substitute accrued paid leave for unpaid time. Use
23 of accrued paid leave shall run concurrently with and be counted toward the employee's total period of
24 FMLA leave.

25 MATERNITY/PATERNITY LEAVE

- 26 1. *Relationship between FMLA leave and Tennessee Maternity Leave Act-* FMLA leave shall run
27 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible
28 employees leave for a period not to exceed four (4) months for the adoption, pregnancy,
29 childbirth, and nursing of a newborn child.³
30

- 1 2. *Teachers' Leave*- In accordance with state law, any teacher who goes on maternity or paternity
2 leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for
3 maternity leave purposes. In order to be eligible to use sick leave, written request by the teacher
4 accompanied by a statement from the teacher's physician verifying the medically necessary time
5 period shall be submitted. Upon verification by a written statement from an adoption agency or
6 other entity handling an adoption, a teacher may also be allowed to use accumulated leave for
7 adoption of a child. If both adoptive parents are teachers employed by the district, however, only
8 one (1) parent is entitled to use such leave.⁴
9
- 10 3. Spouses who are both eligible employees of the school district are limited to a combined total of
11 twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken
12 for the birth and care of a newborn child, for the placement of a child with the employee for
13 adoption or foster care, or to care for a parent who has a serious health condition. Under certain
14 circumstances, spouses who share leave for the birth or adoption of a child may be eligible for
15 limited amounts of additional leave for other qualifying FMLA reasons.⁵

16 **LEAVE FOR A SERIOUS HEALTH CONDITION⁶**

17 Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when he/she
18 is unable to work because of a serious health condition or to care for a spouse, child or parent with a
19 serious health condition. Granting of such leave shall be subject to the provisions of applicable federal
20 and state laws. Employees shall contact Human Resources to determine if the reason for leave qualifies
21 as FMLA leave. If the leave is foreseeable, the employee shall give thirty (30) days' notice. If the leave
22 is not foreseeable, the employee shall notify Human Resources as soon as practicable, generally, either
23 the same or next business day.

24 **LEAVE FOR MILITARY FAMILY MEMBERS**

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

1 otherwise in out-patient status, or is otherwise on the temporary disability retired list for a serious
2 injury or illness.

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

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

16 **INTERMITTENT LEAVE⁹**

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

26 **RESTRICTIONS**

27 1. Notice Requirements

- 28
29 a. *Employee Notice¹⁰*- For foreseeable leave, the employee shall provide the
30 Superintendent of Schools/designee with at least thirty (30) days written notice before
31 the beginning of the anticipated leave.
32
33 b. *District Notice*- Once it has been established that the leave requested qualifies for
34 FMLA, the Superintendent of Schools/designee shall notify the employee within five
35 (5) business days (absent extenuating circumstances) that any leave taken pursuant to
36 state leave statutes (paid vacation leave, personal leave, sick leave, or workers'
37 compensation) shall run concurrently with FMLA leave.¹¹ The notice may be given
38 orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than
39 the following pay day.¹²

1 2. Certification Requirement¹³

- 2
- 3 a. The Superintendent of Schools/designee may require that a request for leave be
- 4 supported by certification issued by a health care provider with the following
- 5 information:
- 6
- 7 i. The date on which the serious health condition commenced;
- 8 ii. The probable duration of the condition;
- 9 iii. The appropriate medical facts within the knowledge of the health care provider
- 10 regarding the condition; and
- 11 iv. A statement that the eligible employee is needed to care for the son, daughter,
- 12 spouse, or parent and an estimate of the amount of time that such employee is
- 13 needed.
- 14
- 15 b. If there is any reason to doubt the validity of the certification provided, the
- 16 Superintendent of Schools may require, at the expense of the school district, an opinion
- 17 of a second health care provider.
- 18

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

- 20
- 21 a. If leave is taken more than five (5) weeks prior to the end of the term, the
- 22 Superintendent of Schools may require the employee to continue taking leave until the
- 23 end of the term if the leave is at least three (3) weeks of duration and the return of
- 24 employment would occur during the three (3) week period before the end of the term.
- 25
- 26 b. If the leave is taken five (5) weeks prior to the end of the term, the Superintendent of
- 27 Schools may require the employee to continue taking leave until the end of the term if the
- 28 leave is greater than two (2) weeks duration and the return to employment would occur
- 29 during the two (2) week period before the end of the term.

30 **REQUIREMENTS OF THE BOARD**¹⁵

- 31 1. The employee shall be restored to the same position of employment or an equivalent position
- 32 with no loss of benefits, pay, or other terms of employment.
- 33 2. The employee shall be kept under any group health plan for the duration of the leave.
- 34 3. The Board may recover the premium paid under the following conditions:
- 35
- 36 a. The employee fails to return from leave after the period of leave has expired; and
- 37
- 38 b. The employee fails to return to work for a reason other than the continuation,
- 39 recurrence, or onset of a serious health condition or other circumstances beyond the
- 40 control of the employee.

Legal References

1. *Hinson v. Tecumseh Products Co.*, 2000 U.S. App. LEXIS 26778, at *1—10 (6th Cir. Oct. 17, 2000)
2. Federal Family and Medical Leave Act of 1993, 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); Public Acts of 2019, Chapter No. 248
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 - Teacher 5.302
Sick Leave – Classified 5.3022

Williamson County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Reporting Child Abuse	Descriptor Code: 6.409	Issued Date:
		Rescinds:	Issued: 10/23/17

1 *General*

2 The Superintendent of Schools shall:¹

- 3 1. Designate one employee as the Child Abuse Coordinator (the Coordinator) and an additional
4 employee to serve as the Alternate Child Abuse Coordinator (the Alternate) for each school;
5
6 2. Require that the Coordinator and the Alternate receive appropriate training;
7
8 3. Supply the Coordinator with all necessary resources;
9
10 4. Ensure that all school personnel annually complete the child abuse training program required
11 by state law.²

12 The Coordinator shall assist any employee with appropriately reporting and responding to instances of
13 child abuse or child sexual abuse.

14 **REPORTING**

15 All personnel shall be alert for any evidence of child abuse, sexual abuse, or neglect.³ If personnel
16 know or have reasonable cause to suspect child abuse, sexual abuse, or neglect, a report shall be filed
17 immediately with the Coordinator, the Department of Children's Services (DCS), and law
18 enforcement.⁴

19 The report shall include, to the extent known by the reporter:⁵

- 20 1. The name, address, telephone number, and age of the child;
21
22 2. The name, telephone number, and address of the parents or persons having custody of the child;
23
24 3. The nature and extent of the abuse or neglect; and
25
26 4. Any evidence to the cause or any other information that may relate to the cause or extent of the
27 abuse or neglect.

28 ~~The identity of the person reporting shall remain confidential except when the juvenile court~~
29 ~~determines otherwise.~~

30 ~~Notice that a report was filed, and any other information relevant to the wellbeing of the child, shall be~~
31 ~~verbally provided to the parent(s)/guardian(s) within twenty four (24) hours of filing. This notice shall~~

1 ~~be made in connection with DCS. Notice shall not be provided if there is reasonable cause to believe~~
 2 ~~that the parent/guardian may be the perpetrator or in any way responsible for abuse.~~

3 The Superintendent of Schools/designee shall develop reporting procedures, including sample
 4 indicators of abuse and neglect, and shall disseminate the procedures to all school personnel.

5 **CONFIDENTIALITY**

6 District employees shall keep all information regarding any child abuse confidential in accordance
 7 with state law.

8 **INVESTIGATIONS**

9 School administrators and employees have a duty to cooperate, provide assistance, and information in
 10 child abuse investigations⁶ including permitting DCS teams to conduct interviews while the child is at
 11 school. The principal may control the time, place, and circumstances of the interview but may not
 12 insist that a school employee be present even if the suspected abuser is a school employee or another
 13 student. The principal is not in violation of any laws by failing to inform parent(s)/guardian(s) that the
 14 child is to be interviewed even if the suspected abuser is not a member of the child's household.⁷

15 **TRAINING**

16 Employees of the school district will be provided with information of this board policy, as well as with
 17 procedures for reporting suspected student abuse or neglect. This information, in addition to staff
 18 development training, will be provided through materials and training offered during a faculty meeting
 19 at each school during the first four weeks of the school term.

20 ~~Information materials, including applicable portions of the law and definitions of abuse and neglect~~
 21 ~~will be distributed to all employees.~~

22 Staff development training will occur including types of child abuse and neglect, recognizing child
 23 abuse and neglect, and procedures for reporting child abuse and neglect.

Legal References

1. H.B. 2461, 111th Tenn. Gen. Assembly (2020)
2. TCA 37-1-408
3. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605(a)(4)
4. TCA 37-1-403(a)(2); H.B. 2461, 111th Tenn. Gen. Assembly (2020)
5. TCA 37-1-403(b)
6. TCA 37-1-611(b)
7. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

Cross References

Staff-Student Relations 5.610
 Interrogations and Searches 6.303
 Student Discrimination, Harassment, Bullying, Cyberbullying, and Intimidation 6.304
 Title IX & Sexual Harassment 6.3041

Williamson County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Recommendations and File Transfers	Descriptor Code: 5.203	Issued Date:
		Rescinds:	Issued:

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 misconduct.¹

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

Legal References

1. 20 USCA § 7926; TCA 49-2-131

Cross References

Hiring 5.106
Reporting Child Abuse and Neglect 6.409

Williamson County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Title IX and Sexual Harassment	Descriptor Code: 6.3041	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.¹ This policy shall cover employees, employees'
4 behaviors, students, and students' behaviors while on school property, at any school-sponsored activity,
5 on school-provided equipment or transportation, or at any official school bus stop in accordance with
6 federal law. This policy shall be disseminated annually to all school staff, students, and
7 parent(s)/guardian(s).² The Title IX Coordinator as well as any personnel chosen to facilitate the
8 grievance process shall not have a conflict of interest against any party of the complaint.³ These
9 individuals shall receive training as to how to promptly and equitably resolve student and employee
10 complaints.³

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

12 **TITLE IX COORDINATOR**⁵

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: Outreach and Engagement Coordinator

18 Address: 1320 West Main Street, Suite 202, Franklin, Tennessee 37064

19 Phone Number: 615-472-4000

20 Email: TitleIX.coordinator@wcs.edu

21 **DEFINITIONS**⁴

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

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

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

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

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

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

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

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

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

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

1 GRIEVANCE PROCESS

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

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

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

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

22 Complaints

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

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

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

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

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

3 **Investigations**¹⁶

4 The Employee Relations Coordinator 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;¹⁷
- 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,¹⁸ the Title IX
2 Coordinator shall keep the complainant and the respondent informed of the status of the investigation
3 process. At the close of the investigation, a written final report on the investigation will be delivered to
4 the parent(s)/guardian(s) of the complainant, parent(s)/guardian(s) of the respondent, and to the
5 Superintendent of Schools.

6 **Determination of Responsibility**¹⁹

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

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

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

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

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

22 **APPEALS**²²

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

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

- 29 1. Assign an impartial hearing officer within five (5) days of receipt of the appeal; and
- 30
- 31 2. Notify the parties in writing.

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

36

1 **RETALIATION**²³

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

Legal References

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

Cross References

Section 504 and ADA Grievance Procedures 1.802
 Discrimination/Harassment of Employees (Sexual, Racial,
 Ethnic, Religious) 5.500
 Student Discrimination, Harassment, Bullying, Cyber-
 bullying, and Intimidation 6.304
 Reporting Child Abuse and Neglect 6.409

Williamson County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Middle School Examinations	Descriptor Code: 4.7002	Issued Date: 06/17/19
		Rescinds:	Issued:

1 One of the roles of the middle schools program is to help prepare students for the expectations of high
2 school, as well as those mandated by the state of Tennessee. It is also the goal of the professional
3 educators at the middle schools to ascertain the comprehensive learning that takes place in grades 6-8.
4 To accomplish all of these objectives, appropriate written examinations shall be developed and given
5 to middle school students within the following guidelines:
6

- 7 1. For students enrolled in courses with state TCAP assessments, including high school End of
8 Course (EOC) exams, ~~or district developed Common Comprehensive Examinations~~, the TCAP
9 assessments ~~or CCEs~~ will serve as the final exam.
- 10 2. For 6th grade students, no comprehensive examinations will be given except for those students
11 enrolled in courses with state TCAP assessments.
- 12 3. For 7th grade students, mid-term and final examinations may be at the discretion of the
13 individual building-level team except for those students enrolled in courses with ~~either~~ state
14 TCAP assessments ~~or district developed Common Comprehensive Examinations (CCEs)~~.
- 15 4. For 8th grade students, mid-term and final examinations will be given in all core academic
16 areas and will be given to those students enrolled in courses that have ~~either~~ state TCAP
17 assessments ~~or district developed CCEs~~. In all other courses (band, chorus, art, family and
18 consumer science, computer, vocational – technology, general music), mid-term and/or final
19 examinations may be given at building level discretion.
- 20 5. Examinations may be in the form of written tests, student projects, portfolio, or other
21 assessment measures as established by the professional educators.
- 22 6. Grades will incorporate TCAP assessments results at the minimum weight allowed by
23 Tennessee law (for TCAP assessments in grades 3 through 8) or the Tennessee State Board of
24 Education (for high school TCAP assessments). All other mid-term and final exam results will
25 be incorporated into student grades at the same weight as TCAP assessments results.
- 26 7. Any student having not attempted a required semester or final exam for a high school course
27 will receive a score of “incomplete” until an attempt has been made. If the student does not
28 attempt the exam by the end of the following semester ~~(including the End of Course~~
29 ~~Examinations)~~, the exam grade will be calculated as a zero.
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Cross References

Staff Rights and Responsibilities 5.600

Student Publications 6.704

Williamson County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: <h2 style="text-align: center;">Maintaining Test Security</h2>	Descriptor Code: <h3 style="text-align: center;">4.701</h3>	Issued Date: <h3 style="text-align: center;">06/17/19</h3>
		Rescinds: <h3 style="text-align: center;">4.701</h3>	Issued: <h3 style="text-align: center;">06/03/14</h3>

1 The Superintendent of Schools or designee will appoint a testing specialist as the ~~System~~ [District](#)
 2 Testing Coordinator who shall be responsible for administering, monitoring and maintaining security
 3 of all tests to be administered within the school system.¹ The Principal of each school shall serve as or
 4 designate a Building ~~testing~~ [Testing](#) Coordinator who shall be responsible for the administering,
 5 monitoring and maintaining security of all tests given in his/her school.

6 The Superintendent of Schools shall establish a Testing Code of Ethics for test administration.
 7 Building Testing Coordinators, test administrators and proctors shall be required to sign a statement
 8 that the security measures, testing procedures, and Testing Code of Ethics were followed. Any breach
 9 of test security, ~~to include all WCS assessments, such as Common Comprehensive Assessments~~
 10 ~~(CCA's)~~, shall be reported to the [District Testing Coordinator](#) ~~Superintendent of Schools~~ for
 11 investigation.

12 The [System District](#) Testing Coordinator shall report within 24 hours a breach of TCAP security to the
 13 Superintendent of Schools and the State Department of Education ~~Office of Accountability and any~~
 14 ~~testing irregularity to the Assessment, Evaluation and Research Executive Director.~~

15 In any class, grade, and/or school where a security breach is suspected, central office staff may be
 16 present during subsequent administration of tests for a period of two years. Any person found to have
 17 not followed security guidelines and the Testing Code of Ethics ~~for administration of TCAP or any~~
 18 ~~Williamson County Schools assessment, such as CCA's~~, or otherwise ~~compromising~~ [compromised](#) the
 19 integrity of the test process shall be subject to disciplinary action which could result in dismissal.

Legal References

1. TRR/MS 0520-01-03-.03(7)(b); TCA 49-1-607

Williamson County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Semester and Final Examinations	Descriptor Code: 4.7001	Issued Date: 06/17/19
		Rescinds: 4.7001	Issued: 01/17/17

1 Appropriate written examinations shall be developed and administered to students. [Examinations may](#)
2 [be in the form of written tests, student projects, portfolio, or other assessment measures as established](#)
3 [by the professional educators.](#) Examination results shall be recorded by the professional staff.

4 The professional staff shall continuously endeavor to ensure that all examinations are consistent with
5 course goals and relevant in content and ensure that grades are consistent with content standards.

6 The Principal shall be responsible for storing copies of all student semester and final examinations for
7 at least six months after the examination is administered.

8 ~~All high school students will take state or district developed common comprehensive final exams in~~
9 ~~Language Arts, Math, Science, Social Studies and World Language core courses.~~[†] [All students in high](#)
10 [school courses will take comprehensive final exams.](#) State mandated End of Course Examinations will
11 serve as the final exam. ~~District developed Common Comprehensive Examinations will be~~
12 ~~implemented in courses in those core curriculum areas not covered by state exams.~~ Grades will
13 incorporate these exam results at the minimum weight allowed by the Tennessee State Board of
14 Education.¹

15 No exam may be administered **before** the scheduled exam day. An exam may be administered after
16 the scheduled exam day with the Principal's approval.

17 **The provision of this policy set forth below shall be effective July 1, 2019.**

18 Semester and final exams in a subject shall not be required for those high school seniors who have
19 maintained an A average in that subject, no unexcused absences, and have not been suspended during
20 the semester. Absences may be excused by the Principal pursuant to the standards of Board Policy
21 6.200, Attendance. Unless mandated by the State of Tennessee, seniors who meet the criteria for
22 exemption are not required to take the final exam. Teachers will report the number of exempt students
23 for each course to their Principal.

24

Legal References

1. TRR/MS 0520-01-03-.06(1)(b)

Cross References

- Field Trips 4.302
Attendance 6.200

