



Williamson County Board Policy Committee

August 2, 2021 6:00 PM

Williamson County Administrative Complex Training Center, 1st Floor

1. Agenda

2. Board Policies First Reading

- a. 3.211 New Project Planning
- b. 3.220 Access to Private Facilities (New)
- c. 4.101 Instructional Standards (New)
- d. 4.204 Summer Instructional Programs (New)
- e. 4.213 Family Life Education
- f. 4.301 Interscholastic Athletics
- g. 5.106 Application and Employment
- h. 5.802 Qualifications and Duties of the Superintendent of Schools
- i. 5.117 Teacher Tenure
- j. 5.200 Separation Practices for Tenured Teachers
- k. 5.201 Separation Practices for Non-Tenured Teachers
- l. 6.200 Attendance

3. Board Policies Second Reading

- a. 5.1082 Telework

Williamson County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: New Project Planning	Descriptor Code: 3.211	Issued Date: 11/18/19
		Rescinds: 3.211	Issued: 08/15/16

1 SITE SELECTION

2 The Board shall have sole discretion with choosing sites for construction.¹ When determining where to
3 begin new projects, the Board shall consider the current and future populations of the area, transportation
4 routes, and accessibility to utilities.

5 ~~CHILDREN WITH DISABILITIES~~²

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

10 *BUILDING ACCESSIBILITY*²

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

13 SCHOOL SIZES / STUDENT CAPACITIES

14 The Board establishes the following for schools and school sites:

	<u>Minimum Students</u>	<u>Maximum Students</u>
17 1. Elementary Schools	600	940
18 2. Middle Schools	600	1650
19 3. High Schools	1600	2200

20 Alternate grade configurations and school sizes may be recommended by the Superintendent and
21 approved by the Board. The primary guiding principle in school design must be the educational program
22 to be served.

23 The Superintendent and the staff are delegated the responsibility to approve building plans which best
24 reflect the above considerations.

25

26

1 EDUCATIONAL SPECIFICATIONS

2 To ensure that facilities being planned are designed to best implement the educational program, the
3 Superintendent of Schools shall provide for the establishment of educational specifications to apply
4 when planning and building school facilities.

5 These educational specifications shall be developed in a manner designed to provide involvement of
6 teachers, administrators, and other appropriate persons.

7 The educational specifications shall include the following information:

- 8 1. Facilities list outlining the grade structure of the facility, design capacity and list quantity and
9 size of all proposed education spaces;
- 10 2. The description of the curriculum and programs to be offered (science, math, computers,
11 technology, etc.);
- 12 3. Size and number of spaces required to support these populations engaged in those activities;
13
- 14 4. The relationships among areas of site and plant (band room and library, playing fields and
15 locker rooms, front office and general school control, etc.);
- 16 5. Special site considerations of aesthetics, (traffic patterns, cooperative community use, etc.); and
17
- 18 6. The descriptions, quantity and sizes of equipment to be included in the construction contract.
19
20
21
22
23

Legal References

1. TCA 49-2-203(a)(3); *Rutherford County Board of Education v. Rutherford County Commission*, 2000 Tenn. App. LEXIS 703
2. [28 CFR 36.201](#); [TRR/MS 0520-01-04-.01\(1\)](#)
~~TRR/MS 0520-01-04-.01(4)~~

Williamson County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Access to Private Facilities	Descriptor Code: 3.220	Issued Date:
		Rescinds:	Issued:

- 1 Students, employees, or teachers may request reasonable accommodations if they desire greater
- 2 privacy when using multi-occupancy restrooms or changing facilities located in the school building or
- 3 when using multi-occupancy sleeping quarters while attending a school-sponsored activity.¹
- 4 Such requests shall be submitted in writing to the principal, and any appeals regarding the principal's
- 5 decision shall be in accordance with state law.¹
- 6 The Superintendent of Schools shall develop an administrative procedure on access to private facilities.

Legal References

1. Public Acts of 2021, Chapter No. 452

Williamson County Board of Education

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

1 *General*

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

5 **STATE STANDARDS²**

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

7 1. Instructional materials, textbooks, or supplemental materials created to align exclusively with
8 Common Core; or

9
10 2. Instructional materials, textbooks, or supplemental materials that are marketed or otherwise
11 identified as Common Core textbooks or instructional materials.

12 **CURRICULUM AND INSTRUCTIONAL PROGRAMMING**

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

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

Legal References

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

Williamson County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Summer Instructional Programs	Descriptor Code: 4.204	Issued Date:
		Rescinds:	Issued:

1 *General*

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

- 3 1. Traditional summer school;
- 4
- 5 2. Learning loss bridge camps;
- 6
- 7 3. After-school learning mini camps (2021-2023); and
- 8
- 9 4. Summer learning camps (2021-2023).

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

14 **SUMMER PROGRAMMING²**

15 The Superintendent of Schools shall present a recommended summer programming plan to the Board
16 each year, no later than November, outlining the following:

- 17 1. Courses offered;
- 18
- 19 2. Transportation;
- 20
- 21 3. Class size ratios;
- 22
- 23 4. Budget, including staff compensation;
- 24
- 25 5. School nutrition needs;
- 26
- 27 6. Staffing;
- 28
- 29 7. Enrollment criteria; and
- 30
- 31 8. Any additional necessary information.

- 1 **ATTENDANCE REQUIREMENTS²**
- 2 Priority students, as defined by state law, shall not be required to attend summer programs.

Legal References

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

Williamson County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Family Life Education	Descriptor Code: 4.213	Issued Date:
		Rescinds:	Issued:

1 *General*

2 A family life education program shall be implemented within the school district in compliance with state
3 law.¹

4 A parent/guardian who chooses not to have a student participate in the family life education program
5 shall submit such request in writing to the principal. A student who is excused from the program shall
6 be assigned alternative health activities and shall not be penalized academically.

7 **FAMILY LIFE INSTRUCTION**

8 The curriculum for the family life education program shall, in a manner that is age-appropriate and
9 factually and medically accurate, include the following:²

- 10 1. Teach the skills needed to make healthy decisions in all aspects of marriage and family life;
- 11 12 2. Encourage sexual health by helping students understand how the whole person is affected by
13 sexual activity as well as other risk behaviors;
- 14 15 3. Provide information about human reproduction, including conception, birth, and prenatal care,
16 as well as the process of adoption and its benefits;
- 17 18 4. Provide information on the family unit and the responsibilities and consequences related to sexual
19 activity, including the challenges of single teen parenting;
- 20 21 5. Promote only sexual risk avoidance through abstinence and the positive results of avoiding sexual
22 activity;
- 23 24 6. Provide instruction on the detection, intervention, prevention, and treatment of child sexual
25 abuse, including such abuse that may occur in the home, and human trafficking in which a victim
26 is the child;
- 27 28 7. Provide instruction on the prevention of dating violence;
- 29 30 8. Encourage communication between parent(s)/guardian(s) and students; and
31

- 1 9. Address the legal aspects of sexual activity with emphasis on the rights of the student.
- 2 The family life education program shall be reviewed annually to ensure that the prohibited items of
- 3 instruction, as provided for in state law,³ are not included in the curriculum.

4 **TRAINING ON INSTRUCTION**

- 5 Personnel providing family life instruction shall receive training prior to presenting such instruction.
- 6 Personnel shall conduct such instruction with maturity and discretion.

Legal References

1. TCA 49-6-1302; Public Acts of 2021, Chapter No. 290
2. TCA 49-6-1304
3. TCA 49-6-1304(b)

Williamson County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Family Life Education	Descriptor Code: 4.213	Issued Date: 06/17/19
		Rescinds: 4.2094	Issued: 06/04/14

1 The Superintendent of Schools shall report the pregnancy rate for Williamson County females ages 15
 2 to 17 annually to the Board. In the event the pregnancy rate for Williamson County females ages 15-17
 3 ever exceeds the threshold established by T.C.A. 49-6-1301, the following plan shall be implemented by
 4 WCS to comply with state law. Until the following plan becomes necessary, WCS shall continue to teach
 5 those aspects of family life embedded in the State curriculum.

6 1. The State curriculum framework for Health Education includes the following:

7 Grades K-5 Personal Wellness; Mental and Emotional Wellness; Disease Prevention;
 8 Safety; Human Growth and Development

9 Grades 6-8 Personal Wellness; Mental, Emotional, and Social Health; Safety and
 10 Prevention; Human Growth and Development; Substance Use and Abuse

11 Lifetime Wellness Personal Wellness; Mental, Emotional, and Social Health; First Aid and
 12 Safety; Human Growth and Development; and Substance Use and Abuse

13 2. In compliance with state law concerning the teaching of Lifetime Wellness, specific attention
 14 will be given to the following:¹

- 15 a. Family relationships and responsibilities.
- 16 b. Dating, courtship, peer pressure, and sexual abstinence.
- 17 c. Responsible sexual behavior and relationships.
- 18 d. Marriage and the family.
- 19 e. Male and female reproductive systems, including female reproductive cycles.
- 20 f. Contraception (birth control).
- 21 g. Prevention of HIV/AIDS, STDs, Hepatitis, and communicable diseases.
- 22 h. Pregnancy, childbirth, and delivery.
- 23 i. Parenthood and family responsibilities.

24
 25 3. The Board expects each school and teacher in grades K-8 to incorporate into the regular health
 26 instruction program appropriate activities and materials to provide instruction that meets the
 27 stated goals at each grade level in the family life strand of the State curriculum framework for
 28 Health Education.

29
 30 4. The Superintendent of Schools, appropriate administrative staff, school Principals, and teachers
 31 shall give special attention to the following issues and expectations:

- 1 a. Abstinence from sexual relations outside of marriage shall be the primary goal for
2 emphasis and expectation in teaching about all topics involved in family life instruction.
- 3 b. Instruction will be provided regarding all medically recommended methods of
4 contraception and disease prevention.
- 5 c. Instruction in contraception and disease prevention will be limited to the following:
6 i. Family planning shall be the focus, instead of birth control or contraception.
7 ii. Information provided in the approved textbooks, workbooks, and related
8 supplementary materials approved by the Board.
9 iii. Information provided in person by licensed medical professionals (M.D.s, R.N.s,
10 and state/county Health Department staff) from the community.
11 iv. Information provided by videotapes approved by the Board or video
12 presentations available via public broadcast media.
13 v. Abortion shall not be presented as a form of contraception.
- 14
- 15 d. Instruction regarding condoms will be limited as follows: Condoms may be cited as a
16 means of providing some protection for a sexually active person; however, the fact must
17 also be cited that condoms present an unpredictable, uncontrollable risk factor.
18 Condoms may not be visually portrayed, displayed, simulated, demonstrated, or
19 distributed to students. Printed or visual materials regarding condoms may not be
20 presented to students unless the printed material is included in the approved curriculum
21 guide or separately approved by the Board of Education.⁴
22
- 23 e. Abortion will be addressed as follows:
24 i. Not ever to be presented as a form of contraception.
25 ii. To be presented as a matter of choice exercised by the pregnant individual
26 within the framework of state and federal laws and considered only in
27 consultation with a licensed medical professional (M.D., R.N.).
28
- 29 f. Parents of students in classes involving family life instruction will be informed in
30 writing in advance about the topics to be covered, the materials to be used, and their
31 right to request to be excused (“opt out”) from these classes.
32
- 33 g. Any parent or guardian requesting the alternative or "opt-out" provision as noted above
34 will do so by filing a written request with the teacher and Principal. When a parent
35 requests for a student to “opt out” from a lesson or lessons, the student will be assigned
36 alternative reading and written health assignments to complete. Copies of the
37 assignment(s) will be provided to the student, parent, and Principal. The student will not
38 receive any penalty or negative effect on the class or course grade because of opting-
39 out, if the assigned alternative lessons are performed or completed in a timely and
40 satisfactory manner.

1. TCA 49-1-205; TCA 49-6-1302
2. TCA 49-6-1304, Public Acts of 2018, Chapter No. 609
3. TCA 49-6-1303
4. TCA 49-6-1304

Williamson County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Interscholastic Athletics	Descriptor Code: 4.301	Issued Date: 06/17/19
		Rescinds: 4.301	Issued: 09/21/17

GENERAL PROVISIONS

All WCS school sponsored sports programs must be sanctioned by the Tennessee Secondary Schools Athletic Association (TSSAA), the Tennessee Middle Schools Athletic Association (TMSAA), or the Williamson Middle Athletic Association (WMAA).¹ In addition to the items listed below, all other district policies and procedures relating to school operations remain in effect for activities relating to school sponsored athletic events.

No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person, or otherwise be discriminated against in any athletic program of the school. Equal athletic opportunities shall be provided for members of both sexes.¹ Student athletes shall only be allowed to participate in athletic activities or events that align with the student's sex indicated on his/her original birth certificate.² The Superintendent of Schools/designee shall require the parent/guardian to provide the student's original birth certificate prior to participation in any interscholastic athletics. If the original birth certificate is not available or does not indicate the student's sex at the time of birth, the parent/guardian shall provide medical documentation showing evidence of the student's sex at birth.

All WCS school sponsored sports programs must be sanctioned by the Tennessee Secondary Schools Athletic Association (TSSAA) or the Tennessee Middle Schools Athletic Association (TMSAA).³ The Superintendent of Schools shall develop a code of conduct for all coaches to follow in order to ensure the health and safety of athletes.⁴

PROHIBITION AGAINST HAZING

Coaches, employees, and volunteers of the school district shall not encourage, permit, condone, or tolerate hazing activities.⁵

PHYSICAL EXAMINATIONS

Prior to the participation of interscholastic athletics, every student shall complete an annual physical examination.⁶

SCHEDULING CONFLICTS

No principal or teacher shall dismiss his/her school or any group of students for the purpose of attending the practice of any interscholastic sport during the school day without the written permission from the Board.⁷ This does not prevent regular physical training lessons in the daily school program.

1
2 *Students shall not be required to attend a school athletic event, or event related to participation on a*
3 *school athletic team, if the event is on an official school holiday, observed day of worship, or*
4 *religious holiday. The student's parent/guardian shall notify the coach in writing three (3) full*
5 *school days prior to the event.*⁸

6 ***SEVERE WEATHER***⁴

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

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

14 *In addition to the provisions listed above, all other district policies and procedures relating to school*
15 *operations remain in effect for activities relating to school-sponsored athletic events.*

- 16
17 I. The Principal shall be responsible for the administration and control of the interscholastic athletic
18 program within his/her school.
- 19
20 a. The Principal or his designee is required to accompany an athletic team on its trips, and all trip
21 requests shall be made according to the procedures established by the Williamson County
22 Schools administration.
- 23
24 b. Coaches shall follow the chain of command procedures for Williamson County Schools for any
25 request related to athletics. Coaches must obtain a purchase order prior to committing the
26 district or any school to purchasing any products or service.
- 27
28 c. School athletics are to be coached by personnel employed by Williamson County Schools.
29 Such coaches are to be compensated only from Board funds, according to the current salary
30 schedule. Coaches shall not receive pay other than from Williamson County Schools for any
31 athletic-related services provided to any student who is or may be participating in that coach's
32 sport except that coaches may participate in school authorized clinics, camps, etc.
- 33
34 d. Any student, except as outlined below, shall be eligible to try out for any athletic team.
35 Academic and citizenship requirements for being a member of an athletic team shall be
36 carefully considered and developed to promote the welfare of the individual student. Only
37 students in grade 6-12 shall engage in interscholastic activities.
- 38
39 e. Students who move out of their school transportation zone but continue attendance in the
40 original school per board policy may continue to participate in athletics. The Board specifically
41 forbids recruiting of students in any fashion.
- 42

- 1 f. Students must have a current athletic physical on file, based on TSSAA standards, before being
2 allowed to participate in any extracurricular activity involving athletics in the Williamson
3 County School System.² These activities include but are not limited to weight training outside
4 of the instructional day, conditioning, open facilities, tryouts, practices, and athletic contests.
5 Cost of the examination shall be borne by the parent or guardian of the student.
6
- 7 g. Schools may not schedule and students may not participate in any athletic team practice during
8 the school day.³ No student or faculty may be dismissed during the school day from school
9 premises or the regular activities of the student's or school's schedule in order to play an
10 athletic contest or interscholastic game without the written approval of the Superintendent of
11 Schools which will be reported to the Board. This restriction would NOT apply to
12 tournaments/play-off games scheduled by the TSSAA.
13
- 14 h. It shall be the responsibility of the parent(s) or guardian to provide health and hospitalization
15 insurance for all students participating in interscholastic athletics.⁴
16
- 17 i. No person shall, on the basis of sex, be excluded from participation in, be denied the benefits
18 of, be treated differently from another person, or otherwise be discriminated against in any
19 athletic program of the school. Equal athletic opportunity shall be provided for members of
20 both sexes.⁵
21
- 22 j. Coaches and other employees of the school district shall not encourage, permit, condone or
23 tolerate hazing activities as part of the athletic program.⁶
24
- 25 k. All fundraising requests related to school-sponsored athletic programs must adhere to WCS
26 Board policies governing fundraisers.
27
- 28 l. Schools may charge WCS Board authorized fees to students who choose to participate in
29 school-sponsored athletic activities.
30
- 31 II. Any sport not sanctioned by the TSSAA *or* TMSAA ~~or~~ WMAA sports is not school-sponsored and
32 is often referred to as a "club sport." Because they are not WCS programs, no school funds may be
33 used to support these individual or team sports programs.
34
- 35 a. Schools cannot provide a pay supplement to any individual who is acting as a coach for any
36 club sport.
37
- 38 b. While WCS employees may choose to serve as coaches for the separate legal entities managing
39 these club sports, at no time should the club sport responsibilities be performed during the
40 employee's regularly scheduled work day nor should release time ever be granted for the
41 employee to perform these duties or attend any club sport event.
42
- 43 c. If there is a student-led club associated with a club sport, it shall be established pursuant to
44 Board Policy 4.802, Student Equal Access.
45

- 1 d. Any organizer/coach of a high school club sport activity who wishes for participants to be
2 eligible to receive a waiver of the .5 elective P.E. credit must submit the appropriate form to the
3 school's athletic director for approval from the district office. Individual participants will have
4 the P.E. credit waived only after the activity has received the approval by district office staff
5 AND the individual students have submitted the appropriate form to his/her school counselor.
6
- 7 e. Schools may not charge any fees for participation in club sport activities.
8
- 9 f. All fundraising requests must adhere to WCS Board policies governing fundraisers.
10
- 11 g. Schools may not authorize student field trips for participation in club sport activities.
12
- 13 h. Schools may provide meeting/practice space for club sport activities in accordance with board
14 policy.
15
- 16 i. Club sports affiliated with Non-Profits may be included in school and district communication.
17
- 18 j. Students participating in club sport activities are subject to all school attendance rules and
19 procedures applicable to any other students.

20 **High School Interscholastic Activities**

21 The By-Laws of Tennessee Secondary School Athletic Association shall be adopted as a part of the
22 regulation for the operation and control of athletics in the high schools of Williamson County.

23 To be eligible to participate in the interscholastic athletic activities during any semester, the high
24 school student shall at least meet current TSSAA standards.

- 25 a. Any student classified as a second semester junior or as a senior who moves out of the county
26 may complete his/her senior year, with payment of tuition, and continue to participate in
27 athletics within the guidelines of the athletic governing body.
28
- 29 b. If a high school student is forced to withdraw from school or is prevented from enrolling in
30 school due to illness or accident to the student, the Principal shall review the full details
31 submitted by the student or his/her parent(s) concerning the student's illness or accident and
32 make a ruling with regard to the student's eligibility provided the student was eligible at the
33 time the illness or accident forced the student to withdraw or prevented the student from
34 enrolling in school. (In the case of TSSAA athletics, the Principal may submit to the Executive
35 Director of the TSSAA the full details and request a ruling with regard to the student's
36 eligibility. If ruled eligible, such a student shall be credited with a semester of attendance for
37 interscholastic athletic purposes for the semester of nonattendance or withdrawal.)

38 **Middle School Interscholastic Athletics**

39 ~~The By-Laws of the Williamson Middle Athletic Association shall be adopted as part of the regulation~~
40 ~~for the operation and control of athletics in the middle schools of Williamson County with the~~

1 ~~exception of those middle schools that have elected to participate as members of the Tennessee Middle~~
2 ~~Schools Athletic Association. Those schools shall be governed by the By-Laws of TMSAA.~~

3 *The By-Laws of Tennessee Middle School Athletic Association shall be adopted as a part of the*
4 *regulation for the operation and control of athletics in the middle schools of Williamson County.*

5 ~~Eligibility for Middle School Athletics for those middle schools governed by WMSA will be~~
6 ~~determined as follows:~~

7 *To be eligible to participate in the interscholastic athletic activities during any semester,*
8 *the middle school student shall at least meet current TMSAA standards.*

- 9 ~~i. The middle school student shall have passed (70 or above) four (4) academic~~
10 ~~subjects: communication arts (reading, language, spelling), math, science and~~
11 ~~social studies in the previous nine-week grading period in order to be eligible to~~
12 ~~try-out for a middle school athletic team. The previous nine-week grading period~~
13 ~~is the last nine-week period school was in session.~~
- 14
- 15 ~~ii. The following procedures should be used to determine eligibility to continue~~
16 ~~participation in a sport during sport season:~~
- 17
- 18 ~~1. Coaches will provide subject area teachers with names of student~~
19 ~~participants when teams are formed.~~
- 20
- 21 ~~2. Teachers will certify those students with a passing grade (70 or above) at~~
22 ~~the end of each established grading period.~~
- 23
- 24 ~~3. Students whose grades in any of the four (4) academic subjects listed~~
25 ~~above fall below 70 for the nine-week period will be placed on~~
26 ~~probation. Students on probation may practice, but not dress-out or play.~~
27 ~~As soon as the grade has improved to an average of 70 or above, the~~
28 ~~student will be allowed to participate on the team, except that a student~~
29 ~~shall not dress out or play for at least one (1) week after being placed on~~
30 ~~probation.~~
- 31
- 32 ~~4. For any student whose grade does not improve to an average of 70 or~~
33 ~~above in each of the four (4) academic subjects by the mid-term progress~~
34 ~~report, that student will be suspended from participation until the next~~
35 ~~nine-week grading period.~~
- 36
- 37 ~~5. Principals are responsible for enforcing “probation and ineligibility~~
38 ~~status”.~~

39 Eligibility for Middle School Athletics for those middle schools who are member of TMSAA will be
40 determined as follows:

41

- 1 a. The middle school student shall have been academically promoted to the next higher grade.
2 Any student repeating a grade is ineligible to participate. A student who is ineligible at the
3 beginning of the school year may gain eligibility the second semester by passing five (5)
4 subjects, or the equivalent, the preceding semester, provided the student is not repeating the
5 same grade.
6
- 7 b. If a middle school student is forced to withdraw from school or prevented from enrolling in
8 school, due to the student's illness, his/her accident, or his/her disability, the principal may
9 request a ruling in regard to the student's eligibility, provided the student was eligible at the
10 time the illness or accident forced the student to withdraw or prevented the student from
11 enrolling in school. If ruled eligible, such a student shall be charged with a semester of
12 attendance for athletic purposes for the semester of non-attendance or withdrawal.

Legal References

1. *34 CFR Section 106.41; 20 USCA Section 1681 et seq.*
2. *Public Acts of 2021, Chapter No. 40*
3. TRR/MS 0520-01-02-.08(1)
4. *Public Acts of 2021, Chapter No. 272*
5. *TCA 49-2-120*
6. *20 USCA Section 123h(c); TRR/MS 0520-01-13-.01(1)(a)*
7. *TCA 49-6-1002(a)*
8. *TCA 49-6-1002 (c)*

Cross References

Special Use of School Vehicles 3.402
Student Insurance Program 3.601
Extracurricular Activities 4.300
Attendance 6.200

Williamson County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Application and Employment	Descriptor Code: 5.106	Issued Date:
		Rescinds:	Issued:

1 APPLICATION

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

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

12 The Board may reimburse the applicant any costs incurred to perform these background checks and
13 fingerprinting if a position is offered and accepted.⁴

14 *Professional Employees*

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

20 No person shall be employed:

- 21 1. Who does not hold a valid license to teach or a temporary permit to teach from the State Board
22 of Education;⁶
- 23 2. Who has been identified by the Department of Children's Services as a perpetrator of child
24 abuse, severe child abuse, child sexual abuse, or child neglect or who poses an immediate threat
25 to the health, safety, or welfare of children;⁷
- 26 3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department
27 of Health;⁷
- 28 4. Who does not present a physician's certificate showing a satisfactory health record or has any
29 contagious or communicable disease in such form that might endanger the health of school
30 children;⁸
- 31 5. Who refuses to take and subscribe to an oath to support the Constitution of the State of
32 Tennessee and of the United States of America;⁹

- 1 6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
- 2 employment for cause; or
- 3 7. Who does not receive a satisfactory background check.¹⁰

4 *Support Employees*

5 No person shall be employed:

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

17 **EMPLOYMENT**

18 After checking references and receiving written recommendations, the Superintendent of Schools shall

19 hire and assign qualified applicants.

20 *Initial Employment for Professional Employees*

21 The Superintendent of Schools shall notify such person, in writing, of the offer and conditions of

22 employment. Upon receipt of employment notification, such person shall respond within the timeline

23 established by state law.¹² From the date of the written acceptance, such person is considered to be

24 under employment with the district and is subject to all rights, privileges, and duties.

Legal References

1. TCA 49-5-406
2. State Board of Education Policy 5.501
3. TCA 49-5-406(a)(2)(A)
4. TCA 49-5-413(c)
5. TCA 49-2-131
6. TCA 49-5-403; TCA 49-5-101; Public Acts of 2021, Chapter No. 211
7. TCA 49-5-413(e)
8. TCA 49-5-404
9. TCA 49-5-405
10. TCA 49-5-413(a), (f)
11. Immigration Reform and Control Act of 1986; Pub. L. No. 99-603, 100 Stat. 3359, 8 USCA § 1101 *et seq.*
12. TCA 49-5-406(b)

Cross References

Orientation and Probation 5.107
Compensation Guides & Contracts 5.110
Recommendations and File Transfers 5.203
Qualifications and Duties of the Superintendent of Schools 5.802

Williamson County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Hiring	Descriptor Code: 5.106	Issued Date: 03/19/18
		Rescinds: 5.106	Issued: 06/05/14

- 1 The Williamson County Board of Education holds the Superintendent of Schools responsible for the
2 initial employment of all employees in the Williamson County School System. TCA 49-2-301(f) (10).
3 The Principal's recommendation shall be submitted to the Superintendent of Schools. TCA 49-2-303(b)
4 (3). Specifically, it is the policy of this board to require all persons applying for positions that require
5 proximity to school children to state on their application whether or not they have been convicted of a
6 misdemeanor or a felony in the state of Tennessee or any other state. It is also required that those
7 applying for any teaching positions shall state on their application whether or not he or she has been
8 dismissed for any of the causes enumerated for dismissal in TCA 49-2-203 and/or 49-5-511.
- 9 Any person seeking employment with the Williamson County Board of Education is required to make
10 a full disclosure of any prior criminal record, misdemeanor or felony, and any prior dismissals from
11 employment for cause. Any applicant who knowingly falsifies information regarding a prior conviction
12 of a misdemeanor or felony or dismissal for cause from prior employment shall forfeit his/her office.
13 An applicant who claims a prior conviction to have been expunged may, at the discretion of the
14 Superintendent of Schools, be given 30 days to show proof of expungement. If proof of claimed
15 expungement is not provided within 30 days, the applicant shall forfeit his or her office. No person
16 shall be employed who has any contagious or communicable disease in such form that might endanger
17 the health of children, subject to the provisions of the Americans with Disabilities Act and any other
18 applicable law.
- 19 After checking references and receiving written recommendations from Principals and/or supervisors,
20 the Superintendent of Schools shall hire and assign qualified certificated applicants. The contract of
21 each support employee shall contain a statement regarding the required 90-day probationary period.
- 22 The Superintendent of Schools may disapprove any recommendation by a Principal or other
23 supervisor, but the Superintendent of Schools will not initially employ any personnel without the
24 recommendation of the Principal to whose school the person is to be assigned.
- 25 In order for an applicant to schedule an interview, an official signed application shall be submitted. It
26 shall be the sole responsibility of the applicant to see that transcripts and reference information, when
27 necessary, have been received by the Superintendent of Schools' office.
- 28 Opportunity for employment, as well as continuation and advancement in employment, shall be
29 afforded equally to members of all races, colors, sexes, religions, ages, national origins, and
30 individuals with disabilities or veteran status with regard for qualifications for the position involved.
- 31 The process of selection shall be free from pressures considered detrimental to the best conduct of the
32 school program, based on the following principles:

- 1 1. Ability to fulfill the responsibilities of the position efficiently as judged by all pertinent
2 standards is the sole basis of selection.
3
- 4 2. The use of political, social, or other pressures automatically disqualifies the applicant for the
5 position from any further consideration.

6 Applicants for positions in the school system who reside within the county will be given priority for
7 employment, provided such persons are equally qualified. However, the primary goal in hiring is to
8 locate and employ the best-qualified personnel possible.

9 A transcript of all college credits must be placed on file in the central office. This applies to all
10 professional personnel in the system. The professional staff personnel is also individually responsible
11 for filing with the central office, before receiving pay for advanced salary ratings, a transcript or grade
12 report of all college credits earned prior to September 1 of the school year for which any change in
13 salary rating is to be effective. However, this does not apply to those persons employed after the
14 opening of the regular school term, provided that such teachers shall be rated upon the basis of the
15 academic training earned at the time of employment, plus allowable experience, if any.

16 All applicants must meet the requirements of TCA 49-5-202, 49-2-203(a), 49-2-301(f), 49-2-303(b),
17 49-5-401, 49-5-402, 49-5-403, 49-5-404, 49-5-406, 49-5-407, 49-5-408, 49-5-411, Immigration
18 Reform and Control Act of 1986.

Williamson County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Qualifications and Duties of the Superintendent of Schools	Descriptor Code: 5.802	Issued Date: 09/16/19
		Rescinds: 5.802	Issued: 06/06/14

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

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

3 **JOB GOAL:** To provide leadership in developing and maintaining the best possible educational
4 programs and services

5 **SCOPE OF RESPONSIBILITY:** The management responsibilities of the Superintendent of Schools
6 shall extend to all activities of the district, to all phases of the educational program, to all aspects of the
7 financial operation, to all facility management, and to the conduct of such other duties as may be assigned
8 by the Board. The Superintendent of Schools may delegate these duties together with appropriate
9 authority but may neither delegate nor relinquish ultimate responsibility for results or any portion of
10 accountability.

11 **ESSENTIAL FUNCTIONS**

12 **General Administrative**

13 1. Provides leadership in identification of priorities and assures that all activities reflect those
14 board-established priorities.

15 2. Prepares and recommends short and long-range plans for Board approval and implements those
16 plans when approved.

17 3. Prepares, in conjunction with the Chair, agenda recommendations relative to all matters
18 requiring board action, including all facts, information, options, and reports needed to assure
19 informed decisions. Provides advice and counsel to the Board on matters before it.

20 4. Attends all regular and special meetings of the Board and keeps a complete and accurate record
21 of the proceedings of all meetings of the Board and of its official acts.

22 5. Recommends drafts of new policies or changes to the Board. Anticipates potential problems.
23 Recommends policies or courses of staff action.

24 6. Develops administrative procedures to implement board policy or for the items deemed
25 necessary for the efficient operation of the schools and disseminates these procedures to
26 appropriate staff.

27 7. Keeps the Board informed regarding development in other districts or at state and national levels
28 that would be helpful to the district.

1 8. Ensures that all local, state, and federal standards for the health and safety of the students and
2 staff are maintained and that required reports are maintained.

3 9. Fulfills all statutory obligations and implements the education law of the State of Tennessee and
4 the rules and regulations of the State Board of Education.¹

5 **Financial Management**

6 1. Provides direction to and supervision of school business functions. Encourages development and
7 implementation of sound business practices. Continually assesses business practices to achieve
8 efficiency.

9 2. Prepares with the Chair of the Board, as members of the executive committee, the annual budget
10 and submits it to the Board for approval. Presents approved budget to the appropriate local
11 funding body for adoption.

12 3. Makes appropriate written reports for the Board, detailing all receipts and expenditures of the
13 public school funds, and submits them to the local funding body.

14 4. Ensures that funds are spent prudently by providing adequate control and accounting of the
15 district's financial and physical resources.

16 **Personnel Administration**

17 1. Establishes lines of authority which shall be approved by the Board and shown on the system
18 organization chart. Lines of authority shall not restrict the practical working relationships of all
19 staff members at all levels.

20 2. Employs such personnel as may be necessary within the limits of budgetary provisions and
21 recommends to the Board teachers who are eligible for tenure.

22 3. Develops recruitment procedures to assure well-qualified applicants for professional and non-
23 professional positions.

24 4. Assigns and transfers employees as the interest of the district may dictate and reports such action
25 to the Board for information and record.

26 5. Holds meetings of teachers and other employees as necessary for the discussion of matters
27 concerning the welfare and improvement of the schools.

28 6. Communicates directly, or through delegation, all actions of the Board relating to personnel
29 matters to all and receives employees' communications to be made to the Board.

30 7. Evaluates principals annually.

31 8. Informs the Office of Educator Licensing of licensed educators *or educators who have a*
32 *temporary teaching permit* who have been suspended or dismissed, who have resigned,
33 following allegations of conduct, including sexual misconduct, which, if substantiated, would

1 warrant consideration for license suspension or revocation, or who have been convicted of a
2 felony. The report shall be submitted within thirty (30) days of the suspension, dismissal, or
3 resignation or of receiving knowledge of the felony conviction.²

4 9. Informs the Office of Educator Licensing of licensed educators or educators who have a
5 temporary teaching permit who have been suspended or dismissed, who have resigned,
6 following allegations of conduct, including sexual misconduct, which, if substantiated, would
7 warrant consideration for license suspension, revocation, or formal reprimand or who have been
8 convicted of a felony. The report shall be submitted within thirty (30) days of the suspension,
9 dismissal, or resignation or of receiving knowledge of the felony conviction.²

10 **Instructional Leadership**

11 1. Serves as the chief school executive. Ensures the development and maintenance of a positive
12 educational program designed to meet the needs of the community and to carry out the policies
13 of the Board. Ensures that a system of thorough and efficient education, as defined by state law,
14 is available to all students.

15 2. Recommends to the Board for its adoption all courses of study, curriculum guides, and major
16 changes in tests and time schedules to be used in the schools.

17 3. Oversees the timely revisions of all curriculum guides and courses of study.

18 4. Develops guidelines and direction for monitoring the effectiveness of existing and new
19 programs.

20 5. Conducts a periodic audit of the total school program and advises the Board of recommendations
21 for the educational advancement of the schools.

22 6. Seeks out available sources for grant funding to support programs and projects.

23 7. Ensures that the goals of the school system are adequately reflected in its educational program
24 and operations.

25 **Community/Public Relations**

26 1. Promotes community support of the schools. Interprets district programs and services, reports,
27 plans, events, and activities of interest and solicits community opinions regarding school and
28 educational issues.

29 2. Identifies available community resources and links to social service agencies that support
30 education and healthy child development.

31 3. Develops strategies to promote parental involvement in their student's education and provides
32 opportunities for parent-teacher interaction.

33 4. Maintains contact and good relations with local media. Acts as the Board's spokesperson.

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

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

5 **TERMS OF EMPLOYMENT:** Serves in accordance with the terms of the contract between the Board
6 and the Superintendent of Schools. Salary to be determined by the Board. The Superintendent of Schools
7 shall be employed by the Board under written contract for a maximum of four (4) years, which may be
8 renewed.

9 **EVALUATION:** Performance of this job will be evaluated in accordance with provisions of state law
10 and the Board's policy on evaluation of the Superintendent of Schools.

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

Legal References

1. TCA 49-2-301
2. TRR/MS 0520-02-03-.09(2); TCA 49-5-417(c);
Public Acts of 2021, Chapter No. 211

Cross References

Executive Committee 1.301
Job Descriptions 5.103
Application and Employment 5.106
Evaluation of the Superintendent of Schools 5.803

Williamson 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:	Issued:

1 *General*

2 To attain tenure status,¹ a teacher shall: (1) meet tenure eligibility requirements; (2) be renewed and
3 recommended by the Superintendent of Schools; and (3) receive a majority vote of the Board.

4 **TENURE ELIGIBILITY²**

5 A teacher that meets the following requirements is eligible for tenure:

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

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

24 **ACQUISITION OF TENURE STATUS**

25 Once a teacher is eligible for tenure, he/she shall be either recommended by the Superintendent of
26 Schools for tenure or nonrenewed. If tenure is denied by the Board, the teacher shall be dismissed.⁴

27 The following additional guidelines shall apply:

- 28 1. The Superintendent of Schools will recommend teachers eligible for tenure at a board meeting in
29 ample time to send notice of non-renewal to each teacher not recommended for tenure within five

1 (5) business days following the last instructional day for the school year.⁵

2
3 2. The decision to grant tenure is solely within the discretion of the Board.⁶ Only those teachers who
4 receive a majority vote of the membership of the Board will be granted tenure.⁷

5
6 3. A teacher who is eligible for tenure, but tenure is denied by the Board, shall not be rehired beyond
7 the current contract year.⁴

8 **TEACHER RETURNING TO EMPLOYMENT**

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

14 **TEACHER TRANSFERRING FROM ANOTHER SCHOOL DISTRICT⁹**

15 A tenured or nontenured teacher with five (5) or more years of prior service that transfers from another
16 school district to begin employment in the Williamson County School District shall serve the regular
17 probationary period. The Board, upon the recommendation of the Superintendent of Schools, may waive
18 the probationary period and grant tenure status or shorten the probationary period.

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

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

24 **TEACHER RETURNING TO PROBATIONARY STATUS¹⁰**

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

30 When a teacher who has returned to probationary status has received two (2) consecutive years of
31 evaluations demonstrating an overall performance effectiveness level of “above expectations” or
32 “significantly above expectations,” the teacher is again eligible for tenure and shall be either
33 recommended by the Superintendent of Schools for tenure or nonrenewed; provided, however, that the
34 teacher shall be dismissed if tenure is denied by the Board.⁴

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

Legal References

1. TCA 49-5-501(11)(A)
2. TCA 49-5-503
3. Public Acts of 2021, Special Legislative Session
Chapter No. 2
4. TCA 49-5-504(b)
5. TCA 49-5-409(b); Public Acts of 2021, Chapter No.
378
6. TCA 49-2-203(a)(1)
7. TCA 49-2-202(g)
8. TCA 49-5-504(d)
9. TCA 49-5-509
10. TCA 49-5-504(e), (f)

Cross References

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

Williamson County Board of Education

Monitoring: Review: Annually in January	Descriptor Term: Non-Tenure and Tenure	Descriptor Code: 5.117	Issued Date: 10/26/15
		Rescinds: 5.117	Issued: 05/20/13

1 **NON-TENURE**

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

5 The principal shall discuss deficiencies and/or areas for improvement with the non-tenured teacher and
6 provide assistance for areas needing improvement.

7 **NON-RENEWAL OF NON-TENURED TEACHERS¹**

8 The Superintendent is under no obligation to re-employ non-tenured teachers. If the Superintendent
9 determines not to re-employ a non-tenured teacher, the following action shall be taken:

- 10 1. The Board shall be notified at the next regular board meeting; and
- 11
- 12 2. Written notice of non-renewal shall be hand-delivered or sent by registered mail to the employee
13 no later than five (5) days after the last instructional day of the school year. Additional notice
14 may be given by other supplemental methods of delivery including but not limited to electronic
15 mail and regular mail.

16 A non-renewed probationary teacher who has been given specific reasons for failure of re-election may
17 request a hearing pursuant to TCA 49-2-203(b)(8).

18 **RENEWAL**

19 Prior to renewal, the supervisor shall conduct a detailed evaluation of the educator and report to the
20 Superintendent or designee. The supervisor shall include in this report an individualized written
21 evaluation including the formal state model evaluation and all related documentation pertaining to
22 teacher performance to justify the recommendation for either non-renewal or for renewal.

23 **TENURE**

24 Upon satisfactory completion of the non-tenured period, and satisfaction of the requirements of state
25 law, any educator who is re-employed in the system is entitled to the tenure status for which the teacher
26 is qualified by college training and certification; provided that the Superintendent shall recommend to
27 the Board that the educator be re-employed, thereby attaining tenure status.

- 1 Tenure is granted only upon recommendation of the Superintendent and by approval of the Board and is
- 2 obtained in the system, not in a specific location or position. Educators shall not be tenured in
- 3 supplemented activities.

- 4 Previously tenured teachers who leave the system and are subsequently re-employed must: work in a
- 5 probationary status for two years, be formally evaluated, and be recommended for tenure by the
- 6 Superintendent to the Board.

Legal References

1. TCA 49-5-409(b)

Cross References

Evaluation 5.109

Williamson County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 04/19/21
		Rescinds:	Issued:

1 **SUSPENSION PENDING AN INVESTIGATION¹**

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

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

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

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

17 The Board shall maintain a list of qualified individuals who have indicated a willingness to act
18 as impartial hearing officers as defined by Tennessee law.

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

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

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

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

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

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

13 The Board shall hear the appeal on the record, and no new evidence may be submitted by either party.
14 The appealing party may appear before the Board to argue why the adverse ruling should be overturned.
15 At the conclusion of the hearing, any member of the Board may vote to sustain the decision of the hearing
16 officer, send the record back for additional evidence, revise the penalty, or reverse the decision. The
17 Board shall render its decision within ten (10) working days after the conclusion of the hearing. In the
18 event that the decision of the Board is appealed to the chancery court, the Board shall transmit the entire
19 record to the chancery court for its review.

20 RESIGNATION

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

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

- 26 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
27 statement of a physician approved by the Board;
- 28 2. The drafting of a teacher into military service by a selective service board; and
- 29 3. The release, by written mutual consent, by the Board of the teacher from the contract that the
30 teacher has entered into with the Board.
- 31
- 32

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

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

1 RETIREMENT

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

5
6 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
7 responsibility of the retiring employee to provide verification of eligibility in writing from TCRS to the
8 central office. It shall be the responsibility of the retiring employee to file for benefits.

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

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

- 18 1. The Superintendent of Schools of the employing system must certify in writing that no other
19 qualified individuals are available to fill the position;
- 20
21 2. The Commissioner of Education must certify that the employing school system serves an area
22 that lacks qualified teachers to serve in the position to be filled;
- 23
24 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 25
26 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or
27 receive medical insurance coverage; and
- 28
29 5. The salary paid to the retired member shall not be less than the rate of compensation set by the
30 Board for teachers with no experience filling similar positions, nor more than eighty-five
31 percent (85%) of the rate of compensation set by Board for teachers with comparable training
32 and 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); *Public Acts of 2021, Chapter No. 493*
9. TCA 8-36-805
10. TCA 8-36-821

Cross References

Public Hearings 1.401
Recommendations and File Transfers 5.203

Williamson County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Non-Tenured Teachers	Descriptor Code: 5.201	Issued Date: 04/19/21
		Rescinds: 5.201	Issued: 06/05/14

1 **SUSPENSION PENDING AN INVESTIGATION¹**

2 The Superintendent 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. If vindicated or reinstated, the non-tenured teacher shall be paid
7 full salary for the period of suspension.

8 **SUSPENSION OF THREE DAYS OR LESS²**

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

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

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

19 The Superintendent of Schools shall give the non-tenured teacher an opportunity for a full and complete
20 hearing before an impartial hearing officer selected by the Board.

21 The hearing officer will hear the case and the employee shall have the right to:

- 22 1. be represented by counsel;
- 23
- 24 2. call and subpoena witnesses;
- 25
- 26 3. examine all witnesses; and
- 27
- 28 4. require that all testimony be given under oath.

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

1 decision to the employee. Written notice of appeal to the Board shall be given to the Superintendent of
2 Schools. Within twenty (20) working days of receipt of notice, the Superintendent of Schools shall
3 prepare a copy of the proceedings, transcript, documentary, and other evidence presented and provide
4 the Board a copy of the same.

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

- 8 1. sustain the decision;
- 9
- 10 2. send the record back if additional evidence is necessary; or
- 11
- 12 3. revise the penalty or reverse the decision.

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

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

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

21 **NONRENEWAL**

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

- 25 1. The Superintendent of Schools is under no obligation to re-employ non-tenured teachers at the
26 end of their contract period. If the Superintendent of Schools determines not to renew the contract
27 of a non-tenured teacher, written notice of non-renewal shall be ~~hand-delivered or~~ sent to the
28 employee by U.S. *certified* mail or *overnight carrier, or by email* so that it will be received by
29 ~~the employee~~ within five (5) business days following the last instructional day for the school
30 year.³

31 **RESIGNATION**

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

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

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

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

9 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
10 the ~~Commissioner~~ *State Board of Education* and request the suspension of a teacher's certificate. After
11 the ~~Commissioner~~ *State Board of Education* has provided the teacher an opportunity for defense during
12 a hearing, the ~~Commissioner~~ *State Board of Education* may suspend the certificate for no less than thirty
13 (30) and no more than three hundred sixty-five (365) days.⁷

14 **RETIREMENT**

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

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

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

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

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

- 1 percent (85%) of the rate of compensation set by Board for teachers with comparable training
2 and years of experience filling similar positions.

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-5-512(d)
3. TCA 49-2-301(b)(1)(EE); TCA 49-5-512(d); *Public Acts of 2021, Chapter No. 378*
4. TCA 49-5-409
5. TCA 49-5-508(a)
6. TCA 49-5-411(a)
7. TCA 49-5-706; *Public Acts of 2021, Chapter No. 493*
8. TCA 49-5-411(b)(4)
9. TCA 8-36-805
10. TCA 8-36-821

Cross References

Hearings Before the Board of Education 1.401
Recommendations and File Transfers 5.203

Williamson County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Attendance	Descriptor Code: 6.200	Issued Date: 11/18/19
		Rescinds: 6.200	Issued: 06/19/14

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

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

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

14 Student attendance records shall be given the same level of confidentiality as other student records. Only
15 authorized school officials with legitimate educational purposes may have access to student information
16 without the consent of the student or parent(s)/guardian(s).³

17 Absences shall be classified as either excused or unexcused as determined by the principal/designee.
18 Excused absences shall include:⁴

- 19 1. Personal illness/injury (The Principal may require a doctor's statement);
20
- 21 2. Illness of immediate family member which requires absence of the student from school (The
22 Principal may require a doctor's statement);
23
- 24 3. Death in the immediate family of the student (should not exceed 5 days);
25
- 26 4. Extreme weather conditions;
27
- 28 5. Religious holidays regularly observed by persons of the student's faith⁵ (The Principal may
29 require a statement from the minister or other person recognized by the given religious group);
30

- 1 6. Pregnancy;
- 2
- 3 7. School-endorsed activities;
- 4
- 5 8. Summons, subpoena, or court order; or
- 6
- 7 9. Circumstances which in the judgment of the principal warrant absence from school and over
- 8 which the student has no control.

9 The principal/designee shall be responsible for ensuring that:⁶

- 10 1. Attendance is checked and reported daily for each class;
- 11
- 12 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent
- 13 for the majority of the day;
- 14
- 15 3. All student absences are verified;
- 16
- 17 4. Written excuses are submitted for absences and tardiness; and
- 18
- 19 5. System-wide procedures for accounting and reporting are followed.

20 **TRUANCY**

21 *General*

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

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

35 *Progressive Truancy Intervention Plan*⁸

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

1 Tier I

2 *Tier I of the progressive truancy plan shall apply to all students within the district and include*
3 *schoolwide prevention-oriented supports to assist with satisfactory attendance.*

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

- 5 ~~1. A conference with the student and the student's parent(s)/guardian(s);~~
6
- 7 ~~2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s),~~
8 ~~and an attendance supervisor or designee. The contract shall include:~~
9
 - 10 ~~a. A specific description of the school's attendance expectations for the student;~~
 - 11 ~~b. The period for which the contract is effective; and~~
 - 12 ~~c. Penalties for additional absences and alleged school offenses, including additional~~
13 ~~disciplinary action and potential referral to juvenile court; and~~
14
- 15 ~~3. Regularly scheduled follow-up meetings to discuss the student's progress.~~

16 Tier II

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

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

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

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

39 Tier III

1 This tier shall be implemented if the truancy interventions under Tier II are unsuccessful.

2 These interventions shall be determined by a team formed at each school. The interventions shall
3 address student needs in an age-appropriate manner. Finalized plans shall be approved by the
4 Superintendent of Schools/designee.

5 **MILITARY SERVICE OF PARENT/GUARDIAN**

6 School principals shall provide students with a one-day excused absence prior to the deployment of and
7 a one-day excused absence upon the return of a parent or custodian serving active military service.

8 Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a
9 parent/guardian during a deployment cycle. The student shall provide documentation to the school as
10 proof of his/her parent's/guardian's deployment. Students shall be permitted to make up schoolwork
11 missed during these absences.⁹

12 **MAKE-UP WORK**

13 Any student whose absence is unexcused will be expected to make up the work missed or due on dates
14 of absence.

15 All missed class work or tests from absences may be made up provided that the student makes the
16 request immediately upon returning to school and provided class time is not taken from other students.

17 **CREDIT/PROMOTION DENIAL**

18 Credit/promotion denial determinations may include student attendance; however, student attendance
19 may not be the sole criterion.¹⁰ If attendance is a factor prior to credit/promotion denial, the following
20 shall occur:

21 1. The student and the parent(s)/guardian(s) shall be advised if the student is in danger of
22 credit/promotion denial due to excessive absenteeism.

23

24 2. Procedures in due process are available to the student when credit or promotion is denied.

25 **DRIVER'S LICENSE REVOCATION²**

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

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

30 **ATTENDANCE HEARING¹¹**

31 Students with excessive (more than five (5)) unexcused absences or those in danger of credit/promotion
32 denial shall have the opportunity to appeal to an attendance hearing committee appointed by the
33 principal. If the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided

- 1 written or actual notice of the appeal hearing and shall be given the opportunity to address the committee.
2 The committee will conduct a hearing to determine if any extenuating circumstances exist to excuse an
3 absence(s) or to determine if the student has met attendance requirements that will allow him/her to pass
4 the course or be promoted. Upon notification of the attendance committee decision, the principal shall
5 send written notification to the Superintendent of Schools/designee and the parent(s)/guardian(s) of the
6 student of any action taken regarding the excessive unexcused absences. The notification shall advise
7 parent(s)/guardian(s) of their right to appeal such action within two (2) school days to the Superintendent
8 of Schools/designee.
- 9 The appeal shall be heard no later than ten (10) school days after the request for appeal is received.
- 10 Within five (5) school days of the Superintendent of Schools/designee rendering a decision, the student's
11 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.
12 Following the review, the Board may affirm or overturn the decision of the Superintendent of
13 Schools/designee. The action of the Board shall be final.

Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c)
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5); State Board of Education Policy 4.100
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3021
8. TCA 49-6-3007; TCA 49-6-3009; *Public Acts of 2021, Chapter No. 223*
9. TCA 49-6-3019
10. TCA 49-2-203(b)(7)
11. TRR/MS 0520-01-02-.17

Cross References

- School Calendar 1.800
- Extracurricular Activities 4.300
- Interscholastic Athletics 4.301
- Field Trips 4.302
- Promotion and Retention 4.603
- Students in Foster Care 6.505
- Student Records 6.600
- Student Suspension/Expulsion 6.316

Williamson County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Telework	Descriptor Code: 5.1082	Issued Date: 06/15/20
		Rescinds:	Issued:

1 **General**

2 Teleworking is a work arrangement where designated employees are allowed to perform their normal
3 duties and responsibilities through the use of hardware and software at an alternate location from their
4 normal work site.

5 The Superintendent may require an employee to telework if the duties and responsibilities of the position
6 are required. An employee's participation in the program will be both initiated and ended at the discretion
7 of the supervisor and/or the Superintendent of Schools. *For the employee to be eligible for telework
8 arrangements, the employee's primary residence shall be located in the state of Tennessee, and the
9 employee must telework from the primary residence located in the state of Tennessee. Employee shall
10 notify his/her supervisor and the Assistant Superintendent of Human Resources at least thirty (30)
11 working days prior to relocating to another state.*

12 *Telework arrangements are not to be considered a universal employee benefit or right. No employee is
13 entitled to or guaranteed the opportunity to a telework arrangement. The Superintendent is responsible
14 for the continued successful operations of Williamson County Schools and thus the Superintendent has
15 the sole discretion to designate positions and/or individuals for telework arrangements. Termination of
16 a teleworking arrangement by the Superintendent, or his/her designee, is not grievable to the Board.*

17 **WORK ENVIRONMENT**

18 Employees approved for telework shall maintain a dedicated and safe work environment.

19 An employee who teleworks shall not allow anyone other than district employees to utilize district
20 provided services or equipment. Employees shall keep remote work and information confidential, in
21 accordance with district policies, procedures, and applicable privacy laws.

22 *Telework arrangements do not change the conditions of employment or required compliance with laws
23 and policies. Employees working via a telework arrangement are subject to the same policies, statutes,
24 and procedures applicable to all employees including, but not limited to, time and attendance and leave
25 policies.*

26 *If approved for telework arrangement, the employee is expected to maintain appropriate levels of
27 productivity and quality of work. If working from a home-based location, the employee will be expected
28 to make arrangements which allow the work site to be a productive work environment during the agreed
29 upon work hours. If a decline in performance is noted, the arrangement will be canceled.*

1 *Williamson County Schools will not be responsible for any additional costs associated with alternate*
2 *work locations such as utilities, home maintenance, etc. The employee will be responsible for any tax*
3 *implications of a home-based work location. For a home-based work location, the employee will be*
4 *responsible for providing insurance coverage for equipment, supplies, etc. provided by the employee.*
5 *The employee will be responsible for compliance with any local zoning ordinances or other restrictions*
6 *related to maintaining a home-based work site. Williamson County Schools will not be liable for any*
7 *finances, penalties, taxes or other expenses that may accrue as a result of any violation of applicable*
8 *restrictions.*
9