



Williamson County Board Policy Committee

August 1, 2022 6:00 PM

Williamson County Administrative Complex Training Center, 1st Floor

1. Agenda

2. Board Policies First and Final Reading

- a. 1.102 Board Members Legal Status
- b. 3.202 Emergency Preparedness Plan
- c. 4.600 Grading Systems
- d. 6.200 Attendance
- e. 6.409 Reporting Child Abuse

3. Policies for First Reading

- a. 2.805 Purchasing
- b. 3.208 Asbestos Management Plan (New)
- c. 4.101 Instructional Standards
- d. 4.401 Textbooks and Instructional Materials
- e. 4.403 Library Materials
- f. 5.119 Employment of Retirees (new)
- g. 5.200 Separation for Tenured Teachers
- h. 5.201 Separation Practices for Non-Tenured Teachers
- i. 5.701 Substitute Teachers

4. Policies for Deletion

- a. 4.400 Instructional Materials
- b. 4.402 Selection of Instructional Materials

Williamson County Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: Board Members Legal Status	Descriptor Code: 1.102	Issued Date: 03/21/22
		Rescinds: 1.102	Issued: 11/26/18

1 NUMBER OF MEMBERS¹

2 The Board is composed of twelve (12) members.

3 QUALIFICATIONS

4 Members of the Board shall be residents elected from districts of substantially equal population and
5 shall be citizens of recognized integrity, intelligence, and ability to administer the duties of the
6 office.^{1,2} To qualify as a candidate, an individual must show proof of:

7 1. Graduation from high school or receipt of a G.E.D. or HiSET;³ *and*

8
9 2. *Being a qualified voter and resident of the county for one (1) year prior to the qualifying*
10 *deadline for running as a candidate.*⁴

11 No member of the county legislative body nor any other county governmental official shall be eligible
12 for election as a member of the county board of education.⁵

13 TERMS OF OFFICE

14 Members of the Board shall serve four (4) year terms.¹

15 VACANCIES

16 Vacancies shall be declared to exist on account of death, resignation, removal from the district, or
17 through due process proceedings.⁶

18 When a vacancy occurs, the unexpired term shall be filled at the next regular or special meeting of the
19 County legislative body.⁷ Such appointment shall continue until the next regular election.

Legal References

1. TCA 49-2-201(a)(1)
2. TCA 49-2-202(a)(1)
3. TCA 49-2-202(a)(4)
4. *Public Acts of 2022, Chapter No. 809*
5. *TCA 49-2-202(a)(2)*
6. *TCA 8-47-101; TCA 49-1-611; TCA 49-2-202(e)(2)*
7. *TCA 49-2-202(e)(1)*

Williamson County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 09/16/19
		Rescinds:	Issued:

1 The Superintendent of Schools shall be responsible for developing, maintaining, and acquiring Board
2 approval of the district Emergency Preparedness Plan,¹ which shall include procedures for bomb
3 threats, civil disturbances, armed intruders, fires, tornadoes or other severe weather, and medical
4 emergencies.

5 The principal of each school shall develop and implement emergency preparedness drills which shall
6 be approved by the Superintendent of Schools. When appropriate, such drills shall be held in
7 conjunction with emergency response agencies.

8 **FIRE AND SAFETY DRILLS**

9 The principal shall ensure that one (1) fire drill requiring full evacuation is given every thirty (30)
10 school days, with two (2) fire drills occurring during the first thirty (30) full days of the school year.
11 Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted
12 throughout the year.²

13 The principal shall ensure that three (3) additional safety drills are given during the school year.³ These
14 drills may cover inclement weather, earthquakes, armed intruders, or other emergency drills that do not
15 require full evacuation. A record of all fire or safety drills, including the time and date, shall be kept in
16 each school's office.³

17 The principal shall regularly check the quantity, locations, and conditions of fire extinguishers and
18 shall give all school personnel instructions on how to properly use fire extinguishers.

19 **ARMED INTRUDER DRILLS**

20 The Superintendent of Schools or his/her designee shall ensure that each school safety team conducts
21 at least one (1) armed intruder drill annually in coordination with local law enforcement.⁴

22 **BOMB THREAT PROCEDURES**

23 A system-wide bomb threat procedure shall be on file and adhered to by each school.

24 **AED DRILLS⁵**

25 ~~Any~~ **All** schools ~~with an AED~~ shall conduct a CPR and AED drill to ensure awareness of the steps that
26 must be taken in the event of a medical emergency. The principal shall be responsible for ensuring the
27 drill occurs.⁵

1 The Superintendent of Schools shall develop the necessary standard operating procedure on AED and
2 CPR training, planning, notification, and maintenance to comply with state law.

3 **MEDICAL EMERGENCIES/PANDEMIC FLU⁶**

4 In the event of medical emergencies, such as a pandemic flu outbreak, school officials shall cooperate
5 and consult with the local and state health departments and other local emergency or healthcare
6 providers in protecting students and the community from further infection. The Superintendent of
7 Schools shall develop procedures for health emergencies in accordance with state law and regulations.

8 ***REMOTE LEARNING DRILLS⁷***

9 ***At least once each school year, a remote learning drill shall be conducted. The drill shall accurately***
10 ***reflect how students will transition to remote learning in the event of a disruption to school***
11 ***operations. Students shall not be asked or required to transition to remote learning at any time***
12 ***during the drill.***

Legal References

1. TRR/MS 0520-1-02-.30; TCA 49-6-804; TCA 49-6-805(8)
2. TCA 68-102-137(b)
3. TCA 68-102-137(f)
4. TCA 49-6-807
5. TCA 49-2-122; TCA 49-6-1208
6. TCA 49-6-3004(a), (e); TCA 49-5-404
7. ***Public Acts of 2022, Chapter No. 936***

Cross References

- Safety 3.201
Community Use of School Facilities 3.206

Williamson County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Report Cards and Grading Systems	Descriptor Code: 4.600	Issued Date: 05/16/22
		Rescinds: 4.600	Issued: 04/19/21

1 **REPORT CARDS**

2 The Superintendent shall develop an administrative procedure to establish a system of grading and
 3 assessment for evaluating and reporting student progress in conjunction with Tennessee academic
 4 standards for grades K-12.

5 The report cards shall indicate the information necessary to communicate effectively with the parents
 6 concerning their child’s academic progress, conduct and attendance.

7 When a student’s academic performance or behavior noticeably or suddenly changes, the teacher shall
 8 promptly inform the parents, maintain a record of the contact, and make an effort to have a conference
 9 with the parent. Parents will receive interim progress reports or other notification whenever a
 10 significant change in performance occurs or whenever a student is failing.

11 Report cards communicating student academic progress or status (grades) and attendance will be
 12 provided to parents on a regular basis (9 weeks).

13 Teachers may use supplemental reports to communicate additional progress as appropriate.

14 **K-1 STANDARDS-BASED GRADING SCALE**

15 The student consistently demonstrates understanding and application of the standard.

16 The student is making progress toward the standard.

17 The student is not making progress toward the standard

18 **GRADES 2- 12 NUMERICAL GRADING SCALE:¹**

<u>Grade</u>	<u>Grade Range</u>
19 A	91 90 – 100
20 B	81—90 80-89
21 C	72—80 70-79
22 D	70—71 60-69
23 F	0 – 69 59
24 I	Incomplete (must be removed during the next grading period)
25 P/F	Credit by Examination

27

1 *This grading system shall be uniform throughout the school district for each grade.*

2 Numerical grades may be used for tests and other daily or weekly work that is readily quantifiable and
3 shall be used on report cards. Only **LETTER GRADES** (A, B, C, etc.) will be used on high school
4 transcripts. No plus (+) or minus (-) notations will be used on high school transcripts.

5 WEIGHTED GRADES:

6 *Advanced coursework grades shall be weighted with additional percentage points to calculate the*
7 *semester average. Depending on the course taken, the following percentage points shall be*
8 *assigned:*

9 For Advanced Placement (A.P.) and International Baccalaureate (I.B.) courses, teachers will add five
10 (5) percentage points to ~~the first semester period~~ grade *each grading period and each semester exam*.
11 For the second semester, the student must sit for the exam in order to earn five (5) percentage points
12 for the second semester. For Honors and Pre-AP courses, including middle school courses taught at
13 high school honors level, teachers will add three (3) percentage points to each ~~semester~~ *grading period*
14 *grade and each semester exam*.

15 For courses that include an opportunity for industry certification and dual enrollment, teachers will add
16 four (4) percentage points for ~~the first semester~~ *each grading period and each semester exam*. For the
17 second semester, students must sit for the appropriate exam in order to earn the four (4) additional
18 percentage points.

19 For local and statewide dual credit courses, students will receive four (4) additional percentage points
20 for each *grading period and each semester exam*. For the second semester, students must sit for the
21 appropriate exam in order to earn the four (4) additional percentage points.

22 I.B. Math Studies shall be treated as an Honors, not an A.P. / I.B. course for GPA and weighting
23 purposes.

24 High School courses taken by middle school students will receive honors credit only if taught at the
25 honors level.

26 Middle school students taking high school courses and high school students taking online courses, will have
27 their grades recorded on the high school transcript with the earned letter grade and corresponding
28 grade point average (GPA).

29 High School students taking courses in high school for college credit through dual enrollment and
30 those taking courses specifically designated as pass/fail on the high school approved course list will
31 have their grades recorded on the high school transcript as pass/fail (p/f) with no GPA value.

32

33

34

GPA CALCULATION FOR HIGH SCHOOL COURSES:

<u>Grade</u>	<u>Value</u>	<u>Regular</u>	<u>Honors/Pre-AP</u>	<u>Statewide/Local Dual Credit/AP/IB</u>
A	91 – 100	4	4.5	5
B	81 – 90	3	3.5	4
C	72 – 80	2	2.5	3
D	70 – 71	1	1.5	2
F	0 – 69	0	0	0

GPA CALCULATION FOR HIGH SCHOOL COURSES:

<u>Grade</u>	<u>Value</u>	<u>Regular</u>	<u>Honors/Pre-AP</u>	<u>Statewide/Local Dual Credit/<i>Dual Enrollment</i>/AP/IB</u>
A	90 – 100	4	4.5	5
B	80 – 89	3	3.5	4
C	70 – 79	2	2.5	3
D	60 – 69	1	1.5	2
F	0 – 59	0	0	0

This weighted grading scale shall be used for all official purposes including report cards, GPA, honor roll, etc. ~~except the Lottery/Hope Scholarship described below~~

LOTTERY SCHOLARSHIPS²

Each school counselor shall provide incoming freshman with information on college core courses required for lottery scholarships as well as necessary criteria (grade point average, ACT and SAT score, etc.) that must be met in order to receive a scholarship.

Seniors may apply for the Tennessee HOPE Scholarship by completing the Free Application for Federal Student Aid (FAFSA). The FAFSA is available at the guidance office or online. Students shall be made aware of all applicable FAFSA deadlines and encouraged to submit applications in a timely manner.

Elementary school counselors shall explain the HOPE Scholarship and its requirements to their students and impress upon them the benefits of making good grades.

1 ***LOTTERY SCHOLARSHIP DAY***

2 *Each school year, prior to scheduling courses for the following school year, schools teaching students*
 3 *in grades 8-11 shall conduct a lottery scholarship day for students and their parents.⁴*

4 **COLLEGE ADMISSIONS:**

5 For purposes of communicating with college admissions offices and scholarship granting agencies, grade
 6 point averages (GPA) will be calculated.

7 **HONORS RECOGNITION:**

8 The weighted GPA will be calculated on all course work using the Williamson County Grading Scale.
 9 GPA will also be calculated using the Tennessee Uniform Grading Scale for Lottery/Hope Scholarship
 10 purposes. Both the Williamson County weighted GPA and the Tennessee Uniform GPA will appear on
 11 the transcript.

12 Williamson County Schools will not rank students numerically.

13 For the purposes of honors recognition WCS will use the following Latin System:

14 Summa Cum Laude 4.25 and above

15 Magna Cum Laude 4.00-4.24

16 Cum Laude 3.75-3.99

17 Valedictorian and Salutatorian will be chosen using the following criteria:

18 Student must qualify for the highest Latin System honor awarded in the respective school.

19 Student must sit for the AP /IB exam for every course in which enrolled and must achieve a score of 3
 20 or above on 75% of the AP / IB exams taken.

21 Student will participate in at least 20 hours of community service during their four years of high
 22 school.

23 Students must earn the highest overall ACT composite for their graduating class. The highest ACT is
 24 considered the valedictorian(s) and the second highest is considered the salutatorian(s).

Legal References

1. TRR/MS 0520-01-03-.02, State Board of Education Policy 3.301; *Public Acts of 2022, Chapter No. 1080*
2. *TCA 49-4-904, 907*
3. *TCA 49-4-932(f)*

Cross References

Credit Recovery 4.210
 Promotion and Retention 4.603

Williamson County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Attendance	Descriptor Code: 6.200	Issued Date: 08/16/21
		Rescinds: 6.200	Issued: 11/18/19

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

3 **Tier II**

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

- 6 1. A conference with the student and the student's parent(s)/guardian(s);
7
- 8 2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s),
9 and the Attendance Supervisor/designee. The contract shall include:
 - 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.
14
- 15 3. Regularly scheduled follow-up meetings to discuss the student's progress; and
16
- 17 4. A school employee shall conduct an individualized assessment detailing the reasons a student
18 has been absent from school. The employee may refer the student to counseling, community-
19 based services, or other services to address the student's attendance problems.
20

21 **Tier III**

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

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

26 **MILITARY SERVICE OF PARENT/GUARDIAN⁹**

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

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

33 **MAKE-UP WORK**

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

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

3 **CREDIT/PROMOTION DENIAL**

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

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

9
10 2. Procedures in due process are available to the student when credit or promotion is denied.

11 **DRIVER'S LICENSE REVOCATION²**

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

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

16 **ATTENDANCE HEARING¹¹**

17 Students with excessive (more than five (5)) unexcused absences or those in danger of credit/promotion
18 denial shall have the opportunity to appeal to an attendance hearing committee appointed by the
19 principal. If the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided
20 written or actual notice of the appeal hearing and shall be given the opportunity to address the committee.
21 The committee will conduct a hearing to determine if any extenuating circumstances exist to excuse an
22 absence(s) or to determine if the student has met attendance requirements that will allow him/her to pass
23 the course or be promoted. Upon notification of the attendance committee decision, the principal shall
24 send written notification to the Superintendent of Schools/designee and the parent(s)/guardian(s) of the
25 student of any action taken regarding the excessive unexcused absences. The notification shall advise
26 parent(s)/guardian(s) of their right to appeal such action within two (2) school days to the Superintendent
27 of Schools/designee.

28 The appeal shall be heard no later than ten (10) school days after the request for appeal is received.

29 Within five (5) school days of the Superintendent of Schools/designee rendering a decision, the student's
30 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.
31 Following the review, the Board may affirm or overturn the decision of the Superintendent of
32 Schools/designee. The action of the Board shall be final.

Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c); *Public Acts of 2022, Chapter No. 878*
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5); State Board of Education Policy 4.100
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3021
8. TCA 49-6-3007; TCA 49-6-3009
9. TCA 49-6-3019
10. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
11. TRR/MS 0520-01-02-.17(7)

Cross References

School Calendar 1.800
Extracurricular Activities 4.300
Interscholastic Athletics 4.301
Field Trips 4.302
Promotion and Retention 4.603
Homeless Students 6.503
Students in Foster Care 6.505
Students from Military Families 6.506
Student Records 6.600

Williamson County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Reporting Child Abuse	Descriptor Code: 6.409	Issued Date: 09/21/20
		Rescinds: 6.409	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 *When the alleged abuse involves someone employed by, or otherwise affiliated with the
school, the report may be made directly to DCS and law enforcement prior to notifying the
Coordinator.*⁵

19 The report shall include, to the extent known by the reporter:⁶

- 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
abuse or neglect.
-

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

3 **CONFIDENTIALITY**

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

6 **INVESTIGATIONS**

7 School administrators and employees have a duty to cooperate, provide assistance, and information in
8 child abuse investigations⁷ including permitting DCS teams to conduct interviews while the child is at
9 school. The principal may control the time, place, and circumstances of the interview but may not
10 insist that a school employee be present even if the suspected abuser is a school employee or another
11 student. The principal is not in violation of any laws by failing to inform parent(s)/guardian(s) that the
12 child is to be interviewed even if the suspected abuser is not a member of the child's household.⁸

13 **TRAINING**

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

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

Legal References

1. TCA 49-6-1601
2. TCA 37-1-408; *Public Acts of 2022, Chapter No. 841*
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); TCA 49-6-1601
5. *Public Acts of 2022, Chapter No. 781*
6. TCA 37-1-403(b)
7. TCA 37-1-611(b)
8. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

Cross References

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 September	Descriptor Term: Purchasing	Descriptor Code: 2.805	Issued Date: 02/17/20
		Rescinds: 2.805	Issued: 09/21/17

1 PURCHASING AUTHORITY

2 The Executive Committee or its designee, the Purchasing Manager, is responsible for and has authority
3 to purchase all equipment, services, and supplies for the exclusive use of the school system.

4 The Executive Committee and others (purchasing agent) shall be the only persons authorized to obligate
5 the district for the purchase of supplies, equipment, and services.

6 Purchases made by anyone not authorized by the appropriate officials shall become the personal
7 responsibility of the persons making the purchase or purchases. The Board and the Superintendent of
8 Schools will not under any circumstances be responsible for payment of any material or supplies
9 purchased by unauthorized individuals or in an un-prescribed manner.

10 The Superintendent of Schools and other employees designated by the Board shall be authorized to act
11 for the Williamson County Schools in acquiring Federal surplus property through the Tennessee General
12 Services Department for Surplus Property and in entering into agreements, certifications, and covenants
13 of compliance concerning the use of federal surplus property. Those so designated may delegate this
14 authority to other Board members on dates specified by letter of designation. This delegation of
15 purchasing authority may be made solely for the purpose of purchasing surplus Federal property.¹

16 GENERAL

17 The primary responsibility of every purchaser is to obtain “the best value for the dollar” for products and
18 services for the School System.²

19 All purchases shall be made in accordance with Tennessee State Law. All purchases of supplies,
20 materials, and equipment in excess of **fifty thousand dollars (\$50,000.00)** ~~twenty-five thousand dollars~~
21 ~~(\$25,000)~~, including those of individual schools, shall be based upon competitive bids.³ These bids shall
22 be solicited by advertisement in a newspaper of general circulation in the district. However, said
23 newspaper advertisement may be waived by the purchasing agent in case of emergency. The purchasing
24 agent shall advertise for bids. However, bids are not required where the purchases will be made from
25 State or Federal GSA Contract. Also, when the purchasing agent deems that the state contract is not in
26 the best interest of the taxpayer, alternative pricing will be obtained.

27 All purchases estimated to be between \$2,500 and **\$50,000** ~~\$25,000~~, including those of individual
28 schools, may be made in the open market without newspaper notice, but shall be based on at least three
29 (3) competitive quotes.³

30 The lowest and best bid shall be accepted, provided the Board reserves the right to reject any or all bids
31 **or any part of any bid, and if applicable, to accept the bid which is best as evidenced by reasons relative**

1 *to the purpose of the purchase.* Any bid may be withdrawn prior to the scheduled time for opening of
2 bids. Any bid received after the time and date specified shall not be considered. The Board recognizes
3 that the lowest bid may not be the most responsible nor most advantageous to the public. Factors to be
4 considered should include the responsibility of the bidders, warranty offered, availability of service parts,
5 past service experience, life cycle costing, stocking of parts, and training expenses. Any bid that is not
6 the low bid will require Board approval. Monthly summaries of bids shall be submitted to the Board of
7 Education.

8 The practice of splitting an order or dividing items to be purchased in order to avoid the use of bidding
9 or other purchasing procedures is prohibited.

10 Contracts for legal services, educational consultants, *services from an insurance provider*, and similar
11 services by professional persons or groups of high ethical standards shall not be based upon competitive
12 bids but shall be awarded on the basis of competence and integrity.⁴

13 **EMERGENCY PURCHASES**

14 Purchases of specific materials, supplies, equipment or services may be made in the open market for
15 immediate delivery only to meet bona fide emergencies arising from unforeseen cause. All bona fide
16 emergencies must be approved by the Purchasing Manager, and a written report on the circumstances of
17 any such emergency justifying the purchase shall be prepared and accompany the requisition. However,
18 purchases will not be considered an emergency when lack of proper planning has taken place. All
19 emergency purchases shall, if practical, be made on the basis of competitive bids.⁵

20 **COORDINATION BETWEEN DIRECTORS AND PURCHASING OFFICE**

21 The Directors and the purchasing office shall follow the standard operating procedure in scheduling bids,
22 review of specifications, advertisement and awarding of bid. This procedural guideline will be on file in
23 the Finance Department.

24 **BID SPECIFICATIONS**

25 It is the responsibility of the requesting department head to submit complete bid specifications to the
26 purchasing department. The purchasing department may amend bid specifications to guard the Board's
27 interests. Justification must be provided on any sole source or brand name item. Specifications provided
28 for bids must have language that will not restrict vendors from quoting or justification must be attached.

29 The Superintendent of Schools shall give top priority to and exercise tight quality control.

30 All purchases shall be made strictly according to law. No contract for supplying educational needs shall
31 be made with any member of the Board, with the Superintendent of Schools, or with any business
32 organization in which any Board member of the Superintendent of Schools has any financial interest
33 whatsoever.

34 The District will purchase materials and services for those sources able to offer the best prices, consistent
35 with quality, delivery, and service.

- 1 The Board shall establish the specifications which it expects suppliers and manufacturers to meet or
- 2 exceed in the supplies and equipment sold to the Williamson County Schools. The Board may
- 3 occasionally solicit the assistance of outside agencies in the spot checking of materials purchased by the
- 4 school district.

- 5 The Superintendent of Schools or designee is responsible for assuring that all bills are checked to
- 6 determine if the price is consistent with market conditions and extra value is received for quantity orders.

- 7 The Board may occasionally cooperate with other governmental agencies in the purchasing of goods,
- 8 services, and equipment in order to obtain them at a lower cost.

Legal References

1. TCA 49-2-203(a)(3); *Public Acts of 2022, Chapter No. 1016*
2. TCA 6-36-115; TCA 12-4-106; TCA 49-2-206(b)(3); TCA 49-6-2003
3. TCA 49-2-203; TCA 49-2-206(b)(2); *Public Acts of 2022, Chapter No. 1016*
4. TCA 29-20-407; TCA 12-3-1209; TCA 12-4-107; *Public Acts of 2022, Chapter No. 719*
5. *Tennessee Internal School Uniform Accounting Procedure Manual*, Section 4-8

Cross References

Executive Committee 1.301
Purchase Orders and Contracts 2.808

Williamson County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Asbestos Management Plan	Descriptor Code: 3.208	Issued Date:
		Rescinds:	Issued:

1 **ASBESTOS¹**

2 The Superintendent of Schools shall maintain an Asbestos Management Plan for all buildings leased,
3 owned, or otherwise used as school buildings and update the plan to keep it current with ongoing
4 operations and maintenance, periodic surveillance, inspection, re-inspection, and response action
5 activities.

6 The Superintendent of Schools shall:

- 7 1. Annually publish a notification on the availability of the Asbestos Management Plan and the
8 status of any asbestos activities;
- 9 2. Educate and train maintenance and custodial staff about asbestos and how to deal with it in
10 accordance with federal law;
- 11 3. Notify short-term or temporary workers on the locations of the building materials containing
12 asbestos;
- 13 4. Post warning labels in routine maintenance areas where asbestos was previously identified or
14 assumed;
- 15 5. Follow set plans and procedures designed to minimize the disturbance of building materials
16 containing asbestos; and
- 17 6. Survey the condition of these materials every six (6) months to assure that they remain in good
18 condition.

19 The Superintendent of Schools shall designate an Asbestos Hazard Emergency Response Act (AHERA)
20 Manager as the designated Asbestos Program Coordinator. All inquiries regarding the asbestos plan and
21 asbestos related issues shall be directed to the AHERA Manager.

Legal References

1. 40 CFR §§ 763.91-93; 15 USC §§ 2641-2656

Williamson County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Instructional Standards	Descriptor Code: 4.101	Issued Date: 08/16/21
		Rescinds:	Issued:

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

4 **STATE STANDARDS²**

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

- 6 1. Instructional materials, textbooks, or supplemental materials created to align exclusively with
7 Common Core; or
- 8 2. Instructional materials, textbooks, or supplemental materials that are marketed or otherwise
9 identified as Common Core textbooks or instructional materials.

10
11
12 *Any complaints regarding the above shall be submitted per WCSB policy 4.401.*

13 **CURRICULUM AND INSTRUCTIONAL PROGRAMMING**

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

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

20 *Complaints regarding teaching prohibited concepts in violation of state law shall be submitted per*
21 *the regulation developed by the Tennessee Department of Education.*³

Legal References

1. *TCA 49-6-2202; TCA 49-6-1304; TCA 49-6-2206; TCA 49-6-1019*
2. *TCA 49-1-302(a)(8); TCA 49-1-314; Public Acts of 2022, Chapter No. 1085*
3. *TRR/MS 0520-12-04*

Cross References

Textbooks and Instructional Materials 4.401

Williamson County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Textbooks and Instructional Materials	Descriptor Code: 4.401	Issued Date: Click here to enter a date.
		Rescinds: 4.401	Issued: 06/17/19

1 *General*

2 *All classrooms shall be equipped with the textbooks and instructional materials needed to provide*
3 *quality learning experiences for students in accordance with state law.¹ The Board shall provide a*
4 *wide range of textbooks and instructional materials that cover all levels of difficulty, generate critical*
5 *thinking, and support the educational programs.*

6 *Part Definitions*

7 *Board adopted textbooks and instructional materials shall be defined as any medium or manual of*
8 *instruction which contains a systematic presentation of the principles of a subject and which*
9 *constitutes a major instructional vehicle for that subject.²*

10 *Supplementary instructional materials shall be defined as additional resources selected by educators*
11 *to enhance instruction in alignment with the Tennessee academic standards.*

12 **SELECTION OF BOARD APPROVED TEXTBOOKS AND INSTRUCTIONAL MATERIALS**

13 The selection of *Board approved* textbooks *and instructional materials* shall be completed according
14 to the laws and policies required by the State of Tennessee and the State Textbook *and Instructional*
15 *Materials Quality* Commission.³ The responsibility for *Board approved* textbook *and instructional*
16 *materials* selection rests with the local textbook selection committees, subject to approval by the Board.
17 The Board will appoint textbook selection review committees to review the *Board approved* textbooks
18 *and instructional materials* proposed for adoption. The committees shall be established by grade level
19 and subject matter fields.

20 The Executive Committee shall prepare a recommended list of committee members for the Board to
21 consider. Members of the committees shall be teachers, supervisors of teachers, and parents with children
22 currently enrolled in a school under the jurisdiction of the Board at the time of the appointment. Teachers
23 and supervisors who are appointed shall be teaching or supervising the respective grade level or subject
24 at the time of appointment, must be licensed in Tennessee with endorsements in the grade level or subject
25 matter, and must have at least three years of experience teaching in public schools. All committee
26 members shall be voting members. The Board may appoint experts in the grade level or subject matter
27 field for the textbooks and instructional materials to be reviewed.

28 The review shall include an examination as to whether the *Board approved* textbooks or instructional
29 materials:

- 1 • Conform to the standards for their subject areas or grade levels;
- 2
- 3 • Are free of any clear, substantive, factual or grammatical errors;
- 4
- 5 • Contain content that is accurate and free of bias;
- 6
- 7 • Comply with and reflect the values expressed in §49-6-1028(b), if the textbook or instructional
- 8 materials are being considered for adoption as a textbook or instructional materials for
- 9 education of students in general studies and specifically in United States history and this
- 10 nation's republican form of government.

11 Experts may be college professors or credentialed subject matter specialists. Upon recommendation by
12 the Superintendent, the Board shall determine whether an individual is a credentialed subject matter
13 specialist. Experts so appointed shall not be voting members of any committee but may present
14 information to the committee for consideration.

15 The Superintendent shall be an ex officio member of all committees appointed and shall not be a voting
16 member. Members of the Board may also serve as ex officio members. The textbook adoption
17 committees' selections will be submitted to the Board for approval.

18 All committee members must swear to the oath required by state law. The members of the committees
19 appointed shall serve for the length of time the adoption process for which they are appointed lasts.

20 At least one *set of publisher provided review materials* ~~copy of each text~~ to be considered by the
21 committees shall be available at the central office during the review period for examination by Board
22 members, WCS employees, and the general public. Online access to the textbooks and materials shall
23 be provided to the fullest extent possible. The public will be made aware of the dates the textbooks and
24 materials are available for review *prior to their adoption.*⁴

25 ***SELECTION OF SUPPLEMENTARY INSTRUCTIONAL MATERIALS***

26 *The responsibility for selection of supplementary instructional materials is delegated to the*
27 *professionally trained personnel employed by the school system. Selection of supplementary*
28 *instructional materials may involve many people including library media specialists, curriculum*
29 *specialists, teachers, students, principals, administrators, parents, and the community.*

30 *Gift supplementary instructional materials, meeting the selection standards, may be accepted.*

31 ***INSPECTION AND REVIEW***

32 *Board approved textbooks and/or instructional materials shall be available for inspection by*
33 *parents/guardians upon request. The Superintendent shall develop procedures for inspection of*
34 *materials and distribute these procedures to each principal.*⁵

35 ***CARE OF BOARD APPROVED TEXTBOOKS, INSTRUCTIONAL MATERIALS, AND*** 36 ***SUPPLEMENTARY INSTRUCTIONAL MATERIALS***

1 *Instructional materials supplied to students by the Board are district property, and the teacher shall*
2 *see that they are taken care of and returned by the close of the school year. Parents and guardians*
3 *shall accept full responsibility for the proper care, preservation, return, or replacement of*
4 *instructional materials that are issued to their children.*

5 *Fines may be assessed at the discretion of the principal in cases where the student or parent/guardian*
6 *damages, loses, or defaces the textbook or instructional material. The principal may include with the*
7 *notice a provision stating that failure to pay the fine imposed within a reasonable time may result in*
8 *the imposition of one of the following sanctions:*

- 9 *1. Refusal to issue any additional textbooks until restitution is made; or*
- 10
- 11 *2. Withholding all report cards, diplomas, certificates of progress, or transcripts until restitution*
12 *is made.*
- 13

14 *The principal also reserves the right to waive fines when appropriate.*

15 *RECONSIDERATION OF BOARD APPROVED TEXTBOOKS, INSTRUCTIONAL MATERIALS* 16 *AND SUPPLEMENTARY INSTRUCTIONAL MATERIALS⁶*

17 *If a complaint is filed by a parent/guardian, employee, or student regarding Board approved textbooks,*
18 *instructional materials and supplementary instructional materials, this process is to be followed:*

- 19 *1. Inform the complainant of the selection procedures and make no commitments.*
- 20
- 21 *2. Request the complainant to submit a Request for Reconsideration of Board Approved*
22 *Textbooks and Instructional Materials form.*
- 23
- 24 *3. Inform the principal (and other appropriate personnel).*
- 25
- 26 *4. Keep challenged materials available for use during the reconsideration process. The*
27 *materials shall be removed immediately if they:*
 - 28
 - 29 *a. Were created to align exclusively with Common Core; or*
 - 30
 - 31 *b. Are marketed or otherwise identified as Common Core textbooks or instructional*
32 *materials.*
 - 33
- 34 *5. Upon receipt of the completed form, the principal shall notify the Superintendent or*
35 *designee.*
- 36
- 37 *6. The principal shall request review of the challenged materials by an ad hoc materials review*
38 *committee within fifteen (15) working days. The ad hoc review committee is appointed by the*
39 *Superintendent or designee within seven (7) working days of receiving the request for review*
40 *and includes representatives from central office staff, classroom teachers, one or more*
41 *parents, and may include one or more students.*
- 42

1 7. *The ad hoc review committee shall take the following steps after receiving the challenged*
 2 *materials:*

- 3
- 4 a. *Read, view, or listen to the contested material in its entirety;*
 5 b. *Check general acceptance of the material by reading recognized and evaluative*
 6 *reviews;*
 7 c. *Determine the extent to which the material supports the curriculum;*
 8 d. *Complete the appropriate Checklist for Reconsideration of Board Approved*
 9 *Textbooks and Instructional Materials, judging the material for its strength and*
 10 *value; and*
 11 e. *Present decision to complainant and the Superintendent or designee.*
 12

13 *If the complainant or any affected employee of WCS wishes further action after receiving the*
 14 *decision of the ad hoc review committee, an appeal may be made to the Board of Education*
 15 *within fifteen (15) working days of the date of the ad hoc review committee decision. This appeal*
 16 *should be made in writing to the Superintendent of Schools who shall schedule the matter on the*
 17 *agenda of the next regular meeting of the School Board. If no appeal is filed within the above*
 18 *deadline, the determination of the ad hoc review committee shall be final for up to two (2) years.*
 19 *The decision of the Board may be binding for up to two (2) years, and the Board may determine*
 20 *the applicability of its decision throughout the district.*

Legal References

1. TCA 49-6-2207; TCA 49-2-203(a)(3)
2. TRR/MS 0520-05-01-.01
3. TCA 49-6-2207(c), (e), (f); TCA 49-6-2202(d); TRR/MS 0520-01-18-.02
4. 20 USCA § 1232h(a); TCA 49-6-7003
5. TCA 49-6-7003
6. TCA 49-1-302(a)(8); TCA 49-1-314; TCA 49-6-2206; *Public Acts of 2022, Chapter No. 1085*

Cross References

Surplus Property Sales 2.403
Library Materials 4.403
 Student Fees and Fines 6.709

Williamson County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: <i>Library Materials</i>	Descriptor Code: 4.403	Issued Date: 04/16/19
		Rescinds: 4.403	Issued: 06/03/14

1 The Board of Education supports principles of intellectual freedom inherent in the First Amendment of
2 the Constitution of the United States.¹

3 *The school librarians shall be responsible for library collection development. Library materials are*
4 *defined as print and non-print materials curated, processed, and inventoried by school librarians in*
5 *collaboration with building Principals. Library materials shall be reviewed to ensure the content*
6 *aligns with state law.¹ The library collection shall adhere to the following criteria:*

- 7 1. *Materials shall be suitable for and consistent with the educational mission of the school.*
8 Every effort will be made to provide materials that present many points of view concerning the
9 problems and issues of our times--international, national, and local. Instructional materials of
10 sound factual authority shall not be proscribed or removed from library shelves or classrooms
11 because of partisan or doctrinal approval/disapproval;
12
- 13 2. *Materials shall be appropriate for the age and maturity levels of the students who may access*
14 *them. The determining factor will be based on an assessment of any mature themes or*
15 *content (i.e., violence, sexual content, vulgar language, substance abuse);*
16
- 17 3. *Materials shall contain literary, historical, and/or artistic value and merit; and*
18
- 19 4. *The collection as a whole shall offer a variety of viewpoints.*

20 *School librarians shall be responsible for periodically reviewing the district's library collection in line*
21 *with these established standards.*

22 **COMPLAINTS**

23 *If a complaint about library materials is made by an employee, student, or parent/guardian, this*
24 *process is to be followed:*

- 25 1. *Inform the complainant of the selection procedures and make no commitments.*
26
- 27 2. *Request the complainant to submit a Request for Reconsideration of Library Materials form.*
28
- 29 3. *Inform the principal (and other appropriate personnel).*
30
- 31 4. *Keep challenged materials available for use during the reconsideration process.*
32

- 1 5. *Upon receipt of the completed form, the principal shall notify the Superintendent or his/her*
2 *designee.*
- 3
- 4 6. *The principal shall request review of the challenged materials by an ad hoc materials review*
5 *committee within fifteen (15) days. The review committee is appointed by the principal and*
6 *includes certified library media personnel, representatives from classroom teachers, one or*
7 *more parents, and may include one or more students. The principal will inform the*
8 *Superintendent or his/her designee of the review committee's progress.*
- 9
- 10 7. *The review committee shall take the following steps after receiving the challenged materials:*
11
12 *a. Read, view, or listen to the contested material in its entirety;*
13 *b. Check general acceptance of the material by reading recognized and evaluative*
14 *reviews;*
15 *c. Determine the extent to which the material supports the educational mission of the*
16 *school;*
17 *d. Complete the appropriate Checklist for Reconsideration of Library Materials, judging*
18 *the material for its strength and value; and*
19 *e. Present recommendation to principal for further action and to the Superintendent*
20 *and the Board.*
- 21
- 22 8. *The Board shall read the library material(s), review the recommendation presented by the*
23 *review committee, and make the determination whether the material is appropriate for the*
24 *age and maturity levels of the students who have access to the materials and whether the*
25 *material is suitable for, and consistent with, the educational mission of the school.*
- 26
- 27 9. *If it is determined that the material is not appropriate for the age and maturity levels of the*
28 *students who have access to them or is not suitable for, and consistent with, the educational*
29 *mission of the school, the Board shall require the school to remove the material from the*
30 *library collection.*
- 31

32 If the complainant or any affected school employee wishes further action after receiving the
33 decision of the committee, an appeal may be made to the Board of Education within fifteen
34 (15) working days of the date of the committee decision. This appeal should be made in writing
35 to the Superintendent of Schools who shall schedule the matter on the agenda of the next
36 regular meeting of the School Board. If no appeal is filed within the above deadline, the
37 determination of the review committee shall be final.

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982); *Public Acts of 2022, Chapter No. 744*

Cross References

Textbooks and Instructional Materials 4.401
School and System Websites 4.407

Williamson County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Employment of Retirees	Descriptor Code: 5.119	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Superintendent of Schools may hire a retired individual if certain conditions are met as provided
3 for in state law.

4 **EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS**

5 Teachers who retire under the Tennessee Consolidated Retirement System (TCRS) may be employed
6 for up to one hundred twenty (120) days per year without loss of retirement benefits. Retired teachers
7 may substitute teach for additional days if the Superintendent of Schools certifies in writing to the
8 Division of Retirement that no other qualified personnel are available to substitute teach.¹

9 **EMPLOYMENT CONTRACTS FOR ONE YEAR**

10 The Superintendent of Schools may employ teachers retired for at least one (1) year for full-time
11 employment as a kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement
12 benefits will not be lost or suspended under certain conditions which include, but are not limited to, the
13 following:²

- 14 1. The Superintendent of Schools of the employing district shall certify in writing that no other
15 qualified individuals are available to fill the position;
- 16
17 2. The Commissioner of Education shall certify that the employing school district serves an area
18 that lacks qualified teachers to serve in the position to be filled;
- 19
20 3. The retired teacher shall hold a valid license and shall not be entitled to tenure status;
- 21
22 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or
23 receive medical insurance coverage; and
- 24
25 5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the
26 Board for teachers with no experience filling similar positions or more than eighty-five percent
27 (85%) of the rate of compensation set by the Board for teachers with comparable training and
28 years of experience filling similar positions.

1 ***ADDITIONAL EMPLOYMENT OPTION FOR RETIREES³***

2 ***Retired members of TCRS or a similar system may be offered reemployment for up to one (1) year as***
3 ***a kindergarten through twelfth (K-12) grade teacher, substitute teacher, or bus driver under the***
4 ***following conditions:***

- 5 ***1. The retired member has been retired for at least sixty (60) calendar days;***
6
7 ***2. The retirement benefit payable to the retired member is reduced to seventy percent (70%) of***
8 ***the retirement allowance;***
9
10 ***3. The retired member's employment can't be longer than a one (1) year period; however, the***
11 ***retired member can be reemployed for additional one (1) year periods;***
12
13 ***4. The retired member is not drawing disability retirement benefits; and***
14
15 ***5. The retired member can't accrue additional retirement benefits.***

16 ***The Superintendent of Schools shall notify TCRS of the member's reemployment and certify in***
17 ***writing that the retired member has the required experience and training for the position and that***
18 ***no other qualified persons are available to fill the position.***

19 ***Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state***
20 ***law. The school district shall pay to TCRS during the period of reemployment the greater of (1) a***
21 ***payment equal to the amount the school district would have contributed to TCRS; or (2) an amount***
22 ***equal to five percent (5%) of the retired member's pay rate.***

Legal References

1. TCA 8-36-805
2. TCA 8-36-821
3. ***Public Acts of 2022, Chapter No. 821***

Cross References

Application and Employment 5.106
Substitute Teachers 5.701

Williamson County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 08/16/21
		Rescinds: 5.200	Issued: 04/19/21

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, 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 conference,
13 if requested within five (5) days; and (3) given a written decision of the suspension within ten (10) days.
14 Both parties may be represented by counsel at the conference, which shall be recorded.

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

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

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

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

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

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

29 The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the
30 parties or the attorneys for the parties, or both, to appear before the hearing officer for simplification of

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

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

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

18 **RESIGNATION**

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

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

- 24 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
25 statement of a physician approved by the Board;
- 26
- 27 2. The drafting of a teacher into military service by a selective service board; and
- 28
- 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 Any teacher on leave shall notify the Superintendent of Schools in writing at least thirty (30) days prior
32 to the date of return if the teacher does not intend to return to the position from which he/she has taken
33 leave. Failure to render such notice may be considered a breach of contract.⁷

34 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
35 the State Board of Education and request the suspension of a teacher's license. After the State Board of
36 Education has provided the teacher an opportunity for defense during a hearing, the State Board of
37 Education may suspend the license for no less than thirty (30) and no more than three hundred sixty-
38 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)
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: 08/16/21
		Rescinds: 5.201	Issued: 04/19/21

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 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 sent to the employee by certified
28 mail or overnight carrier, or by email within five (5) business days following the last instructional
29 day for the school year.³ *If the reason for nonrenewal is due only to a loss of funding for the*
30 *position, then the notice shall include a statement listing it as the cause for nonrenewal.*⁴

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.⁵ 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:⁶

- 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.⁷

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

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 49-2-301(b)(1)(EE); TCA 49-5-512
3. TCA 49-5-409
4. *Public Acts of 2022, Chapter No. 678*
5. TCA 49-5-508
6. TCA 49-5-411(a)
7. TCA 49-5-706
8. TCA 49-5-411(b)
9. ~~TCA 8-36-805~~
10. ~~TCA 8-36-821~~

Cross References

- Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

Williamson County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Substitute Teachers	Descriptor Code: 5.701	Issued Date: 09/16/19
		Rescinds: 5.701	Issued: 06/06/14

1 Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies.^{1,2}
2 Substitute teachers may be employed and paid directly by the Board.

3 Substitute teachers employed by third party entities shall be subject to the same unemployment benefit
4 eligibility conditions as substitute teachers employed directly by the board of education.²

5 The principal or his/her designee will secure a substitute when the teacher notifies the principal that:

- 6 1. A sick day will be taken; or
- 7 2. Severity of hardship or emergency exists at the time a personal leave day or bereavement day is
8 requested. A teacher may arrange for his or her own substitute when such action is voluntary on
9 the part of the teacher.

10 APPLICATION/QUALIFICATIONS

11 Criminal history record checks and fingerprinting of applicants for substitute teaching are required.³

12 Applicants with revoked licenses or certificates according to the Department of Education shall not be
13 hired.⁴

14 Qualifications for substitute teachers shall be determined by the Superintendent of Schools in compliance
15 with state laws and regulations.

16 A list of substitute teacher(s) will be prepared by the Assistant Superintendent of Human Resources or
17 his/her designee who will maintain file(s) which may include transcripts, credentials, recommendations,
18 and other pertinent information.

19 COMPENSATION

20 If employed directly by the system, the compensation of substitute teachers shall be determined annually
21 by the Board.

22 Retired teachers serving as substitutes who do not have an active teaching license shall be paid the same
23 as a retired substitute teacher with an active teaching license. This only applies to teachers who retired
24 after July 1, 2011 through July 1, 2016.⁵

25 CERTIFICATION

26 When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a
27 substitute teacher must possess a teaching certificate with endorsement in the discipline(s) to be taught

1 or shall be a retired teacher that held the appropriate endorsement.⁶ When substituting for a teacher
2 without sick leave, the substitute shall be certified and paid according to the state salary schedule.¹

3 ~~Retired teachers may substitute one hundred twenty (120) days per year without loss of retirement~~
4 ~~benefits¹ and may substitute for additional days if the Superintendent of Schools certifies in writing to~~
5 ~~the division of retirement that no other qualified personnel are available to substitute teach.⁷~~

6 **EMERGENCY NEEDS**

7 All teacher aides, secretaries, and clerks are approved substitute teachers for use in emergency situations.
8 Emergency use shall be defined as less than a full day due to the regular or substitute teacher being
9 unable to arrive on time or remain for the full day.

10 Said substitutes shall receive the proportionate equivalent salary regular substitute teachers would
11 receive under similar circumstances or their regular salary, if higher; however, they shall not receive pay
12 for both positions at the same time.

13 **TRAINING AND ORIENTATION**

14 The Superintendent of Schools shall be responsible for ensuring that there are appropriate training and
15 development programs for substitute teachers.

16 **RESPONSIBILITIES**

17 Substitute teachers shall assume the same responsibilities as the regular teacher, including, but not
18 limited to, bus duty and playground supervision.

19 **RE-EMPLOYMENT/TERMINATION**

20 On an annual basis, the Superintendent of Schools, with input from the principals, shall determine which
21 substitute teachers performed at an acceptable level. Substitute teachers who performed below an
22 acceptable level shall not be re-employed.

23 All substitutes shall be responsible for providing correct addresses and phone numbers and for notifying
24 the principal and/or third-party employer if they wish to terminate their service as substitutes.

Legal References

1. TRR/MS 0520-01-02-.04(5)
2. TCA 49-5-709
3. TCA 49-5-413(a)(2)
4. TCA 49-2-203
5. TCA 49-3-312(b)
6. TCA 49-3-312(a); TRR/MS 0520-01-02-.04(5)(b)
7. ~~TCA 8-36-805~~

Williamson County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Instructional Materials	Descriptor Code: 4.400	Issued Date: 06/17/19
		Rescinds: 4.400	Issued: 06/17/13

1 All instructional personnel, as a part of their orientation program, shall at the school level receive
2 information regarding instructional materials available, use procedures, and a briefing on operating the
3 equipment from a competent media specialist.

4 The principal, or a committee appointed by the principal, shall screen all instructional materials that are
5 being considered for purchase. The principal, or the committee, is to be responsible for coordination of
6 the use of instructional aids at the school and to encourage optimal and equitable use. Textbooks and/or
7 instructional materials shall be available for inspection by parents/guardians upon request. The
8 Superintendent shall develop procedures for inspection of materials and distribute these procedures to
9 each principal.¹

10 Instructional media may be selected and used by the individual teacher as part of regular classroom
11 instruction provided that the media clearly relate to the objectives and content of the scope and sequence
12 or to significant current events. Electronic media used for instructional purposes, including but not
13 limited to software, online subscriptions, e-books and digital texts, must be vetted prior to purchase
14 and/or use in the district to assure products are aligned to the WCS scope and sequence and comply with
15 Board of Education policies, the WCS Computer Guidelines, and stipulations of the Children's Online
16 Protection Act 47 USC Section 231 (COPPA), the Family Education Rights and Privacy Act (FERPA),
17 and the Children's Internet Protection Act (CIPA).

18 Instructional materials supplied to students by the Board are district property, and the teacher shall see
19 that they are taken care of and returned by the close of the school year.

20 Parents and guardians shall accept full responsibility for the proper care, preservation, return, or
21 replacement of instructional materials that are issued to their children.

22 The selection of equipment shall be made according to the instructional needs of the schools and state
23 guidelines.

Legal References

1. 20 USCA § 1232h; 34 CFR § 98.3;
TCA 49-6-7003

Williamson County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Selection of Instructional Materials	Descriptor Code: 4.402	Issued Date: 06/17/19
		Rescinds: 4.402	Issued: 08/20/01

1 The Board will seek to provide a wide range of instructional materials on all levels of difficulty, with
2 diversity of appeal, and the presentation of different points of view and will provide procedures for
3 review and reconsideration of allegedly inappropriate instructional materials.

4 *Objectives of Selection*

5 In order to assure that instructional materials are an integral part of the educational program, the
6 following selection objectives are adopted:

- 7 1. To provide materials that will enrich and support the curriculum and personal needs of the
8 students, taking into consideration their varied interests, abilities, and learning styles;
9
- 10 2. To provide materials that will stimulate growth in factual knowledge, literary appreciation,
11 aesthetic values, and ethical standards;
12
- 13 3. To provide a background of information which will enable pupils to make intelligent judgments
14 in their daily lives;
15
- 16 4. To provide materials on opposing sides of controversial issues so that students may develop,
17 under guidance, the practice of critical analysis;
18
- 19 5. To provide materials which realistically represent our pluralistic society and reflect the
20 contributions made by these groups and individuals to our American heritage; and
21
- 22 6. To place principles above personal opinion and reason above prejudice in the selection of
23 materials of the highest quality in order to assure a comprehensive media collection appropriate
24 for the users.

25 *Responsibility for Materials Selection*

26 The responsibility for selection of instructional materials is delegated to the professionally-trained
27 personnel employed by the school system.

28 Selection of materials may involve many people including library media specialists, teachers, students,
29 principals, administrators, parents and the community.

30 Gift materials, meeting the selection standards, may be accepted.

1 *Selection Criteria and Procedures for School Media Centers*

- 2 1. Selection should be consistent with the goals and objectives of the instructional program based
3 on knowledge of the students and teachers to be served.
4
- 5 2. Selection should be made to provide balance in materials that present different points of view
6 concerning current problems and issues.
7
- 8 3. Selection should be made based on a knowledge of the existing collections of materials in the
9 media center and in the classrooms.
10
- 11 4. Selection should be made using reputable, unbiased, professionally-prepared selection aids.
12
- 13 5. Selection should be a continuing process throughout the school year as new suggestions of staff
14 members and students are evaluated and materials already purchased are reevaluated to
15 determine their current or lasting contributions to the educational program of the school.
16
- 17 6. Gift materials should be judged upon the same basis as the library media center's own
18 purchases. Gift materials meeting the selection standards may be accepted, although the library
19 media specialist reserves the right to decide whether or not the material shall be placed in the
20 library media center.