



## **Williamson County Board Policy Committee**

September 6, 2022 6:00 PM

Williamson County Administrative Complex Training Center, 1st Floor

### **1. Agenda**

#### **2. Board Policies Second 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

#### **3. Board Policies for Deletion Second Reading**

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

#### **4. Board Policies First Reading**

- a. 4.210 Credit Recovery for Courses Taken in High School
- b. 4.214 Virtual Education Program
- c. 4.604 Credit for Prior Courses

#### **5. Policies for Discussion**

- a. 5.706 PTO Funded Positions
- b. 6.310 Dress Code

# Williamson County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term:  <b>Purchasing</b>	Descriptor Code: <b>2.805</b>	Issued Date: <b>02/17/20</b>
		Rescinds: <b>2.805</b>	Issued: <b>09/21/17</b>

## 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.<sup>1</sup>

## 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.<sup>2</sup>

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.<sup>3</sup> 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.<sup>3</sup>

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.<sup>4</sup>

### 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.<sup>5</sup>

### 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.

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Legal References

1. TCA 49-2-203(a)(3); *TCA 12-3-1212*
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); *TCA 12-3-1212*
4. TCA 29-20-407; TCA 12-3-1209; TCA 12-4-107; *TCA 12-3-1209*
5. *Tennessee Internal School Uniform Accounting Procedure Manual*, Section 4-8

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Cross References

Executive Committee 1.301  
Purchase Orders and Contracts 2.808

# Williamson County Board of Education

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

1 **ASBESTOS<sup>1</sup>**

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.

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Legal References

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

# Williamson County Board of Education

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term: <b>Instructional Standards</b>	Descriptor Code: <b>4.101</b>	Issued Date: <b>08/16/21</b>
		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.<sup>1</sup> The Superintendent of Schools shall develop administrative procedures to  
3 implement this policy.

## 4 **STATE STANDARDS<sup>2</sup>**

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.<sup>1</sup>

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.*<sup>3</sup>

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### 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; TCA 49-6-2206*
3. *TRR/MS 0520-12-04*

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### Cross References

*Textbooks and Instructional Materials 4.401*

# Williamson County Board of Education

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

## 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.*<sup>1</sup> The Board shall provide a wide  
4 range of textbooks and instructional materials that cover all levels of difficulty, generate critical thinking,  
5 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.*<sup>2</sup>

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.<sup>3</sup> 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.*<sup>4</sup>

## 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, instructional materials and/or *supplementary instructional materials* shall  
33 be available for inspection by parents/guardians upon request. The Superintendent shall develop  
34 procedures for inspection of materials and distribute these procedures to each principal.<sup>5</sup>

## 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 see  
2 that they are taken care of and returned by the close of the school year. Parents and guardians shall accept  
3 full responsibility for the proper care, preservation, return, or replacement of instructional materials that  
4 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 MATERIALS***<sup>6</sup>

17 ~~*If a complaint is filed*~~ *A complaint about Board approved textbooks, instructional materials and*  
18 *supplementary instructional materials may only be made by a current WCS parent/guardian,*  
19 *employee, or student. regarding Board approved textbooks, instructional materials and supplementary*  
20 *instructional materials If there is a complaint, this process is to be followed:*

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

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

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

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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; *TCA 49-6-2206*

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Cross References

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

# Williamson County Board of Education

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

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

3 *The school librarians shall be responsible for library collection development of the library materials*  
4 *physically located in the school's library. Teachers shall be responsible for library collection*  
5 *development for the materials maintained in a teacher's classroom. Library materials are defined as*  
6 *print and non-print materials curated, processed, and inventoried by school librarians and/or*  
7 *classroom teachers in collaboration with building Principals, but does not include materials made*  
8 *available to students as part of a course curriculum. Library materials shall be reviewed to ensure*  
9 *the content aligns with state law.<sup>1</sup> The library collection shall adhere to the following criteria:*

- 10 1. *Materials shall be suitable for and consistent with the educational mission of the school.*  
11 Every effort will be made to provide materials that present many points of view concerning the  
12 problems and issues of our times--international, national, and local. Instructional materials of  
13 sound factual authority shall not be proscribed or removed from library shelves or classrooms  
14 because of partisan or doctrinal approval/disapproval;  
15
- 16 2. *Materials shall be appropriate for the age and maturity levels of the students who may access*  
17 *them. The determining factor will be based on an assessment of any mature themes or*  
18 *content (i.e., violence, sexual content, vulgar language, substance abuse);*  
19
- 20 3. *Materials shall contain literary, historical, and/or artistic value and merit; and*  
21
- 22 4. *The collection as a whole shall offer a variety of viewpoints.*

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

## 25 **COMPLAINTS**

26 *A complaint about library materials may only be made by a current WCS employee, student, or*  
27 *parent/guardian. If there is a complaint, this process is to be followed:*

- 28 1. *Inform* the complainant of the selection procedures and make no commitments.  
29
- 30 2. Request the complainant to submit a Request for Reconsideration of *Library* Materials form.  
31
- 32 3. Inform the *principal* and other appropriate personnel.

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

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.

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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); *TCA 49-6-3803*

Cross References

Textbooks and Instructional Materials 4.401  
School and System Websites 4.407

# Williamson County Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Employment of Retirees</b>	Descriptor Code: <b>5.119</b>	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.<sup>1</sup>

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:<sup>2</sup>

- 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 RETIREES<sup>3</sup>***

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.***

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Legal References

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

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Cross References

Application and Employment 5.106  
Substitute Teachers 5.701

# Williamson County Board of Education

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

## 1 **SUSPENSION PENDING AN INVESTIGATION<sup>1</sup>**

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<sup>2,3</sup>**

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 DAYS<sup>4</sup>**

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.<sup>5</sup>

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

- 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.<sup>7</sup>

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.<sup>8</sup>

## 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.<sup>9</sup>~~

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:<sup>10</sup>~~

- 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.~~

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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~~

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Cross References

Public Hearings 1.401  
Recommendations and File Transfers 5.203

# Williamson County Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Separation Practices for Non-Tenured Teachers</b>	Descriptor Code: <b>5.201</b>	Issued Date: <b>08/16/21</b>
		Rescinds: <b>5.201</b>	Issued: <b>04/19/21</b>

## 1 **SUSPENSION PENDING AN INVESTIGATION<sup>1</sup>**

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 LESS<sup>2</sup>**

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 DAYS<sup>2</sup>**

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.<sup>3</sup> *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.*<sup>4</sup>

## 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.<sup>5</sup> 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:<sup>6</sup>

- 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.<sup>7</sup>

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.<sup>8</sup>

#### 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.<sup>8</sup>~~

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:<sup>9</sup>~~

- 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.

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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. *TCA 49-5-409(b)*
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~~

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Cross References

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

# Williamson County Board of Education

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

1 Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies.<sup>1,2</sup>  
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.<sup>2</sup>

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.<sup>3</sup>

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

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.<sup>5</sup>

## 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.<sup>6</sup> When substituting for a teacher  
2 without sick leave, the substitute shall be certified and paid according to the state salary schedule.<sup>1</sup>

3 ~~Retired teachers may substitute one hundred twenty (120) days per year without loss of retirement~~  
4 ~~benefits<sup>1</sup> 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.<sup>7</sup>~~

## 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.

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

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.<sup>1</sup>

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.

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## Legal References

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

# Williamson County Board of Education

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

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.

# Williamson County Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Credit Recovery for Courses Taken in High School</b>	Descriptor Code: <b>4.210</b>	Issued Date: <b>06/17/19</b>
		Rescinds:	Issued:

1 **GENERAL<sup>1</sup>**

2

3 The Superintendent of Schools shall ensure that credit recovery facilitators receive training regarding  
4 course organization, online instruction management, and related technology.

5 Credit recovery teachers shall comply with all State Board of Education certification requirements.<sup>1</sup>

6 **ADMISSION AND REMOVAL<sup>2</sup>**

7 No student shall be admitted to or otherwise enrolled in credit recovery courses unless:

8

- 9 1. The student's parent/guardian gives written consent for the student to enroll in the proposed  
10 credit recovery course. Parent(s)/guardian(s) should be informed that not all postsecondary  
11 institutions will accept credit recovery courses for credit and that the NCAA Clearinghouse will  
12 not accept credit recovery courses for credit; and
- 13 2. The student has previously taken an initial, non-credit recovery section of the proposed course.  
14 Credit recovery is designed to be a remediation option for students, and a credit recovery  
15 course shall not be the first time a student is exposed to the course content.
- 16 3. The student mastered at least fifty percent (50%) of the course standards as evidenced by the  
17 course grade in non-credit recovery section of the course or a diagnostic assessment. Students  
18 who mastered below fifty percent (50%) of the course standards as evidenced by the course  
19 grade in a non-credit recovery section of the course or a diagnostic assessment, must re-take the  
20 course.

21 If a student is seeking to recover credit for the first semester of a two-semester course, the student may  
22 not receive the full credit for the course until he/she has enrolled in and passed the second semester of  
23 the course and taken any applicable End of Course examinations.

24 The Board shall track students enrolled in credit recovery courses as directed by the Tennessee  
25 Department of Education.

26 **INSTRUCTION AND CONTENT<sup>1</sup>**

27 Credit recovery teachers shall work closely with credit recovery facilitators to correlate class content  
28 and instruction.

1 The Superintendent of Schools shall ensure that all credit recovery courses:

- 2 1. Align with Tennessee’s current academic standards for the relevant course content area, as  
3 approved by the State Board of Education; and  
4
- 5 2. Differentiate instruction to address individual student growth needs based on diagnostic  
6 assessment or End of Course data.

7 Students in credit recovery programs shall:

- 8 1. Complete a course skill-specific diagnostic to determine skill-specific goals;  
9
- 10 2. Meet individual skill-specific goals in a flexible time frame as established by identified student  
11 need; and  
12
- 13 3. Master all individualized skill-specific goals as established by the diagnostic process in order to  
14 earn credit.  
15

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

17 Students passing credit recovery shall receive a grade of *sixty percent (60%)*. ~~seventy percent (70%)~~.

18 Grades awarded in credit recovery courses shall adhere to the State Board of Education’s Uniform  
19 Grading Policy.

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### Legal References

1. State Board of Education Policy 2.103(VII)(2)
2. State Board of Education Policy 2.103(VII)(3)
3. State Board of Education Policy 2.103(VII)(5)(e)

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### Cross References

Grading System 4.600  
Promotion and Retention 4.603

# Williamson County Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Virtual Education Program</b>	Descriptor Code: <b>4.214</b>	Issued Date: <b>01/18/22</b>
		Rescinds: <b>4.214</b>	Issued: <b>09/20/21</b>

## 1 *General*

2 The Williamson County Schools virtual education program is a course or series of courses offered by a  
3 school district to provide students a broader range of educational opportunities through the use of  
4 technology. Utilizing this program is temporary and shall not replace a student's regular instructional  
5 program.<sup>1</sup>

6 A student may participate in a virtual education program without enrolling in a virtual school;  
7 provided, however, that the student must be enrolled at the school where the student receives the  
8 majority of the student's instruction each school year.<sup>1</sup>

9 Class size ratios for the virtual education program shall comply with the requirements as outlined in  
10 state law.<sup>2</sup>

11 Virtual education programs<sup>3</sup> shall be made available to students for the following purposes:

- 12 1. Continuity of educational service for students who are homebound;<sup>4</sup> ~~and~~
- 13 2. Continuity of educational service for students who are quarantining; *and*<sup>5</sup>
- 14 3. *Up to two (2) days per semester for continuity of educational service when the district utilizes*  
15 *remote instruction due to dangerous or extreme weather conditions, a serious outbreak of*  
16 *illness affecting or endangering students or staff, or during the administration of end of*  
17 *course examinations or other examinations as allowed per state law.*<sup>6</sup>

## 20 **ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

21 Students shall be eligible to utilize a virtual education program if participating in one of the above  
22 educational opportunities. The following factors shall also be taken into consideration when  
23 determining eligibility:

- 24 1. Attendance;
  - 25 2. Grades; and
  - 26 3. Behavioral record.
- 27  
28  
29

## 1 ATTENDANCE

2 Student attendance in the virtual education program shall adhere to the general requirements of board  
3 policy 6.200 and any relevant administrative procedures.

4 Methods of confirming student attendance shall include two or more of the following:

- 5 1. Students participating in a phone call with a teacher, with parent/guardian support as  
6 appropriate for the age of the student;  
7
- 8 2. Students participating in synchronous virtual instruction;  
9
- 10 3. Students completing work in a learning management system;  
11
- 12 4. Students submitting work via hard-copy or virtual formats; or  
13
- 14 5. Student completion of an online assessment.

## 15 REMOVAL FROM VIRTUAL EDUCATION PROGRAM

16 A student may be removed from the virtual education program or denied future enrollment in a virtual  
17 education program based on disciplinary issues, attendance issues, or poor academic performance.

18 Before a student is removed based on poor academic performance, the following interventions shall  
19 occur:

- 20 1. Notification of parent/guardian; and  
21
- 22 2. One-on-one assessment conducted by the principal/designee regarding any learning needs and  
23 academic performance.

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### Legal References

1. TRR/MS 0520-01-03-.05(2)
2. TCA 49-1-104(h); State Board of Education Policy 3.206
3. TCA 49-16-101; TRR/MS 0520-01-03-.05(2)(a)
4. TRR/MS 0520-01-02-.10; TRR/MS 0520-01-09-.07
5. TRR/MS 0520-01-13-.01(1)(d)(1)
6. ***TCA 49-6-3004***

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### Cross References

- Homebound Instruction 4.206  
Credit Recovery 4.210

# Williamson County Board of Education

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term: <b>Credit for Prior Courses</b>	Descriptor Code: <b>4.604</b>	Issued Date: <b>09/20/21</b>
		Rescinds: <b>4.604</b>	Issued: <b>06/17/19</b>

1 Students enrolled in grades 9 -12 who have completed a course equivalent to a high school level course  
2 may earn high school credit toward graduation. Students may earn credit toward graduation upon passing  
3 a comprehensive written examination in accordance with standards determined as follows:<sup>1</sup>

- 4 1. The examination shall provide evidence that the students have mastered all of the terminal  
5 objectives in the applicable curriculum framework adopted by the State Board of Education and  
6 shall be scored and graded on the same scale as for high school students who enroll in the  
7 course for which credit is being given.  
8
- 9 2. Students must score ~~70 or better on~~ *proficient as determined by* the comprehensive written  
10 examination in order to receive credit toward high school graduation.  
11
- 12 3. The course name and a course grade of pass will be entered on the high school transcript with  
13 the notation “Cr. Ex.” for Credit by Exam beside the course.  
14
- 15 4. Students eligible to test for credit may include students transferring from a district which does  
16 not place high school courses taken at the middle school level on the high school transcript or  
17 beginning 9th grade students with no high school transcript. The WCS school must, however,  
18 receive an official grade report along with documentation from the previous school that  
19 confirms that the student has completed a high school level course at the middle school level  
20 before testing for credit can occur.  
21
- 22 5. In order for a student to test for credit, the WCS school must receive an official grade report  
23 with documentation from the previous school to confirm the student has completed a course for  
24 high school credit.

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## Legal References

1. TCA 49-6-1202; State Board of Education Policy 2.102

# Williamson County Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term:  <b>PTO Funded Positions</b>	Descriptor Code: <b>5.706</b>	Issued Date: <b>06/06/14</b>
		Rescinds: <b>5.706</b>	Issued: <b>06/20/05</b>

- 1 Parent-Teacher Organization funded positions shall be limited to classified positions (i.e. secretaries
- 2 and teacher assistants) and may occur only after the annual approval of the Board of Education.
- 3 Professional licensed positions shall not be funded by a Parent-Teacher Organization or other similar
- 4 types of organizations. Completion of an intent to fund agreement must be signed annually by the
- 5 requesting organization and submitted to the Superintendent of Schools. The intent to fund a position
- 6 must be made known in writing during the budget making process. Further, the Organization shall
- 7 renew its intent in writing yearly during the budget making process to insure continuation of the
- 8 position. Failure to make the intent known during the appropriate time shall cause the position to be
- 9 eliminated and a reduction in force action will begin. In subsequent years, if the organization desires to
- 10 reinstate the position, the Organization shall make its intent known during the budget making process
- 11 and forward a written request to the Superintendent of Schools and receive Board approval.
  
- 12 Prior to the first day of employment, the Organization shall have deposited with Williamson County
- 13 Schools sufficient funds for the position. Payment may be made per semester but shall be deposited
- 14 before the first day of the semester. In the event that sufficient funds are not deposited by the 1st day of
- 15 the second semester, the employee shall be terminated. The Organization is responsible for the entire
- 16 cost of a position requested by the organization including background investigations, benefits,
- 17 longevity if applicable and subsequent raises. A final accounting procedure regarding actual hours
- 18 worked, for under or overpayment of funds will be performed at the conclusion of the school year. A
- 19 refund will be sent to the organization for excess funds. If additional funds are required from the
- 20 Organization, the Organization shall have 30 days from notice to settle the account.
  
- 21 Upon approval by the Board, and the deposit of sufficient funds, a qualified candidate will be hired
- 22 using normal hiring procedures of Williamson County Schools (including but not limited to,
- 23 experience verification, background checks). An employee in a Parent-Teacher Organization funded
- 24 position is the employee of Williamson County Schools and is not an employee of the Parent-Teacher
- 25 Organization.
  
- 26 Rule of construction: For the Fall Semester 2005, schools may continue to pay quarterly.

# Williamson County Board of Education

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term:  <b>Dress Code</b>	Descriptor Code: <b>6.310</b>	Issued Date: <b>11/18/19</b>
		Rescinds: <b>6.310</b>	Issued: <b>02/20/17</b>

1 In order for WCS to maintain a safe learning environment that minimizes distractions, the minimum  
2 standards for acceptable clothing during the school day are as follows:

- 3 1 . Tops of shoulders must have a minimum of a 1-inch strap unless otherwise covered by an  
4 opaque top garment;
- 5 2 . Skin and undergarments must be covered with opaque clothing from the underarm to midhigh.  
6 Mid-thigh is defined as the mid-point between the waist and mid-knee;
- 7 3 . All pants, trousers, shorts and skirts must be held at the waist;
- 8 4 . Leggings and other compression-style garments may be worn so long as an opaque top garment  
9 covers the private body parts;
- 10 5 . Hats may be worn in buildings with the permission of building administration;
- 11 6 . Appropriate shoes are required;
- 12 7 . Any type of clothing, apparel or accessory, including that which denotes such students'  
13 membership in or affiliation with any gang associated with criminal activities is not permitted  
14 (TCA 49-6-4215).

15 Any apparel or dress that advertises or promotes products or activity prohibited by law or by the Board  
16 of Education is prohibited (e.g., profanity, illustrations, or suggestive language, etc).

17 Student uniforms related to student extra-curricular activities (band, cheerleading, dance, sports team,  
18 etc.) must be in compliance with this policy during the academic day.

19 Any apparel or dress that is potentially disruptive to the learning environment or educational process is  
20 not permitted. Any apparel or dress that is dangerous to the health or safety of students or the lawful,  
21 peaceful operation of the school is not permitted.

22 Administrators and teachers shall enforce the dress code policy. The principal or his/her designee shall  
23 be the final judge as to compliance with the dress code.