

HICKMAN COUNTY BOARD OF EDUCATION  
REGULAR BOARD MEETING---August 2, 2021

The Hickman county Board of Education met on August 2, 2021, at 7:00 PM in Room 203 of the Central Office Building.

Call To Order

Moment of Silence

Pledge of Allegiance

Approval of July 12, 2021 Regular Board Meeting Minutes

Approval of Agenda

Special Recognition

Employee of the Month

Student Recognition of HCHS JROTC

School Nutrition Team

Communications to the Board

Director's Report

Financial Report

OPEB Trust Quarterly Statement

Items Requiring Board Action

Budget Amendments

Tennis Expansion Pilot

JUUL Lawsuit Participation

2021-2022 Audit Contract

Revised Board Policies 4.206, 4.212 (1st Reading)

Revised Board Policies 1.8011, 3.205, 3.211, 3.220, 4.101, 4.205, 4.2013, 4.301, 4.605, 4.700, 5.106, 5.117, 5.200, 5.201, 6.200, 6.202, 6.319, 6.402 (2nd Reading)

Board Policy Review - 1.100--1.202

Announcement

Adjourn

Monday, July 12, 2021  
REGULAR BOARD MEETING MINUTES

The Hickman County Board of Education met in regular session on Monday, July 12, 2021, at 7:00 p.m. in Room 203 of the Central Office building. School board members in attendance at the meeting were Chair Amy Bryant, Tim Hobbs, Steve Gianakos, Jane Herron, and Jim Hudgins. Ron Gammons and Vance Willis were absent from the meeting.

Chair Amy Bryant asked the group to observe a moment of silence.

Chair Amy Bryant led the group in reciting the Pledge of Allegiance.

Jane Herron made a motion to approve the minutes from the board meeting held on Monday, June 7, 2021. Tim Hobbs seconded the motion.

Monday, June 7, 2021  
REGULAR BOARD MEETING MINUTES

The Hickman County Board of Education met in regular session on Monday, June 7, 2021, at 7:00 p.m. in Room 203 of the Central Office building. School board members in attendance at the meeting were Chair Amy Bryant, Tim Hobbs, Ron Gammons, Jane Herron, and Vance Willis. Steve Gianakos and Jim Hudgins were absent from the meeting.

Chair Amy Bryant asked the group to observe a moment of silence.

Ron Gammons led the group in reciting the Pledge of Allegiance.

Jane Herron made a motion to approve the minutes from the board meeting held on Monday, May 3, 2021. Ron Gammons seconded the motion. On a voice vote, the motion was approved 5-0.

Vance Willis made a motion to approve the agenda for the June 7, 2021 meeting. Ron Gammons seconded the motion.

The Hickman County Board of Education will meet in regular session on Monday, June 7, 2021, at 7:00 p.m. in Room 203 of the Board of Education Central Office. A work session will be held at 6:00 p.m. in Room 203.

- I. Call to Order
- II. Moment of Silence
- III. Pledge of Allegiance
- IV. Approval of May 3, 2021 Regular Board Meeting Minutes
- V. Approval of May 10, 2021 Special Called Board Meeting Minutes
- VI. Approval of May 17, 2021 Special Called Board Meeting Minutes
- VII. Approval of Agenda
- VIII. Special Recognition
  - A. Employee of the Month--Vance Willis
  - B. Employee of the Year--Steve Gianakos
  - C. Friend of Education--Ron Gammons

- D. Lifetime Transportation Award--Jim Hudgins
- IX. Communications to the Board
  - A. Director of School Evaluation--Board Chair
  - B. Board of Education Self-Evaluation--Board Chair
  - C. Director's Report--Director of Schools
  - D. Financial Report--Business Officer
  - E. Family Resource Center End of Year Report--Family Resource Center Directors
  - F. Student Recognition-Athletes Performing at State Level in Spring Sports--Director of Schools
- X. Items Requiring Board Action
  - A. Trip Requests
    - 1. EHHS Football--Coach and Players
  - B. Board Meeting Schedule for 2021-2022--Director of Schools
  - C. Annual Agenda 2021-2022--Director of Schools
  - D. Budget Amendments--Business Officer
  - E. Resolution to Grant Authority to Designate Reserves--Director of Schools
  - F. Grant Executive Committee Authority to Close Out Fiscal Year--Director of Schools
  - G. Authorize Director of Schools to Submit Grants, Applications, Reports, Amendments, and Addenda--Director of Schools
  - H. School Paving Services for 2021-2022 Bid--Maintenance Director
  - I. Metal Equipment Storage Building Bid--Maintenance Director
  - J. Request for EHES Job Share--EHES Principal
  - K. Approval of ESSER funded positions--Director of Schools
  - L. Coaching Supplement Request--Athletic Director
  - M. 2021-2022 142 Federal Budget--Director of Schools
  - N. 2021-2022 Differentiated Pay Plan--Director of Schools
  - O. 2021-2022 Pay Scales--Director of Schools
  - P. Personnel Decisions--Director of Schools
  - Q. TSSE Membership Dues and Contribution--Director of Schools
  - R. Board Policy Deletion 6.401, 6.406, 6.407--Director of Accountability
  - S. Board Policy Review 6.600-6.709 --Director of Accountability
- XI. Announcements
- XII. Adjourn

On a voice vote, the motion was approved 5-0.

Vance Willis recognized Hope Clark as the Employee of the Month.

Ron Gammons recognized Rob Mitchell as the Friend of Education.

Tim Hobbs recognized Jack Loveless as the recipient of the Lifetime Transportation Award.

Jane Herron made a motion to accept the Director of Schools evaluation. Vance Willis seconded the motion. On a voice vote, the motion was approved 5-0.

Ron Gammons made a motion to accept the Board of Education self-evaluation. Jane Herron seconded the motion. On a voice vote, the motion was approved 5-0.

Tim Hobbs made a motion to accept the Director's Report. Ron Gammons seconded the motion.

Memorandum

To: Board Members  
From: Michelle Gilbert  
Date: May 26, 2021  
RE: June Director's Report

**Leave of Absence**

Professional

Support Staff

**Hiring**

Professional

Support Staff

**Resignation**

Professional

Cathy Morgan

EHES teacher

Support Staff

Gary Barnes

Bus Driver

Ally Piper

CES Teacher Assistant

Jessica Whimbush

CES Teacher Assistant

**Retirement**

Professional

Keith Boehms

EHHS Teacher

Support Staff

**Transfers**

Professional

Crystal Litton

CIS teacher to EHES teacher

Support Staff

**Appointment**

Professional

Shelda Qualls

CES Assistant Principal

Support Staff

DJ Key

HCHS Athletic Director

Matthew Dotson

HCHS Volleyball Coach

Christie Carter

HCMS Volleyball Coach

Mollie Chessor

HCMS Cheerleading Coach

Madelyn Owens

HCMS Cheerleading Coach

Lacey Carter

HCMS Volunteer Volleyball Assistant Coach

Zach Bentley

HCMS Boys Basketball Coach

## Open Positions

1 Secondary Personal Finance/ Economics Position  
2 Secondary Math Positions  
2 Special Education Positions  
1 Speech Language Position  
1 Alternative Learning Environment Position  
2 Assistant Principal  
Bus Drivers  
EHMS Softball Head Coach  
HCMS Girls Basketball Assistant Coach

\* Denotes a relationship under board policy 1.108. Applicants are qualified for the positions.  
On a voice vote, the motion was approved 5-0.

Ron Gammons made a motion to accept the Financial Report. Tim Hobbs seconded the motion. On a voice vote, the motion was approved 5-0.

Vance Willis made a motion to accept the Family Resource Center End-of-Year reports. Ron Gammons seconded the motion. On a voice vote, the motion was approved 5-0.

The Board of Education recognized track and field athletes from HCHS for performance at the Spring Fling State Tournament for TSSAA.

Ron Gammons made a motion to approve the overnight trip request for EHHS Football Camp to be held at EHHS from July 18-22, 2021. Tim Hobbs seconded the motion. On a voice vote, the motion was approved 5-0.

Ron Gammons made a motion to approve the 2021-2022 board meeting schedule. Jane Herron seconded the motion.

Hickman County Board of Education  
Board Meeting Dates  
2021-2022  
July 12, 2021  
August 2, 2021  
September 9, 2021\* working session only  
October 4, 2021  
November 1, 2021  
December 6, 2021  
January 3, 2022  
February 7, 2022  
March 7, 2022  
April 4, 2022  
May 2, 2022

June 6, 2022

On a voice vote, the motion was approved 5-0.

Jane Herron made a motion to approve the annual agenda. Ron Gammons seconded the motion.

Hickman County Board of Education  
Annual Agenda 2021-2022

July 2021

Work Session	Board Meeting
Evaluation tool completed for the Director of Schools for the 2021-2022 school year	Student Discipline Hearing Authority Designation
	Approval of School Fees
Board Policy Review	Board Policy Review

August 2021

Work Session	Board Meeting
Board Policy Review	Board Policy Review

September 2021

Work Session	Board Meeting
Strategic Plan and Goals	

October 2021

Work Session	Board Meeting
Board Policy Review	Board Policy Review
	Election of Officers of the Board
	Compliance Report
	Textbook Certification

	Approval of School Calendar
	Honor Retirees

November 2021

Work Session	Board Meeting
Board Policy Review	Board Policy Review
	Approval of Supplement Splitting

December 2021

Work Session	Board Meeting
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January 2022

Work Session	Board Meeting
Set Date(s) for Board Retreat	
Board Policy Review	Board Policy Review

February 2022

Work Session	Board Meeting
Board Policy Review	Board Policy Review
2022-2023 Budget Discussion	2022-2023 Budget Calendar

March 2022

Work Session	Board Meeting
Board Policy Review	Board Policy Review
2022-2023 Budget Discussion	Set Attendance Zones
Evaluation Distribution	

April 2022

Work Session	Board Meeting
Board Policy Review	Board Policy Review
2022-2023 Budget Discussion	Textbook Adoption Approval

May 2022

Work Session	Board Meeting
Board Policy Review	Board Policy Review
	Tuition Rate Approval for Out of County Students
	Teacher Tenure
2022-2023 Budget	2022-2023 Budget (141, 142, 143)
	Authorize Superintendent to Submit Grants, Applications, Reports, Amendments, and Addenda
	Recognize Teachers of the Year

June 2022

Work Session	Board Meeting
Board Policy Review	Board Policy Review
	Personnel Decisions and Placement
Annual Agenda	Annual Agenda
Meeting Schedule 2022-2023	Adopt Board Meeting Schedule 2022-2023
	Annual Budget 2022-2023 (if needed)
	Grant Executive Committee authority to close out fiscal year
Director of Schools Evaluation	Director of Schools Evaluation
	Recognize Employee of the Year and Friend

	of Education
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On a voice vote, the motion was approved 5-0.

Vance Willis made a motion to approve budget amendments 23-24. Jane Herron seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
Ron Gammons			
Jane Herron			Steve Gianakos
Tim Hobbs			
			Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 5-0-2.

Ron Gammons made a motion to approve Resolution 21-28. Amy Bryant seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
Ron Gammons			
Jane Herron			Steve Gianakos
Tim Hobbs			
			Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 5-0-2.

Vance Willis made a motion to grant the executive committee the authority to close out the financial books with the finance office, including budget amendments. Tim Hobbs seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
Ron Gammons			
Jane Herron			Steve Gianakos
Tim Hobbs			
			Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 5-0-2.

Ron Gammons made a motion to authorize the Director of Schools to submit grants, applications, reports, amendments, and addenda in closing the 2020-2021 school year and

opening the 2021-2022 school year. Amy Bryant seconded the motion. On a voice vote, the motion was approved 5-0.

Ron Gammons made a motion to approve the bid for school paving in 2021-2022 to 4-Star and the painting and stiping to Sessions. Amy Bryant seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
Ron Gammons			
			Steve Gianakos
Jane Herron			
Tim Hobbs			
			Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 5-0-2.

Vance Willis made a motion to approve the construction bid of a metal storage equipment building for \$85,000.00. Jane Herron seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
Ron Gammons			
			Steve Gianakos
Jane Herron			
Tim Hobbs			
			Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 5-0-2.

Amy Bryant made a motion to approve the job share requested for 2nd grade at East Hickman Elementary School. Ron Gammons seconded the motion. On a voice vote, the motion was approved 5-0.

Tim Hobbs made a motion to approve the additional positions funded through ESSER funding. Amy Bryant seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
Ron Gammons			
			Steve Gianakos
Jane Herron			
Tim Hobbs			
			Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 5-0-2.

Vance Willis made a motion to approve the high school volleyball coaching supplement at 10% and an assistant coach position at %5 for both EHHS and HCHS. Tim Hobbs seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
Ron Gammons			
			Steve Gianakos
Jane Herron			
Tim Hobbs			
			Jim Hudgins

Vance Willis  
On a roll call vote, the motion was approved 5-0-2.

Amy Bryant made a motion to approve 142 budget placeholders for the 2021-2022 school year. Jane Herron seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
Ron Gammons			
			Steve Gianakos
Jane Herron			
Tim Hobbs			
			Jim Hudgins

Vance Willis  
On a roll call vote, the motion was approved 5-0-2.

Amy Bryant made a motion to approve the 2021-2022 differentiated pay plan. Tim Hobbs seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
Ron Gammons			
			Steve Gianakos
Jane Herron			
Tim Hobbs			
			Jim Hudgins

Vance Willis  
On a roll call vote, the motion was approved 5-0-2.

Amy Bryant made a motion to approve the salary schedules for the 2021-2022 school year. Vance Willis seconded the motion. Vance Willis, Jane Herron, and Tim Hobbs declared a conflict of interest but would vote in the interest of their constituents.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
Ron Gammons			

Steve Gianakos

Jane Herron  
Tim Hobbs

Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 5-0-2.

Ron Gammons made a motion to approve the professional personnel decisions for the 2021-2022 school year. Tim Hobbs seconded the motion. Vance Willis, Jane Herron, and Tim Hobbs declared a conflict of interest but would vote in the interest of their constituents. On a voice vote, the motion was approved 5-0.

Vance Willis made a motion to approve TSSE Membership at \$3,486.00. Tim Hobbs seconded the motion.

Aye

Nay

Pass

Absent

Amy Bryant  
Ron Gammons

Steve Gianakos

Jane Herron  
Tim Hobbs

Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 5-0-2.

Amy Bryant made a motion to delete board policies 6.401, 6.406, 6.407 and add to the administrative procedures. Vance Willis seconded the motion. On a voice vote, the motion was approved 5-0.

Amy Bryant made a motion to approve the review of board policies 6.600-6.709. Vance Willis seconded the motion. On a voice vote, the motion was approved 5-0.

The meeting was adjourned at 8:14 p.m.

On a voice vote, the motion was approved 5-0.

Steve Gianakos made a motion to approve the agenda for the meeting on July 12, 2021. Jim Hudgins seconded the motion.

The Hickman County Board of Education will meet in regular session on Monday, July 12, 2021, at 7:00 p.m. in Room 203 of the Board of Education Central Office. A work session will be held at 6:00 p.m. in Room 203.

- I. Call to Order
- II. Moment of Silence
- III. Pledge of Allegiance
- IV. Approval of June 7, 2021 Regular Board Meeting Minutes

- V. Approval of Agenda
- VI. Special Recognition
  - A. Employee of the Month--Jim Hudgins
  - B. Employee of the Year--Steve Gianakos
  - C. Student Recognition of EHHS Track and Field--Tim Hobbs
- VII. Communications to the Board
  - A. Director's Report--Director of Schools
  - B. Financial Report--Business Officer
- VIII. Items Requiring Board Action
  - A. Trip Request
    - 1. HCHS JROTC Raider National Championship--Instructor and Cadets
  - B. Event Requests
    - 1. HCHS Executive Student Council Homecoming Dance--Sponsor and Students
    - 2. HCHS JROTC Raider Competition--Instructor and Cadets
  - C. Budget Amendments--Business Officer
  - D. Close Out Budget Amendments--Business Officer
  - E. CES/CIS Paving Project--Maintenance Director
  - F. 2021-2022 Centerville Municipal Golf Course MOU--Director of Schools
  - G. Approval of ESSER 3.0 Application--Director of Schools
  - H. 2021-2022 Student Discipline Hearing Authority--Director of Schools
  - I. 142 Budget Literacy Grant--Business Officer
  - J. 2021-2022 Food Service Salary Schedules--Business Officer
  - K. 2021-2022 School Fees--Director of Schools
  - L. 2021-2022 Out of County Tuition Rate--Director of Schools
  - M. Revised Board Policies 1.8011, 3.205, 3.211, 3.220, 4.101, 4.204, 4.205, 4.213, 4.301, 4.605, 4.700, 5.106, 5.117, 5.200, 5.201, 6.200, 6.202, 6.319, 6.402 (1st Reading) --Director of Accountability
  - N. Board Policy 6.318--Director of Accountability
- IX. Announcements
- X. Adjourn

On a voice vote, the motion was approved 5-0.

Zach Bentley was recognized as the July Employee of the Month.

Kara Hobbs was recognized as the 2021-2022 Employee of the Year.

EHHS Track and Field teams were recognized for their accomplishment of performing at the spring state tournament.

Tim Hobbs made a motion to accept the Director's Report. Jane Herron seconded the motion.

Memorandum

To: Board Members  
 From: Michelle Gilbert  
 Date: June 24, 2021  
 RE: July Director's Report

**Leave of Absence**

Professional

Shelby Owens  
 Angie Petty

September 13, 2021-January 3, 2022  
 2021-2022 School Year

## Hiring

### Professional

Scotty Hannah	Alternative School Teacher
Gavin Gordon	EHHS Physical Education
Emma Orton	EHES Teacher
Stephanie Hastings	EHIS Teacher
Lori Isbell	EHIS Teacher
Hannah Stevens	EHIS Teacher
Stacey LaRue	CIS/CES Physical Education
Madelyn Owens	CIS Teacher
Scott Brown	HCHS Sp Ed Teacher
Jay Bennett	EHHS Personal Finance/Economics
Rachel Hudgins	EHES/EHIS Physical Education
Alayna Duffel	EHES Teacher

### Support Staff

Jenny Weber	HCHS Guidance Secretary
Brian Buttrey	HCHS ISS

## Resignation

### Professional

Katrina Davis	Federal Programs Director
Kevin Eady	HCHS Principal
Jill Bosarge	HCHS Biology
Kassi Holloway	HCMS English Language Arts
Jim Stone	EHES Assistant Principal
Jessica O'Daniel	EHES Teacher
Cortnie Fitts	EHMS Math Teacher
Hayley Sawyer	EHMS Math Teacher

### Support Staff

## Retirement

### Professional

### Support Staff

## Transfers

### Professional

Robert Phillips	EHMS Teacher to EHHS Teacher
Emily Mobley	CIS Teacher to CES Teacher
Julia Thomasson	Special Programs to Federal Programs Director
Elizabeth Grover	EIS Speech to EHES Speech

  

Tina Truett	EHES Bookkeeper to CES Assistant
Chelsea Anglin	CIS Sp Ed Assistant to CES/CIS Behavior Assistant
Sarah Eisenhuth	CES Assistant to HCMS Assistant

## Appointment

### Professional

Rachel Hudgins	HCHS Assistant Volleyball Coach
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### Support Staff

Jack Harlow	EHHS Girls Basketball Coach
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## Open Positions

- 1 Secondary Personal Finance/ Economics Position
- 2 Secondary Math Positions
- 1 Secondary Science Positions

- 2 Special Education Positions
- 1 Speech Language Position
- 2 Assistant Principal Positions
- HCHS Principal
- Bus Drivers
- EHMS Softball Head Coach
- HCMS Girls Basketball Assistant Coach

\* Denotes a relationship under board policy 1.108. Applicants are qualified for the positions.

.On a voice vote, the motion was approved 5-0.

Steve Gianakos made a motion to accept the Financial Report. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 5-0.

Steve Gianakos made a motion to approve the overnight trip request for HCHS JROTC to attend Raider National Competition on November 4-6, 2021. Tim Hobbs seconded the motion. On a voice vote, the motion was approved 5-0.

Jim Hudgins made a motion to approve the request from HCHS Student Council to host a homecoming dance on September 5, 2021, from 7:00 p.m.-10:00 p.m. at the cost of approximately \$25.00 per person. Jane Herron seconded the motion. On a voice vote, the motion was approved 5-0.

Jim Hudgins made a motion to approve the request to host a JROTC Raider Competition at Hickman County High School on September 4, 2021. Tim Hobbs seconded the motion. On a voice vote, the motion was approved 5-0.

Steve Gianakos made a motion to approve close out budget amendments #25-29. Jim Hudgins seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			Ron Gammons
Steve Gianakos			
Jane Herron			
Tim Hobbs			
Jim Hudgins			Vance Willis

On a roll call vote, the motion was approved 5-0-2.

Jane Herron made a motion to approve the CES/CIS Paving project based on the bid from the previous board meeting. Steve Gianakos seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			Ron Gammons
Steve Gianakos			

Jane Herron  
Tim Hobbs  
Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 5-0-2.

Steve Gianakos made a motion to approve the Memorandum of Understanding with the Town of Centerville for the use of the Centerville Golf Course. Jane Herron seconded the motion. Amy Bryant declared a conflict of interest since her son plays golf.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
		Amy Bryant	Ron Gammons

Steve Gianakos  
Jane Herron  
Tim Hobbs  
Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 4-0-1-2.

Amy Bryant made a motion to approve the ESSER 3.0 spending plan and health plan. Tim Hobbs seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			Ron Gammons

Steve Gianakos  
Jane Herron  
Tim Hobbs  
Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 5-0-2.

Tim Hobbs made a motion to approve the appointment of the student discipline hearing authority for the 2021-2022 school year. Steve Gianakos seconded the motion.

Student Discipline Hearing Authority  
2021-2022

Beth Robinson--EHHS

Cynthia Hughes--EHIS

Bryan Anglin--EHMS

Tarrah Lawson--CIS

Clay Chessor--HCHS

Eric Cannon--Special Programs

Don Qualls--Chair

On a voice vote, the motion was approved 5-0.

Steve Gianakos made a motion to approve the 142 budget literacy grant. Jim Hudgins seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			Ron Gammons
Steve Gianakos			
Jane Herron			
Tim Hobbs			
Jim Hudgins			Vance Willis

On a roll call vote, the motion was approved 5-0-2.

Steve Gianakos made a motion to approve the Food Service Salary Schedules, proposal 2. Tim Hobbs seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			Ron Gammons
Steve Gianakos			
Jane Herron			
Tim Hobbs			
Jim Hudgins			Vance Willis

On a roll call vote, the motion was approved 5-0-2.

Amy Bryant made a motion to approve the school fees for the 2021-2022 school year. Tim Hobbs seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			Ron Gammons
Steve Gianakos			
Jane Herron			
Tim Hobbs			
Jim Hudgins			Vance Willis

On a roll call vote, the motion was approved 5-0-2.

Steve Gianakos made a motion to approve the out of county tuition rate at \$1,000.00 for the 2021-2022 school year. Tim Hobbs seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			Ron Gammons
Steve Gianakos			

Jane Herron  
Tim Hobbs  
Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 5-0-2.

Amy Bryant made a motion to approve board policies 1.8011, 3.205, 3.211, 3.220, 4.101, 4.204, 4.205, 4.213, 4.301, 4.605, 4.700, 5.106, 5.117, 5.200, 5.201, 6.200, 6.202, 6.319, and 6.402 on first reading. Steve Gianakos seconded the motion. On a voice vote, the motion was approved 5-0.

Amy Bryant made a motion to delete board policy 6.318. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 5-0.

The meeting was adjourned at 7:43 p.m.



**AMY BRYANT**  
9589 S. Lick Creek Rd., Lyles, TN 37098

**RONALD GAMMONS**  
6419 Rice Ln., Lyles, TN 37098

**TIM HOBBS**  
9220 Old Bon Aqua Rd., Bon Aqua, TN 37025

**JIM HUDGINS**  
1297 E. Grinders Switch Rd., Centerville, TN 37033

**JANE HERRON**  
1222 Hwy 100., Centerville, TN 37033

**STEVE GIANAKOS**  
9792 Dogwood Dr., Bon Aqua, TN 37025

**VANCE WILLIS**  
2868 Hwy 48 N., Nunnely, TN 37137

**Michelle Gilbert**  
Director of Schools  
115 MURPHREE AVENUE  
CENTERVILLE, TN 37033

The Hickman County Board of Education will meet in regular session on Monday, August 2, 2021, at 7:00 p.m. in Room 203 of the Board of Education Central Office. A work session will be held at 6:00 p.m. in Room 203.

- I. Call to Order
- II. Moment of Silence
- III. Pledge of Allegiance
- IV. Approval of July 12, 2021 Regular Board Meeting Minutes
- V. Approval of Agenda
- VI. Special Recognition
  - A. Employee of the Month--Jane Herron
  - B. Student Recognition of HCHS JROTC--Amy Bryant
  - C. School Nutrition Team--Vance Willis
- VII. Communications to the Board
  - A. Director's Report--Director of Schools
  - B. Financial Report--Business Officer
  - C. OPEB Trust Quarterly Statement--Board Chair
- VIII. Items Requiring Board Action
  - A. Budget Amendments--Business Officer
  - B. Tennis Expansion Pilot--Director of Schools
  - C. JUUL Lawsuit Participation--Director of Schools
  - D. 2021-2022 Audit Contract--Director of Schools
  - E. Revised Board Policies 4.206, 4.212 (1st Reading)--Director of Accountability
  - F. Revised Board Policies 1.8011, 3.205, 3.211, 3.220, 4.101, 4.204, 4.205, 4.2013, 4.301, 4.605, 4.700, 5.106, 5.117, 5.200, 5.201, 6.200, 6.202, 6.319, 6.402 (2nd Reading) --Director of Accountability
  - G. Board Policy Review 1.100--1.202--Director of Accountability
- IX. Announcements
- X. Adjourn



**AMY BRYANT**  
9589 S. Lick Creek Rd., Lyles, TN 37098

**RONALD GAMMONS**  
6419 Rice Ln., Lyles, TN 37098

**TIM HOBBS**  
9220 Old Bon Aqua Rd., Bon Aqua, TN 37025

**JIM HUDGINS**  
1297 E. Grinders Switch Rd., Centerville, TN 37033

**JANE HERRON**  
1222 Hwy. 100., Centerville, TN 37033

**STEVE GIANAKOS**  
9792 Dogwood Dr., Bon Aqua, TN 37025

**VANCE WILLIS**  
2868 Hwy 48 N., Nunnely, TN 37137

**Michelle Gilbert**  
Director of Schools  
115 MURPHREE AVENUE  
CENTERVILLE, TN 37033

Memorandum

To: Board Members  
From: Michelle Gilbert  
Date: July 23, 2021  
RE: August Director's Report

**Leave of Absence**

Professional

Support Staff

Misty Willis

July 26, 2021 - January 3, 2022

**Hiring**

Professional

Kimberly Williams  
Ronnie Brewer  
Chastity Lampley  
Samuel Shewbart  
Bailey Ingram  
Suzanne Lewis  
Edward Holeman  
Dray Mercer

EHHS Principal  
EHHS Assistant Principal  
HCMS Teacher  
EHES Teacher  
EHES Teacher  
CIS Teacher  
CIS Teacher  
HCHS Teacher

Support Staff

Stephanie Bodine  
Lindsey Deal  
Megan Holloway  
Carol Bateman  
Brittney Kniss  
Amber Malloy  
Ally Piper

EHES P/T Sp Ed Assistant  
EHIS P/T Sp Ed Assistant  
CIS Sp Ed Assistant  
CES Sp Ed Pre-K Assistant  
EHES/EHIS Assistant  
EHES Physical Education Assistant/Teacher Assistant  
CES P/T Sp Ed Assistant

**Resignation**

Professional

Damien Clayton  
Adam Fleming

HCHS History/Football  
HCHS Teacher

Support Staff

Ashley Welker

CES Assistant

**Retirement**

Professional

Support Staff

**Transfers**

Professional

Rose Korte

CES Physical Education to CIS Principal

Craig Shelton

HCHS Guidance to HCHS Principal

Gavin Gordon

EHES/EHIS Teacher to EHHS Teacher

Amber Warren

EHMS Guidance to HCHS Guidance

Crystal Litton

CIS Teacher to EHES Teacher

Eric Cannon

CIS Principal to Special Programs Director

Support Staff

Tanya Williams

EHMS Bookkeeper to Maint/Trans Secretary

Twyla Tucker

EHMS DBA to System Wide DBA

**Appointment**

Professional

Chris Dawson

HCHS Golf Coach

Support Staff

Raygan Adkins

EHMS Softball Coach

Hannah Pendergrass-Thomason

EHMS Asst. Girls Basketball Coach

Leah Russell

EHMS Cheer Coach

**Open Positions**

1 Secondary Personal Finance/ Economics Position

2 Secondary Math Positions

1 Secondary Science Positions

2 Special Education Positions

1 Speech Language Position

2 Assistant Principal Positions

Bus Drivers

HCMS Girls Basketball Assistant Coach

\* Denotes a relationship under board policy 1.108. Applicants are qualified for the positions.

*Account Activity Summary*

*Hickman*

*04/01/2021 - 06/30/2021*

<i>Beginning Value - Investment Account</i>	\$	2,454,082.06
<i>Beginning Value - Alternative Invest. Acct.</i>	\$	229,694.65
<b>Total Beginning Value</b> <sup>1 See Definitions</sup>	<b>\$</b>	<b>2,683,776.71</b>
<b><i>Additions</i></b> <sup>2</sup>		
Contributions <sup>3</sup>	\$	-
Dividends & Interest <sup>4</sup>	\$	18,668.45
<b><i>Withdrawals</i></b> <sup>5</sup>		
TSBA Fee <sup>6</sup>	\$	(1,677.36)
MS Fees <sup>7</sup>	\$	(1,154.53)
System Distributions <sup>8</sup>	\$	-
<b><i>Unadjusted Investment Earnings</i></b> <sup>9</sup>	<b>\$</b>	<b>124,204.11</b>
<i>Ending Value - Investment Account</i>	\$	2,695,896.19
<i>Ending Value - Alternative Invest. Acct.</i>	\$	127,921.19
<b>Total Ending Value</b> <sup>10</sup>	<b>\$</b>	<b>2,823,817.38</b>

**Definitions:**

1. **Beginning Value:** The total account value at the start of business on the first day of the specified reporting period.
2. **Additions:** All credits to the account in which total account value is increased within the specified reporting period.
3. **Contributions:** The sum of total cash deposits and/or other asset transfers into the Morgan Stanley account from outside of the Morgan Stanley account and by instruction of the client within the specified reporting period.
4. **Dividends and Interest:** The sum of all dividend, interest, and capital gain payments credited to the account and those in the which settlement date lies within the specified reporting period. **NOTE:** Any dividend, interest, or capital gain distribution in which a settlement date lies outside of the reporting period or in which was included in the beginning value will not be included 'Dividends and Interest' total for the period.
5. **Withdrawals:** The sum of total cash and/or other asset transfers out of the Morgan Stanley account to any other account whether inside or outside of the firm.
6. **TSBA Fee:** The fee calculated by instruction of the client and is based on the account value at the end of business on the last day of the prior quarter.
7. **MS Fees:** The sum of all quarterly fees charged by Morgan Stanley and any adjustments made to this charge within the specified reporting period in which client is in agreement for investment advisory and brokerage services provided.
8. **System Distributions:** The sum of any distributions to the beneficiary (public school system) of the GASB 45 Trust within the specified reporting period.
9. **Unadjusted Investment Earnings:** The earnings of asset investments in the Morgan Stanley account unadjusted for any fees charged or withdrawals in the account by instruction of Morgan Stanley or the client and within the specified reporting period.
10. **Ending Value:** The Account Value at the end of business on the last day of the specified reporting period.

**The information and data contained in this report are from sources considered reliable, but their accuracy and completeness is not guaranteed. This report has been prepared for illustrative purposes only and is not intended to be used as a substitute for monthly transaction statements you receive on a regular basis from Morgan Stanley Smith Barney LLC. Please compare the data on this document carefully with your monthly statements to verify its accuracy. The Company strongly encourages you to consult with your own accountants or other advisors with respect to any tax questions.**

Account Contribution Summary  
Hickman  
04/01/2021 - 06/30/2021

ACTIVITY DATE	ACTIVITY	DESCRIPTION		TYPE
		<b>Total Deposits</b>	<b>0.00</b>	

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Account Dividend & Interest Summary  
Hickman  
04/01/2021 - 06/30/2021

ACTIVITY DATE	ACTIVITY	DESCRIPTION		TYPE
04/01/2021	Dividend	PGIM SHORT-TERM CORP BOND Z	801.35	Cash
04/01/2021	Dividend	BLACKROCK HIGH EQ INCOME INST	566.91	Cash
04/01/2021	Dividend	PUTNAM FLOATING RATE INC Y	159.07	Cash
04/08/2021	Dividend	ISHARES GNMA BOND ETF	73.18	Cash
04/16/2021	Dividend	PERFORMANCE TRUST STRAT BD I	429.70	Cash
04/30/2021	Dividend	PGIM SHORT DUR HIG YLD OPP FD	263.52	Cash
04/30/2021	Interest Income	MORGAN STANLEY PRIVATE BANK NA	0.14	Cash
04/30/2021	Interest Income	MORGAN STANLEY PRIVATE BANK NA	0.30	Cash
04/30/2021	Interest Income	MORGAN STANLEY BANK N.A.	0.20	Cash
05/03/2021	Dividend	PGIM SHORT-TERM CORP BOND Z	833.57	Cash
05/03/2021	Dividend	BLACKROCK HIGH EQ INCOME INST	639.28	Cash
05/03/2021	Dividend	PUTNAM FLOATING RATE INC Y	173.81	Cash
05/18/2021	Dividend	PERFORMANCE TRUST STRAT BD I	837.28	Cash
05/28/2021	Dividend	PGIM SHORT DUR HIG YLD OPP FD	263.52	Cash
05/28/2021	Interest Income	MORGAN STANLEY PRIVATE BANK NA	0.21	Cash
05/28/2021	Interest Income	MORGAN STANLEY PRIVATE BANK NA	0.30	Cash
05/28/2021	Interest Income	MORGAN STANLEY BANK N.A.	0.12	Cash
06/01/2021	Dividend	PGIM SHORT-TERM CORP BOND Z	792.96	Cash
06/01/2021	Dividend	BLACKROCK HIGH EQ INCOME INST	872.03	Cash
06/01/2021	Dividend	PUTNAM FLOATING RATE INC Y	267.34	Cash
06/15/2021	Dividend	AMERICAN EUROPACIFIC GRW F2	189.46	Cash
06/15/2021	LT Cap Gain	AMERICAN EUROPACIFIC GRW F2	7,734.08	Cash
06/16/2021	Dividend	ISHARES CORE MSCI EAFE ETF	2,299.70	Cash
06/16/2021	Dividend	ISHARES CORE S&P U.S. GROWTH	229.21	Cash
06/16/2021	Dividend	ISHARES CORE S&P U.S. VALUE	594.66	Cash
06/16/2021	Dividend	PERFORMANCE TRUST STRAT BD I	382.62	Cash
06/30/2021	Dividend	PGIM SHORT DUR HIG YLD OPP FD	263.52	Cash
06/30/2021	Interest Income	MORGAN STANLEY PRIVATE BANK NA	0.02	Cash
06/30/2021	Interest Income	MORGAN STANLEY PRIVATE BANK NA	0.27	Cash
06/30/2021	Interest Income	MORGAN STANLEY BANK N.A.	0.12	Cash
		<b>Total Dividends and Interest</b>	<b>18,668.45</b>	

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*Account Fee Summary  
Hickman  
04/01/2021 - 06/30/2021*

ACTIVITY DATE	ACTIVITY	DESCRIPTION		TYPE
04/07/2021	CASH TRANSFER	FUNDS TRANSFERRED	-1,677.36	Cash
04/08/2021	Service Fee	ADV FEE 04/01-04/30	-358.66	Cash
04/20/2021	Service Fee Adj	NET PLATFORM CREDIT	2.32	Cash
05/07/2021	Service Fee	ADV FEE 05/01-05/31	-403.52	Cash
06/07/2021	Service Fee	ADV FEE 06/01-06/30	-394.67	Cash
		<b>Total Withdrawals</b>	<b>-2,831.89</b>	

**\*Cash Balance Includes Cash, Bank Deposits, MMF Balance, and Unsettled Cash.**

Unless otherwise indicated, this information is not intended to be a substitute for the official account statements that you receive from us. This information is approximate and subject to adjustment, updating and correction and is for illustrative and general reference purposes only. We are not responsible for any clerical, computational or other inaccuracies, errors or omissions. We obtain market values and other data from various standard quotation services and other sources, which we believe to be reliable. However, we do not warrant or guarantee the accuracy or completeness of any such information. The values that you actually receive in the market for any investment may be higher or lower than the values reflected herein. To the extent there are any discrepancies between your official account statement and this information, you should rely on the official account statement. This information should not be considered as the sole basis for any investment decision. The Bank Deposit Program (BDP) is a cash sweep feature whereby clients can chose to have their available free credit balances automatically deposited into interest bearing, FDIC-insured deposit accounts at up to three banks ("Program Banks"): (1) Morgan Stanley Bank, N.A. and/or Morgan Stanley Private Bank, National Association (together, the "Morgan Stanley Banks"), or (2) Citibank, N.A. The Program Banks are FDIC members. Morgan Stanley Smith Barney LLC ("Morgan Stanley") is a registered broker-dealer, not a bank. Morgan Stanley and the Morgan Stanley Banks are affiliates. Unless specifically disclosed to you in writing, other investments and services offered to you through Morgan Stanley are not insured by the FDIC, are not deposits or other obligations of, or guaranteed by, the Program Banks and involve investment risks, including possible loss of principal amount invested. External Assets - Certain assets listed in this view are based upon information provided by you, your client or other external sources and are not part of accounts that you manage at Morgan Stanley. Assets not held with Morgan Stanley may not be covered by SIPC protection or by additional protection under Morgan Stanley's excess insurance coverage plans. Morgan Stanley may include information about these external assets in this view solely as a service to you, and Morgan Stanley is not responsible for the accuracy of any information provided by external sources, including but not limited to, you, your client or another financial institution. You are responsible for ensuring the accuracy of such information. Generally, any financial institution that holds securities is responsible for year-end reporting (Internal Revenue Service (IRS) Form 1099) and separate periodic statements, which may vary from Morgan Stanley's information due to different tax reporting periods.

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Emerald Plaza ■ 402 West Broadway, Suite 860 ■ San Diego, CA 92101  
Ph (619) 233.5945 ■ Fax (619) 525.7672 ■ frantzlawgroup.com

From: William B. Shinoff, Esq.  
Subject: School District v. Juul Labs, Inc., et. al.

This memo will cover frequently asked questions by administrators and Boards of Education regarding the ongoing vaping litigation.

### **Class Action v. Mass Action**

This litigation that School District's across the country are joining against Juul Labs, Inc. and other distributors and marketers of vaping products is a type of class action. This litigation is commonly referred to as a Mass Action. The difference between a Class Action and Mass Action is the final financial benefit to the client.

In this litigation each School District will file their own individual action in the local Federal Court. Within thirty days their case will be transferred to the Federal Court in San Francisco, California where all School District cases against Juul Labs and the other vaping company defendants will be litigated. As a group, we will be conducting extensive discovery against the Defendants in order to prove our claims in this matter.

During this time frame there will be settlement discussions between the parties to resolve these cases. This is where the difference between a Class Action and Mass Action exists. When there is a resolution, each client will present to the Defendants a demand package which shows the extent of their past and future damages. This demand package will provide the Defendants the true amount it will take to resolve each specific School District's case. Thus, each District that is involved in this litigation will be entitled to the full extent of all past and future monetary damages.

In a Class Action, the signed up individual Plaintiff's do not receive the full extent of their actual past and future damages. But receive a nominal amount which represents the credibility of their claim.

This is why, when there are cases where there is extensive damages for a Plaintiff, such as this case with School District's. A mass action is the appropriate way to handle this matter.

### **Staff Time and Requirements**

Unlike common litigation that School Districts are involved in, this litigation will not require an immense amount of staff time and involvement. Based on prior Mass Action cases, it is our expectation that staff involvement in this matter will not exceed ten hours. This staff time will include responding to written questions from the Defendants and limited document production. Unlike other litigation, this case will **not** require administrators or staff to be deposed or make an appearance in court.



## Frantz Law Group A Professional Law Corporation

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### Benefits to the Participating School Districts

In this litigation we will be seeking not only past monetary damages your District has suffered but also obtain from the defendants the appropriate compensation to deal with this vaping epidemic on your campus in the future. The focus of these future damages will be about deterrence, support and education.

#### Vape Detectors

One way to deter vaping on campus is through the installation of vape detectors in your campus bathrooms. Based on proposals from experts, a complete installation of a vape detector system will cost around \$5,000/bathroom. Thus, we will be obtaining for your district the appropriate compensation in order for your district to install vape detectors systems in all of your bathrooms.

#### Salaries for Supervisors and Counsels

Based on discussions with our current clients and our experts. It appears that it will be necessary for Districts to hire more employees to be able to provide further supervision of students to make sure that vaping is not occurring on campus. In addition, due to the nicotine addiction that is a result of the students use of these vaping devices there will also be a need for more counselors. These counselors will be able to provide support for the social and emotional issues that come with nicotine addiction. As such, we will be seeking compensation from the Defendants to pay for these additional staff that we believe your District may need to hire to support the students of your District.

#### Education on the harms of vaping

The final component of the future damages we will be seeking from the Defendants is funding for educational programs for students and parents on the harms of vaping. Due to the Defendants fraudulent and misleading advertising to students it is apparent that students are not aware of the harms of these products. These educational programs will help with the goal of deterring future use of the product and hopefully provide support for these students to stop using the product entirely.

#### Free Educational Program for students and parents during the Litigation

As this vaping epidemic is not a matter we cant wait to deal with, our firm has put together a group of medical experts to put on presentations to your students and parents on the harms of vaping. We are offering these presentations at no cost to the client. We just ask the client to contact us so we can schedule the presentation.



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### **Contingency Fee Agreement**

This litigation is being handled by our firm on a contingency fee agreement. A contingency fee agreement means that your School District is not responsible for any fees or costs if your District does not receive any monetary compensation in this matter. Any compensation to our firm for fees and costs would come from the recovery your District receives. As such, no general fund money will ever be used for this litigation.

Additionally, we have reduced our attorney fees in this litigation. Normally, our attorney fees would be forty percent of the recovery. However, in this litigation our attorney fees structure is twenty percent if the case resolves in the first year and twenty five percent thereafter. No matter how long this litigation takes. Thus, there is only a financial benefit for your School District to be involved in this case.

### **Next Steps**

If your District is interested in joining the other Districts across the country in this fight against the vaping industry the following are the next steps you would need to take:

- 1.) Contact William Shinoff at 855-735-5945 or [wshinoff@frantzlawgroup.com](mailto:wshinoff@frantzlawgroup.com) to set up a presentation for your board.
- 2.) A presentation to your board in executive/closed session or open session regarding this litigation.
- 3.) Placement of the contingency fee agreement on the board agenda for approval.

## ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between the Hickman County Schools (“Client” or “District”) and Frantz Law Group, APLC (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
  
2. **AUTHORIZED REPRESENTATIVES**
  - A. **CLIENT REPRESENTATIVES.** Client designates Michelle Gilbert, or her designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
  
  - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The District shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior District approval.
  
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with JUUL® and Electronic Cigarette (e-cigarette) litigation, including the preparation and filing of the District’s individual action, (“Action”). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
  
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however,

Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees of:

For any recovery on or before October 20, 2021, twenty percent (20%) of any monetary settlement or recovery that Attorneys obtain for Client, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants;

For any recovery after October 21, 2021, twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost; the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery, however, any such award of Attorneys' fees shall be proportionately applied as a credit against Client's obligation to pay its portion of the contingency fee amount and shall not be retained by the Attorneys as a separate payment in addition to the contingency fee.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the District; and (3) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The District shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the District's behalf as a result of the Services.
- (3) If, by judgment, the District is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
- (4) If, by judgment, there is *no* money recovery and the District receives In Kind relief, Attorneys acknowledge that District is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) The District agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

If Client and Attorney disagree as to the fair market value of any non- monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

- A. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliated with either the Judicial Arbitration and Mediation Services (JAMS) or Judicate West (JW); in any event, Attorney and Client agree that the fee determined by arbitration shall not exceed twenty five percent (25%) of the gross recovery as defined in paragraph 5.

B. No General Fund Payments. Notwithstanding any other provision in this agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Hickman County Schools general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The District and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

7. LIEN. In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way

whatsoever.

8. DISCHARGE AND WITHDRAWAL.

A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

9. ARBITRATION OF DISPUTES: ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any claims are filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") at the JAMS location closest to the Client or at such other mutually acceptable location before a retired judge or other mediator affiliated with JAMS, agreed to between the parties and, if the parties cannot agree, before a retired judge selected by JAMS. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, will be submitted to mandatory binding arbitration before JAMS. By signing this Agreement, CLIENT and ATTORNEY agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be decided in at the JAMS location closest to the Client or at such other mutually acceptable location, applying California law. CLIENT is not waiving rights to arbitration before the San Diego County Bar Association.

10. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist

with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.

11. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
12. **MULTIPLE REPRESENTATIONS:** The District understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this agreement, The District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of The District and other multiple claimants and that The District nevertheless wants the Attorneys to represent The District, and that The District consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise The District, however, that The District remains completely free to seek other legal advice at any time even after The District signs this agreement.
13. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The District authorizes us to enter into and engage in group settlement discussions and agreements which may include The District's individual

claims. Although The District authorizes us to engage in such group settlement discussions and agreements, The District will still retain the right to approve, and Attorneys are required to obtain The District's approval of, any settlement of The District's case.

14. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by District and Attorneys.
15. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name:  
Frantz Law Group, APLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michelle Gilbert,  
Director of Schools  
Hickman County Schools

\_\_\_\_\_

\_\_\_\_\_

# Hickman County Board of Education

	Descriptor Term: <h2 style="text-align: center;">Homebound Instruction</h2>	Descriptor Code: <h3 style="text-align: center;">4.206</h3>	Issued Date: <h3 style="text-align: center;">02/03/20</h3>
		Rescinds: <h3 style="text-align: center;">4.206</h3>	Issued: <h3 style="text-align: center;">11/05/18</h3>

1 The homebound instruction program is for students who because of a medical condition are unable to  
 2 attend the regular instructional program.<sup>1</sup> The homebound instruction program shall consist of three (3)  
 3 hours of instruction per week for a period of time determined, on a case-by-case basis, by the district.

4 To qualify for this program, a student shall have a medical condition that will require the student to be  
 5 absent for a minimum of ten (10) consecutive instructional days, or for an aggregate of at least ten (10)  
 6 instructional days for a student who has a chronic medical condition. The student shall be certified by a  
 7 physician as having a medical condition that prevents him/her from attending the regular instructional  
 8 program. The services provided to the homebound student shall reflect the student’s capabilities and be  
 9 determined by the homebound instructor, after consultation with appropriate professional staff of the  
 10 student’s assigned school.

11 Recertification shall be obtained after the expiration of each period of homebound instruction if the  
 12 student’s physician certifies, in writing, that the student has a medical condition that prevents him/her  
 13 from returning to the regular instructional program.

COVID-19 QUARANTINE2 *Add*

15 Students on homebound instruction who are temporarily quarantined due to a positive COVID-19 test  
 16 result or possible exposure to COVID-19 may participate in remote instruction during the period of  
 17 quarantine only.

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Legal References

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Cross References

1. TCA 49-10-1101; TRR/MS 0520-01-02-.10

Student Communicable Diseases 6.403  
Acquired Immune Deficiency Syndrome 6.404

# New Policy

Click here to choose a school board.

Monitoring: Review: Annually, in November	Descriptor Term: <b>Virtual Education Program</b>	Descriptor Code: <b>4.212</b>	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The **[insert name of district]** 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 Class size ratios for the virtual education program shall comply with the requirements as outlined in  
7 state law.<sup>2</sup>

8 **[Revise the list below to align with how the district utilizes virtual education programs (i.e., this**  
9 **is the full list of options to utilize this program but not all of these are required).]**

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

- 11 1. Academic remediation, enrichment, or providing students access to a wider range of courses;
- 12 12
- 13 2. Continuity of educational service for students who are homebound;<sup>4</sup>
- 14
- 15 3. Continuity of educational service for students who are quarantining;<sup>5</sup> and
- 16
- 17 4. Continuity of educational service for students enrolled in an alternative school.<sup>6</sup>

18 **ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

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

- 22 1. Attendance;
- 23
- 24 2. Grades;
- 25
- 26 3. Technology survey; and
- 27
- 28 4. **[Include any additional local requirements].**

## 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. **[Insert any additional local methods]**.

## 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  
occur:

- 20 1. Notification of parent/guardian;  
21
- 22 2. One-on-one assessment conducted by the principal/designee regarding any learning needs and  
23 academic performance; and  
24
- 25 3. **[Insert additional local intervention options]**.

## 26 ENROLLMENT AGREEMENT (if applicable)

27 The Director of Schools shall work with the Board's attorney to draft an enrollment agreement for  
28 students from other school districts that want access to virtual education program courses.

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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. TRR/MS 0520-01-02-.09

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**Cross References**

Homebound Instruction 4.206  
Credit Recovery 4.210  
Alternative Education 6.319



**Misty Shelton**  
*Director of Accountability*  
Hickman County Schools  
115 Murphree Avenue  
Centerville, Tennessee 37033

To: School Board Members  
From: Misty Shelton  
Date: August 2021

### **1st Reading:**

#### **Policy 4.206 - Homebound Instruction**

A change to State Board of Education Regulation 0520-01-13-.01 clarifies that students receiving homebound instruction may receive instruction remotely if they are quarantining due to COVID-19. TSBA has updated their model policy to reflect this option.

#### **Policy 4.212 - Virtual Education Program**

Updated State Board of Education Regulation 0520-01-03-.05 differentiates between virtual schools and virtual education programs. While students in virtual schools utilize technology for remote instruction on an ongoing basis, students in virtual programs only receive remote instruction for a limited period of time for a particular qualifying reason. Students may utilize virtual education programs for a variety of reasons including academic remediation or enrichment, continuity of educational service for homebound students or students who are quarantined, or students enrolled in an alternative school. In order to utilize virtual programs, State Board of Education regulations require that a local board of education adopt a policy on these programs. TSBA has created this model policy to align with that requirement and recommend that Boards revise the language to fit their particular needs.

### **2nd Reading:**

#### **Policy 1.8011 - Emergency Closings**

Public Chapter 384 prevents local governmental entities from designating certain employees as essential. At the beginning of the pandemic, TSBA updated model policy to align with the need to allow some employees to be physically present in the building while others worked from home, resulting in some employees being designated as essential. Based on this new law, however, they have removed the language regarding essential employees.

#### **Policy 3.205 - Security**

Districts must now include cybersecurity in their safety plans. This will be included in the state-level template and districts are tasked with identifying how to keep these networks and technologies safe

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from cyberattacks and other cybersecurity threats and incidents. TSBA has updated their model policy to include a provision on this topic.

#### **Policy 3.211 - New Project Planning**

The State Board of Education revised its regulation on plans for new facilities. These plans are no longer required to be submitted to the Commissioner of Education for approval. TSBA has removed language on this requirement from their model policy.

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Public Chapter 452 allows students and employees to request reasonable accommodations if greater privacy is desired in a multi-occupancy restroom, changing facilities, or sleeping quarters when attending a school-sponsored activity. This new law also makes it possible for students and employees to pursue a legal action against the school district if: (1) they enter a bathroom or changing facility; (2) they encounter a member of the opposite sex; and (3) the school district intentionally allowed that member of the opposite sex to enter the facility while others were present. While this policy is not required by law, having a policy in place on this topic is one way that the district can attempt to address this matter. TSBA has created a model policy that aligns with this new law.

#### **Policy 4.101 - Instructional Standards**

Several recent changes to state law impact the materials and content that can be included in classroom instruction. TSBA has created this new model policy to align with these updated state laws. Adopting this policy is not required by state law, however, doing so would allow the Board to show compliance with the new standards.

#### **Policy 4.204 - Summer Instructional Programs**

Several changes were made during the Special Legislative Session that impacted summer programming. TSBA has updated this model policy to include the additional summer programs that will be offered to students. Certain factors, as outlined in this new state law, determine student eligibility for these programs. Boards have the discretion when determining whether to require the attendance of priority students in summer instructional programming. If the Board chooses to require the attendance of priority students, this information must be included in policy.

#### **Policy 4.205 - Enrollment in Advanced Courses**

Boards are now required to adopt a policy detailing how students can enroll in advanced courses. This policy must list objective enrollment criteria including TCAP scores and grades. TSBA has updated policy 4.205 to align with this change to state law, and recommend that Boards include the criteria of those courses offered by the district.

#### **Policy 4.213 - Family Life Education**

State law now requires that all Boards adopt a policy on family life curriculum. Previously, only districts in counties with higher teen pregnancy rates had to comply with this requirement.

#### **Policy 4.301 - Interscholastic Athletics**

Two new laws change the requirements for student athletics. Public Chapter 40 requires Boards to adopt a policy that ensures student athlete compliance with new standards for participation in sports. This new requirement only permits members of one biological sex to compete on sex segregated athletic teams.

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Additionally, Public Chapter 272 includes new requirements for coaches and the safety of student athletes. In particular, coaches must now adhere to locally developed codes of conduct and undergo training on severe weather and other safety protocols. TSBA has revised this policy to align with these new legal requirements.

#### **Policy 4.605 - Graduation Requirements**

The number of credits required to graduate early under the Move On When Ready Act has been reduced to seventeen. Previously, this requirement was set at eighteen. As a result, TSBA updated their model policy to reflect this change.

#### **Policy 4.700 - Testing Programs**

Districts must now provide students with information on available career and technical education opportunities after aptitude assessments are administered. TSBA has updated their model policy to reflect this requirement.

#### **Policy 5.106 - Application and Employment & Policy 5.802 - Qualifications and Duties of the Director of Schools**

Public Chapter 211 allows the Director of Schools to hire individuals with a teaching permit if a teacher with a valid license is not available. TSBA has updated their model policy 5.106 to clarify that this is an option. This legal change also impacts policy 5.802 as the Director of Schools would be required to report potential misconduct by these individuals to the State Board of Education in the same manner that is done for licensed teachers.

#### **Policy 5.117 - Teacher Tenure**

Due to the cancellation of TNReady tests during the pandemic, there are no teacher evaluation scores from the 2019-2020 school year. Public Chapter 2 from the Special Legislative Session clarifies that the two most recent evaluation scores can be used when determining tenure.

Additionally, Public Chapter 378 changes the requirements for providing notice of nonrenewal to teachers. This notice must now be sent to teachers by certified mail, overnight carrier, or email so that it will be received within five business days following the last instructional day. The model policy has been updated to align with both of these legal changes.

#### **Policy 5.200 - Separation Practices for Tenured Teachers**

Previously, state law gave the Commissioner of Education the authority to suspend a teacher's license if he/she broke a contract with a local board of education. Under this new change to state law, this authority now rests with the State Board of Education. TSBA has updated this policy to reflect that change.

#### **Policy 5.201 Separation Practices for Non-Tenured Teachers**

TSBA has also updated model policy 5.201 based on the previously mentioned changes: (1) to the way that notice of nonrenewal is provided to teachers; and (2) the fact that the authority for suspending a license now rests with the State Board of Education.

#### **Policy 6.200 - Attendance**

Public Chapter 223 changes the tiers of the progressive truancy plan. Under this new law, Tier I applies to all students. Policy has been updated to reflect these changes.

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In order to conduct a home school, parents must meet certain criteria. Previously, this included having a high school diploma or a GED. A change to state law, however, now includes parents with High School Equivalency Test (HiSET) in this category. This updated model policy includes this additional qualification option.

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Public Chapter 229 creates another exception regarding assignment to an alternative school or program. Now, a Director of Schools is not required to assign a student to the alternative school or program if: (1) the student committed an offense of violence or threatened violence or an offense that threatened the safety of other students in the school; and (2) the location of the alternative school or program is on the same grounds from which the student was disciplined. TSBA has updated the model policy to include this exception.

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State law now includes an additional vaccine exemption. If in the future any COVID-19 or variant vaccine is required for students, an exemption will be granted for individuals whose religious tenets and practices conflict with vaccination. TSBA has updated their model policy to include this additional exemption.

### **Up for review:**

#### **1.100-School Board Legal Status and Authority**

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##### **1.101- Role of the Board of Education**

##### **1.102- Board Members Legal Status**

##### **1.103- Board Self-Evaluation**

##### **1.104- Membership**

##### **1.105- School Board Legislative Involvement**

##### **1.106- Code of Ethics**

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#### **1.200- Method of Election of Officers**

##### **1.201- Duties of Officers**

##### **1.202- Duties of Board Members**

**Thank you in advance for your careful consideration of these policies.**

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**Misty Shelton**  
*Director of Accountability*  
Hickman County Schools  
115 Murphree Avenue  
Centerville, Tennessee 37033

To: School Board Members  
From: Misty Shelton  
Date: August 2021

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#### **1.200- Method of Election of Officers**

##### **1.201- Duties of Officers**

##### **1.202- Duties of Board Members**

**Thank you in advance for your careful consideration of these policies.**

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*misty.shelton@hickmank12.org*

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# Hickman County Board of Education

Descriptor Term: <b>Emergency Closings</b>	Descriptor Code: <b>1.8011</b>	Issued Date: <b>05/04/20</b>
	Rescinds: <b>1.8011</b>	Issued: <b>08/05/19</b>

1 *General*

2 The Board authorizes the Director of Schools to close schools in the event of hazardous weather, a  
3 public health emergency, or any other emergency which presents a threat to the safety of students, staff  
4 members, or school property.<sup>1</sup>

5 As soon as the decision to close schools is made, the Director of Schools will notify the public media  
6 and request that an announcement be made.

7 If school is not in session or is dismissed early due to snow or inclement weather, the Director of  
8 Schools in consultation with the principal(s) of the impacted school(s) shall determine if all scheduled  
9 activities in which students are involved shall be postponed or cancelled.

10 **EMPLOYEE RESPONSIBILITIES**

11 In the event of an emergency that requires closure of a school building, group of schools, or the entire  
12 district, the Director of Schools is authorized to continue to pay employees who are not able to  
13 physically report for duty as a result. These employees shall receive their regular wages. Such  
14 payments shall not exceed the number of days budgeted for each employee.

15 ~~During such emergencies, the Director of Schools may designate certain employees as essential. Such~~  
16 ~~employees shall work as directed by the Director of Schools, whether that is by physical appearance at~~  
17 ~~work or teleworking under Policy 5.1151. Essential employees must use leave to be excused from~~  
18 ~~work absent special permission as determined by the Director of Schools/designee.~~

---

Legal References

1. TCA 49-6-3004(e)(1); TRR/MS 0520-01-03-.02(1)(b)

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Cross References

Emergency Preparedness Plan 3.202  
Telework During Emergencies 5.1151

# Hickman County Board of Education

Descriptor Term: <b>Security</b>	Descriptor Code: <b>3.205</b>	Issued Date: <b>12/02/19</b>
	Rescinds: <b>3.205</b>	Issued: <b>10/02/17</b>

1 The director of schools shall establish procedures as required to adequately protect school property  
2 which shall include, but not be limited to:

- 3 1. Closing and securing teacher work areas when being left unattended or at the end of the day;  
4
- 5 2. Denying students permission to use the classrooms, laboratories, gymnasiums or other school  
6 facilities or equipment without appropriate faculty supervision;  
7
- 8 3. Controlling the issuance of building keys and master keys;  
9
- 10 4. Developing programs which contribute to the proper care and use of school facilities and  
11 equipment; and  
12
- 13 5. Equipment purchased with federal funds shall be managed as directed by federal and state law.<sup>1</sup>

The principal shall call law enforcement officials in cases involving illegal entry, theft or vandalism.

15 The principal shall notify the director of schools within 48 hours after each case of vandalism, theft,  
16 building damage and illegal entry.

17 The director of schools, or his/her representative, is authorized to sign a criminal complaint and to  
18 press charges against perpetrators of vandalism against school property.

## 19 SCHOOL POLICING

20 The Board may enter into a memorandum of understanding with a chief of a law enforcement agency  
21 to provide school policing. Any memorandum of understanding shall address, at a minimum, the  
22 following issues:<sup>2</sup>

- 23 1. Any School Resource Officer (SRO) assigned under a memorandum must be in compliance  
24 with all laws, regulations and rules of the Peace Officer Standards and Training Commission at  
25 the time of assignment and remain compliant throughout the tenure of his or her assignment;  
26
- 27 2. As a condition of assignment, any SRO must participate in forty (40) hours of basic training in  
28 school policing within twelve (12) months of assignment . Every year thereafter the SRO shall  
29 participate in a minimum of sixteen (16) hours of training specific to school policing. All  
30 training programs shall be approved by the Peace Officers Standards and Training  
31 Commission.<sup>3</sup>

- 2 3. Any SRO assigned under the memorandum remains an employee of the law enforcement  
3 agency, subject to that agency's direction, control, supervision and discipline, though the Board  
4 may agree to indemnify and reimburse the law enforcement agency for any part or all of the  
5 increased costs incurred by the law enforcement agency as a result of the assignment of the  
6 SROs.
- 7 4. No officer shall be assigned to a school, or continue in such an assignment, without the consent  
8 of the Director.
- 9 5. In the event that more than one SRO is assigned to a school system, the law enforcement  
10 agency shall designate one of the SROs as the senior SRO, or such other, appropriate title. The  
11 duties of the senior SRO, however designated, shall include, but not be limited to, the  
12 following:  
13
  - 14 a. To represent and carry out the policies of the law enforcement agency assigning the  
15 SROs.
  - 16 b. To supervise the SROs in the performance of their duties;
  - 17 c. To consult with the Director regarding the best use of the available resources for school  
18 policing; and
  - 19 d. To resolve disputes between the SROs and students or faculty members.
- 20 6. The memorandum may be effective for any length of time, including continuing until  
21 terminated by the parties, and may contain any reasonable notice requirement for the  
22 termination of the memorandum. However, the memorandum shall contain a provision  
23 allowing the Director to suspend the active participation of the SROs in the event that the  
24 Director certifies that the health, safety or wellbeing of the students or faculty members require  
25 the immediate suspension.  
26

## 27 **CYBERSECURITY<sup>4</sup>**

28 The Director of Schools/designee shall develop an administrative procedure regarding the district's  
29 cybersecurity plan to identify cybersecurity risks, implement mitigation planning, and protect  
30 cyberinfrastructure against cyberattacks and other cybersecurity threats and incidents.

## Legal References

1. 2 CFR § 200.313
2. TCA 49-6-4217
3. TCA 49-6-4217
4. Public Acts of 2021, Chapter No. 335

## Cross References

Visitors to the Schools 1.501  
Care of School Property 6.311

# New Policy

Click here to choose a school board.

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term: <b>New Project Planning</b>	Descriptor Code: <b>3.211</b>	Issued Date:
		Rescinds:	Issued:

## 1 SELECTION OF ARCHITECT<sup>1</sup>

2 The Board shall approve a registered architect for new projects of construction, expansion, and/or  
3 maintenance as required by law. The Board shall execute a contract with such architect for each  
4 project.

## 5 SELECTION OF ENGINEER<sup>1</sup>

6 Following the execution of a contract for architectural services, the architect or architectural firm shall  
7 select a registered engineer for each project.

## 8 SITE SELECTION

9 The Board shall have sole discretion with choosing sites for construction.<sup>2</sup> When determining where to  
10 begin new projects, the Board shall consider the current and future populations of the area,  
11 transportation routes, and accessibility to utilities.

## 12 BUILDING ACCESSIBILITY<sup>3</sup>

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

---

### Legal References

1. TCA 62-2-107; TRR/MS 0520-01-04-.01(2)
2. TCA 49-2-203(a)(3); *Rutherford County Board of Education v. Rutherford County Commission*, 2000 Tenn. App. LEXIS 703
3. 28 CFR § 36.201; TRR/MS 0520-01-04-.01(1)

# New Policy

[Click here to choose a school board.](#)

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

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

---

#### Legal References

1. Public Acts of 2021, Chapter No. 452

# New Policy

Click here to choose a school board.

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

## 1 *General*

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

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

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

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

## 12 **CURRICULUM AND INSTRUCTIONAL PROGRAMMING**

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

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

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### Legal References

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

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### Cross References

- Controversial Issues 4.800  
Controversial Materials 4.801

Click here to choose a school board.

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

1 *General*

2 The following programs will be made available to students:<sup>1,2</sup>

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

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

14 **SUMMER PROGRAMMING<sup>2</sup>**

15 The Director of Schools shall present a recommended summer programming plan to the Board each  
16 year, no later than the regularly scheduled May meeting, outlining the following:

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

1 **ATTENDANCE REQUIREMENTS<sup>2</sup>**

2 Priority students, as defined by state law, **[insert either shall or shall not]** be required to attend  
3 summer programs.

4 Local attendance requirements are listed in the administrative procedures.

5 The Director of Schools shall be responsible for developing administrative procedures regarding the  
6 attendance requirements of priority students in each program.

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Legal References

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

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Cross References

Extended Contracts 5.112

Become Admin.

<b>Hickman County Board of Education</b>			
	Descriptor Term: <b>Summer School</b>	Descriptor Code: <b>4.204</b>	Issued Date: <b>02/03/20</b>
		Rescinds: <b>4.204</b>	Issued: <b>01/08/18</b>

1 Summer schools organized and operated as a part of the public school program shall be under the  
2 control and management of the Board having jurisdiction and shall comply with rules and regulations  
3 prescribed by the state and local boards of education.<sup>1</sup> The qualifications of the teachers, the equipment  
4 and the standards enforced shall be the same as in the regular school term. All summer school work  
5 shall be organized by, and under the direction of, the principal or a qualified person designated by the  
6 local board of education. All summer school classes shall meet in the school building.

7 No subject required for graduation by the State Board of Education shall be taken for new credit during  
8 summer school unless approved by the principal of the school where the student expects to graduate.

9 In summer schools, not more than one unit for new credit to two units in review (make-up) work can  
10 be earned by a student.

11 For grades 1 through 8 summer schools shall be established only for removing deficiencies of pupils  
12 and for providing opportunities for enrichment.

13 For grades 9-12, in order to earn one unit of credit, a minimum of 140 contract hours shall be required  
14 to achieve one full unit of credit in summer school. Not more than three (3)-sixty (60) minute periods  
15 a day shall be spent in recitation for one subject. Teachers shall not be permitted to teach more than  
16 one course during any given class period. None of the eleven (11) subjects required for graduation  
17 shall be taken for the first time during a summer school session unless the student has maintained a  
18 cumulative grade point average of at least 3.5 or its equivalent. The Commissioner of Education may  
19 grant a waiver of this rule upon appeal of the local education agency authorities in cases of hardship in  
20 order that students may take eleventh or twelfth grade English classes in summer school for the first  
21 time.

22 The Board shall annually determine the tuition rates.<sup>2</sup>

23 Three (3) unexcused absences in any course offered during summer school renders a student ineligible  
24 to receive credit in that course.

25 Absences shall be classified as either excused or unexcused as determined by the principal or his/her  
26 designee. Excused absences shall include:

- 27 1. Personal illness;
- 28 2. Illness of an immediate family member;
- 29 3. Death in the family;
- 30 4. Extreme weather conditions;

- 1           5.    Religious observances; and
- 2           6.    Circumstances which in the judgment of the principal or his/her designee create
- 3           emergencies over which the student has no control.

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Legal References

- 1. TRR/MS 0520-01-03-.03(6)(a)
- 2. TCA 49-6-3003

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Cross References

Extended Contracts 5.112

Replace w/ Model Policy

Click here to choose a school board.

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term:  <b>Enrollment in Advanced Courses</b>	Descriptor Code: <b>4.205</b>	Issued Date:
		Rescinds:	Issued:

1 *General*

2 Students in grades seven through twelve (7-12) may enroll in available advanced courses including,  
3 but not limited to, advanced English language arts, mathematics, or science courses.<sup>1</sup>

4 To enroll in these courses, students shall meet the following standards:

- 5 1. Honors Courses: grades and TCAP/EOC scores
- 6 2. Dual Credit Courses: grades and TCAP/EOC scores
- 7 3. Industry Certification-Aligned Courses: grades and TCAP/EOC scores
- 8 4. Dual Enrollment: grades and TCAP/EOC scores
- 9 5. Advanced Placement: grades and TCAP/EOC scores
- 10 6. Cambridge International: grades and TCAP/EOC scores
- 11 7. College Level Exam Program: grades and TCAP/EOC scores
- 2 8. International Baccalaureate: grades and TCAP/EOC scores

13 The principal of each school shall have the authority to require additional criteria for the  
14 enrollment in advanced courses to fit the needs of the students within the school.

15 **NOTIFICATION<sup>1</sup>**

16 Parent(s)/guardian(s) shall be provided written notification of a student's eligibility to enroll in  
17 advanced courses. The notification shall state that a student will remain enrolled in the course unless  
18 the parent/guardian timely submits a written request for removal. The Director of Schools shall  
19 determine the deadline to submit the request for removal.

20 Students may also be removed from an advanced course if the student's teacher determines that the  
21 student should be removed based on performance after thirty (30) days of instruction and the principal  
22 approves the request to remove the student.

23 **COLLEGE LEVEL COURSES<sup>2</sup>**

24 Students may earn credit by enrolling in a postsecondary institution and taking college level courses.  
25 Students who take and pass dual enrollment courses at a postsecondary institution shall have their  
26 postsecondary credits accepted for high school credit as a substitution for an aligned graduation  
27 requirement course.

# Hickman County Board of Education

Descriptor Term:  <b>Family Life Education</b>	Descriptor Code: <b>4.2013</b>	Issued Date: <b>10/05/20</b>
	Rescinds: <b>4.2013</b>	Issued: <b>05/04/20</b>

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

3 The Board shall annually evaluate the program and shall conduct public hearings and parental  
4 conferences at least once (1) each September as part of the evaluation.

5 A parent who chooses not to have a student participate in the family life education program shall  
6 submit such request in writing to the director of schools. A student who is excused from family life  
7 instruction shall be assigned alternative activities and shall not be penalized academically.

8 Prior to implementing the family life education curriculum, the Board shall conduct at least one (1)  
9 public hearing at which the plan will be explained and parents and community members shall be given  
10 the opportunity to express their opinions.

11 The goals of instruction for the family life education program shall be to:<sup>2</sup>

- 12 1. Provide accurate information about human reproduction, including conception, birth, and  
13 prenatal care, with specific emphasis on the family unit and the responsibilities and  
14 consequences relating to sexual activity;
- 15 2. Adapt this information to the age and grade level of students;
- 16 3. Promote, encourage and increase communication between parents and students;
- 17 4. Increase decision-making skills;
- 18 5. Offer information that will help students act responsibly;
- 19 6. Enhance and develop the student's self-esteem; and
- 20 7. Provide instruction on the prevention of dating violence.

21 Within these goals and at appropriate age and grade levels, the information presented will include:

- 22 1. Anatomy, physiology, and psychology of adolescence and sexual growth;
- 23 2. Marriage and responsibilities of family life;
- 24 3. Responsibilities of parents and child care;
- 25 4. Legal aspects of sexual conduct;
- 26 5. Self-respect, self-control, and individual differences among people;
- 27 6. Community resources;
- 28 7. Pregnancy and childbirth; and

# Hickman County Board of Education

Descriptor Term: <b>Interscholastic Athletics</b>	Descriptor Code: <b>4.301</b>	Issued Date: <b>03/02/20</b>
	Rescinds: <b>4.301</b>	Issued: <b>01/08/18</b>

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

10 Interscholastic athletics shall be administered as a part of the regular school program and shall be the  
11 principal's responsibility. Principals shall ensure that school regulations regarding participation in a  
12 sport are reasonable. Athletic schedules shall be filed in each school principal's office. The principal or  
13 his/her designee must accompany an athletic team on trips. Transportation of teams to athletic games is  
14 approved by the Board, provided the team's school reimburses the Board for mileage.

15 Bylaws of the Tennessee Secondary School Athletic Association shall regulate the operation and  
16 control of athletics.<sup>3</sup> The Director of Schools shall develop a code of conduct for all coaches to follow  
17 in order to ensure the health and safety of athletes.<sup>4</sup>

18 In the event that the school's insurance provider does not extend coverage to an athlete, that athlete  
19 must provide proof of independently secured catastrophic coverage and liability coverage, with the  
20 school system as a named insured, of not less than the limits set forth in TCA § 29-20-403.<sup>5</sup> It shall be  
21 the responsibility of the parent(s)/guardian(s) to provide health and hospitalization insurance for all  
22 students participating in interscholastic athletics.

23 Prior to participation in interscholastic athletics, every student must complete an annual physical  
24 examination.<sup>6</sup> The parents/guardians of each student shall be responsible for covering the cost of the  
25 examination, and these records shall be on file in the principal's office. It shall be the responsibility of  
26 the parent(s) or guardian to provide health and hospitalization insurance for all students participating in  
27 interscholastic athletics.

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

32 Students shall not be required to attend a school athletic event, or event related to participation on a  
school athletic team, if the event is on an official school holiday, observed day of worship, or religious

# Hickman County Board of Education

Descriptor Term: <b>Graduation Requirements</b>	Descriptor Code: <b>4.605</b>	Issued Date: <b>08/03/20</b>
	Rescinds: <b>4.605</b>	Issued: <b>05/04/20</b>

## 1 *General*

2 The program of studies shall include areas required by the State Board of Education.

3 Before high school graduation, every student shall:<sup>1</sup>

- 4 1. Achieve the specified twenty-four (24) units of credit;
- 5 2. Have satisfactory records of attendance and conduct;
- 6 3. Take the ACT or SAT prior to graduation;<sup>2</sup> and
- 7 4. Pass a United States civics test.<sup>3</sup>

8 Students achieving the minimum twenty-two credits will be awarded a state diploma. In order to  
9 receive a Hickman County diploma, students shall obtain twenty-four credits.

## 10 **SPECIAL EDUCATION STUDENTS<sup>4</sup>**

11 Special education students who earn the prescribed twenty-four (24) credit minimum shall be awarded  
12 a regular high school diploma.

### 13 *Special Education Diploma*

14 A special education diploma shall be awarded to students who have not met the requirements for a  
15 regular high school diploma,<sup>5</sup> but have:

- 16 1. Completed four (4) years of high school;
- 17 2. Made satisfactory progress on their IEP; and
- 18 3. Maintained satisfactory records of attendance and conduct.

### 19 *Occupational Diploma*

20 Special education students who do not meet the requirements for a regular high school diploma may be  
21 awarded an occupational diploma if the student has:<sup>1,4</sup>

- 22 1. Completed at least four (4) years of high school;
- 23 2. Made satisfactory progress on their IEP;
- 24 3. Maintained satisfactory records of attendance and conduct;
- 25 4. Completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment  
26 (SKEMA); and
- 27 5. Has two (2) years of paid or non-paid work experience.

1 The director of schools may exclude Tennessee Comprehensive Assessment Program scores from  
2 students' final grades if scores are not received by the district at least five (5) instructional days before  
3 the end of the school year.<sup>4,5</sup>

4 TNReady<sup>4</sup> and EOC<sup>5</sup> scores will be included in students' final grades as follows:

- 5 a) Grades 3-5 - 5% of the last nine (9) weeks
- 6 b) Grades 6-8 - 10% of the last nine (9) weeks
- 7 c) Grades 9-12 - 15% of the last nine (9) weeks

8  
9 EOC scores will be incorporated into a student's report card using the target score method that  
10 compares the student score to the distribution of the class. The director of schools may exclude end-of-  
11 course (EOC) scores from students' final grades if scores are not received by the district at least five  
12 (5) instructional days before the end of the course.<sup>4,5</sup>

13 Before being included in the students' final grades, end-of-course (EOC) test scores will be converted  
14 to a 100-point scale using the Target Score Method, which adjusts each student's score based on the  
15 average of all students in the class in the county. The conversion is calculated as follows:  
16

$$17 \quad S_{EOC} = \left( \frac{P_{earned}}{P_{possible}} \right)^F \cdot 100\%$$

$$18 \quad F = \frac{\log_{10} \left( \frac{S_{avg}}{100} \right)}{\log_{10} \left( \frac{P_{avg}}{P_{possible}} \right)}$$

19 Where, for a specific subject:

20  $S_{EOC}$  = the student's EOC score, converted to a 100-point scale using the Target Score Method

21  $P_{earned}$  = points earned by the student on the EOC test

22  $P_{possible}$  = maximum points possible on the EOC test

23  $F$  = scaling factor

24  $S_{avg}$  = the average classroom grade for all Hickman County Students in the class

25  $P_{avg}$  = the average points earned on the EOC test for all Hickman County students in the class

## 26 **INTEREST INVENTORIES AND CAREER ASSESSMENTS<sup>6</sup>**

27 Interest inventories shall be made available to 9<sup>th</sup> graders. These will include assessments such as the  
28 Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, or the College Board Career Finder.

29 Career aptitude assessments shall be administered to 8<sup>th</sup> graders in order to inform the student's high  
30 school plan of study. Upon receiving the results from these assessments, the school shall provide

1 students with information on any available career and technical education opportunities in which the  
2 student is eligible to participate in.

### 3 TESTING INFORMATION AND PARENTAL CONSENT

4 Any test directly concerned with measuring student ability or achievement through individual or group  
5 psychological or socio-metric tests shall not be administered by or with the knowledge of any  
6 employee of the system without first obtaining written consent of the parents or guardians.<sup>2</sup>

7 Results of all group tests shall be recorded on the students' permanent records and shall be made  
8 available to appropriate personnel in accordance with established procedures.<sup>7</sup>

9 No later than July 31 of each year, the Board shall publish on its website information related to state  
10 and board mandated tests that will be administered during the school year. The information shall  
11 include:<sup>8</sup>

- 12 1. The name of the test;
- 13 2. The purpose and use of the test;
- 14 3. The grade or class in which the test will be administered;
- 15 4. The tentative date or dates that the test will be administered;
- 16 5. The time and manner in which parents and students will be notified of the results of the test;
- 17 6. How parents can access the questions and answers on their student's state-required tests; and
- 18 7. If a board mandated test, how the test complements and enhances student instruction and  
19 learning and how it serves a purpose distinct from state-required test.

20 Beginning with the 2015-2016 school year and for school years thereafter, the testing information shall  
21 also be placed in student handbooks or other school publications that are provided to parents on an  
22 annual basis.

---

#### Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(7); TRR/MS 0520-01-03-.06(1)(b)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.06(1)(b); State Board of Education Policy 2.103; TCA 49-1-617
6. Public Acts of 2019, Chapter No. 108
7. TCA 10-7-504
8. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103

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#### Cross References

Student Surveys, Analyses, and Evaluations 6.4001  
Student Records 6.600

# Hickman County Board of Education

Descriptor Term: <b>Testing Programs</b>	Descriptor Code: <b>4.700</b>	Issued Date: <b>06/01/20</b>
	Rescinds: <b>4.700</b>	Issued: <b>10/07/19</b>

1 The Board shall provide for a system-wide testing program which shall be periodically reviewed and  
2 evaluated. The purposes of the program shall be to:

- 3 1. Assist in promoting accountability;
- 4 2. Determine the progress of students;
- 5 3. Assess the effectiveness of the instructional program and student learning;
- 6 4. Aid in counseling and guiding students in planning future education and other endeavors;
- 7 5. Analyze the improvements needed in a given instructional area;
- 8 6. Assist in the screening of students with learning difficulties;<sup>1</sup>
- 9 7. Assist in placing students in remedial programs;
- 10 8. Provide information for college entrance and placement; and
- 11 9. Assist in educational research by providing data.<sup>2</sup>

12 The director of schools shall be responsible for planning and implementing the program, which  
13 includes:

- 14 1. Determining specific purposes for each test;
- 15 2. Selecting the appropriate test to be given;
- 16 3. Establishing procedures for administering the tests;
- 17 4. Making provision for interpreting and disseminating the results;
- 18 5. Maintaining testing information in a consistent and confidential manner; and
- 19 6. Ensuring that results are obtained as quickly as possible, especially when placement in a  
20 special learning program might be necessary.

21 State-mandated student testing programs shall be undertaken in accordance with procedures published  
22 by the State Department of Education.<sup>3</sup>

1 The director of schools may exclude Tennessee Comprehensive Assessment Program scores from  
2 students' final grades if scores are not received by the district at least five (5) instructional days before  
3 the end of the school year.<sup>4,5</sup>

4 TNReady<sup>4</sup> and EOC<sup>5</sup> scores will be included in students' final grades as follows:

- 5 a) Grades 3-5 - 5% of the last nine (9) weeks
- 6 b) Grades 6-8 - 10% of the last nine (9) weeks
- 7 c) Grades 9-12 - 15% of the last nine (9) weeks

8  
9 EOC scores will be incorporated into a student's report card using the target score method that  
10 compares the student score to the distribution of the class. The director of schools may exclude end-of-  
11 course (EOC) scores from students' final grades if scores are not received by the district at least five  
12 (5) instructional days before the end of the course.<sup>4,5</sup>

13 Before being included in the students' final grades, end-of-course (EOC) test scores will be converted  
14 to a 100-point scale using the Target Score Method, which adjusts each student's score based on the  
15 average of all students in the class in the county. The conversion is calculated as follows:  
16

$$17 S_{EOC} = \left( \frac{P_{earned}}{P_{possible}} \right)^F \cdot 100\%$$

$$18 F = \frac{\log_{10} \left( \frac{S_{avg}}{100} \right)}{\log_{10} \left( \frac{P_{avg}}{P_{possible}} \right)}$$

19 Where, for a specific subject:

20  $S_{EOC}$  = the student's EOC score, converted to a 100-point scale using the Target Score Method

21  $P_{earned}$  = points earned by the student on the EOC test

22  $P_{possible}$  = maximum points possible on the EOC test

23  $F$  = scaling factor

24  $S_{avg}$  = the average classroom grade for all Hickman County Students in the class

25  $P_{avg}$  = the average points earned on the EOC test for all Hickman County students in the class

## 26 **INTEREST INVENTORIES AND CAREER ASSESSMENTS<sup>6</sup>**

27 Interest inventories shall be made available to 9<sup>th</sup> graders. These will include assessments such as the  
28 Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, or the College Board Career Finder.

29 Career aptitude assessments shall be administered to 8<sup>th</sup> graders in order to inform the student's high  
30 school plan of study. Upon receiving the results from these assessments, the school shall provide

1 students with information on any available career and technical education opportunities in which the  
2 student is eligible to participate in.

### 3 TESTING INFORMATION AND PARENTAL CONSENT

4 Any test directly concerned with measuring student ability or achievement through individual or group  
5 psychological or socio-metric tests shall not be administered by or with the knowledge of any  
6 employee of the system without first obtaining written consent of the parents or guardians.<sup>2</sup>

7 Results of all group tests shall be recorded on the students' permanent records and shall be made  
8 available to appropriate personnel in accordance with established procedures.<sup>7</sup>

9 No later than July 31 of each year, the Board shall publish on its website information related to state  
10 and board mandated tests that will be administered during the school year. The information shall  
11 include:<sup>8</sup>

- 12 1. The name of the test;
- 13 2. The purpose and use of the test;
- 14 3. The grade or class in which the test will be administered;
- 15 4. The tentative date or dates that the test will be administered;
- 16 5. The time and manner in which parents and students will be notified of the results of the test;
- 17 6. How parents can access the questions and answers on their student's state-required tests; and
- 18 7. If a board mandated test, how the test complements and enhances student instruction and  
19 learning and how it serves a purpose distinct from state-required test.

20 Beginning with the 2015-2016 school year and for school years thereafter, the testing information shall  
21 also be placed in student handbooks or other school publications that are provided to parents on an  
22 annual basis.

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#### Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(7); TRR/MS 0520-01-03-.06(1)(b)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.06(1)(b); State Board of Education Policy 2.103; TCA 49-1-617
6. Public Acts of 2019, Chapter No. 108
7. TCA 10-7-504
8. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103

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#### Cross References

- Student Surveys, Analyses, and Evaluations 6.4001  
Student Records 6.600



# Hickman County Board of Education

	Descriptor Term: <b>Application and Employment</b>	Descriptor Code: <b>5.106</b>	Issued Date: <b>07/06/20</b>
		Rescinds: <b>5.106</b>	Issued: <b>08/06/18</b>

## 1 APPLICATION

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

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

11 Any costs incurred to perform these background checks and fingerprinting shall be paid by the  
12 applicant. The Board shall reimburse the applicant if a position is offered and accepted.<sup>4</sup>

### 13 *Professional Employees*

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

19 No person shall be employed:

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

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

4 *Support Employees*

5 No person shall be employed:

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

17 **EMPLOYMENT**

18 *Professional Employees*

19 After checking references and receiving written recommendations, the Director of Schools shall hire  
20 and assign qualified applicants.

21 *Initial Employment*

22 Upon initial employment, the Director of Schools shall notify such person, in writing, of the offer and  
23 conditions of employment. Upon receipt of employment notification, such person shall have fourteen  
24 (14) days to accept or reject, in writing, the offered employment.<sup>1</sup> From the date of the written  
25 acceptance, such person is considered to be under employment with the system and is subject to all  
26 rights, privileges, and duties.

27 *Support Employees*

28 After checking references and receiving written recommendations from principals and/or supervisors,  
29 the Director of Schools shall hire and assign qualified applicants.

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**Legal References**

1. TCA 49-5-406
2. State Board of Education Policy 5.501
3. TCA 49-5-406 (a)(2)(A)
4. TCA 49-5-413(c)
5. TCA 49-2-131
6. TCA 49-5-403; TCA 49-5-101
7. TCA 49-5-413(e)
8. TCA 49-5-404; TRR/MS 0520-01-03-.08(2)(f)
9. TCA 49-5-405
10. TCA 49-5-413(a),(f)
11. Immigration Reform and Control Act of 1986; Pub. L. No. 99-603, 100 Stat. 3359

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**Cross References**

Orientation and Probation 5.107  
Compensation Guides & Contracts 5.110  
Background Investigations 5.118  
Recommendations and File Transfers 5.203  
Qualifications and Duties of the Director of Schools 5.802

# Hickman County Board of Education

	Descriptor Term: <b>Teacher Tenure</b>	Descriptor Code: <b>5.117</b>	Issued Date: <b>08/03/20</b>
		Rescinds: <b>5.117</b>	Issued: <b>05/07/18</b>

1 *General*

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

4 **TENURE ELIGIBILITY<sup>2</sup>**

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

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

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

24 **ACQUISITION OF TENURE STATUS**

25 Once a teacher is eligible for tenure, he/she shall be either recommended by the director of schools for  
26 tenure or nonrenewed. If tenure is denied by the board, the teacher shall be dismissed.<sup>4</sup>

27 The following additional guidelines shall apply:

- 28 1. The director of schools will recommend persons eligible for tenure at a board meeting in ample  
29 time to provide notice of non-renewal to each teacher not recommended for tenure within five (5)  
30 business days following the last instructional day for the school year.<sup>5</sup>

31

- 1 2. The decision to grant tenure is solely within the discretion of the board.<sup>6</sup> Only those teachers who  
2 receive a majority vote of the membership of the board will be granted tenure.<sup>7</sup>  
3
- 4 3. A teacher who is eligible for tenure, but tenure is denied by the board, shall not be rehired beyond  
5 the current contract year.<sup>4</sup>

## 6 **TEACHER RETURNING TO EMPLOYMENT**

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

## 12 **TEACHER TRANSFERRING FROM ANOTHER SCHOOL SYSTEM<sup>9</sup>**

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

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

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

## 22 **TEACHER RETURNING TO PROBATIONARY STATUS<sup>10</sup>**

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

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

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

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**Legal References**

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

**Cross References**

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

# Hickman County Board of Education

Descriptor Term: <b>Separation Practices for Tenured Teachers</b>	Descriptor Code: <b>5.200</b>	Issued Date: <b>01/04/21</b>
	Rescinds: <b>5.200</b>	Issued: <b>11/02/20</b>

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

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

## 8 **SUSPENSION OF THREE DAYS OR LESS**<sup>2,3,4</sup>

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

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

## 18 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS**<sup>5</sup>

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

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

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

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

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

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

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

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

## 21 RESIGNATION

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

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

- 27 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement  
28 of a physician approved by the Board;
- 29 2. The release by the Board of the teacher from the contract which the teacher has entered into with the  
30 Board.<sup>6</sup>

31 Any teacher on leave shall notify the director of schools in writing at least thirty (30) days prior to the date of  
32 return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to  
33 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 the State  
35 Board of Education and request the suspension of a teacher's certificate. After the State Board of Education has  
36 provided the teacher an opportunity for defense during a hearing, the State Board of Education may suspend the  
37 certificate for no less than thirty (30) and no more than three hundred sixty-five (365) days.<sup>8</sup>

38

39

**1 RETIREMENT**

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

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

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

12 The director of schools may employ teachers retired for at least one year for full-time employment as a  
13 kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost or  
14 suspended under certain conditions, which include but are not limited to the following:<sup>10</sup>

- 15 1. The director of schools of the employing system must certify in writing that no other qualified  
16 individuals are available to fill the position;
- 17 2. The Commissioner of Education must certify that the employing school system serves an area that lacks  
18 qualified teachers to serve in the position to be filled;
- 19 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 20 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or receive  
21 medical insurance coverage; and
- 22 5. The salary paid to the retired member shall not be less than the rate of compensation set by the Board  
23 for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the  
24 rate of compensation set by Board for teachers with comparable training and years of experience filling  
25 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

# Hickman County Board of Education

Descriptor Term: <b>Separation Practices for Non-Tenured Teachers</b>	Descriptor Code: <b>5.201</b>	Issued Date: <b>11/02/20</b>
	Rescinds: <b>5.201</b>	Issued: <b>10/05/20</b>

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

2 The director of schools may suspend a teacher at any time that may seem necessary, pending  
3 investigation or final disposition of a case before the board or an appeal. If the matter under  
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. Under no circumstances shall the director  
7 of schools suspend a non-tenured teacher with pay. If vindicated or reinstated, the non-tenured teacher  
8 shall be paid full salary for the period of suspension.

## 9 **SUSPENSION OF THREE DAYS OR LESS**<sup>2</sup>

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

## 16 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS**

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

20 The director of schools shall give the non-tenured teacher an opportunity for a full and complete  
21 hearing before an impartial hearing officer.<sup>2</sup>

22 The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will  
23 hear the case and the employee shall have the right to:

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

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

1 schools. Within twenty (20) days' of receipt of notice, the director shall prepare a copy of the  
2 proceedings, transcript, documentary and other evidence presented and provide the Board a copy of the  
3 same.

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

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

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

13 The director of schools shall also have the right to appeal any adverse ruling by the Hearing Officer in  
14 same manner as the non-tenured teacher.

15 Within twenty (20) days after receipt of notice of the decision of the Board, either party may appeal to  
16 the chancery court in the county where the school system is located. The Board shall provide the entire  
17 record of the hearing to the court.

## 8 **NONRENEWAL**

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

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

24 The director of schools is under no obligation to re-employ non-tenured teachers at the end of their  
25 con- tract period. If the director of schools determines not to renew the contract of a non-tenured  
26 teacher,<sup>1</sup> the following action shall be taken:

- 27 1. The Board shall be notified at the next regular board meeting; and
- 28 2. Written notice of non-renewal shall be sent to the teacher by certified mail or overnight carrier,  
29 or by email within five (5) business days following the last instructional day for the school  
30 year.<sup>3</sup>

## 31 **RESIGNATION**

32 A teacher shall give the director of schools notice of resignation at least thirty (30) days before the  
33 effective date of the resignation.<sup>4</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>5</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 release by the Board of the teacher from the contract which the teacher has entered into  
4 with the Board.

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

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

### 13 RETIREMENT

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

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

21 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year  
22 without loss of retirement benefits. Retired teachers may substitute teach for additional days if the  
23 director of schools certifies in writing to the Division of Retirement that no other qualified personnel  
24 are available to substitute teach.<sup>8</sup>

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

- 28 1. The director of schools of the employing system must certify in writing that no other qualified  
29 individuals are available to fill the position;
- 30 2. The Commissioner of Education must certify that the employing school system serves an area  
31 that lacks qualified teachers to serve in the position to be filled;
- 32 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 33 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or  
34 receive medical insurance coverage; and
- 35 5. The salary paid to the retired member shall not be less than the rate of compensation set by the  
36 Board for teachers with no experience filling similar positions, nor more than eighty-five  
37 percent (85%) of the rate of compensation set by Board for teachers with comparable training  
38 and years of experience filling similar positions.

- 1 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*
- 2 *does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of*
- 3 *non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this*
- 4 *policy.)*

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Legal References

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

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Cross References

- Public Hearings 1.401  
Recommendations and File Transfers 5.203

# Hickman County Board of Education

	Descriptor Term:	Descriptor Code: <b>6.200</b>	Issued Date: <b>01/04/21</b>
	<b>Attendance</b>	Rescinds: <b>6.200</b>	Issued: <b>12/02/19</b>

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 official school day for students begins at 8:00 a.m. and concludes at  
3 3:00 p.m. unless so noted on the Board approved calendar.

4 The attendance supervisor shall oversee the entire attendance program which shall include: <sup>1</sup>

- 5 1. All accounting and reporting procedures and their dissemination;
- 6
- 7 2. Alternative program options for students who severely fail to meet minimum attendance  
8 requirements;
- 9
- 10 3. Ensuring that all school age children attend school;
- 11
- 12 4. Providing documentation of enrollment status upon request for students applying for new or  
3 reinstatement of driver's permit or license; and
- 14
- 15 5. Notifying the Department of Safety whenever a student with a driver's permit or license  
16 withdraws from school.<sup>2</sup>

17 Student attendance records shall be given the same level of confidentiality as other student records.  
18 Only authorized school officials with legitimate educational purposes may have access to student  
19 information without the consent of the student or parent/guardian.<sup>3</sup>

20 Absences shall be classified as either excused or unexcused as determined by the principal/designee.  
21 Excused absences shall include:<sup>4</sup>

- 22 1. Personal illness;
- 23
- 24 2. Illness of immediate family member;
- 25
- 26 3. Death in the family;
- 27
- 28 4. Extreme weather conditions;
- 29
- 30 5. Religious observances;<sup>5</sup>
- 31
- 32 6. Pregnancy;

1 7. School-endorsed activities;

2  
3 8. Summons, subpoena, or court order; or

4  
5 9. Circumstances which in the judgment of the principal create emergencies over which the  
6 student has no control.

7 The principal shall be responsible for ensuring that:<sup>6</sup>

8 1. Attendance is checked and reported daily for each class;

9  
10 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent  
11 for the majority of the day;

12  
13 3. All student absences are verified;

14  
15 4. Written excuses are submitted for absences and tardiness;

16  
17 5. System-wide procedures for accounting and reporting are followed.

## 18 **TRUANCY**

### 19 *General*

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

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

33 The director of schools/designee shall develop appropriate administrative procedures to implement this  
34 policy.

### 35 *Progressive Truancy Intervention Plan*<sup>8</sup>

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

1 Students with three (3) unexcused absences shall be subject to the progressive truancy intervention  
2 framework outlined below.

### 3 **Tier I**

4 Tier I of the progressive truancy plan shall apply to all students within the district and include  
5 schoolwide prevention-oriented supports to assist with satisfactory attendance. These supports shall  
6 include, but are not limited to,

- 7 1. A conference with the student and the student's parent/guardian;  
8
- 9 2. An attendance contract, based on the conference, signed by the student, the parent/guardian,  
10 and an attendance officer. The contract shall include:
  - 11 a. A specific description of the school's attendance expectations for the student;
  - 12 b. The period for which the contract is effective. The term of the contract must not exceed  
13 ninety (90) school days or continue beyond the last day of the semester, whichever  
14 comes first; and
  - 15 c. Penalties for additional absences and alleged school offenses, including additional  
16 disciplinary action and potential referral to juvenile court; and  
17
- 18 3. Regularly scheduled follow-up meetings to discuss the student's progress.  
19

0 If the student accumulates additional unexcused absences in violation of the attendance contract, in  
21 Tier I, he/she shall be subject to Tier II.

### 22 **Tier II**

23 An individualized assessment by a school employee of the reasons a student has been absent from  
24 school. This may result in referral to counseling, community-based services, or other services to  
25 address the student's attendance problems.

### 26 **Tier III**

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

28 Tier III interventions must include a review of the previous individualized assessment and an amended  
29 attendance contract but may also result in further action including but not limited to a review of grades  
30 and the discipline record, a referral to restorative justice programs, a referral to community-based  
31 services, or a referral to the Department of Children's Services.

32 These interventions shall be determined by a team formed at each school. The interventions shall  
33 address student needs in an age-appropriate manner. Finalized plans shall be approved by the Director  
34 of Schools/designee.

35

36

## 1 **NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY**<sup>9</sup>

2 A principal/designee may excuse a student to participate in non-school sponsored extracurricular  
3 activities. The principal shall document the approval in writing and shall excuse no more than ten (10)  
4 absences each school year. No later than seven (7) business days prior to the student's absence, the  
5 student shall provide documentation to the school as proof of the student's participation along with a  
6 written request for the excused absence from the student's parent/guardian. The request shall include  
7 the following:

- 8 1. Student's name and personal identification number;
- 9
- 10 2. Student's grade;
- 11
- 12 3. The dates of the student's absence;
- 13
- 14 4. The reason for the student's absence; and
- 15
- 16 5. The signatures of the student and parent/guardian.

## 17 **RELEASED TIME COURSE**<sup>10</sup>

18 A principal/designee may excuse a student to attend a course in religious moral instruction for up to  
19 one (1) class period per school day. Students shall not be excused during any class which requires an  
0 examination for state or federal accountability purposes.

21 The student shall submit a written consent form signed by the student's parent/guardian prior to  
22 participation in the released time course. The principal/designee shall document the approval in  
23 writing. The student shall provide documentation to the principal/designee as proof of the student's  
24 participation in the released time course.

25 The district shall not be responsible for transporting students to and from the place of instruction.

26 Upon submission of the student's transcript from the entity that provided the released time course, the  
27 student may be awarded one-half (1/2) unit of elective credit.

28 The Director of Schools shall develop procedures with secular criteria for determining whether credit  
29 shall be awarded.

## 30 **MILITARY SERVICE OF PARENT/GUARDIAN**

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

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

1

**2 MAKE-UP WORK**

3 All missed class work or tests (whether from excused or unexcused absence) may be made up provided  
4 the student makes the request immediately upon returning to school and provided instruction time is  
5 not taken from other students.

6 A grade of incomplete will be received for any work missed until the work is completed. A student  
7 may have up to three (3) days to make up work from a single absence and up to five (5) days to make  
8 up work from an absence longer than a single day. It is the student's responsibility to make  
9 arrangements for make-up work, and if not completed in the allotted time, a grade of zero (0) will be  
10 recorded for the assignments.

11 For school-sponsored activities, the student will be required to make up all work missed and will  
12 receive full credit for the assignment or upon completion of a test. The student will not be counted  
13 absent for a school sponsored event (school planned, school-directed, and teacher supervised).

**14 STATE-MANDATED TESTS/END OF COURSE EXAMS**

15 Students who are absent the day of the scheduled End of Course Exams must present a signed doctor's  
16 excuse or must have been given an excused release by the principal prior to testing to receive an  
17 excused absence. Students who have excused absences will be allowed to take a make-up exam that  
18 will count as 15% of their grade. Excused students will receive an incomplete in the course until they  
19 have taken the End of Course Exam.

20 Students who have an unexcused absence shall receive a failing grade on the course exam which shall  
21 be averaged into their final grade at 15%.

**22 CREDIT/PROMOTION DENIAL**

23 Credit/promotion denial determinations may include student attendance, however, student attendance  
24 may not be the sole criterion.<sup>12</sup> However, if attendance is a factor, prior to credit/promotion denial, the  
25 following shall occur:

26

27 1. Parents and students shall be advised if a student is in danger of credit/promotion denial due  
28 to excessive absenteeism.

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

**30 DRIVER'S LICENSE REVOCATION<sup>2</sup>**

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

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

## 1 ATTENDANCE HEARING<sup>13</sup>

- 2 Students with excessive (more than 5) unexcused absences or those in danger of credit/promotion  
 3 denial shall have the opportunity to appeal to an attendance hearing committee appointed by the  
 4 principal. If the student chooses to appeal, the student or their parent/guardian shall be provided  
 5 written or actual notice of the appeal hearing and shall be given the opportunity to address the  
 6 committee. The committee will conduct a hearing to determine if any extenuating circumstances exist  
 7 or to determine if the student has met attendance requirements that will allow him/her to pass the  
 8 course or be promoted. Upon notification of the attendance committee decision, the principal shall  
 9 send written notification to the director of schools/designee and the parent(s)/guardian(s) of the student  
 10 of any action taken regarding the excessive unexcused absences. The notification shall advise  
 11 parents/guardian(s) of their right to appeal such action within two (2) school days to the director of  
 12 schools/designee.
- 13 The appeal shall be heard no later than ten (10) school days after the request for appeal is received.
- 14 Within five (5) school days of the director of schools/designee rendering a decision, the student's  
 15 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.  
 16 Following the review, the Board may affirm or overturn the decision of the director of  
 17 schools/designee. The action of the Board shall be final.
- 18 The director of schools/designee shall ensure that this policy is posted in each school building and  
 19 disseminated to all students, parents, teachers and administrative staff.

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### Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c)
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(1)(c); 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 49-6-3022
10. TCA 49-2-130
11. TCA 49-6-3019
12. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
13. TRR/MS 0520-01-02-.17(2)

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### Cross References

- School Calendar 1.800
- Extracurricular Activities 4.300
- Interscholastic Athletics 4.301
- Field Trips/Excursions/Competitions 4.302
- Reporting Student Progress 4.601
- Promotion and Retention 4.603
- Recognition of Religious Beliefs, Customs, & Holidays 4.803
- Voluntary Pre-K Attendance 6.2011
- Students in Foster Care 6.505
- Student Records 6.600

# Hickman County Board of Education

	Descriptor Term: <h2 style="text-align: center;">Home Schools</h2>	Descriptor Code: <b>6.202</b>	Issued Date: <b>01/04/21</b>
		Rescinds: <b>6.202</b>	Issued: <b>10/01/18</b>

1 A "home school" is a school conducted or directed by parent or parents or legal guardian or guardians  
 2 for their own children. Home schools which teach K-12 where the parents are associated with an  
 3 organization that conducts church-related schools (*as defined by §49-50-801*) which are supervised by  
 4 such organization and which administer standardized achievement tests at the same time tests are given  
 5 in their regular day schools are exempt from the following provisions, but must follow procedures  
 6 issued by the State Department of Education.<sup>1</sup>

7 A parent wishing to conduct a home school shall meet the following requirements:<sup>2</sup>

- 8 1. Provide annual notice to the director of schools before the commencement of each school  
 9 year of the intent to conduct a home school;
- 10 2. Submit to the director of schools the name, number, age, grade level of children involved,  
 11 location of the school, curriculum to be offered, proposed hours of instruction, qualifications  
 12 of the parent/teacher, whether a college preparatory or general course of education will be  
 13 taught in grades 9-12, and a description of the courses to be taught each year;
- 14 3. Maintain attendance records, subject to inspection of the local director of schools;
- 15 4. Submit attendance records to the director of schools at the end of each school year;
- 16 5. Provide instruction for at least four (4) hours per day for the same number of instructional  
 17 days as are required by state law for public schools;<sup>3</sup>
- 18 6. Possess a high school diploma, GED, or HiSET;<sup>4</sup>
- 19 7. Cooperate in the administration to home school students of appropriate tests by the  
 20 Commissioner of Education, his/her designee or by a professional testing service;
- 21 8. Take action according to state law if home school student falls behind appropriate grade  
 22 level;
- 23 9. Submit proof to the director of schools that the home school student has been vaccinated as  
 24 required by law;<sup>5</sup>
- 25 10. Submit proof to the director of schools that other health services and examinations as  
 26 required by law have been received by the home school student; and  
 27  
 28  
 29  
 30  
 31  
 32  
 33  
 34  
 35  
 6

1 11. In the event of illness or inadequacy of the home school parent-teacher to teach a specific  
2 subject, employ a tutor having the same qualifications as required of parent/teacher.

3 If one or more of these requirements are not met, the Board authorizes the director of schools to take  
4 formal action to bring the child into compliance with the Compulsory Attendance Law (until the child  
5 has reached age 17), either in the home school or in a public, private or church-related school.

6 It shall be the policy of this Board that public school facilities shall be available for home school  
7 instruction only when *all* of the following conditions exist:

8 1. Special needs courses are being taught which require services unavailable to the home school  
9 student;

10 2. These services cannot be provided through any means other than the public schools;

11 3. Requests for services are made known by the home school parent when notice is given to the  
12 director of schools of the intent to conduct a home school;

13 4. The director of schools investigates request and make recommendations to the Board;

14 5. No overcrowding, additional expenses, including providing transportation, or other special  
15 situations which interfere with the normal operation of the school system shall be incurred;  
16 and

17 6. Approval by the Board on a case-by-case basis.

18 The director of schools, through the attendance supervisor, shall have the attendance records of the  
19 home school inspected at least two (2) times each school year in order to provide assistance in  
20 implementing the Compulsory Attendance Law.

## 21 **Student Performance<sup>6</sup>**

22 If a home school student falls more than one (1) year behind his appropriate grade level in his/her  
23 comprehensive test score for two (2) consecutive tests, and if a certified teacher who would have  
24 taught the child at his/her grade level determines through appropriate means that the student is not  
25 learning disabled, the director of schools shall require the parents to enroll the child in a public, private  
26 or church-related school.

1. TCA 49-50-801(a)
2. TCA 49-6-3050(b)
3. TCA 49-6-3004(a)
4. Public Acts of 2021, Chapter No. 493
5. TCA 49-6-5001
6. TCA 49-6-3050(b)(6)

## Compulsory Attendance Ages 6.201

# Hickman County Board of Education

	Descriptor Term: <b>Alternative Education</b>	Descriptor Code: <b>6.319</b>	Issued Date: <b>03/01/21</b>
		Rescinds: <b>6.319</b>	Issued: <b>10/05/20</b>

1 *General*

2 The Board shall operate an alternative school program for students in grades 6-12 who have been  
3 suspended or expelled from regular school programs, or in lieu of suspension or expulsion for students  
4 who display inappropriate behavior (Grade 6 - Zero Tolerance only).<sup>1</sup> Attendance in alternative school  
5 programs shall be mandatory and students attending an alternative school located other than at their  
6 home school shall provide their own transportation.

7 An alternative school is a short-term intervention program designed to provide educational services  
8 outside the regular school program for students who have been suspended or expelled. The alternative  
9 school is located in a separate facility from the regular school program.

10 Alternative school programs shall be operated in accordance with state laws and the rules of the State  
11 Board of Education, and instruction shall proceed as nearly as practicable in accordance with the  
12 instructional programs at the student's home school.<sup>2</sup>

13 The director of schools shall develop procedures that provide appropriate educational opportunities for  
14 all students assigned to an alternative education program. These educational opportunities shall utilize  
15 Tennessee's academic standards, incorporate innovative teaching strategies, deliver research-based  
16 instructional techniques, and provide the resources necessary to foster student learning and  
17 achievement.

18 Annually, the director of schools/designee shall submit the following information to the Department of  
19 Education:

- 20 1. Alternative school(s) or program(s) currently in operation in the district;  
21  
22 2. Number and grade level of students served in an alternative education program;  
23  
24 3. Primary reason for student assignment to an alternative education program; and  
25  
26 4. Number of faculty and staff serving each alternative education program.

27 **ASSIGNMENT<sup>3</sup>**

28 The Director of Schools/designee is not required to assign a student to the alternative school or  
29 program if the student committed one of the following:

- 0 1. A zero tolerance offense;<sup>4</sup> or

1 2. An offense of violence or threatened violence, or an offense that threatened the safety of other  
2 students at the school, if the location of the alternative school or program is on the same grounds as the  
3 school from which the student was disciplined.<sup>5</sup>

4 Prior to the assignment of the student to an alternative school program, the director of schools/designee  
5 shall provide written notice to the student's parent/guardian stating the reason for the student's  
6 placement.<sup>6</sup>

7 Placement in an alternative education setting shall be reserved for students who significantly disrupt  
8 the educational process. If a student has an active Individualized Education Plan, a 504 plan, or is  
9 suspected of having a disability, all state and federal laws, rules, and regulations related to special  
10 education shall be followed. The director of schools/designee shall develop procedures regarding  
11 placement of students in the program, taking in to consideration the impact of exclusionary discipline  
12 practices.<sup>7</sup>

13 Attendance in alternative school programs shall be mandatory, and students attending an alternative  
14 school located outside of the school district shall provide their own transportation.

15 The director of schools/designee shall monitor and regularly evaluate the academic progress of each  
16 student enrolled in an alternative education program.

#### 17 **REMOVAL<sup>8</sup>**

18 A student may be removed from the alternative school or program if:

19 1. He/she violates the rules of the alternative school or program; or

20 2. He/she is not benefitting from the assignment and all interventions have been exhausted  
21 unsuccessfully.

#### 22 **ADDITIONAL OFFENSES<sup>9</sup>**

23 Any new disciplinary offense committed during a student's original suspension or expulsion period  
24 shall be treated as a new and separate offense. These offenses shall not constitute an extension of the  
25 original suspension or expulsion.

#### 26 **TRANSITION PLANS<sup>10</sup>**

27 The director of schools/designee shall develop procedures regarding the implementation of transition  
28 plans for the integration of students entering and exiting the program.

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Legal References

1. TCA 49-6-3402;TRR/MS 0520-01-02-.09
2. TRR/MS 0520-01-02-.09(9)(a)
3. TCA 49-6-3402(c)(1)(A)
4. TRR/MS 0520-01-02-.09(6)(a); TCA 49-6-3402(c)(1)(B)
5. Public Acts of 2021, Chapter No. 229
6. TRR/MS 0520-01-02-.09(9)(i)
7. TRR/MS 0520-01-02-.09(9)(h)
8. TCA 49-6-3402(c)(2)(A)
9. TRR/MS 0520-01-02-.09(9)(g)(2)
10. TRR/MS 0520-01-02-.09(9)(m)

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Cross References

Special Education 4.202  
Suspension 6.316  
Student Disciplinary Hearing Authority 6.317  
Special Education Students 6.500

# Hickman County Board of Education

	Descriptor Term: <b>Physical Examinations and Immunizations</b>	Descriptor Code: <b>6.402</b>	Issued Date: <b>05/03/21</b>
		Rescinds: <b>6.402</b>	Issued: <b>04/05/21</b>

## 1 **PHYSICAL EXAMINATIONS**<sup>1</sup>

2 The principal shall ensure that there is a complete physical examination of each student prior to:

- 3 1. Entering school for the first time.<sup>2</sup> This applies to kindergarten, first grade and other  
4 students for whom there is no health record; and
- 5 2. Participation as a member of any athletic team or in any other strenuous physical activity  
6 program.<sup>3</sup>

8 Cost of the examination shall be borne by the parent or guardian of the student. These records shall be  
9 on file in the principal's office.

10 Screening tests for vision, hearing, scoliosis and lice will be conducted. Parents/Guardians will receive  
'1 written notice of any screening result that indicates a condition that might interfere or tend to interfere  
+2 with a student's progress.

13 In general, the school district will not conduct physical examinations of a student without parental  
14 consent to do so or by court order, unless the health or safety of the student or others is in question.<sup>4</sup>

## 15 **IMMUNIZATIONS**

16 No students entering school, including those entering kindergarten or first grade, those from out-of-  
17 state and those from nonpublic schools, will be permitted to enroll (or attend) without proof of  
18 immunization, as determined by the Commissioner of Public Health.<sup>2,5</sup> It is the responsibility of the  
19 parents or guardians to have their children immunized and to provide such proof to the principal of the  
20 school which the student is to attend.<sup>5</sup>

22 Exceptions will be granted to any student whose parent/guardian files with school authorities a signed,  
23 written statement that such measures conflict with the one of the following:

- 25 1. His/her religious tenets and practices if in the absence of an epidemic or immediate threat of an  
26 epidemic, except in the event of a COVID-19 or any variant outbreak;<sup>5</sup> or
- 27 2. Due to medical reasons if the student has a written statement from his/her doctor excusing  
28 him/her from the immunization.<sup>6</sup>

30 Proof of exceptions will be in writing and filed in the same manner as other immunization records.

- 1 The Director of Schools shall ensure that appropriate immunization records are maintained for each
- 2 student.
- 3 A list of transfer students shall be kept at each school throughout the school year in order that their
- 4 records can be monitored by the Department of Health and Environment.

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**Legal References**

1. 20 USCA § 1232h(c)
2. TRR/MS 0520-01-03-.08(2)(a)
3. TRR/MS 0520-01-03-.08(2)(b)
4. Tennessee School Health Screening Guidelines,  
[https://www.tn.gov/content/dam/tn/education/esh/esh\\_school\\_local\\_health\\_screening\\_guidelines.pdf](https://www.tn.gov/content/dam/tn/education/esh/esh_school_local_health_screening_guidelines.pdf); 20 USCA § 1232h(c)(2)(C)
5. TCA 49-6-5001(a),(c) Public Acts of 2021, Chapter No. 513
6. TCA 49-6-5001(b)(c)(2)

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**Cross References**

Promoting Student Welfare 6.400

<b>Hickman County Board of Education</b>			
	Descriptor Term: <b>School District – School Board Legal Status and Authority</b>	Descriptor Code: <b>1.100</b>	Issued Date: <b>05/06/19</b>
		Rescinds: <b>1.100</b>	Issued: <b>03/06/17</b>

1 The legal basis for education in the school district of Hickman County, Tennessee, is vested in the will  
2 of the people as expressed in the Constitution of the state, the status pertaining to education, court  
3 interpretation of the validity of these laws and the powers implied in them. School boards are instruments  
4 of the state, and members of the Board are state officers chosen by citizens of the district to represent  
5 them and the state in the management of the public schools.<sup>1</sup>

6 The official name of the school district shall be: Hickman County Schools.

7 The school district shall serve residents of Hickman County and non-residents under conditions specified  
8 by state law and the Board of Education.<sup>2</sup>

9 The governing body shall be the Board of Education.

10 Because all powers of the Board lie in its action as a group, individual board members exercise their  
11 authority over district affairs only as they vote to take action at a legal meeting of the Board.

12 In other instances, an individual board member, including the chairman, shall have power only when  
13 specified by state law or when the Board, by vote, has delegated authority to him/her.

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Legal References:

1. TCA 49-1-101; TCA 49-1-102 (c); TCA 49-1-103
2. TCA 49-6-3104

# Hickman County Board of Education

	Descriptor Term:  <b>Board Goals</b>	Descriptor Code: <b>1.1001</b>	Issued Date: <b>05/06/19</b>
		Rescinds: <b>1.1001</b>	Issued: <b>03/06/17</b>

1 The Board is responsible to the people, for whose benefit the school district has been established. To  
2 meet this responsibility requires long-range planning in addition to attention to immediate problems.

3 The Board's primary objective is to establish those purposes, programs and procedures which will best  
4 produce the educational achievement needed by district students. The Board shall fulfill these  
5 responsibilities by functioning primarily as a legislative body to formulate and adopt policy and by  
6 evaluating results. Further, it must carry out its functions openly, while seeking the involvement and  
7 contributions of the public, students, and staff in its decision-making processes.

8 In accordance with these principals, the Board shall seek to achieve the following goals:

- 9 1. To provide leadership in order that the goals and objectives of the school district can be  
10 effectively carried out;
- 11 12 2. To conduct Board business openly, soliciting and encouraging broad-based involvement in  
13 the schools' decision-making processes by the public, students and staff;
- 14 15 3. To concentrate the Board's collective effort on its policy-making and planning  
16 responsibilities;
- 17 18 4. To formulate board policies which best serve the educational interests of each student and  
19 which conform to state and federal laws;
- 20 21 5. To provide the director of schools with sufficient and adequate guidelines for implementing  
22 board policies; and
- 23 24 6. To maintain effective communication with the public, staff and students in order to be  
25 aware of attitudes, opinions, desires and ideas.

# Hickman County Board of Education

	Descriptor Term: <h2 style="text-align: center;">Role of the Board of Education</h2>	Descriptor Code: <h3 style="text-align: center;">1.101</h3>	Issued Date: <h3 style="text-align: center;">05/06/19</h3>
		Rescinds: <h3 style="text-align: center;">1.101</h3>	Issued: <h3 style="text-align: center;">03/06/17</h3>

1 The Board will be guided by the general mandatory powers and duties of the Board as defined through  
 2 statute<sup>1</sup> which state or imply that a local Board of Education has full power to operate the local public  
 3 schools as it deems fit in compliance with state and federal mandates. The Board functions only when  
 4 in session.

5 The Board sees these as its required functions:

- 6 1. **Policy Oversight:**<sup>2</sup> The Board will develop policy and employ a chief school administrator  
 7 who shall carry out its policies through the development and implementation of administrative  
 8 procedures. The Board will evaluate the effectiveness of its policies and their implementation.  
 9 This includes setting and evaluating goals in educational and financial areas.
- 10 2. **Educational Planning:**<sup>3</sup> The Board will require reliable information from responsible sources  
 11 which enable it and the staff to work toward the continuous improvement of the educational  
 12 program.
- 13 3. **Provision of Financial Resources:**<sup>4</sup> The Board will adopt a budget to provide the necessary  
 14 funding in terms of buildings, staff, materials and equipment to enable the school system to  
 15 carry out its functions.
- 16 4. **Interpretation:** The Board will keep the local community informed about the school and keep  
 17 itself informed about the wishes of the public. The Board will build public support for the  
 18 schools by involving the public in the planning process.

19 The Board will provide, within the financial limitations set by the community, the best educational  
 20 opportunities possible for all children.

21 The Board shall exercise its powers through the legislation of policies for the organization and operation  
 22 of the school district. The Board will delegate the administration of the schools to the director of schools.

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Legal References

1. TCA 49-2-203
2. TCA 49-2-207
3. TCA 49-1-302(a)(1)-(3); TRR/MS 0520-02-01-.01
4. TCA 49-2-203(a)(10)(A)(i); TCA 49-1-302(a)(4)

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Cross References

- Duties of Board Members 1.202
- Policy Development & Adoption 1.600
- Administrative Procedures 1.601
- School District Goals 1.700
- School District Planning 1.701
- Annual Operating Budget 2.200

<b>Hickman County Board of Education</b>			
	Descriptor Term: <b>Board Members Legal Status</b>	Descriptor Code: <b>1.102</b>	Issued Date: <b>05/06/19</b>
		Rescinds: <b>1.102</b>	Issued: <b>03/06/17</b>

1 The legal status of board members shall be as follows:<sup>1</sup>

2 **NUMBER**

3 The Board is composed of seven (7) members. One member shall be elected from each school district,  
4 each school district being composed of one (1) County Commission district.

5 **QUALIFICATIONS**

6 Members of the Board shall be residents of and elected on a non-partisan basis from districts of  
7 substantially equal population,<sup>1</sup> and shall be citizens of recognized integrity, intelligence, and ability to  
8 administer the duties of the office.<sup>2</sup> To qualify as a candidate, an individual must show proof of  
9 graduation from high school or receipt of a G.E.D. No member of the County Commission nor any other  
10 County official shall be eligible for election as a member of the county Board of Education.<sup>3</sup>

11 **TERMS OF OFFICE**

12 Members of the Board shall serve four (4) year terms.<sup>1</sup>

13 **METHOD OF ELECTION**

14 Members of the Board shall be elected by qualified voters of Hickman County at the August election.

15 **VACANCIES**

16 Vacancies shall be declared to exist on account of death, resignation, removal from the district which  
17 elected him, removal from the school system,<sup>5</sup> or through due process proceedings.<sup>4</sup>

18 When a vacancy occurs, the unexpired term shall be filled at the next regular or special meeting of the  
19 County Commission.<sup>5</sup> Such appointment shall continue until the next regular election.

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Legal References

1. TCA 49-2-201
2. TCA 49-2-202(a)(1); TCA 49-2-202(a)(4)
3. TCA 49-2-202(a)(2)
4. TCA 8-47-101; TCA 49-1-611; TCA 49-2-202
5. TCA 49-2-202(e)

# Hickman County Board of Education

	Descriptor Term: <b>Board Self-Evaluation</b>	Descriptor Code: <b>1.103</b>	Issued Date: <b>05/06/19</b>
		Rescinds: <b>1.103</b>	Issued: <b>03/06/17</b>

1 For the purpose of improvement of school board leadership, the board of education will conduct an  
2 annual evaluation of its operational procedures.

3 This annual evaluation shall be developed based upon the following premises:

- 4 a) Board members shall know and be involved in the development of standards by which  
5 they will evaluate themselves.
- 6 b) Evaluation shall be at a scheduled time with no other items on the agenda and with all  
7 board members present.
- 8 c) The evaluation shall be a composite of individual board member's opinions but the  
9 board as a whole shall meet to discuss the results.
- 10 d) Evaluation shall include discussion of strengths as well as weaknesses.
- 11 e) The board is not required to limit itself to those items included in any formal evaluation  
12 instrument which is used.
- 13 f) Each judgment shall be supported by as much rational and objective evidence as  
14 possible.
- 15 g) At the conclusion of the evaluation, the board will develop a series of board goals for  
16 the ensuing year which are stated in terms of behavioral change or productivity gains.  
17

# Hickman County Board of Education

	Descriptor Term: <b>Memberships</b>	Descriptor Code: <b>1.104</b>	Issued Date: <b>05/06/19</b>
		Rescinds: <b>1.104</b>	Issued: <b>03/06/17</b>

- 1 The Board shall maintain membership in the Tennessee School Boards Association,<sup>1</sup> and through its  
2 membership in TSBA shall be an affiliate member of the Southern Region School Boards Association  
3 and the National School Boards Association.
- 4 The Board shall seek to participate as fully as possible in the activities of these organizations.  
5 Information obtained at conferences, conventions or workshops shall be shared at subsequent board  
6 meetings.
- 7 Dues for membership in the Tennessee School Boards Association shall be included in each annual  
8 budget in accordance with state statute.
- 9 The Board may also maintain institutional membership in other educational organizations which the  
10 Board finds to be of benefit to members and school system personnel.

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#### Legal References

1. TCA 49-2-2001

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#### Cross References

Board Member Development Opportunities 1.204

# Hickman County Board of Education

	Descriptor Term: <b>School Board Legislative Involvement</b>	Descriptor Code: <b>1.105</b>	Issued Date: <b>05/06/19</b>
		Rescinds: <b>1.105</b>	Issued: <b>03/06/17</b>

1 The Board will work for the passage of new laws designed to advance the cause of improving  
2 education and for the repeal or modification of existing laws and the defeat of proposed laws that  
3 impede this cause. To accomplish this:

- 4 1. The Board shall stay informed of pending legislation and actively communicate its  
5 concerns and make its position known to the elected representatives at both the state and  
6 national level;
- 7 2. The Board shall work with other school boards in the state, local citizen groups, and  
8 other local officials in acquainting them with the board's legislative priorities and seek  
9 their support;
- 10 3. The Board shall annually select one (1) of its members to serve as its representative to  
11 the Tennessee Legislative Network (TLN). The representative shall be a level one or  
12 greater board member and have been a delegate to the TSBA convention.
- 13 4. The Board shall work with its TLN representative, with TSBA, NSBA, and other  
14 concerned groups in developing an annual legislative program; and
- 15 5. The Board shall include in its budget appropriate resources, including travel expense,  
16 necessary for its TLN representative and other board members to accomplish its desired  
17 legislative goals.

<b>Hickman County Board of Education</b>			
	Descriptor Term: <b>Code of Ethics</b>	Descriptor Code: <b>1.106</b>	Issued Date: <b>05/06/19</b>
		Rescinds: <b>1.106</b>	Issued: <b>03/06/17</b>

**CODE OF ETHICS<sup>1</sup>**

**HICKMAN COUNTY SCHOOL DISTRICT**

**Section 1. Definitions.**

(1) “School district” means Hickman County School District, which was duly created by a public or private act of the General Assembly and which includes all boards, committees, commissions, authorities, corporations, or other instrumentalities appointed or created by the school district or an official of the school district.

(2) “Official and employees” means and includes any official, whether elected or appointed, officer, employee or servant, or any member of any board, agency, commission, authority, or corporation (whether compensated or not), or any officer, employee, or servant thereof, of the school district.

(3) “Personal interest” means, for the purpose of disclosure of personal interests in accordance with this Code of Ethics, a financial interest of the official or employee, or a financial interest of the official’s or employee’s spouse or child living in the same household, in the matter to be voted upon, regulated, supervised, or otherwise acted upon in an official capacity.

**Section 2. Disclosure of personal interest in voting matters.** An official or employee with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and to be included in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official’s or employee’s vote on the measure. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from voting on the measure.

**Section 3. Disclosure of personal interest in non-voting matters.** An official or employee who must exercise discretion relative to any matter other than casting a vote and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion when possible, the interest on the attached disclosure form and file the disclosure form with the school district’s central office. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from the exercise of discretion in the matter.

**Section 4. Acceptance of gifts and other things of value.** An official or employee, or an official’s or employee’s spouse or child living in the same household, may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the school district that a reasonable person would understand was intended to influence the vote, official action or

1 judgment of the official or employee in executing decision-making authority affecting the school  
2 district.

3 It shall not be considered a violation of this policy for an official or employee to receive entertainment,  
4 food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in  
5 connection with a conference sponsored by an established or recognized statewide association of  
6 school board officials or by an umbrella or affiliate organization of such statewide association of  
7 school board officials.

8 **Section 5. Ethics Complaints.** The school district may create a School District Ethics Committee (the  
9 "Ethics Committee") consisting of three members who will be appointed to one-year terms by the  
10 Chairman of the Board of Education with confirmation by the board of education. At least two  
11 members of the committee shall be members of the board of education. The Ethics Committee shall  
12 convene as soon as practicable after its appointment and elect a chair and a secretary. The records of  
13 the Ethics Committee shall be maintained by the secretary and shall be filed in the office of the director  
14 of schools, where they shall be open to public inspection.

15 Questions and complaints regarding violations of this Code of Ethics or of any violation of state law  
16 governing ethical conduct should be directed to the chair of the Ethics Committee. Complaints shall be  
17 in writing and signed by the person making the complaint, and shall set forth in reasonable detail the  
18 facts upon which the complaint is based.

19 The School District Ethics Committee may investigate any credible complaint against an official or  
20 employee charging any violation of this Code of Ethics, or may undertake an investigation on its own  
21 initiative when it acquires information indicating a possible violation, and make recommendations for  
22 action to end or seek retribution for any activity that, in the Committee's judgment, constitutes a  
23 violation of this Code of Ethics. If a member of the Committee is the subject of a complaint, such  
24 member shall recuse himself or herself from all proceedings involving such complaint.

25 The Committee may:

- 26 (1) refer the matter to the Board Attorney for a legal opinion and/or recommendations for action;
- 27 (2) in the case of an official, refer the matter to the school board body for possible public censure if  
28 the board body finds such action warranted;
- 29 (3) in the case of an employee, refer the matter to the official responsible for supervision of the  
30 employee for possible disciplinary action if the official finds discipline warranted;
- 31 (4) in a case involving possible violation of state statutes, refer the matter to the district attorney  
32 for possible ouster or criminal prosecution;

33 The interpretation that a reasonable person in the circumstances would apply shall be used in  
34 interpreting and enforcing this Code of Ethics. When a violation of this Code of Ethics also constitutes  
35 a violation of a personnel policy or a civil service policy, the violation shall be dealt with as a violation  
36 of the personnel or civil service provisions rather than as a violation of this Code of Ethics.

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Legal References

1. TCA 8-17-103

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Cross References

- Duties of Board Members 1.202

# Hickman County Board of Education

	Descriptor Term:  <b style="text-align: center;">Nepotism</b>	Descriptor Code: <b style="text-align: center;">1.108</b>	Issued Date: <b style="text-align: center;">05/06/19</b>
		Rescinds: <b style="text-align: center;">1.108</b>	Issued: <b style="text-align: center;">04/02/18</b>

- 1 Whenever a person is considered by the director of schools for initial employment or transfer in the
- 2 system and that person is related to a member of the Board, the director of schools, an administrator in
- 3 the system, a county commissioner, or any appointed or elected county official, the relationship shall
- 4 be publicly made known to the Board prior to the employment of such person.<sup>1</sup>
  
- 5 If a member of the Board has a relative who is an employee in the system, prior to voting on any
- 6 matter of business that may have an effect upon the employment of the relative, the member shall
- 7 declare such relationship. In making such a declaration, the member shall certify that his/her vote on
- 8 the pending matter will be in the best interest of the school system.<sup>1</sup>
  
- 9 No person shall supervise or be supervised by an employee if he/she is related to the employee.
  
- 10 For purposes of this policy, the terms “related to” and "relative" include the following relationships:
- 11 spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother,
- 12 sister, uncle, aunt, nephew, niece, or any person who resides in the same household.<sup>2</sup>

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Legal References

1. TCA 49-2-202(a)(3)
2. TCA 49-2-202(a)(3)(ii)

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Cross References

- Supervision 5.108  
Assignment/Transfer 5.115

# Hickman County Board of Education

	Descriptor Term: <b>Method of Election of Officers</b>	Descriptor Code: <b>1.200</b>	Issued Date: <b>06/03/19</b>
		Rescinds: <b>1.200</b>	Issued: <b>04/03/17</b>

- 1 At the third regular meeting in each fiscal year, the Board shall organize by electing a chairman<sup>1</sup> and a  
2 vice chairman to serve one-year terms or until a successor is named. A chairman pro tem shall be  
3 elected to preside during a meeting when neither the chairman or the vice chairman is present. In the  
4 event that an officer's seat on the board is vacated, the board shall elect a successor to serve the  
5 remainder of the officer's term. Each board officer shall be eligible for re-election.
- 6 If no officer of the Board is serving at the third meeting date of the fiscal year, any member shall call  
7 the meeting to order and preside until a chairman is elected as the first order of business.
- 8 If the office of chairman is vacated prior to the expiration of the annual term, the vice chairman shall  
9 assume all responsibilities of the chairman until a new chairman is elected.

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## Legal References

1. TCA 49-2-202(c)(2)

# Hickman County Board of Education

Descriptor Term: <b>Duties of Officers</b>	Descriptor Code: <b>1.201</b>	Issued Date: <b>06/03/19</b>
	Rescinds: <b>1.201</b>	Issued: <b>04/03/17</b>

## 1 CHAIRMAN

2 The chairman of the Board shall have the following duties:

- 3 1. To assist the director of schools in preparing meeting agendas;
- 4 2. To preside at all meetings of the Board;<sup>1</sup>
- 5 3. To appoint committees authorized by the Board;<sup>1</sup>
- 6 4. To function as chairman of the executive committee;<sup>1</sup>
- 7 5. To countersign all warrants authorized by the Board and issued by the director of schools for all
- 8 expenditures of the school system;<sup>1,2</sup>
- 9 6. To conduct Board hearings;<sup>3</sup>
- 10 7. To prepare the school budget with the director of schools;<sup>4</sup>
- 11 8. To authorize the use of mechanical checkwriting equipment;
- 12 9. To certify the value of surplus property valued less than \$250;<sup>5</sup> and
- 13 10. To carry out other such duties as may be assigned by the Board.

## 14 VICE CHAIRMAN

15 The vice chairman shall assume the duties of the chairman in his/her absence or function as the  
16 chairman until a new chairman can be elected in the event the chairman is incapacitated or the office  
17 becomes vacant.

## 18 SECRETARY

19 The director of schools, as the executive officer of the Board, shall serve as secretary to the Board. He/  
20 she shall conduct all correspondence of the Board, keep and preserve all of its records, receive all  
21 reports acquired by the Board, and see that such reports are in proper form.<sup>6</sup> He/she has the right to  
22 advise on any question under consideration but has no vote.

23 The Board on the recommendation of the director of schools, may assign the keeping of the minutes to  
24 a clerk; however, the responsibility resides with the director of schools.

## 25 CHAIR PRO TEM

26 The Chairman Pro Tem shall assume the duties of the vice chairman in his/her absence or function as  
27 the vice chairman until a new vice chairman can be elected in the event the vice chairman is  
28 incapacitated or the office becomes vacant.

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Legal References

1. TCA 49-2-205
2. TCA 49-2-113
3. TCA 49-5-512(c)
4. TCA 49-2-203(a)(10)(A)(i)
5. TCA 49-6-2007(d)(2)
6. TCA 49-2-301(b)(1)(C)

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Cross References

- Role of the Board of Education 1.101  
Duties of Board Members 1.202

# Hickman County Board of Education

	Descriptor Term: <b>Duties of Board Members</b>	Descriptor Code: <b>1.202</b>	Issued Date: <b>06/03/19</b>
		Rescinds: <b>1.202</b>	Issued: <b>04/03/17</b>

1 The duties of an individual board member shall be as follows:

- 2 1. To become familiar with State school laws,<sup>1</sup> regulations of the State Department of Education,  
3 and school board policies, rules and regulations;  
4
- 5 2. To have a general knowledge of the educational aims and objectives of the system;  
6
- 7 3. To work harmoniously with other board members without trying either to dominate the Board  
8 or neglect his/her share of the work;  
9
- 10 4. To vote and act impartially for the good of the school system;  
11
- 12 5. To accept the will of the majority vote in all cases and give support to the resulting action;  
13
- 14 6. To represent the Board and the school system to the public in such a way as to promote both  
15 interest and support; and  
16
- 17 7. To refer complaints to the director of schools and to abstain from individual counsel and action  
18 in regard to staff members.

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#### Legal References

1. TCA 49-2-202(a)(6); TRR/MS 0520-01-02-.11

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#### Cross References

- Role of the Board of Education 1.101  
Code of Ethics 1.106

# PROPOSED FUNDRAISING ACTIVITIES



East Hickman High School  
7700 Hwy 7, Lyles, TN 37098  
Phone 931-670-1366 Fax 931-670-1039

Fund/Account Name CDC

Account Number 824

Proposed fundraising activities: Monthly Meal for \$5.00 a plate.

Purposed Uses of funds raised: Classroom activities/supplies

Expected Student involvement (school-wide or specific school organization): ELC students

Method by which school will receive profit: cash or check from teacher/staff

Requested by: Sheryl Robinson / ELC Teacher 7-20-21  
Name/Title Date

Approved by: Humbrey Williams 7/21/21  
Principal Date

Approved by: Michelle Hixson 7/21/21  
Director of Schools\* Date

\* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.