

**MINUTES OF THE SPECIAL CALLED MEETING
COLLIERVILLE BOARD OF EDUCATION
Tuesday, March 4, 2014**

**MR. MARK HANSEN, CHAIRMAN
MR. KEVIN VAUGHAN, VICE-CHAIRMAN
MS. WANDA CHISM
MR. WRIGHT COX
MRS. CATHY MESSERLY**

- I. **CALL TO ORDER:** The Collierville School Board meeting was called to order by Chairman Mark Hansen at 6:00 p.m.
- II. **ROLL CALL:** Roll call was taken by Chairman Mark Hansen and all five school board members were present, representing a quorum.
- III. **MOMENT OF SILENCE:** A moment of silence was observed.
- IV. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was led by Chairman Mark Hansen.
- V. **APPROVAL OF AGENDA:**
Recommendation: It is recommended that the Collierville School Board of Education approve the agenda for the March 4, 2014 Business Meeting.

Kevin Vaughan made motion to approve the Agenda with the addition of Public Comments presented after the approval of the agenda. The motion was seconded by Cathy Messerly and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

VI. PUBLIC COMMENTS:

- 1. *Allison Randolph, 1992 Klug Cove, Collierville, Tn.*
Open Enrollment
- 2. *Lane Roberts, 1799 Percy Place, Collierville, Tn.*
Non-Resident and Open Enrollment
- 3. *Bryna Martin, 619 Shady Hollow Cove, Eads, TN.*
Non-Resident policy and registration information
- 4. *Ken Daniel, 699 Catesby Cv. Collierville, TN.*
Tuition Fee
- 5. *Chuck Lesnick, 1260 Oak Lake Cove, Collierville, Tn.*
Allow out of area students to attend, but pay tuition.
- 6. *Jatin Mehta, 9293 S.Fairmont Circle, Collierville, Tn.*
Non-Resident Transfer
- 7. *Jason Lederfine, 4640 Sweet Whisper Lane, Memphis, TN 38125*
Non-Resident Transfer

VII. REPORTS:

1. CHAIRMAN'S REPORT.

Chairman Hansen reported on the events of the past week with regard to Germantown. He stated that for many weeks, the Collierville School Board and our Superintendent have been inundated with questions about Collierville children who attend Germantown schools, including the thoughts voiced tonight. In response to those concerns, he said the Board has attempted to formulate solutions that:

- a. Are responsive to family wishes and preferences,
- b. Offer families options and flexibility, and
- c. Avoid disruption to existing school attendance patterns where possible.

Chairman Hansen explained how he has talked for several weeks now about making the opening of our schools as seamless as possible for families. He believes that the Board has been open, honest and transparent throughout this process, particularly concerning the capacity problems at Collierville High and other schools. In addition, Mr. Aitken has been at every school and every PTA meeting. He noted that there is some difficulty reaching out to the Germantown Schools as we do not have access to their PTA; therefore, having a forum and meeting with those parents is a great idea. Long term, he said, it is the stated intention of Collierville Schools to educate all children within our town limits. Collierville Schools has a legal obligation and also a social compact with the citizens of our community to provide them with the highest level of education.

Chairman Hansen stated that discussions are ongoing with the Germantown School Board Chairman and their Superintendent, but unfortunately there is no agreement as of tonight. He stated they do not have any additional meetings scheduled at the moment, but that is possible and we are not slamming the door on anything. As it stands now, he explained that Collierville parents of Germantown school children are facing some tough decisions about where to go. Under Germantown's open enrollment policy passed last night, those children presently in Germantown schools have a fairly high priority to go there next year if they so choose. Chairman Hansen stated that if a parent chooses to send their child to Collierville Schools the following things can at least be anticipated:

1. We will welcome your children with open arms, warm hearts and we will have a seat for your child not withstanding of what you may have heard. We do have a tight capacity and that is no secret to anyone, but we have plans and are making plans to accommodate every child.
2. We will provide your child with the highest quality education experience for which Collierville has been nationally recognized.
3. We will provide transportation to you and your neighborhood at no cost. This is an attribute to being citizens of Collierville and having children in Collierville schools.
4. We will do our utmost to instill in your children the virtues upon which Collierville schools were founded: scholarship, integrity and service.
5. Lastly, you will have a school board and superintendent whose actions are guided at all times by the best interests of Collierville children. We are accountable to you and you alone. We are confident that as parents you are in the best position to decide what is right for your children and we have an immense respect for that decision. Sometimes, however making the right decision for our children means making tough decisions for our children and we are well aware of that as a school board.

Chairman Hansen thanked everyone for listening and told the room that Collierville Schools are ready, willing and able to stand with you and invited continued participation by virtue of emailing, calling or coming to these meetings. He regretted not having more to tell about Germantown, stating there is a disagreement on the payment of tuition fees, and that as of right now, there is no agreement for Collierville children attending Germantown schools except through the Germantown open enrollment policy.

2. SUPERINTENDENT'S REPORT.

Superintendent Aitken began his report stating he was pleased to announce the Early Enrollment dates for the eight (8) Collierville Schools. The dates are March 24th, 25th, and 27th from 4:30 until 7:00 p.m. These dates and times will provide students who reside in the Town of Collierville the opportunity to provide verification of residence and to fill out the appropriate paperwork to officially enroll in one of our schools. This early enrollment data will then be used to determine enrollment numbers and firm projections for each of our schools. We will use those numbers to determine capacity and spaces for nonresident applications. There will also be opportunities for students to fill out course registration forms for that particular school if they have not yet done so. Necessary information and forms will be posted on the Collierville Schools website by the end of this week.

Pending policy approval tonight, the application for both Non-resident enrollment and Transfers within the system will also be posted by the end of this week, with appropriate directions and required documentation listed. Deadline for submitting applications will be April 4, 2014 in order to be given priority in the selection process. We will also provide appropriate forms at each school location.

Finally, Mr. Aitken stated he would like to thank Superintendent Manuel and Lisa Parker for their willingness to explore an agreement for a transition plan for the Collierville residents currently attending schools in Germantown. He said we both share a common ground in our desire to serve the Collierville students and families that reside in the affected areas. The Collierville Schools Board of Education has continually expressed its concern for representation for the affected families and students, and it has also stood firm in its desire to serve Collierville students in Collierville Schools. He is particularly sensitive to the tough choices that will soon need to be made by many of our parents, and respects the choice they each will make, but he assured the parents that Collierville Schools will do everything within its means to make you feel welcome and provide a quality education for all. He concluded by saying he looks forward to the future, and while he understands there are some uncertain times ahead, he also feels confident that things will work out for the best. Civility and kindness should always be our goals, and those goals hold true now more than ever.

VIII. RECOMMENDED ACTIONS:

It is recommended that the Board approve the following policies:

- **Policy #5.116, Staff Positions**

Wright Cox made motion to approve Board Policy #5.116 and the motion was seconded by Cathy Messerly.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

With five ayes, Policy #5.116 Staff Positions was approved.

- **Policy #6.100, Student Goals**

Wright Cox made motion to approve Board Policy #6.100 and the motion was seconded by Wanda Chism.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

With five ayes, Policy #6.100 Student Goals was approved.

- **Policy #6.201, Compulsory Attendance Ages**

Kevin Vaughan made motion to approve Board Policy #6.201 and the motion was seconded by Cathy Messerly.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

With five ayes, Policy #6.201 Compulsory Attendance Ages was approved.

- **Policy #6.203, School Admissions**

Kevin Vaughan made motion to approve Board Policy #6.203 and the motion was seconded by Wright Cox.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

With five ayes, Policy #6.203 School Admissions was approved.

- **Policy #6.204, Non-Resident Students**

Kevin Vaughan made motion to approve Board Policy #6.204 and the motion was seconded by Wanda Chism.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

With five ayes, Policy #6.204 Non-Resident Students was approved.

- **Policy #6.205, Student Assignments**

Wright Cox made motion to approve Board Policy #6.205 and the motion was seconded by Wanda Chism.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

With five ayes, Policy #6.205 Student Assignments was approved.

- **Policy #6.206, Transfers Within the System**

Kevin Vaughan made motion to approve Board Policy #6.206 and the motion was seconded by Wanda Chism.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

With five ayes, Policy #6.206 Transfers Within the System was approved.

- **Policy 6.318, Admission of Suspended or Expelled Students**

Wright Cox made motion to approve Board Policy #6.318 and the motion was seconded by Cathy Messerly.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

With five ayes, Policy #6.318 Admission of Suspended or Expelled Students was approved.

- **Policy #6.319, Alternative Schools**

Cathy Messerly made motion to approve Board Policy 6.319 and the motion was seconded by Wanda Chism.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

With five ayes, Policy #6.319 Alternative Schools was approved.

- **Policy #6.500, Special Education Student Programs**

Wright Cox made motion to approve Board Policy #6.500 and the motion was seconded by Cathy Messerly.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

With five ayes, Policy #6.500 Special Education Student Programs was approved.

- **Policy #6.503, Homeless Students**

Kevin Vaughan made motion to approve Board Policy #6.503 and the motion was seconded by Wright Cox.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

With five ayes, Policy #6.503 Homeless Students was approved.

- **School Calendar 2014-2015**

Wright Cox made motion to approve the School Calendar for 2014-2015 and the motion was seconded by Cathy Messerly.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

With five ayes, the School Calendar for 2014-2015 was approved.

- **Buy Board Resolution**

Wright Cox made motion to adopt the Buy Board Resolution and the motion was seconded by Wanda Chism.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

With five ayes, the Buy Board Resolution was approved.

IX. ADJOURNMENT

With no further comments or objections, the meeting was adjourned at 7:01 p.m.

J. Mark Hansen, *Chairman*

John S. Aitken, *Superintendent*

**MINUTES OF THE REGULAR MEETING
COLLIERVILLE BOARD OF EDUCATION**

Tuesday, March 11, 2014

MR. MARK HANSEN, CHAIRMAN
MR. KEVIN VAUGHAN, VICE-CHAIRMAN
MS. WANDA CHISM
MR. WRIGHT COX
MRS. CATHY MESSERLY

- I. **CALL TO ORDER:** The Collierville School Board meeting was called to order by Chairman Mark Hansen at 6:00 p.m.
- II. **ROLL CALL:** Roll call was taken by Chairman Mark Hansen and all five school board members were present, representing a quorum.
- III. **MOMENT OF SILENCE:** A moment of silence was observed.
- IV. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was led by Chairman Mark Hansen.
- V. **STUDENT RECOGNITION:** (Add On)

Chairman Hansen stated that there is a small change to the agenda, the Board wanted to recognize some local CHS students in the STEM (Science, Technology, Engineering and Math) Team prior to receiving public comments. Cathy Messerly introduced Ms. Shelli Brasher, the CHS staff member with the STEM Group who recently returned from a competition in Murfreesboro.

Ms. Brasher explained that this has been the inaugural year for the STEM program at CHS and it has become a popular program at the school. She explained that the team will be heading to a regional competition in St. Louis tomorrow and will have another regional competition in Knoxville in April.

Student Vance Hudson described the robot to the Board and Erin Blake was introduced as the exhibition driver who brought it into the chambers to show the Board. Ms. Brasher then listed the CHS winners from the TSA (Technology Student Association) State Competition:

- 1st Place Structural Engineering Team: Anne Raheem
- 1st Place Open Source Software Problem Solving Team: Chase Stockton, William Yao
- 1st Place Debating Technological Issues Team: Anand Rajagapol, Roger Li
- 2nd Place Future Technology Teacher: Amy Eddleman (assisted by Morgan Cox and Austin Kimes)
- 2nd Place Technology Bowl Team: William Yao, Roger Li, Joey He
- 2nd Place Technology Bowl Written Exam: Joey He
- 3rd Place Technology Bowl Written Exam: Roger Li
- 3rd Place Biotechnology Design Team: Yuki Kurosu, Raul Ramirez, Amy Eddleman
- Finalist (Top 6) STEM Career Prep: Chris Dufour
- Finalist (Top 6) Engineering Design Team: Forrest Kelsey, Stonewall Kelsey, Ritchie Haycook, Nate Gerjets, Blake Heilman
- Finalist (Top 6) Essays on Technology: Sarah Fay
- Finalist (Top 6) Video Game Design: Sarah Fay, Anna Raheem

VI. PUBLIC COMMENTS:

1. Adriene Zaitz, 9724 Frank Rd. Collierville, TN 38017
Concerned about three areas: timing between Collierville and Germantown School Districts and transfers for school decisions, consideration of longer transfer agreements to remove uncertainty, and sports clubs timing of the recruitment of children – wait until after placement.

VII. APPROVAL OF AGENDA:

Recommendation: It is recommended that the Collierville School Board of Education approve the agenda for the March 11, 2014 Business Meeting.

Kevin Vaughan made motion to approve the Agenda and the motion was seconded by Wright Cox and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

VIII. BUSINESS AFFAIRS:

APPROVAL OF MINUTES

A. MINUTES OF THE FEBRUARY 11, 2014 BUSINESS MEETING

Recommendation: It is recommended that the Collierville School Board of Education approve the minutes of the February 11, 2014 Business Meeting.

Kevin Vaughan made motion to approve the minutes as presented; the motion was seconded by Wright Cox and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

IX. REPORTS:

1. CHAIRMAN'S REPORT.

Chairman Hansen began his report by stating that it has been an eventful week. He noted that last week the Board met and voted not to charge tuition to any Shelby County student that attends Collierville schools. He recalled that each board member had stood united in the belief that not charging tuition for in-County students was acting in the best interest of our children, parents, and schools. He said that he personally opposed the imposition of tuition, feeling it ran contrary assurances given to the Tennessee General Assembly and US District Court during the creation of the new municipal districts. He stated his beliefs were not based on any financial consideration, and felt the payment of tuition of Collierville students to attend Germantown schools would not be viewed favorably by the legislature. As a consequence, he previously questioned Collierville's ability to sign an Interlocal Agreement with Germantown that included a tuition component. Since then, he stated that two things have happened to change his viewpoint. One change was Germantown School District's vote to rescind their previous decision to charge tuition to out-of-town students currently attending Germantown schools. Second, last night Judge Mays indicated his acceptance of an agreement settling the federal court case, and signed an order to dismiss the litigation. As a result of these factors and the tuition factor being removed, Chairman Hansen stated that he and Superintendent Aitken resumed conversations yesterday with Germantown on an Interlocal agreement. He stated that while the terms are still being developed, he and Mr. Aitken plan to ask Germantown to receive all students currently enrolled in Houston Middle and Houston

High until they reach an exit grade or graduation. Of course, Collierville parents remain free to enroll their students in a Collierville School.

Chairman Hansen clarified that all State and County funds follow the children to whatever school they attend. Chairman Hansen said he was confident options could be agreed on that would be fair to both parties and to all students, such as Collierville providing assistance to Germantown to defray the cost of transporting students.

Tomorrow, March 12, is the 100th day since the Collierville Board was sworn in on December 2nd. Chairman Hansen stated he felt the Board has made incredible progress: hiring the best superintendent a system could wish for, adopting a solid set of policies to guide them, and working to ensure the system is on a solid financial base. He said the Board is confident things will continue to fall into place and that school doors will swing open on August 4th with a school district that will make residents proud. He reaffirmed that they are cautiously optimistic an agreement will be reached with Germantown, and the Board realizes their decisions have impacts on real people and children in the community.

Mr. Vaughn spoke briefly to clarify “exit grade,” as Chairman Hansen referenced it in his report. He stated exit grade means the grade at which a student would leave the school, such as 5th, 8th, or 12th grade. After completing this exit grade, the student would then be zoned to Collierville Schools.

Chairman Hansen confirmed this and reiterated that the goal of this agreement was to smooth the transition for local students.

2. SUPERINTENDENT’S REPORT.

Superintendent Aitken began his report by clarifying some potential misinformation, and reconfirmed that all students who live in the town boundaries of Collierville are guaranteed admission to a Collierville school, regardless of any future agreements with Germantown.

Mr. Aitken reported that most of his information he needs to discuss tonight will be presented through the Agenda action items. Before that, he began by discussing the Shared Services model that has been previously discussed and is now close to being finalized. He noted he would like to give us some preliminary information on the core business services he hopes to provide in the model, which are the behind-the-scenes, non-student contact services. Mr. Aitken stated the model is intended to be a means of providing services in the most efficient and cost-effective way. Staff members hired for these positions will be experienced professionals, already trained in the processes and systems we will incorporate in our service delivery. This will allow the system to achieve our long-stated goal of being operational by the beginning of the school year, and we will evaluate each of the services regularly as we move into the “aspirational” phase of forming a new school system.

The proposed shared service model incorporates 22 people, with the intention that the following positions will be shared by Collierville: transportation, Power School – student management system, and the nutrition side. Bartlett would host the IT services, purchasing, benefits, planning, and business software systems (APEX). Each district will be assessed their share of the price and cost of the model on a per-pupil expenditure, or their share of the estimated \$1.8M cost of the positions. The district would not have the ability to pay the full cost to get all of these services individually.

Superintendent Aitken explained that Interlocal agreements would be brought to the Board for approval for each necessary piece, and that the first one would be considered tonight. Student Management will be the next agreement to be considered. Mr. Aitken explained that in October, the Board can re-evaluate the per-pupil cost based on 40-day attendance reports and make any adjustments needed.

Mr. Aitken stated there will likely need to be a special called meeting next week to give final approval for the contract providers for our network, internet, cell phones and phone services. He explained that as a school system, we are able to receive what are referred to as e-rate discounts for many of these services. RFP bids have been accepted and evaluated and the approved contracts will need to be executed by this Board by March 21, 2014. He stated they

finished the evaluation process last night and we have a very short turn-around time. As the chambers are not available next Thursday, the special called meeting will be Tuesday, March 18, 2014.

3. CONSULTANT'S REPORT

Mr. Simpson began his report with the following items:

1. Discussions continue among the Municipal Superintendent's regarding the delivery of shared services related to Custodial, Maintenance, Transportation, Energy Management, and Campus Security. He also stated he is evaluating the insurance proposals from the Tennessee Municipal League Risk Management Services Pool providing insurance coverage of buildings and property. Representatives from The Pool have visited and evaluated our campuses and provided us with a schedule of property values. He will be attending a Risk Management workshop sponsored by the Pool later this week.
2. He noted that work continues on the Collierville Schools Central Office Building at the historic high school. Derek Honeycutt, Director of General Services for the Town of Collierville is guiding the work. The classroom spaces are being converted to office space for the administrative departments (Personnel, Finance, Student Services, etc.) for the new school district. Demolition work, plaster installation, and trim work have been completed. Quotes and bids are being received on ADA ramps, restroom upgrades, electrical, painting, carpeting, and window coverings. He stated they are working on a timeline to allow administrative staff to occupy the Central Office by mid to late April.
3. Mr. Simpson said the municipalities have secured the services of Ms. Nedra Jones, as their Planner. Ms. Jones will be providing planning and GIS services to the municipalities. He has known Ms. Jones professionally for over 5 years. She has experience working in the Planning Departments of local governments in the Nashville, TN, and Anniston, AL areas. During her tenure with Shelby County Schools she headed the Planning Division where she was responsible for participating in the development of a 5 Year Capital Improvement Plan. Ms. Jones has been depended upon during budget development to accurately project student enrollment across the district. She has been uncanny in her ability to project enrollment within tenths of a percentage point. This has been invaluable as all departments rely on those student projections to guide their decisions about where resources (teachers, books, buses, etc.) are deployed to open a school year.

Mr. Simpson has met with Ms. Jones and he has provided her the student demographic data for students living in the Collierville corporate limits and she has been able to upload it to ArcGIS format. We have met with members of the Town Development Department and Planning Division to discuss their projected growth patterns within Collierville. Ms. Jones is beginning to develop student projections for Collierville Schools for the 2014/2015 school year. You will be able to hear from her later in the agenda as she presents School Boundary Recommendations.

X. RECOMMENDED ACTIONS:

It is recommended that the Board approve the following Policies A through Z:

- A. **Policy #2.100, Fiscal Management Goals**
- B. **Policy #2.200, Annual Operating Budget**
- C. **Policy #2.201, Line Item Transfer Authority**
- D. **Policy #2.300, Comparability of Services**
- E. **Policy #2.400, Revenues**
- F. **Policy #2.401, Gifts and Bequests**
- G. **Policy #2.402, Investment Earnings**
- H. **Policy #2.403, Surplus Property Sales**
- I. **Policy #2.404, School Support Organizations**

- J. Policy #2.500, Deposit of Funds
- K. Policy #2.600, Bonded Employees
- L. Policy #2.700, Accounting System
- M. Policy #2.701, Financial Reports and Records
- N. Policy #2.702, Inventories
- O. Policy #2.703, Audits
- P. Policy #2.800, Expenditure of Funds
- Q. Policy #2.802, Payroll Procedures
- R. Policy #2.803, Salary Deductions
- S. Policy #2.804, Expenses and Reimbursements
- T. Policy #2.805, Purchasing
- U. Policy #2.806, Bids and Quotations
- V. Policy #2.807, Requisitions
- W. Policy #2.808, Purchase Orders and Contracts
- X. Policy #2.809, Vendor Relations
- Y. Policy #2.810, Payment Procedures
- Z. Policy #2.900, Student Activity Funds Management

Kevin Vaughan made motion to approve the above policies. The motion was seconded by Wright Cox and approved by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

XI STAFF ITEMS:

1. PROPOSED ATTENDANCE ZONES FOR 2014-15 SCHOOL YEAR

Recommendations: It is recommended that the Collierville Board of Education approve the attendance zones as presented.

Kevin Vaughan made motion to approve the proposed attendance zones as presented tonight. The motion was seconded by Wanda Chism and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

2. APPROVAL OF INTERLOCAL AGREEMENT FOR SHARED PLANNING ASSISTANCE

Recommendations: It is recommended that the Collierville Board of Education approve the Interlocal Agreement for Shared Planning Assistance.

Superintendent Aitken explained that this is the first of several Interlocal agreements that the Board is likely to see. This agreement is specifically for planning services and has been signed by other municipalities already.

Wright Cox made a motion to approve the Interlocal Agreement for Shared Planning Assistance. The motion was seconded by Cathy Messerly and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

XII. BOARD ITEMS

1. RECOMMENDATIONS FOR LEGAL COUNSEL FOR COLLIERVILLE SCHOOLS

Recommendations: It is recommended that the Collierville Board of Education authorize Chairman Hansen to move into a contract of representation with the firm Evans Petree, primarily using Attorney Mike Marshall as the School Board General Counsel, and authorize Chairman Hansen to hire Adams and Reese on an as-needed basis with legislative issues and policies.

Chairman Hansen explained that a Statement of Qualifications request for the Board’s Attorney was sent out at one of the first Board meetings. He stated that four qualified firms had submitted proposals and he described each of them. Chairman Hansen explained that after much review he proposed to hire Evans Petree with Mike Marshall, a Collierville resident, as the primary counsel for the School Board. He also recommended entering a contract with the Adams and Reese firm on an as-needed basis for complex legislative and policy issues, explaining that they are recognized for their expertise on those types of issues.

Kevin Vaughan made a motion for Chairman Hansen to move into a contract with Evans Petree and use Mike Marshall as the School Board General Counsel, and use Adams and Reese on an as-needed basis regarding legislative issues and policies. Wanda Chism seconded the motion and it was approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

XIII. ADJOURNMENT

With no further comments or objections, the meeting adjourned at 7: 51 p.m.

J. Mark Hansen, *Chairman*

John S. Aitken, *Superintendent*

**MINUTES OF THE SPECIAL CALLED MEETING
COLLIERVILLE BOARD OF EDUCATION
Tuesday, March 18, 2014**

**MR. MARK HANSEN, CHAIRMAN
MR. KEVIN VAUGHAN, VICE-CHAIRMAN
MS. WANDA CHISM
MR. WRIGHT COX
MRS. CATHY MESSERLY**

- I. CALL TO ORDER:** The Collierville School Board meeting was called to order by Chairman Mark Hansen at 6:00 p.m.
- II. ROLL CALL:** Roll call was taken by Chairman Mark Hansen and all five school board members were present, representing a quorum.
- III. MOMENT OF SILENCE:** A moment of silence was observed.
- IV. PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was led by Chairman Mark Hansen.
- V. APPROVAL OF AGENDA:**
Recommendation: It is recommended that the Collierville School Board of Education approve the agenda for the March 18, 2014 Special Called Business Meeting with Mr. Aitken recommending the approval of the Pearson Contract being removed from the agenda.

Kevin Vaughan made motion to approve the Agenda with the removal of the Pearson Contract and the motion was seconded by Cathy Messerly.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

VI. RECOMMENDED ACTIONS:

Recommendation: It is recommended that the Board approve the following contract:

- Approval of a Resolution Concerning Authorization of the Superintendent to Sign E-Rate Contracts

Kevin Vaughan made motion to approve the Resolution Concerning Authorization of the Superintendent to Sign E-Rate Contracts with vendors for cellular service, WAN service, Internet Service and Telephone Service that were identified through the E-Rate RFP process. The motion was seconded by Cathy Messerly and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

VII. ADJOURNMENT

With no further comments or objections, the meeting adjourned at 6:20 p.m.

J. Mark Hansen, *Chairman*

John S. Aitken, *Superintendent*

**MINUTES OF THE SPECIAL CALLED MEETING
COLLIERVILLE BOARD OF EDUCATION
Friday, March 21, 2014**

**MR. MARK HANSEN, CHAIRMAN
MR. KEVIN VAUGHAN, VICE-CHAIRMAN
MS. WANDA CHISM
MR. WRIGHT COX
MRS. CATHY MESSERLY**

- I. **CALL TO ORDER:** The Collierville School Board meeting was called to order by Chairman Mark Hansen at 6:00 p.m.
- II. **ROLL CALL:** Roll call was taken by Chairman Mark Hansen and four of the five school board members were present, representing a quorum. Mr. Kevin Vaughan was absent.
- III. **MOMENT OF SILENCE:** A moment of silence was observed.
- IV. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was led by Chairman Mark Hansen.
- V. **APPROVAL OF AGENDA:**
Recommendation: It is recommended that the Collierville School Board of Education approve the agenda for the March 21, 2014 Special Called Business Meeting.

Wanda Chism made motion to approve the Agenda. The motion was seconded by Cathy Messerly and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye

VI. RECOMMENDED ACTIONS:

Recommendation: It is recommended that the Board approve the following contracts:

- **Approval of the Interlocal Agreement with Germantown Municipal School District for Student Enrollment**

Wright Cox made motion to approve the Interlocal Agreement with Germantown Municipal School District for student enrollment. The motion was seconded by Cathy Messerly and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye

- **Approval of the Resolution Concerning Authorization to Purchase Student Management Software**

Wanda Chism made motion to approve the Resolution authorizing the Superintendent to enter into a contract with NCS Pearson, Inc. for the purchase of PowerSchool, a student management software solution. The motion was seconded by Cathy Messerly and was approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye

VII. ADJOURNMENT

With no further comments or objections, the meeting adjourned at 6:24 p.m.

J. Mark Hansen, *Chairman*

John S. Aitken, *Superintendent*

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Personnel Goals	Descriptor Code: 5.100	Issued Date:
		Rescinds:	Issued:

- 1 The Board's personnel goals are:
- 2 1. To recruit and employ the best qualified individuals to staff the school system;
- 3 2. To provide compensation, benefits, and working environments sufficient to attract and retain
- 4 qualified employees;
- 5 3. To provide an in-service training program for all employees to improve their performance;
- 6 4. To conduct an evaluation program that will contribute to the continuous improvement of staff
- 7 performance; and
- 8 5. To ensure that personnel are assigned so that they are utilized as effectively as possible.

Cross References

School District Goals 1.700

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="text-align: center;">Lines of Authority</h2>	Descriptor Code: <h3 style="text-align: center;">5.101</h3>	Issued Date:
		Rescinds:	Issued:

- 1 The director of schools shall establish lines of authority which shall be approved by the Board and
- 2 shown on the system organization chart.

- 3 All personnel shall have the right to appeal any decision made by an administrative officer through
- 4 grievance procedures established through board policy.

- 5 Lines of authority shall not restrict the practical working relationships of all staff members at all levels.

Cross References

Assignment/Transfer 5.115
 Complaints and Grievances 5.501

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Classification and Qualifications	Descriptor Code: 5.102	Issued Date:
		Rescinds:	Issued:

1 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

2 To be considered for certificated administrative or supervisory positions, the applicant must show the
3 following qualifications:

4 1. Professional teaching certification; and

5 2. Administrative or supervisory certification and experience in accordance with state law and
6 State Board Rules and Regulations in the appropriate area based on the minimum of a master's
7 degree.

8 Non-certified administrative and supervisory personnel shall possess sufficient training and experience
9 to perform the services required and such additional qualifications as the Board and the director of
10 schools shall determine.

11 PROFESSIONAL PERSONNEL

12 The professional staff members are the personnel whose employment status *requires* certification in
13 accordance with the rules and regulations of the State Board of Education.

14 SUPPORT PERSONNEL

15 The support staff members are personnel whose regular employment does not require certification in
16 accordance with rules and regulations of the State Department of Education.

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Job Descriptions	Descriptor Code: 5.103	Issued Date:
		Rescinds:	Issued:

- 1 The Board shall approve the broad purpose and function of each position in accord with state laws and
- 2 regulations, approve a statement of duties as recommended by the director of schools, and require the
- 3 director of schools or his/her designee to draft a job description for each position.

- 4 A copy of each job description shall be provided to the employee and the immediate supervisor and
- 5 included in the employee's personnel record. Copies of all job descriptions shall be maintained in the
- 6 director of schools' office and shall be used as guides in annual employee evaluations.

Cross References

Evaluation 5.109

Qualifications/Duties of the Director of Schools 5.802

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="text-align: center;">Recruitment of Employees</h2>	Descriptor Code: <p style="text-align: center;">5.105</p>	Issued Date:
		Rescinds: 	Issued:

- 1 The authorization of all school system positions rests with the Board while personnel decisions shall be
- 2 within the discretion of the director of schools.¹

- 3 The director of schools is responsible for the development of a program for the recruitment of licensed
- 4 personnel.²

- 5 Identification of personnel needs shall be the responsibility of the director of schools, supervisors, and
- 6 building principals.

- 7 Vacancies shall be advertised locally and through the closest placement offices. A deadline for
- 8 receiving applications shall be established and disseminated with the vacancy notice.

Legal References

1. TCA 49-2-301 (b)(1)(EE); TCA 49-2-203(a)(1)
2. TRR/MS 0520-01-02-.14

Cross References

Staff Positions 5.116

Collierville Schools Board of Education

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

1 APPLICATION

2 An individual desiring a position with the Board shall make application to the director of schools on
3 forms developed by his/her office. To ensure the safety and welfare of students and staff, the district
4 shall require criminal history background checks and fingerprinting of applicants for teaching positions
5 and any other positions that require proximity to children.¹

6 Knowingly falsifying information shall be sufficient grounds for termination of employment and shall
7 also constitute a Class A misdemeanor which must be reported to the District Attorney General for
8 prosecution.²

9 Any costs incurred to perform these background checks and fingerprinting shall be paid by the
10 applicant.³

11 *Professional Employees*

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

17 No person shall be employed:

- 18 1. Who does not hold a valid license to teach from the State Board of Education;⁴
- 19 2. Who does not present a physician's certificate showing a satisfactory health record or has any
20 contagious or communicable disease in such form that might endanger the health of school
21 children;⁵
- 22 3. Who refuses to take and subscribe to an oath to support the Constitution of the State of
23 Tennessee and of the United States of America;⁶
- 24 4. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
25 employment for cause; or
- 26 5. Who does not receive a satisfactory background check.

27 *Support Employees*

28 No person shall be employed:

- 29 1. Who has any contagious or communicable disease in such form that might endanger the health
30 of the children;⁵

- 1 2. Who has not complied with the Immigration Reform and Control Act of 1986;⁷
- 2 3. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
- 3 employment for cause; or
- 4 4. Who does not receive a satisfactory background check.

5 **EMPLOYMENT**

6 *Professional Employees*

7 After checking references and receiving written recommendations, the director of schools shall hire
8 and assign qualified applicants.

9 *Initial Employment*

10 Upon initial employment, the director of schools shall notify such person, in writing, of the offer and
11 conditions of employment. Upon receipt of employment notification, such person shall have forty-
12 eight (48) hours to accept or reject, in writing, the offered employment. From the date of the written
13 acceptance, such person is considered to be under employment with the Board and is subject to all
14 rights, privileges and duties.

15 *Support Employees*

16 After checking references and receiving written recommendations from principals and/or supervisors,
17 the director of schools shall hire and assign qualified applicants. The contract of each support
18 employee shall contain a statement regarding the required ninety (90) day probationary period.

Legal References

1. TCA 49-5-406 (a)(1)
2. TCA 49-5-406 (a)(2)(A)
3. TCA 49-5-413(b)
4. TCA 49-5-403; TCA 49-5-101
5. TCA 49-5-404; TRR/MS 0520-01-03-.08(2)(f)
6. TCA 49-5-405
7. Immigration Reform and Control Act of 1986

Cross References

Orientation and Probation 5.107
Compensation Guides & Contracts 5.110

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Orientation and Probation	Descriptor Code: 5.107	Issued Date:
		Rescinds:	Issued:

1 **ORIENTATION**

2 All new staff members, including administrative and supervisory personnel, to the school system shall
3 participate in an orientation program prior to the beginning of the academic school year.

4 **PROBATION OF SUPPORT PERSONNEL**

5 A probationary period is defined as the first ninety (90) days of employment for a new, non-certified
6 employee or for a non-certified employee who has been rehired following a break in service.

7 **Purpose** - The probationary period shall be used to allow the immediate supervisor to closely observe
8 and evaluate the employee and to encourage effective adjustment to the position.

9 **Evaluation** - Newly hired non-licensed support personnel shall be evaluated once during the
10 probationary period to aid in improving the employee's performance.

11 **Conditions of Employment** - The following shall apply during the probationary period:

12 *Accumulation of and use of sick leave and vacation days*

13 1. Probationary employees shall be allowed to accumulate sick leave and vacation days in
14 accordance with the appropriate Board policies during the probationary period.

15 2. Holidays for probationary employees shall follow the same procedures as for regular
16 employees.

17 *Transfer*

18 A probationary employee shall not be allowed to submit a request for voluntary transfer during the
19 probationary period.

Cross References

Evaluation 5.109

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="margin: 0;">Supervision</h2>	Descriptor Code: 5.108	Issued Date:
		Rescinds:	Issued:

- 1 Supervision of administrative and supervisory personnel shall be provided by the director of schools.
- 2 Apprentice teachers shall be assisted by supervising teachers in the development of competencies
- 3 required by the Board.¹
- 4 Support personnel shall be supervised by the person designated on the approved job description.
- 5 The immediate supervisor has the responsibility of assigning specific duties and for giving guidance to
- 6 the employee for the satisfactory performance of those duties.

Legal References

1. TCA 49-6-3004(c)(2)

Cross References

- Nepotism 1.108
 Line and Staff Relations 5.101
 Job Descriptions 5.103
 Staff Positions 5.116

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: <b style="text-align: center;">Evaluation	Descriptor Code: 5.109	Issued Date:
		Rescinds:	Issued:

1 The evaluation of performance and its effectiveness must be a cooperative and shared endeavor on the
 2 part of the director of schools and administrative and supervisory personnel. The Board shall use a
 3 state-approved model for evaluating administrative and supervisory personnel and shall approve
 4 standard forms to be used in evaluating support personnel. The director of schools is responsible for
 5 ensuring that all administrative and supervisory personnel are evaluated annually.

6 **LICENSED TEACHING PERSONNEL**

7 The Board adopts the State evaluation model. The director shall draft procedures to ensure that the
 8 model is implemented throughout the school system. Additionally, the director shall provide
 9 information to all licensed teaching personnel regarding the nature of the evaluation and the grievance
 10 procedures prescribed by the Tennessee State Board of Education.^{1,2}

11 ***Local Level Grievance Procedure***

12 The director of schools shall develop procedures, consistent with State law, for processing evaluation
 13 grievances.

14 **NON-LICENSED PERSONNEL**

15 Newly hired non-licensed administrative/support personnel shall be evaluated once during the
 16 evaluation period (up to 90 days) and at least one (1) additional time following successful completion
 17 of the evaluation period during the first year of employment. Support personnel employed for more
 18 than one (1) year shall be evaluated at least once a year.

19 Evaluations shall be used as an aid in improving an employee's performance and as a basis for
 20 continuing employment. Evaluation reports shall be discussed with the evaluated employee. Each
 21 employee shall be given a copy of the evaluation and shall sign the supervisor's copy as evidence it has
 22 been discussed.

Legal References

- 1. TRR/MS 0520-02-.01-.01
- 2. TRR/MS 0520-02-01-.02

Cross References

- Job Descriptions 5.103
- Orientation and Probation 5.107

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="text-align: center;">Compensation Guides & Contracts</h2>	Descriptor Code: <h3 style="text-align: center;">5.110</h3>	Issued Date:
		Rescinds:	Issued:

- 1 Certified personnel must make a written contract with the Board at a fixed salary per month before
- 2 entering upon their duties.¹

- 3 The director of schools shall establish the salary rating of each person employed and shall recommend
- 4 such salary rating to the Board for its approval.²

- 5 Contracts for administrators and system-wide professional personnel shall include two-hundred (200)
- 6 days of responsibility, plus twenty (20) days for each additional month assigned by the Board. Each
- 7 contract shall provide:³
 - 8 1. A minimum of one hundred and eighty (180) working days;
 - 9 2. A minimum of five (5) days for in-service education;
 - 10 3. Ten (10) vacation days; and
 - 11 4. Five (5) days as designated by the Board (teachers shall use one (1) day for parent-teacher
 - 12 conferences).

- 13 The school calendar adopted by the Board each year shall become part of each employee's contract.

- 14 Salaries and supplements may be paid from revenue derived from sources other than taxes, provided
- 15 the revenue is deposited with and salaries paid through the Board. This includes donations or
- 16 contributions from individual, civic or other non-school related sources of funds from individual
- 17 school activity funds, such as gate receipts and concessions.^{1,4}

Legal References

1. TCA 49-2-203(a)(1); TCA 49-5-408
2. TCA 49-5-402
3. TCA 49-6-3004
4. TCA 49-6-2006; *Tennessee Internal School Financial Management Manual*, Section 5, Title 6

Cross References

- School Calendar 1.800
- Revenues 2.400
- Payroll Procedures 2.802
- Salary Deductions 2.803

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="text-align: center;">Extended Contracts</h2>	Descriptor Code: <h3 style="text-align: center;">5.112</h3>	Issued Date:
		Rescinds:	Issued:

1 Annually, the director of schools shall be responsible for conducting a needs assessment to determine
 2 the focus of extended contract activities. The assessment shall be conducted by an extended contract
 3 committee, which shall advise on or certify to the need for specific programs served through extended
 4 contracts. The committee shall consist of teachers and administrators (Career Level II and III teachers
 5 where possible) as determined by the Board.¹

6 Extended contract opportunities shall be available to all educators, provided Career Level II and III
 7 educators are given priority.

8 The director of schools shall be responsible for devising a plan for Board approval consistent with the
 9 needs assessment. The plan shall include as a minimum:

- 10 1. A description of each program and a discussion of the benefits of the program as required by
- 11 state law;
- 12 2. Time frames within which the program(s) shall be operated;
- 13 3. The number of students who will benefit from the program;
- 14 4. A list of additional duties which may be assigned to Career Level educators at each Level;
- 15 5. The number and special qualifications of employees desired for each program; and
- 16 6. Local costs to be involved in the program.

Legal References

1. TCA 49-5-5209

Cross References

- Extended School Day/Year Programs 1.8012
 Summer School 4.204

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: In-Service and Professional Learning Opportunities	Descriptor Code: 5.113	Issued Date:
		Rescinds:	Issued:

1 **IN-SERVICE EDUCATION**

2 In-service education¹ is a program of planned activities designed to increase the competencies needed
3 by all personnel in the performance of their responsibilities. Competencies are defined as the
4 knowledge, skills, and attitudes which enable personnel to perform their tasks with maximum
5 effectiveness to increase student achievement.

6 *Administrative and Supervisory Employees*

7 Administrative and supervisory employees shall show evidence of continual professional growth by
8 attendance at in-service programs and institutes, studying professional literature, meeting with other
9 professionals for discussion, and otherwise keeping abreast of research in methodology, curriculum,
10 and student growth and development.

11 Each principal and administrator shall be required to attend the principal-administrator academy for
12 instruction at least once every five (5) years.²

13 *Professional Employees*

14 A system-wide in-service committee, composed of membership from a cross-section of other
15 personnel, shall assess system-wide needs, establish priorities, develop objectives, design activities,
16 and evaluate the in-service program.¹

17 In-service credit shall not be given while performing duties which are required as part of regular
18 teaching assignments.

19 *Support Personnel*

20 The immediate supervisors of support personnel shall be responsible for providing in-service trainings.
21 Absences to attend meetings relating to the employee's job description may be granted by the director
22 of schools without loss of pay to the employee.

23 **PROFESSIONAL LEARNING PROGRAM**

24 Professional learning programs and activities shall reflect the Standards for Professional Learning³
25 (Learning Forward, 2011) as listed below and shall reflect the needs identified in school improvement
26 plans.

27 The Board may pay expenses of selected personnel who participate in the training sessions conducted
28 by the State Department of Education.

1 The director of schools shall involve central office personnel and other employees as needed in
2 developing the system-wide professional learning program and shall recommend it to the Board for
3 approval.

4 **Standards for Professional Learning**

5 **LEARNING COMMUNITIES:** Professional learning that increases educator effectiveness and results
6 for all students occurs within learning communities committed to continuous improvement, collective
7 responsibility, and goal alignment.

8 **LEADERSHIP:** Professional learning that increases educator effectiveness and results for all students
9 requires skillful leaders who develop capacity, advocate, and create support systems for professional
10 learning.

11 **RESOURCES:** Professional learning that increases educator effectiveness and results for all students
12 requires prioritizing, monitoring, and coordinating resources for educator learning.

13 **DATA:** Professional learning that increases educator effectiveness and results for all students uses a
14 variety of sources and types of student, educator, and system data to plan, assess, and evaluate
15 professional learning.

16 **LEARNING DESIGNS:** Professional learning that increases educator effectiveness and results for all
17 students integrates theories, research, and models of human learning to achieve its intended outcomes.

18 **IMPLEMENTATION:** Professional learning that increases educator effectiveness and results for all
19 students applies research on change and sustains support for implementation of professional learning
20 for long term change.

21 **OUTCOMES:** Professional learning that increases educator effectiveness and results for all students
22 aligns its outcomes with educator performance and student curriculum standards.

Legal References

1. State Department of Education Guidelines for Planning Approvable In-service Education Activities; TCA 49-1-214; TCA 49-6-3004(c)(1)
2. TCA 49-5-5703 (a)
3. Tennessee State Board of Education Policy 5.200, *Professional Development*

Cross References

- School Calendar 1.800
Curriculum Development 4.200
Reporting Student Progress 4.601

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Personnel Records	Descriptor Code: 5.114	Issued Date:
		Rescinds:	Issued:

1 The director of schools or his/her designee(s) shall be authorized to maintain personnel records and to
 2 permit inspection of the same, except for matters deemed confidential by law. The following personnel
 3 records shall be maintained for all employees as appropriate:

- 4 1. Employee applications and contracts;
- 5 2. Professional certificates and other documents required by state and federal laws and
6 regulations;¹
- 7 3. Evaluations;
- 8 4. Cumulative information files; and
- 9 5. INS Form I-9.²

10 The following guidelines shall be followed:

- 11 1. Information contained in personnel records shall be limited to job-related matters;
- 12 2. The director of schools shall be responsible for notifying all employees of the types of records
13 kept and uses made of such records;
- 14 3. Employees shall be granted an opportunity to respond in writing to material placed in records;
- 15 4. Employee records are public records, except for matters deemed confidential by law, and shall
16 be open for inspection during regular business hours;³
- 17 5. In accordance with federal law, the district shall release information regarding the professional
18 qualifications and degrees of teachers and the qualifications of paraprofessionals to parents
19 upon request for any teacher or paraprofessional who is employed by a school receiving Title I
20 funds and who provides instruction to their child at that school.⁴
- 21 6. Members of the public may not obtain the home telephone number, personal cell phone
22 number, bank account information, social security number, residential street address, driver
23 license information (except where driving or operating a vehicle is considered to be a part of
24 the employee's duties), or the results of individual teacher evaluations of an employee or of the
25 immediate family members or household members of an employee, unless release of this
26 information is expressly authorized by the employee.⁵
- 27 7. A record of the person inspecting and the date of inspection shall be recorded; and
- 28 8. Copies of records may be made under rules determined by the director of schools.⁶

Legal References

1. TCA 49-2-301(b)(1)(M)
2. Immigration Reform and Control Act of 1986
3. TCA 10-7-503-504

Cross References

School Board Records 1.407

4. 20 U.S.C. 6311 § 1111 (6)(A)
5. TCA 10-7-504 (f)(1)
6. TCA 10-7-506; TCA 49-2-301 (b)(1)(CC); TCA 8-50-108

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Teacher Effect Data	Descriptor Code: 5.1141	Issued Date:
		Rescinds:	Issued:

- 1 The estimates of specific teacher effects on the educational progress of students shall not be a public
2 record and shall be made available only to the specific teacher, school board members, and the teacher's
3 appropriate administrators, as designated by the Board, for the fulfillment of lawful functions.¹
- 4 The guidelines for distribution, security, and application of the teacher effect data shall be kept on file in
5 the central office and shall be given to the teacher, the assigned administrator, and all school board
6 members and shall become an administrative procedure to be updated as needed by the director of
7 schools.²
8

Legal References

1. TCA 49-1-606(b); TCA 10-7-504(a)(23)
2. *Guidelines for the Distribution, Security and Application of TVAAS Teacher Effect Data*, State Board Guidelines 1996.

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Assignment / Transfer	Descriptor Code: 5.115	Issued Date:
		Rescinds:	Issued:

1 ASSIGNMENT

2 The director of schools shall assign personnel to the various schools or departments by June 15
3 preceding the school year for which such persons are employed while allowing each principal or
4 immediate supervisor to assign more specific responsibilities within each school.¹

5 Assignment of employees shall be made by the director of schools based on the recommendation of the
6 appropriate division director and/or building principal. The assignment shall be determined by the
7 applicant's training, experience, and ability to perform the duties of the position and in the best interest
8 of the schools.

9 Extra assignments for which supplements are provided and upon which initial employment was based
10 may not be relinquished in part by the employee without the approval of the person making the
11 assignment. Other assignments for which supplemental salary is provided shall be made on an annual
12 contract basis.

13 TRANSFER (to move from one school or administrative unit to another)

14 The director of schools shall transfer employees as necessary for the efficient operation of the schools.²
15 Transfers shall be non-discriminatory and shall not be arbitrary or capricious. The director of schools is
16 responsible for developing and disseminating procedures for transfers.

17 All employees transferred shall receive written notification of the transfer with reason(s) prior to the
18 transfer.

19 Transfers shall be made in accordance with board policy and state law.

20 REASSIGNMENT (to move to another assignment within the same school or administrative 21 unit)

22 Reassignments shall be non-discriminatory and shall not be arbitrary or capricious. Employees shall be
23 reassigned as necessary for the efficient operation of the schools. The director of schools is
24 responsible for developing and disseminating procedures for reassignments.

25 Reassignments shall be made by the employee's immediate supervisor with approval by the director of
26 schools.

27

Legal References

1. TCA 49-2-301 (b)(1)(L); TCA 49-5-401
2. TCA 49-2-301(b)(1)(EE); TCA 49-5-510; TCA 49-2-303 (b)(3)

Cross References

Nepotism 1.108
Line and Staff Relations 5.101
Job Descriptions 5.103
Recruitment 5.105

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Procedure for Granting Tenure	Descriptor Code: 5.117	Issued Date:
		Rescinds:	Issued:

- 1 The Board of Education will grant tenure only to those teachers who can present documentation of a
2 record of excellence as a teacher and who are determined by State guidelines to be considered a
3 "highly qualified" teacher or those making appropriate progress toward achieving that status. The
4 director of schools is responsible for documenting and presenting the recommendation for tenure to the
5 Board of Education.¹
- 6 Any teacher who meets all of the following requirements is eligible for "tenure":
- 7 (1) Has a degree from an approved four-year college or any career and technical teacher who has the
8 equivalent amount of training established and licensed by the state board of education;
- 9 (2) Holds a valid teacher license, issued by the state board of education, based on training covering the
10 subjects or grades taught;
- 11 (3) Has completed a probationary period of five (5) school years or not less than forty-five (45)
12 months within the last seven-year period, the last two (2) years being employed in a regular teaching
13 position rather than an interim teaching position;
- 14 (4) Has received evaluations demonstrating an overall performance effectiveness level of "above
15 expectations " or " significantly above expectations" as provided in the evaluation guidelines adopted
16 by the state board of education pursuant to §49-1-302, during the last two (2) years of the
17 probationary period; and
- 18 (5) Is reemployed by the director of schools for service after the probationary period.
- 19 The following additional guidelines will apply:
- 20 1. The decision to grant tenure is solely within the discretion of the Board of Education.³
- 21 2. The director of schools will recommend persons eligible for tenure at a board meeting in ample
22 time for the director of schools to provide notice of non-renewal to each teacher not granted tenure
23 prior to June 15 of the year of eligibility.⁴
- 24 3. Only those teachers who receive a majority vote of the membership of the Board will be granted
25 tenure.
- 26 4. Teachers who earn tenure will be honored by the Board in a special ceremony, either at a board
27 meeting or in some other special public event.

1 5. A teacher who is eligible for tenure, but tenure is denied, shall not be rehired beyond the contract
2 year.

3 6. No person who has been denied tenure by the Board of Education shall be employed in the school
4 system in any position which requires a license.

5 **Teacher Returning to Employment**

6 A teacher who has attained tenure status in the school system and later resigns shall serve a two-year
7 probationary period upon reemployment, unless the probationary period is waived by the Board upon
8 request of the director of schools. Upon completion of the two-year period, the teacher shall either be
9 recommended by the director for tenure or non-renewed. If tenure is not granted, the teacher cannot
10 continue in employment.⁴

11

Legal References

1. Tenn. Code Ann. § 49-2-301(b)(1)(J)
2. Tenn. Code Ann. § 49-1-606(a)
3. Tenn. Code Ann. § 49-2-203(1)
4. Tenn. Code Ann. § 49-5-504 (b);
Tenn. Code Ann. § 49-5-409

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date:
		Rescinds:	Issued:

1 **SUSPENSION PENDING AN INVESTIGATION** ¹

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

6 **SUSPENSION OF THREE DAYS OR LESS** ^{2,3,4}

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

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

16 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS** ⁵

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

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

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

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

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

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

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

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

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

19 RESIGNATION

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

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

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

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

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

36 RETIREMENT

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

- 1 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
2 responsibility of the retiring employee to provide verification of eligibility in writing from TCRS to the central
3 office. It shall be the responsibility of the retiring employee to file for benefits.
- 4 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss
5 of retirement benefits. Retired teachers may substitute teach for an additional ninety (90) days if the director of
6 schools certifies in writing to the Board that no other qualified personnel are available to substitute teach.⁹
- 7 The director of schools may employ teachers retired for at least one year for full-time employment as a
8 kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost or
9 suspended under certain conditions, which include but are not limited to the following:¹⁰
- 10 1. The director of schools of the employing system must certify in writing that no other qualified
11 individuals are available to fill the position;
- 12 2. The Commissioner of Education must certify that the employing school system serves an area that lacks
13 qualified teachers to serve in the position to be filled;
- 14 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 15 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or receive
16 medical insurance coverage; and
- 17 5. The salary paid to the retired member shall not be less than the rate of compensation set by the Board
18 for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the
19 rate of compensation set by Board for teachers with comparable training and years of experience filling
20 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 through 513
5. TCA 49-5-512, 513
6. TCA 49-5-508
7. TCA 49-5-706
8. TCA 49-5-411
9. TCA 8-36-805
10. TCA 8-36-821

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Non-Tenured Teachers	Descriptor Code: 5.201	Issued Date:
		Rescinds:	Issued:

1 **SUSPENSION PENDING AN INVESTIGATION** ¹

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

6 **SUSPENSION OF THREE DAYS OR LESS** ²

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

13 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS**

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

17 The director of schools shall give the non-tenured teacher an opportunity for a full and complete hearing before
18 an impartial hearing officer. ²

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

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

25 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the
26 affected employee within ten (10) working days following the close of the hearing. The employee may appeal
27 the decision to the Board within ten (10) working days of the hearing officer rendering the written decision to
28 the employee. Written notice of appeal to the Board shall be given to the director of schools. Within twenty (20)
29 days' of receipt of notice, the director shall prepare a copy of the proceedings, transcript, documentary and other
30 evidence presented and provide the Board a copy of the same.

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

- 4 1. sustain the decision;
- 5 2. send the record back if additional evidence is necessary; or
- 6 3. revise the penalty or reverse the decision.

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

10 The director of schools shall also have the right to appeal any adverse ruling by the Hearing Officer in same
11 manner as the non-tenured teacher. Within twenty (20) days after receipt of notice of the decision of the Board,
12 either party may appeal to the chancery court in the county where the school system is located. The Board shall
13 provide the entire record of the hearing to the court.

14 **NONRENEWAL**

15 Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of
16 employment enjoyed by tenured teachers except that they have no claim upon continuing employment or tenure
17 protections. The principal is responsible for discussing deficiencies as part of the evaluation process with the
18 non-tenured teacher and providing assistance for overcoming these deficiencies.

19 The director of schools is under no obligation to re-employ non-tenured teachers at the end of their con- tract
20 period. If the director of schools determines not to renew the contract of a non-tenured teacher,¹ the following
21 action shall be taken:

- 22 1. The Board shall be notified at the next regular board meeting; and
- 23 2. Written notice of non-renewal shall be hand delivered or sent to the employee by registered mail so that
24 it will be received by the employee prior to June 15.³

25 **RESIGNATION**

26 A teacher shall give the director of schools notice of resignation at least thirty (30) days before the effective date
27 of the resignation.⁴ The Board may waive the thirty (30) days-notice requirement and permit a teacher to resign
28 in good standing.

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

- 30 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement
31 of a physician approved by the Board;
- 32 2. The release by the Board of the teacher from the contract which the teacher has entered into with the
33 Board.

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

37 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the
38 Commissioner and request the suspension of a teacher's certificate. After the Commissioner has provided the

1 teacher an opportunity for defense during a hearing, the Commissioner may suspend the certificate for no less
2 than thirty (30) and no more than three hundred sixty-five (365) days.⁶

3 **RETIREMENT**

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

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

10 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss
11 of retirement benefits. Retired teachers may substitute teach for an additional ninety (90) days if the director of
12 schools certifies in writing to the Board that no other qualified personnel are available to substitute teach.⁷

13 The director of schools may employ teachers retired for at least one year for full-time employment as a
14 kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost or
15 suspended under certain conditions, which include but are not limited to the following:⁸

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

27 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and does NOT*
28 *follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of non-tenured teachers*
29 *after the contract year follows the nonrenewal procedures outlined in this policy.)*
30

Legal References

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

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Non-Certified Employees	Descriptor Code: 5.202	Issued Date:
		Rescinds:	Issued:

1 **SUSPENSION**

2 A director of schools/designee may suspend an employee at any time when deemed necessary.¹

3 Under no circumstances shall a director of schools suspend an employee with pay. If reinstated, the employee
4 shall be paid full salary for the period of suspension, unless suspension without pay is deemed to be an
5 appropriate penalty.

6 **DISMISSAL**

7 All non-certified (classified) employees are employed at the will of the director. The director of schools may
8 dismiss any non-certified employee during the year for any lawful reason.

9 **RESIGNATION**

10 Support personnel shall give the immediate supervisor written notice of resignation at least two (2) weeks (ten
11 (10) working days) in advance of the effective date of voluntary termination. The ten (10) working days may be
12 waived by the director of schools for justifiable reason.

13 The immediate supervisor shall forward copies the day received to the director of schools' office. The payroll
14 office will prepare final payment for the next appropriate scheduled pay day.

15 **RETIREMENT**

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

19 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
20 responsibility of the retiring employee to obtain verification of eligibility in writing from TCRS to the central
21 office. It shall be the responsibility of the retiring employee to file for eligible benefits. Employees who retire
22 under TCRS may be employed up to one-hundred-twenty (120) days per year without loss of retirement
23 benefits.

24

Legal References

1. TCA 49-2-301 (b)(1)(EE)(FF)

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Short Term Leaves of Absence	Descriptor Code: 5.300	Issued Date:
		Rescinds:	Issued:

- 1 Short term leaves of absence shall consist of the following: Emergency, legal, sick, personal and pro-
- 2 fessional leave.¹
- 3

Legal References

1. TRR/MS 0520-1-2-.04(8)

Cross References

Emergency & Legal Leave 5.301
Sick Leave 5.302
Personal & Professional Leave 5.303
Vacations and Holidays 5.310

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Emergency and Legal Leave	Descriptor Code: 5.301	Issued Date:
		Rescinds:	Issued:

1 EMERGENCY LEAVE

2 An immediate supervisor may grant a certificated employee emergency leave during the workday for a sudden,
3 unexpected occurrence demanding immediate attention. Leave shall be taken as personal leave,¹ sick leave or
4 leave without pay. The employee who uses emergency leave shall confirm said leave on appropriate forms the
5 day after returning to work.

6 Principals or administrative supervisors shall keep a tally of the amount of time individual employees are
7 released under this policy and when the total time reaches one (1) day, the employee shall be charged with one
8 (1) day of applicable leave.

9 JURY DUTY

10 If a teacher summoned for jury duty is eligible for a postponement of jury service,² that teacher shall request a
11 postponement until a time outside the academic year so that disruption to the instructional year may be avoided.
12 The following procedures shall regulate the leave for jury duty for teachers:

- 13 1. The teacher shall present written evidence that s/he had been summoned to serve on a jury; and
- 14 2. The teacher shall be entitled to the usual compensation, less the amount paid by the court.³

15 COURT APPEARANCES

16 If a teacher appears in state court because of a personal interest, whether as a plaintiff, defendant or witness or
17 voluntarily appears in behalf of family or friends, or when a teacher is required to appear in court either as a
18 defendant or plaintiff in a civil case, personal leave or leave without pay shall be granted in accordance with the
19 established board policies on leaves.

20 *Support Personnel*

21 Support personnel called for jury duty or who serve as court witnesses shall present the subpoena or other
22 documents which give reporting instructions to the immediate supervisor. The employee shall obtain a form
23 indicating the days served and the court pay to be received from the court's clerk for submitting to the payroll
24 office. The employee shall receive the usual compensation less the amount paid by the court.³

Legal References

1. TCA 49-5-711 (c)(1)(2)
2. TCA 22-2-315(a)
3. TCA 22-4-106(b)

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Issued Date:
		Rescinds:	Issued:

1 PROFESSIONAL PERSONNEL

2 Professional personnel shall earn one (1) day of sick leave for each month employed during the school
3 year, and these days shall accumulate for an unlimited number of days.¹

4 Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or
5 illness or death of a member of the immediate family of a teacher, including the teacher's wife or
6 husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law,
7 daughter- in-law, son-in-law, brother-in-law, and sister-in-law.²

8 A signed statement listing the cause of absence shall be provided by the employee on forms furnished
9 by the director of schools and shall promptly be given to the immediate supervisor in support of all
10 claims for sick leave pay. A falsified statement shall be grounds for dismissal.

11 A certificate from the physician on forms furnished by the Board may be required in support of any
12 claim for sick leave pay.¹

13 The principal shall notify the director of schools' office at once if an employee is sick beyond the limit
14 of his/her sick leave accumulation.

15 Permanent, cumulative sick leave records for each active professional employee shall be kept in the
16 director of schools' office.

17 A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee
18 school system, provided that the director of schools of the system in which the accumulated leave was
19 held provides notarized verification.¹

20 Sick leave for maternity purposes may be taken during the period of physical disability only. A teacher
21 may use up to thirty (30) days of accumulated sick leave for the adoption of a child. If both adoptive
22 parents are teachers, only one parent may request leave. Written verification from the adoption agency
23 or other entity handling the adoption shall be required before the leave is granted.¹

24 SICK LEAVE BANK

25 The purpose of the sick leave bank is to provide sick leave to teachers who have suffered an unplanned
26 personal illness, injury, disability, or quarantine and whose personal sick leave is exhausted.

27 To form a sick leave bank, a minimum of twenty (20) teachers from the school system shall petition
28 the Board for permission to establish a sick leave bank. Upon approval, teachers wishing to participate
29 shall initially give a maximum of three (3) days of sick leave. These days are to be deducted from the

1 teacher's personal accumulation and donated to the sick leave bank. Donations of sick leave to the
2 bank are nonrefundable and nontransferable.³

3 At any time the number of days in the sick leave bank is less than twenty (20), or one (1) per teacher if
4 there are more than twenty (20) members (teachers), or at any time deemed advisable, the trustees shall
5 assess each member (teacher) one (1) or more days of accumulated sick leave. If a teacher has no
6 accumulated sick leave at the time of assessment, the first earned days shall be donated as they are
7 accrued by the teacher.³

8 A teacher who is a member of the sick leave bank may request an allotment of days (for the employee's
9 personal illness only) in the manner designated by the trustees. The need for these days must be veri-
10 fied by a statement from a doctor.

11 By written notice to the trustees, a teacher may withdraw from bank participation on June 30 of any
12 year.⁴ Membership withdrawal results in forfeiture of all days contributed.

13 The sick leave bank shall be operated in accordance with state law.

14 **SUPPORT PERSONNEL**

15 Support personnel shall earn one (1) day of sick leave for each month an employee is employed.

16 At the termination of the employment of any employee, all unused sick leave accumulated by the
17 employee shall be forfeited.

18 The immediate supervisor may require a physician's certificate stating the reason for absence.

Legal References

1. TCA 49-5-710
2. TRR/MS 0520-1-2-.04(2)
3. TCA 49-5-807
4. TCA 49-5-806

Cross References

- Family and Medical Leave 5.305
Physical Assault Leave 5.307

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Personal and Professional Leave	Descriptor Code: 5.303	Issued Date:
		Rescinds:	Issued:

- 1 Personal and professional leave shall be granted in accordance with the laws of the State of Tennessee and the
2 rules and regulations of the State Board of Education.
- 3 Certified employees shall earn personal and professional leave at the rate of one day for each half-year
4 employed for a total of two (2) days per year. Any personal and professional leave remaining unused at the end
5 of a year shall be credited to sick leave.¹
- 6 If, at the termination of services, any employee has been absent for more days than leave has been earned, an
7 amount sufficient to cover the excess days used shall be deducted from the employee's final salary payment.
- 8 Subject to the following conditions, personal leave may be taken at the discretion of the employee:
- 9 1. Except in emergency, each employee shall give the principal at least one day's notice in writing of
10 intent to take leave;
- 11 2. The approval of the principal of the school shall be required:²
- 12 a. If more than ten percent (10%) of the teachers in any given school request its use on the same
13 day;
- 14 b. If requested during any prior established student examination period;
- 15 c. If requested on the day immediately preceding or following a holiday or vacation period;
- 16 d. If personal leave is requested for days scheduled for professional development or in-service
17 training, according to a school calendar adopted by the local board of education prior to the
18 commencement of the school year; or
- 19 e. If personal leave is requested for days scheduled for parent-teacher conferences, according to a
20 school calendar adopted by the local board of education prior to the commencement of the
21 school year.
- 22 Professional leave is a short, temporary absence for the purpose of attending workshops and other meetings
23 relating to school business or serving on boards and commissions which meet during daytime hours when
24 appointed by a mayor, city council, county executive or county commission.³
- 25 Requests shall be submitted to the principal at least five (5) days prior to requested leave of absence.
26

Legal References

1. TCA 49-5-711; TRR/MS 0520-01-02-.04(3)
2. TCA 49-5-711 (c)(1)
3. TCA 49-5-205

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Long-Term Leaves of Absence for Professional Personnel	Descriptor Code: 5.304	Issued Date:
		Rescinds:	Issued:

1 All personnel holding a position that requires a teacher's license shall be granted leave for military
2 service, legislative service, maternity, adoption, recuperation of health, or visitation of a spouse, child or
3 parent deployed for military duty out of the country who has been granted rest and recuperation leave.
4 Such personnel may be granted leave for educational improvements or other sufficient reasons as
5 determined by the director of schools. If granted, such leave shall not result in the forfeiture of ac-
6 cumulated leave credits, tenure status or other fringe benefits.¹

7 All leaves shall be requested in writing at least thirty (30) days in advance on forms provided by the
8 director of schools. The 30-day notice may be waived or reduced by the director of schools upon sub-
9 mission of a certified statement by a physician. The application for leave forms shall require:

- 10 1. A description of the type of leave requested;
- 11 2. The requested dates for beginning and ending the leave; and
- 12 3. A statement of intent to return to the position from which leave is granted.¹

13 Each request for leave must be acted upon by the director of schools within fifteen (15) days. Each
14 applicant shall be notified in writing of the action of the director and the beginning and ending dates of
15 the leave which is granted.²

16 All leaves, except military leave, shall be from a specific date to a specific date. However, any leave
17 may be extended by the director of schools upon written request from the teacher. Military leave shall
18 be granted for whatever period may be required. The procedure and condition for extending a leave are
19 the same as those used when originally requesting and granting the leave.

20 Leave to visit a spouse, child, or parent deployed for military duty out of the country who has been
21 granted rest and recuperation leave shall be granted for no longer than ten (10) days.³

22 Positions vacated for less than twelve (12) months by teachers on leave shall be filled with an interim
23 teacher while the teacher is on leave. If the teacher returns from leave within 12 months, the interim
24 teacher shall relinquish the position. If the leave exceeds twelve (12) months, the teacher shall be placed
25 in the same or a comparable position upon return.⁴

26 Part-time leaves may be granted by the director of schools upon written request for the same conditions
27 as for full-time leave.

28 Any teacher on leave shall notify the director of schools at least thirty (30) days prior to the date of return
29 if the teacher does not intend to return to the position from which he/she is on leave. Failure to give such
30 notice shall be considered breach of contract.⁵

31 PAY AND BENEFITS

- 1 All leave granted in conformance with this policy shall be without pay except as may be covered by
- 2 sick leave in the case of maternity and recuperative leaves. Employees shall have the opportunity to
- 3 continue participation, at their own expense, in group insurance plans subject to restrictions of the
- 4 insuring carrier.
- 5

Legal References

1. TCA 49-5-702
2. TCA 49-5-703
3. TCA 49-5-704
4. TCA 49-5-705
5. TCA 49-5-706

Cross References

Family and Medical Leave 5.305
Military Leave 5.306
Physical Assault Leave 5.307
Sabbatical Leave 5.308
Legislative Leave 5.309
Interim Employees 5.700

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date:
		Rescinds:	Issued:

1 PURPOSE

2 To entitle employees to take reasonable leave for medical reasons, for the birth or adoption of a child, and for the
3 care of a child, spouse or parent who has a serious health condition.

4 ELIGIBILITY

5 Anyone who has been employed for at least twelve (12) months by the school system or anyone who has at least
6 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for service for purposes of
7 FMLA eligibility¹) during the previous twelve month period.²

8 GENERAL PRINCIPLES

- 9 1. Any employee shall be granted, upon request, up to twelve (12) weeks unpaid leave for the birth or
10 adoption of a child, the care of a child, spouse, or parent who has a serious health condition or for
11 qualifying exigencies arising out of the fact that the employee's spouse, child, or parent is on active duty,
12 or has been notified of an impending call or order to active duty, in support of a contingency operation.
13 (Any employee requesting leave due to pregnancy, childbirth, or adoption shall be granted up to four (4)
14 months leave.)³
- 15 2. Any employee on maternity leave shall be permitted to use accumulated sick leave during the period of
16 actual physical disability only. Otherwise, the maternity leave shall be unpaid leave. A teacher may use
17 up to thirty (30) days of accumulated sick leave for the adoption of a child. If both adoptive parents are
18 teachers, only one parent may request leave. Written verification from the adoption agency or other entity
19 handling the adoption shall be required before the leave is granted.⁴
- 20 3. A physician's statement may be required by the director of schools when determining the period of actual
21 physical disability.⁵
- 22 4. Request for leaves and extension of leaves shall conform to state law governing all leaves of absence.

23 QUALIFYING EXIGENCIES

24 Qualifying exigencies include:

- 25 Issues arising from a covered service member's short notice deployment (i.e., less days of notice) for a
26 period of seven days from the date of notification;
- 27 Military events and related activities, such as official ceremonies, programs, or events sponsored by the
28 military or family support or assistance programs and informational briefings sponsored or promoted by
29 the military, military service organizations, or the American Red Cross that are related to the active duty
30 or call to active duty status of a covered service member;

- 1 Making or updating financial and legal arrangements to address a covered service member's absence;
- 2 Attending counseling provided by someone other than a health care provider for oneself, the covered
3 service member, or the child of the covered service member, the need for which arises from the active
4 duty or call to active duty status of the covered service member;
- 5 Taking up to 15 days of leave to spend time with a covered service member who is on short-term
6 temporary, rest and recuperation leave during deployment;
- 7 Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration
8 briefings and events, and other official ceremonies or programs sponsored by the military for a period of
9 90 days following the termination of the covered service member's active duty status, and addressing
10 issues arising from the death of a covered service member;
- 11 Any other event that the employee and employer agree is a qualifying exigency.

12 **MILITARY CAREGIVER LEAVE** ⁸

13 An eligible employee who is a spouse, child, parent, or next of kin of a covered service member or covered veteran
14 with a serious injury or illness shall be granted up to a total of 26 workweeks of unpaid leave during a "single 12-
15 month period" to care for the covered service member or covered veteran. A covered service member is a current
16 member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical
17 treatment, recuperation, or therapy, is otherwise in out-patient status, or is otherwise on the temporary disability
18 retired list, for a serious injury or illness. A covered veteran is an individual who was a member of the Armed
19 Forces at any time during the period of 5 years preceding the date of the medical treatment, recuperation, or
20 therapy that has a serious injury or illness who is currently receiving medical treatment, recuperation, or therapy.
21 The calculation of this 5-year period shall not include the interval of October 28, 2009 through March 8, 2013.

22 For covered service members, a serious injury or illness is one that was incurred by a service member in the line
23 of duty on active duty that may render the service member medically unfit to perform the duties of his or her
24 office, grade, rank, or rating. For covered veterans, a serious injury or illness is defined as:

- 25 i. A continuation of a serious injury or illness that was incurred or aggravated in the line of duty
26 while on active duty that rendered the veteran unable to perform the duties of the veteran's office,
27 grade, rank, or rating;
- 28 ii. A physical or mental condition for which the veteran has received a U.S. Department of
29 Veterans Affairs Service Related Disability Rating (VASRD) of 50 percent or higher and such
30 VASRD rating is based, in whole or in part, on the condition precipitating the need for military
31 caregiver leave;
- 32 iii. a physical or mental condition that substantially impairs the veteran's ability to secure or follow a
33 substantially gainful occupation by reason of a disability or disabilities related to military service, or
34 would do so absent treatment; or
- 35 iv. an injury, including a psychological injury, on the basis of which the veteran has been enrolled
36 in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

37 The "single 12-month period" for leave to care for a covered service member or covered veteran with a serious
38 injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless
39 of the 12 month period established by the employer for other types of FMLA leave. An eligible employee is

1 limited to a combined total of 26 workweeks of leave for any FMLA- qualifying reason during the “single 12-
2 month period.”

3 RESTRICTIONS

- 4 1. For foreseeable leave, the employee shall provide the director of schools with at least thirty (30) days
5 written notice before the beginning of the anticipated leave.
- 6 2. The director may require that a request for leave be supported by certification issued by a health care
7 provider with the following information:
8 a. the date on which the serious health condition commenced;
9 b. the probable duration of the condition;
10 c. the appropriate medical facts within the knowledge of the health care provider regarding the
11 condition; and
12 d. a statement that the eligible employee is needed to care for the son, daughter, spouse or parent
13 and an estimate of the amount of time that such employee is needed.
- 14 3. If there is any reason to doubt the validity of the certification provided, the director may require, at the
15 expense of the school system, an opinion of a second health care provider.
- 16 4. Once it has been established that the leave requested qualifies for FMLA, the director of schools/
17 designee shall notify the employee within two (2) business days (absent extenuating circumstances) that
18 —
19
20 Any leave taken pursuant to state leave statutes (paid vacation leave, personal leave, sick leave or
21 worker's compensation) shall run concurrently with FMLA leave.⁶
22
23 The notice may be given orally or in writing. If the notice is oral, it shall be confirmed in writing, no
24 later than the following pay day.⁷
- 25 5. Intermittent Leave - When a licensed employee requests foreseeable leave for planned medi- cal treatment
26 and the employee would be on leave for greater than 20% of the total number of working days in the
27 period during which the leave would extend, the school may require that such employee elect either to
28 take the leave for periods of a particular duration, not to exceed the duration of the planned medical
29 treatment or to transfer temporarily to an available alternative position offered by the school system for
30 which the employee is qualified, and that has equivalent pay and benefits and better accommodates
31 recurring periods of leave.
- 32 6. Period Near the End of an Academic Term (Professional employees) - If leave is taken more than five (5)
33 weeks prior to the end of the term, the director of schools may require the employee to continue taking
34 leave until the end of the term if the leave is at least three (3) weeks of duration and the return of
35 employment would occur during the three (3) week period before the end of the term.
- 36
37 If the leave is taken five (5) weeks prior to the end of the term, the director of schools may require the
38 employee to continue taking leave until the end of the term if the leave is greater than two (2) weeks
39 duration and the return to employment would occur during the two (2) week period before the end of the
40 term.
- 41 7. Spouses employed by the same employer are limited to a combined total of 26 workweeks in a “single
42 12-month period” if the leave is to care for a covered service member or covered veteran with a serious

1 injury or illness, and for the birth and care of a newborn child, for placement of a child for adoption or
2 foster care, or to care for a parent who has a serious health condition.

3 **REQUIREMENTS OF THE BOARD**

- 4 1. The employee shall be restored to the same position of employment or an equivalent position with no
5 loss of benefits, pay or other terms of employment.
- 6 2. The employee shall be kept under any group health plan for the duration of the leave.
- 7 3. The Board may recover the premium paid under the following conditions:
8 a. the employee fails to return from leave after the period of leave has expired.
9 b. the employee fails to return to work for a reason other than the continuation, recurrence, or
10 onset of a serious health condition or other circumstances beyond the control of the employee.

Legal References

1. *Hinson v. Tecumseh Products Co.* 234 F.3d 1268, 6th Cir.(2000)
2. Federal Family and Medical Leave Act 1993
3. TCA 49-5-702; TCA 4-21-408
4. TCA 49-5-710
5. TCA 49-5-704
6. 29 CFR § 825.207
7. OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v. Morton International, Inc* 212 F. 3d 929, 6th Cir. (2000)
8. 29 CFR § 825.127

Cross References

Sick Leave 5.302
Long Term Leaves 5.304

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="text-align: center;">Military Leave</h2>	Descriptor Code: <p style="text-align: center;">5.306</p>	Issued Date:
		Rescinds: 	Issued:

- 1 Employees who are members of any reserve component of the Armed Forces of the United States shall
2 be granted leave of absence for all periods of military service during which they are engaged in the
3 performance of duty or training in the service of the state or the United States. Reservists who anticipate
4 military duty during the school year must give written notice to the director of schools, within thirty (30)
5 days of the beginning of the school year, of the dates of the anticipated duty. While performing such
6 duty or training, the employee shall be paid his/her regular salary up to a maximum of twenty (20)
7 working days in any one (1) calendar year, plus such additional days as may result from any call to active
8 state duty.¹ An employee called to active duty by the governor to enforce the laws of the state shall be
9 paid his/her regular salary for such time as he/she is engaged in the performance of his/her duty, and any
10 time spent in active state duty shall not count against the twenty-day period of leave allowed for military
11 service.²
- 12 Request for leaves and extension of leaves shall conform to state law and board policy governing all
13 leaves of absence. Failure to comply with applicable laws and policies shall constitute grounds for
14 dismissal.
- 15 The employee shall supply a copy of the orders for duty, including the dates of departure and return it to
16 the director of schools prior to, or simultaneous with, requesting leave.

Legal References

1. TCA 8-33-109; TCA 49-5-702 (a)
2. TCA 58-1-106(d); TCA 58-1-109

Cross References

Long Term Leaves of Absence 5.304

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="text-align: center;">Physical Assault Leave</h2>	Descriptor Code: <h3 style="text-align: center;">5.307</h3>	Issued Date:
		Rescinds:	Issued:

1 A teacher who is absent from assigned duties as a result of personal injury caused by physical assault or
 2 other violent criminal acts committed in the course of the teacher's employment duties, shall receive
 3 workers' compensation or comparable benefits without loss of accumulated or granted sick, personal or
 4 professional leave.¹

5 The school system shall continue to pay the teacher's full benefits including, but not limited to health
 6 insurance benefits, until the earlier of the date on which the teacher is released by the teacher's physi-
 7 cian to return to work or the date on which the teacher is determined by the teacher's physician to be
 8 permanently disabled from returning to work.²

9 A signed statement listing the cause of the absence shall be provided by the employee on forms fur-
 10 nished by the director of schools and shall promptly be given to the immediate supervisor in support of
 11 all claims. A certificate from the physician on forms furnished by the director of schools may also be
 12 required to verify the extent of the injury.³
 13

Legal References

1. TCA 49-5-714 (a)
2. TCA 49-5-714 (b)
3. TRR/MS 0520-01-02-.04(5)(b)

Cross References

- Worker's Compensation 3.602
 Long Term Leaves of Absence 5.304

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Sabbatical Leave	Descriptor Code: 5.308	Issued Date:
		Rescinds:	Issued:

- 1 Regular employees or teachers shall be entitled to a leave of absence without pay not exceeding one (1)
- 2 year to further education on a full-time basis, provided such academic work entails a minimum of at least
- 3 eight (8) hours per semester or twelve (12) quarter hours per quarter. No regular employee or teacher
- 4 shall be eligible for more than one (1) such leave every seven (7) years of consecutive service with the
- 5 school system.

Cross References

Long Term Leaves of Absence 5.304

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Legislative Leave	Descriptor Code: 5.309	Issued Date:
		Rescinds:	Issued:

1 Certified employees who have been elected to state or local law-making bodies shall be granted personal
 2 leave or leave without pay for the time those law-making bodies are in official session or while attending
 3 official meetings outside the session.¹

4 In addition, certified employees shall be granted leave to serve on any board or commission of the state
 5 when the appointment is made by the Governor or General Assembly. Such leave shall not be counted
 6 against any other accumulated leave credits. The employee shall notify the principal at least five (5)
 7 days prior to leave being taken.²
 8

Legal References

1. TCA 49-5-702; TCA 49-5-713
2. TCA 49-5-205

Cross References

Long Term Leaves of Absence 5.304

Collierville Schools Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Vacations and Holidays	Descriptor Code: 5.310	Issued Date:
		Rescinds:	Issued:

1 VACATIONS

2 Vacation will be granted to regular, full time employees subject to the following provisions:

3 A. General Provisions

4 1. Temporary and part-time employees are not eligible for vacation.

5 2. Vacation leave credited to new employees may not be used until the employee has
6 completed six (6) months of continuous service.

7 3. In no event shall any employee who has not completed six (6) months of service receive
8 vacation pay.

9 4. An employee that worked full-time in a Shelby County School during the 2013-2014
10 school year and now works full-time for Collierville Schools is not considered a new employee.

11 5. An employee who resigns or terminated from Collierville Schools shall be paid for any
12 unused or earned vacation leave, provided the employee has completed six (6) months of
13 service.

14 6. Full-time ten (10) month classified employees will receive one (1) day each year in
15 addition to earned sick leave to be used for personal business. There are no provisions for this
16 day to carry over to the next fiscal year.

17 B. Twelve (12) Month Employees

18 1. Any full-time twelve (12) month employee who is employed by Collierville Schools
19 will be granted twenty (20) paid vacation days each calendar year. These days will be credited
20 to the employee on July 1 each year.

21 2. Any employee may carry forward, after June 30, to the next fiscal year no more than
22 five (5) days of vacation.

23 3. Designated Collierville Schools holidays that fall within the vacation schedule are not to
24 be counted as vacation days.

25 4. Vacation schedules that shall be approved by the employee's immediate supervisor
26 should be planned in such a way that the operational procedures are not interrupted.

- 1 C. Full time employees working less than twelve (12) months
- 2 1. Employees affected: school clerical, cafeteria staff, special education assistants,
- 3 educational assistants, study hall teacher, ISS monitor.
- 4 2. Schedule-Ten (10) days annual vacation per year will be paid as a separate check at the
- 5 end of the school year and there is no carry over for less than twelve (12) month employees.
- 6 3. A new employee must work at least six (6) months in a school year before being
- 7 eligible for vacation days. Any new employee that has worked at least six (6) months in the
- 8 school year but less than ten (10) months will receive prorated vacation pay.

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Legal References

- 1. TCA 5-23-101;104

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Personnel Health Examinations / Communicable Diseases	Descriptor Code: 5.400	Issued Date:
		Rescinds:	Issued:

- 1 All employees, prior to entering service, shall present a certificate showing a satisfactory health record.¹
- 2 Employees shall inform the director of schools whenever they contract a contagious or communicable
- 3 disease.

- 4 No employee who has any communicable disease shall perform his/her duties in any location where such
- 5 might endanger the health of school children. The Board shall require any employee to submit to a
- 6 physical examination by a physician whenever there is reason to believe that the employee has any
- 7 communicable disease.²

- 8 The director of schools shall reassign or suspend any employee who is suspected of having a commu-
- 9 nicable disease which might endanger the health of children, pending investigation and final disposition
- 10 of the case before the Board.³

- 11 To assist the Board in making final disposition of the case, the director of schools may refer the case to
- 12 the County Health Office or other medical experts.

- 13 The Board shall use the written report to determine the employment status of the employee.

Legal References

1. TRR/MS 0520-1-3-.08(2)(f)
2. TCA 49-2-203(b)(2); TCA 49-5-710(a)(7); TCA 49-5-404
3. TCA 49-5-511

Cross References

Section 504 & ADA Grievance Procedures 1.802
 Suspension/Dismissal 5.200-202

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Acquired Immune Deficiency Syndrome (AIDS)	Descriptor Code: 5.401	Issued Date:
		Rescinds:	Issued:

1 **LIABILITY AND NON-DISCRIMINATION**

2 No employee who is diagnosed with HIV infection or AIDS shall be prevented from continuing their
3 employment. No disciplinary action may be taken against an employee solely on the basis of HIV in-
4 fection or AIDS.

5 Action may be taken against an employee only if the employee is disabled and the disability interferes
6 with their ability to perform their employment duties.

7 The Board shall make reasonable accommodation to enable the employee to perform employment duties
8 as may be required by state or federal law.¹

9 **HIV/AIDS TESTING**

10 No school official can require any employee to undergo an HIV antibody test or other HIV-related test.
11 This does not preclude school officials from requiring an employee to undergo an examination when
12 another communicable illness is suspected.²

13 **CONFIDENTIALITY**

14 If information is received regarding an employee's HIV status, the director of schools may consult with
15 the school board attorney on the appropriate course of action to pursue, bearing in mind the school
16 system's potential liability for defamation, employment discrimination, and breach of confidentiality
17 requirements.³

18 Information about an employee's HIV status is not to be documented in the employee's personnel file
19 and shall not be faxed.^{1,3}

20 Information obtained is confidential and may not be released to anyone except:³

- 21 1. Persons named on an Authorization for Release of Confidential HIV-Related Information Form;
- 22 2. Persons listed on a court order, and
- 23 3. Persons authorized to receive such information without a release or court order according to
24 TCA 68-10-113.

25 **Under no circumstances shall information identifying an employee with AIDS be released to the**
26 **public.**

1 INFECTION CONTROL

2 To prevent and manage exposure in the workplace, all school system employees will receive in-service
3 training and education annually regarding HIV/AIDS and OSHA's Blood-borne Pathogens Standard.
4 The Board shall follow the most current Centers for Disease Control and Prevention (CDC) Universal
5 Precautions for Prevention of Transmission of Human Immunodeficiency Virus, Hepatitis B Virus, and
6 Other Blood-borne Pathogens in Health Care Settings.¹

7 EDUCATION AND TRAINING

8 Annually, the director of schools shall ensure that all employees, including newly hired staff, receive
9 current HIV training. These programs can utilize the educational/training resources of agencies or private
10 institutions with personnel trained in the areas of HIV/AIDS prevention education.¹

11 The director of schools shall be responsible for developing, revising and implementing the
12 administrative guidelines and procedures for this policy. The director of schools shall be responsible
13 for enforcing this policy by communicating it to all personnel and by providing necessary instruction
14 to all administrators.
15

Legal References

1. State Board of Education Policy No. 5.300,
HIV/AIDS Policy for Employees and Students of
Tennessee Public Schools Revised, August 18, 2005
2. 29 CFR § 1630.13(b)
3. TCA 68-10-113

Cross References

Section 504 & ADA Grievance Procedures 1.802

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Hepatitis B (HBV)	Descriptor Code: 5.402	Issued Date:
		Rescinds:	Issued:

1 All schools shall provide a sanitary environment and shall establish routines for handling body fluids
2 that are recommended by appropriate health professionals.¹

3 All school district personnel shall be advised of routine procedures to follow in handling body fluids.
4 These procedures shall provide simple and effective precautions against transmission of diseases to
5 persons potentially exposed to the blood or body fluids of another. These procedures shall be standard
6 health and safety practices. No distinction shall be made between body fluids from individuals with a
7 known disease and individuals without symptoms or with an undiagnosed disease.

8 The administration shall develop, in consultation with medical personnel, a regulation to be distributed
9 to all staff. Training and appropriate supplies shall be available to all personnel including those involved
10 in transportation and custodial services.

11 In addition to insuring that these health and safety practices are carried out on a districtwide basis, spe-
12 cial emphasis shall be placed in those areas of school district operation that potentially present a greater
13 need for these precautions.

14 **CONFIDENTIALITY AND NON-DISCRIMINATION²**

15 In all instances, district personnel shall respect the individual's right to privacy and treat any medical
16 diagnosis as confidential information. The director of schools shall initiate procedures to ensure that all
17 medical information will be held in strict confidence. Any school staff member who violates confi-
18 dentiality shall be subject to appropriate disciplinary measures.

19 Under no circumstances shall information identifying an employee with HBV be released to the pub-
20 lic.

21 **SAFETY**

22 Employees who are at high risk of occupational exposure shall be identified and provided with personal
23 protective equipment, including HBV vaccinations. Employees considered to be at high risk shall
24 include custodians, school nurses, special education teachers and instructional assistants, playground
25 supervisors, coaches and physical education teachers.

26 When any employee is known to have been exposed to HBV on the job site, the employee will be noti-
27 fied immediately by a supervisor, and the Board shall provide vaccinations.

28 The principal will ensure that an accident report is filed for all accidents. The report will include the
29 employee's name, date of the accident, an explanation of the accident and the care used in treating the
30 individual. These reports will be kept on file in the principal's office for a minimum of one (1) year.

1 EDUCATION AND UNIVERSAL PRECAUTIONS

- 2 HBV education, including universal precautions on handling blood and other body fluids, will be
3 provided to all school personnel and volunteers and may include members of the Board.
4

Legal References

1. 29 CFR Part 1910.1030
2. TCA 68-10-113

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Drug & Alcohol Testing for Employees	Descriptor Code: 5.403	Issued Date:
		Rescinds:	Issued:

1 REASONABLE SUSPICION DRUG TESTING

2 Trained supervisors have the responsibility to observe and document the cause for reasonable suspicion
3 and when appropriate, refer the matter to the director of schools/designee. It is not the supervisor's
4 responsibility to attempt diagnosis. All information, facts and circumstances leading to and supporting
5 this suspicion, should be included in a written report detailing the basis for the suspicion. After the
6 report is filed, the employee should be notified.

7 Any employee may be required to submit to substance screening if the following conditions exist: (list
8 is not inclusive)

- 9 1. Observed use, possession or sale of illegal drugs and/or use, possession, sale, or abuse of alcohol
10 and/or prescription drugs.
- 11 2. Apparent physical state of impairment of motor functions.
- 12 3. Marked changes in personal behavior not attributed to other factors.
- 13 4. Employee involvement in or contribution to an accident where the use of alcohol or drugs is
14 reasonably suspected or employee involvement in a pattern of repetitive accidents whether or not
15 they involve actual or potential injury.
- 16 5. Violation of criminal statutes involving the use of illegal drugs, alcohol or prescription drugs
17 and/or violations of drug statutes.

18 TESTING FOR CDL EMPLOYEES

19 All drivers and applicants for driver positions who are required to hold a Commercial Driver's License
20 (CDL) to perform their job function must adhere to the requirements of this policy and all procedures
21 relating to this policy.¹

22 The use, possession, sale, purchase or transfer of any controlled substances except medically prescribed
23 drugs on school property, while on school business or while operating school vehicles and equipment is
24 prohibited. Drinking alcoholic beverages during working hours, four (4) hours before reporting to work
25 or having any measurable amount of alcohol in their system during working hours is prohibited, whether
26 on or off school property. Working hours include all breaks. Off-duty use of drugs and alcohol is
27 prohibited to the extent that it affects driver's attendance or performance and their ability to pass required
28 DOT alcohol and controlled substance tests. Any violation of this policy is grounds for termination as
29 an employee of the Board and possible legal prosecution.

1 The use of any prescription drug that could affect the central nervous system or one that would impair
2 reaction time shall be reported to the director of schools/director of transportation. Notice shall be given
3 of non-prescription (over-the-counter) drugs being taken on a regular basis. The notice shall include the
4 duration of ingestion and the possible side effects.

5 **Procedures**

6 The execution and enforcement of this policy will follow set procedures to screen bodily fluids, conduct
7 breath testing, and/or search all employee/applicants for alcohol and drug use, and those employees
8 suspected of violating this policy who are involved in a reportable accident or who are periodically or
9 randomly selected. The procedures are designed not only to detect violations of this policy, but also to
10 ensure fairness to each employee. Disciplinary action will be taken as necessary.

11 **Implementation**

12 The director of schools/director of transportation is authorized to implement this policy and procedures
13 for the drug testing program, including a periodic review of the program to address any problems,
14 changes and/or revisions of it, maintenance of all records required by the federal regulations, and
15 determination upon Board approval of how the program will be accomplished, whether in-house,
16 contracted or by consortium.

17 **Dissemination**

18 The director of schools/director of transportation shall be responsible for communicating this policy and
19 the procedures to all employees affected by this policy and shall be accountable for its consistent
20 enforcement.² The director of schools/director of transportation is designated to answer questions about
21 this policy, procedures and all other matters involved in alcohol and controlled substance testing of CDL
22 drivers and the reasonable suspicion testing of all other employees.
23

Legal References

1. Alcohol and Controlled Substances Testing
(Omnibus Transportation Employee Testing Act of
1991).
2. 49 C.F.R. 382.601

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Discrimination / Harassment of Employees (Sexual, Racial, Ethnic, Religious)	Descriptor Code: 5.500	Issued Date:
		Rescinds:	Issued:

1 Employees shall be provided a work environment free from sexual, racial, ethnic and religious
2 discrimination/ harassment. It shall be a violation of this policy for any employee or any student to
3 discriminate against or harass an employee through disparaging conduct or communication that is sexual,
4 racial, ethnic or religious in nature. The following guidelines are set forth to protect employees from
5 discrimination/ harassment.

6 Employee discrimination/harassment will not be tolerated.¹ Discrimination/harassment is defined as
7 conduct, advances, gestures or words either written or spoken of a sexual, racial, ethnic or religious
8 nature that:

- 9 1. Unreasonably interfere with the individual's work or performance; or
- 10 2. Create an intimidating, hostile or offensive work environment; or
- 11 3. Imply that submission to such conduct is made an explicit or implicit term of employment;
- 12 4. Imply that submission to or rejection of such conduct will be used as a basis for an employment
13 decision affecting the harassed employee.

14 Alleged victims of sexual, racial, ethnic and religious discrimination/harassment shall report these inci-
15 dents immediately.² This report should be made to the immediate supervisor, except when the immediate
16 supervisor is the offending party. If the immediate supervisor is the offending party, the report may be
17 made to the Federal Rights Coordinator. Allegations of discrimination/harassment shall be fully
18 investigated (as set forth in *Complaints and Grievances 5.501*). An oral complaint may be submitted;
19 however, such complaint must be reduced to writing to ensure a more complete investigation. The
20 complaint should include the following information:

- 21 Identity of the alleged victim and person accused;
- 22 Location, date, time and circumstances surrounding the alleged incident;
- 23 Description of what happened;
- 24 Identity of witnesses; and
- 25 Any other evidence available.

26 The privacy and anonymity of all parties and witnesses to complaints will be respected. However,
27 because an individual's need for confidentiality must be balanced with obligations to cooperate with
28 police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough
29 investigation or to take necessary action to resolve a complaint, the identity of parties and witnesses may
30 be disclosed in appropriate circumstances to individuals with a need to know.

31 A substantiated charge against an employee shall result in disciplinary action up to and including
32 termination. A substantiated charge against a student may result in corrective or disciplinary action up
33 to and including suspension.

- 1 There will be no retaliation against any person who reports discrimination/harassment or participates in
2 an investigation. However, any employee who refuses to cooperate or gives false information during the
3 course of any investigation may be subject to disciplinary action. The willful filing of a false report will
4 itself be considered harassment and will be treated as such.
- 5 An employee disciplined for violation of this policy may appeal the decision by contacting the Federal
6 Rights Coordinator.
7

Legal References

1. 29 CFR §1604.11
2. 20 U.S.C. § 1681

Cross References

Appeals To & Appearances Before the Board 1.404
Complaints and Grievances 5.501

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Complaints and Grievances	Descriptor Code: 5.501	Issued Date:
		Rescinds:	Issued:

1 EMPLOYMENT-RELATED COMPLAINTS/GRIEVANCES

2 The Board believes that differences of opinions arising in the course of employment should be resolved as quickly
3 as possible and at the lowest supervisory level.

4 In instances of questions by an individual staff member concerning the interpretation of policies and procedures
5 to that staff member, administrative practices within the staff member's particular school, and relationships with
6 other employees, the staff member concerned must consult the administrative or supervisory personnel to whom
7 they are responsible. If a satisfactory resolution of the problem cannot be reached after ample opportunity for
8 consideration of the matter, the staff member concerned may discuss the matter with the next level of supervision
9 up to and including the director of schools.

10 In instances where an individual staff member feels, for personal reasons, that they cannot discuss a problem with
11 their immediate superior, the staff member may take the problem directly to the director of schools. After review
12 of the case, the director of schools shall take action as they deem appropriate and within a prompt, reasonable time
13 shall notify all parties concerned of their decision.

14 HARASSMENT/DISCRIMINATION GRIEVANCES

15 Employees should notify any district complaint manager if they believe the Board, its employees or agents have
16 violated their rights guaranteed by the state or federal constitution, state or federal statute or board policy
17 including: ^{1,3,4}

- 18 1. Title II of the Americans with Disabilities Act ²
- 19 2. Title IX of the Education Amendments of 1972 ⁷
- 20 3. Section 504 of the Rehabilitation Act of 1973 ⁵
- 21 4. Claims of sexual harassment under Title VII of the Civil Rights Act of 1964 and Title IX of the Education
22 Amendments of 1972 ^{6,7}

23 The complaint manager will endeavor to respond and resolve complaints without resorting to this grievance
24 procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to
25 prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies.
26 Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance
27 procedure does not extend any filing deadline related to the pursuit of other remedies.

28 1. Filing a Complaint — An employee who wishes to avail themselves to this grievance procedure may do
29 so by filing a complaint with any district complaint manager. The employee may request a complaint
30 manager of the same sex. The complaint manager may assist the employee in filing a grievance.

31 2. Investigation — The complaint manager will investigate the complaint or appoint a qualified person to
32 undertake the investigation on their behalf. The complaint and identity of the complainant will not be
33 disclosed except (1) as required by law or this policy; or (2) as necessary to fully investigate the complaint;

1 or (3) as authorized by the complainant. The complaint manager shall file a written report within ten (10)
 2 days of the filing of the grievance, of his or her findings with the director of schools. If a complaint of
 3 sexual harassment contains allegations involving the director of schools, the written report shall be filed
 4 with the Board. The director of schools shall keep the Board informed of all complaints.

- 5 3. Decision and Appeal — After receipt of the complaint manager's report, the director of schools shall
 6 render a written decision within five (5) days of the receipt of the report that shall be provided to the
 7 employee. If the employee is not satisfied with the decision, the employee may appeal the decision to the
 8 Board by making a written request to the complaint manager. The complaint manager shall be responsible
 9 for promptly forwarding all materials relative to the complaint and appeal to the Board. Thereafter, the
 10 Board shall render within thirty (30) days from the date the appeal was received, review the report and
 11 affirm, overrule or modify the decision and render a written finding that shall be provided to the
 12 complainant. This grievance procedure shall not be construed to create an independent right to a Board
 13 hearing.

14 APPOINTING COMPLAINT MANAGERS

15 The director of schools shall appoint at least two complaint managers, one of each gender. The Federal Rights
 16 Coordinator may be appointed as a complaint manager. The director of schools shall insert into this policy the
 17 names, addresses and telephone numbers of current complaint managers. (*see note*)

18 (*Note: Title IX regulations require districts to identify the name, address and telephone number of the person*
 19 *who is responsible for coordinating the district's compliance efforts. A policy should not be adopted with a*
 20 *person's name in it; rather, the identifying information can be added and amended as necessary.*)

Legal References

1. Age Discrimination Employment Act, 29 U.S.C. § 621 et seq.
2. Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.
3. Equal Pay Act, 29 U.S.C. § 206(d)
4. Immigration Reform and Control Act, 8 U.S.C. § 1324a et seq.
5. Rehabilitation Act, 29 U.S.C. § 791 et seq.
6. Title VII of Civil Rights Act, 42 U.S.C. § 2000e et seq.
7. Title IX of the Education Amendments, 20 U.S.C. § 1681 et seq.

Cross References

Appeals To and Appearances Before the Board 1.404
 Section 504 & ADA Grievance Procedures 1.802
 Equal Opportunity Employment 5.104
 Discrimination/Harassment of Employees 5.500

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Staff Rights & Responsibilities	Descriptor Code: 5.600	Issued Date:
		Rescinds:	Issued:

1 In fulfilling any citizenship rights and responsibilities, employees shall give proper consideration to the
2 educational welfare of students and ensure that no conflict exists with their actual duties.

3 Each staff member has the right to:

- 4 1. A work environment free from sexual, racial, ethnic and religious discrimination/harass- ment.¹
- 5 2. Academic freedom within the confines of state law and board policy in order to create an
6 atmosphere of freedom in the classroom.

7 Each staff member has the responsibility to:

- 8 1. Make themselves familiar with and abide by, the laws of the state as these affect their work, the
9 policies of the Board and the procedures designed to implement them.²
- 10 2. To adhere to the Teacher Code of Ethics.³
- 11 3. Exercise good judgment in selecting issues for discussion and balance the relative maturity of
12 students and the students' right to know.
- 13 4. Be courteous and helpful in interacting and responding to parents, visitors and members of the
14 public.
- 15 5. Keep all records and prepare and submit promptly all reports that may be required by state law,
16 state board regulations, board policy and administrative procedures.
- 17 6. Wear appropriate dress for work according to board guidelines and local school rules.

Legal References

- 1. 42 U.S.C.A. § 2000 E-E-2; TCA 49-6-8002 through 8006
- 2. TCA 49-5-201
- 3. TCA 49-5-1001-1005

Cross References

- Curriculum Development 4.200
- Controversial Issues 4.800
- Religion in the Curriculum 4.804

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Conflict of Interest	Descriptor Code: 5.601	Issued Date:
		Rescinds:	Issued:

1 ADMINISTRATIVE PERSONNEL

2 Administrative and supervisory personnel shall have no financial interest, directly or indirectly, in sup-
3 plying books, maps, school furniture, or apparatus for the schools or to act as agent for any author,
4 publisher, bookseller, or dealer in school furniture or apparatus, however a spouse or family member of
5 a principal, teacher or other school administrative employee may participate in business transactions
6 with the school system where a sealed competitive bid system is used, provided that the employee does
7 not have discretion in the selection of bids or specifications.¹

8 It shall be a misdemeanor for the director of schools to take any other contract under the Board, to per-
9 form any other service for additional compensation, to act as principal or teacher in any school, or to
10 become the owner of a school warrant other than that allowed for his/her service as director of schools
11 or as secretary to the Board.²

12 PROFESSIONAL AND SUPPORT PERSONNEL

13 Employees of the Board will not engage in, or have financial interest in, any activity that raises a
14 reasonable question of conflict of interest with their duties and responsibilities as members of the school
15 staff. This includes but is not limited to the following:

- 16 1. School employees may not purchase for sale to students any goods or equipment or render any
17 service to the school system on a commission basis;¹
- 18 2. Employees who have patented or copyrighted any device, publication, or other item will not
19 receive royalties for use of such item in the school system;
- 20 3. Employees will not engage in any type of work where the source of information concerning a
21 customer, client, or employer originates from information obtained through the school system;
- 22 4. The Board shall make no purchase of supplies, materials, or equipment from a school system
23 employee; and
- 24 5. Employees shall not solicit for the purpose of selling instructional supplies, equipment and
25 reference books in a territory that includes the parents of the children of the school in which the
26 employee is assigned.
27

Legal References

1. TCA 49-6-2003
2. TCA 49-2-301(c)

Cross References

- Purchasing 2.805
Bids and Quotations 2.806
Purchase Orders and Contracts 2.808
Employee-Developed Materials 4.405

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Staff Time Schedules	Descriptor Code: 5.602	Issued Date:
		Rescinds:	Issued:

1 **WORK SCHEDULES**

2 The workday for full-time licensed and professional staff will be a minimum of seven hours and thirty
3 minutes¹ and will continue until professional responsibilities to the student and the school are completed.
4 Administrative meetings, curriculum development, student supervision, assigned duties, parent
5 conferences, group or individual planning and extra-curricular activities may require hours beyond the
6 stated minimum. Teachers shall be allotted a duty-free planning period of two and one-half (2 1/2)
7 hours each week to provide time for planning, preparation for effective teaching and attention to major
8 program improvement.² Work schedules for other employees will be defined by the director of schools
9 or their designee, consistent with the Fair Labor Standards Act and provisions of this policy.

10 **WORKWEEK DEFINED**

11 Working hours for all employees not exempted under the Fair Labor Standards Act,³ including
12 secretaries, bus drivers, cafeteria, janitorial and maintenance personnel, will conform to federal and state
13 regulations. The director of schools will ensure that job positions are classified as exempt or non-exempt
14 and that employees are made aware of such classifications. Supervisors will make every effort to avoid
15 circumstances which will require non-exempt employees to work more than forty (40) hours each week.
16 For purposes of compliance with the Fair Labor Standards Act, the workweek for school district
17 employees will be 12:00 a.m. Saturday until 11:59 p.m. Friday.

18 **OVERTIME ⁴**

19 The Board discourages overtime work by non-exempt employees. A non-exempt employee will not
20 work overtime without the express approval of their supervisor. All overtime work must be expressly
21 approved in writing by the director of schools or their designee. All supervisory personnel must moni-
22 tor overtime on a weekly basis and report such time to the director of schools/designee. Principals and
23 supervisors will monitor employees' work, will ensure that overtime provisions of this policy and the
24 Fair Labor Standards Act are followed and will ensure that all employees are compensated for any
25 overtime worked. Principals or supervisors may need to adjust daily schedules to prevent non-exempt
26 employees from working more than forty (40) hours in a workweek. Accurate and complete time sheets
27 of actual hours worked during the workweek will be signed by each employee and submitted to the
28 finance director. The finance director will review work records of employees on a regular basis to make
29 an assessment of overtime use.

30 Non-exempt employees whose workweek is less than forty (40) hours will be paid at the regular rate of
31 pay for time worked up to forty (40) hours. Such employees shall be provided overtime pay as provided
32 for working more than forty (40) hours in a workweek.

- 1 This policy shall be included in the staff handbook, however, employees will be provided with a copy
- 2 of this policy and will be required to sign this policy to acknowledge their understanding of overtime
- 3 and compensatory time provisions. Such signed policy shall be placed in the employee's personnel file
- 4 and shall constitute the written agreement in this section.

5 ATTENDANCE EXPECTATIONS

- 6 All employees are expected to be present during all work hours. Absence without prior approval, chronic
- 7 absences, habitual tardiness or abuses of designated working hours are all considered neglect of duty and
- 8 will result in disciplinary action up to and including dismissal.

Legal References

1. TRR/MS 0520-1-3-.03(1)
2. TRR/MS 0520-1-3-.03; TCA 49-1-302
3. 29 CFR 553.20-23
4. 29 CFR 54.204 / 541.303

Cross References

- School Day 1.801
- Curriculum Development 4.200
- Reporting Student Progress 4.601
- In-Service & Staff Development Activities 5.113
- Supervision of Students 6.408

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Staff Meetings	Descriptor Code: 5.603	Issued Date:
		Rescinds:	Issued:

- 1 Staff meetings shall be held in each school for the purpose of promoting school improvement and professional growth and may be conducted by the principal, teachers or committees.
- 2
- 3 All staff members are expected to attend all meetings called by the administration and all in-service programs designed to improve the total school, unless excused by the person calling the meeting.
- 4
- 5 Teachers' meetings may include but not be limited to:
 - 6 1. Meetings of the entire staff of school;
 - 7 2. Meetings of teachers in the same subject area or on the same grade level;
 - 8 3. System-wide in-service meetings; and
 - 9 4. Committee meetings dealing with specific problems.

Cross References

In-Service & Staff Development Opportunities 5.113

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Overtime Pay of Support Personnel	Descriptor Code: 5.604	Issued Date:
		Rescinds:	Issued:

1 The Board expects that employees will work in excess of standard hours when requested. When work
2 in excess of standard hours is required, employees will be compensated for the unscheduled hours
3 worked.¹

4 Overtime is defined as hours physically worked in excess of forty (40) hours per week. When an em-
5 ployee is requested to work over regularly scheduled hours, the following shall apply:

6 *Compensation for Unscheduled Hours*

- 7 1. Hours worked over the scheduled hours must be approved by the immediate supervisor.
- 8 2. All payment for overtime shall be processed through the payroll office.

9 *Overtime Pay*

- 10 1. Overtime pay shall be paid for all hours worked over forty (40) hours per week.

11 *Payroll Provisions*

- 12 1. Time and one-half (1 1/2) shall be paid for all hours physically worked in excess of forty (40) in
13 a week.
- 14 2. An authorization for overtime payment must be submitted by the immediate supervisor.
- 15 3. Payment for overtime will be included in the paycheck for the period immediately following the
16 one in which it was earned.

17 *Discipline*

- 18 1. Persons who have been assigned to work overtime, whether voluntary or mandatory, shall be
19 expected to report to work as scheduled.
- 20 2. Failure to report shall subject an employee to disciplinary procedures as specified for any other non-
21 appearance for a regularly scheduled work time.
- 22 3. Employees shall be released from mandatory overtime, without fear of discipline, when they can
23 provide a reasonable excuse such as the following:
 - 24 a. Personal family emergency;
 - 25 b. Personal or family health maintenance;
 - 26 c. Important family function; weddings, etc.

27 If there is doubt concerning the employee's sincerity in offering such an excuse, the burden of proof
28 will rest with the employee.

Legal References

1. TCA 5-23-101;104; Section 7(o) 29 CFR § 553.20; 21

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Staff Gifts and Solicitations	Descriptor Code: 5.605	Issued Date:
		Rescinds:	Issued:

1 **GIFTS**

2 Employees of the Board shall not accept gifts from students unless the gifts are of token value only.

3 Individual employees of the Board will refrain from giving gifts to staff members who exercise admin-
4 istrative or supervisory jurisdiction over them, either directly or indirectly. The collection of money for
5 group gifts is discouraged except in special circumstances such as bereavement, serious illness, or for
6 mementos at retirement.

7 Employees are prohibited from accepting things of material value from individuals, companies or orga-
8 nizations doing business with the school system. Exceptions to this policy are the acceptance of minor
9 items which are generally distributed to all by the companies through public relations programs.

10 **SOLICITATIONS**

11 No organization may solicit funds from employees within the schools. Flyers or other materials related
12 to fund drives shall not be distributed through the schools without the written approval of the director of
13 schools.

14 Employees will not be responsible for the collection of any money or the distribution of any fundraising
15 materials within the schools unless such activity has the director of schools' written approval.

Cross References

Advertising & Distribution of Materials in Schools 1.806
Vendor Relations 2.809
Staff Conflicts of Interest 5.601
Student Solicitations/Fund-Raising 6.701
Student Gifts 6.710

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: <h2 style="text-align: center;">Political Activities</h2>	Descriptor Code: <h3 style="text-align: center;">5.606</h3>	Issued Date:
		Rescinds:	Issued:

- 1 Employees have a right to express their views on any issue, but must in each case make clear that the
- 2 view expressed is not the official view of the Board or school system.

- 3 Employees may, on their own time, campaign for or against any candidate or referendum, but are
- 4 prohibited from using system owned property to engage in political activity. System owned property
- 5 includes, but are not limited to: all buildings, signage, message boards, telephonic equipment, electronic
- 6 equipment and email accounts. Employees shall not use audio or video messages to engage in any
- 7 political promotion or solicitation during school hours.¹

Legal References

1. TCA 49-6-2009

Cross References

- Board-Community Relations 1.500
 News Releases, News Conferences & Interviews 1.503
 Advertising & Distribution of Materials in Schools 1.806

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Non-School Employment	Descriptor Code: 5.607	Issued Date:
		Rescinds:	Issued:

1 PROFESSIONAL PERSONNEL

2 A given professional position may require additional hours during evenings or other times when offices
3 may be closed. Outside employment is regarded as employment for compensation that is not within the
4 duties and responsibilities of the employee's regular position with the school system.

5 An employee will not perform any duties related to an outside job during their regular working hours or
6 during the additional time that the responsibilities of the position require, nor will an employee use any
7 district facilities, equipment or materials in performing outside work. This includes the Board's
8 computer systems and networks and any configuration of hardware and software. The systems and net-
9 works include all of the computer hardware, operating system software, stored text and data fi les. This
10 includes but is not limited to, electronic mail, local databases, externally accessed databases (such as the
11 Internet), CD-ROM, optical media, clip art, digital images, digitized information, communications
12 technologies, and new technologies as they become available. The Board reserves the right to have all
13 technology resource activity monitored.

14 The Board's technology resources will be used only for learning, teaching and administrative purposes
15 consistent with the Board's mission and its goals. Commercial use of the Board's system is strictly pro-
16 hibited.

17 When the periods of work are such that certain evenings, days or vacation periods are duty-free, the
18 employee may use such off-duty time for the purposes of compensation provided all the following
19 conditions are met:

- 20 1. The work in no way interferes with the degree of effectiveness of their work in the school system;
- 21 2. The work in no way reflects detrimentally upon the school system or its prestige;
- 22 3. Such outside obligations do not prevent the individual from assuming duties required by the
23 regular position; and
- 24 4. The individual does not receive compensation for work that is customarily within their regular
25 position.¹

26 SUPPORT PERSONNEL

27 Support personnel shall not be prohibited from holding employment outside the school system so long
28 as such employment does not interfere with regular and overtime scheduled duties for the school system.
29

Legal References

1. TCA 49-5-410

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Tutoring for Pay	Descriptor Code: 5.608	Issued Date:
		Rescinds:	Issued:

- 1 Any teacher may enter into an agreement with parents for tutoring children for a fee, but this practice
- 2 must be limited to those children who the teacher is not currently exercising teaching, administrative or
- 3 supervisory responsibility.¹
- 4 School facilities may not be used for private profit.

Legal References

1. TCA 49-5-1003

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Consultants	Descriptor Code: 5.609	Issued Date:
		Rescinds:	Issued:

- 1 Administrative and supervisory personnel may be authorized by the director of schools to make
- 2 consulting or speaking engagements of a professional nature outside the school system, provided that
- 3 such commitment do not adversely affect the performance of their system assignments. Personnel may
- 4 accept honoraria in connection with these authorized out-of-system activities.

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: <h2 style="text-align: center; margin: 0;">Staff-Student Relations</h2>	Descriptor Code: <h3 style="text-align: center; margin: 0;">5.610</h3>	Issued Date:
		Rescinds:	Issued:

- 1 Staff members shall maintain professional relationships with students at all times and develop
- 2 wholesome and constructive relationships with them. Staff members shall be expected to regard each
- 3 student as an individual and to accord each student the rights and respect that is due.

- 4 Staff members shall promote a learning environment that encourages fulfillment of each student's
- 5 potential in regard to their program, consistent with district goals and with optimal opportunities for
- 6 students. This goal may be reached by adapting instruction to individual needs by:
 - 7 1. Insisting on reasonable standards of scholastic accomplishment for all students;
 - 8 2. Creating a positive atmosphere in and out of the classroom;
 - 9 3. Extending courtesy and respect to students; and
 - 10 4. Treating all students with consistent fairness.¹

- 11 Staff members shall use good judgment in their relationships with students beyond their work
- 12 responsibilities and/or outside the school setting and shall avoid excessive informal and social
- 13 involvement with individual students. Any appearance of impropriety shall be avoided. Sexual
- 14 relationships between employees and students shall be prohibited.²

Legal References

1. TCA 49-5-1003
2. TCA 39-13-506; TCA 39-13-527

Cross References

- Staff Rights & Responsibilities 5.600
 Ethics 5.611

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: <h2 style="margin: 0;">Ethics</h2>	Descriptor Code: <p style="text-align: center;">5.611</p>	Issued Date:
		Rescinds:	Issued:

1 An effective educational program requires the services of men and women of integrity, high ideals and
 2 human understanding. To maintain and promote these essentials, all employees are expected to
 3 maintain high standards in their school relationships.¹ These standards include the following:

- 4 1. The maintenance of just and courteous professional relationships with students, parents, staff
 5 members and others;
- 6 2. The maintenance of their own efficiency and knowledge of the developments in their fi elds of
 7 work;
- 8 3. The transaction of all official business with the properly designated authorities of the school
 9 system;
- 10 4. The establishment of friendly and intelligent cooperation between the community and the
 11 school system;
- 12 5. The representation of the school system on all occasions that the contributions of the school
 13 system to the community are recognized;
- 14 6. The welfare of children as the first concern of the school system when placing professional per-
 15 sonnel. The use of pressure on school officials for appointments or transfers is unethical;
- 16 7. Restraint from using school contacts and privileges to promote partisan politics, sectarian
 17 religious views or selfish propaganda of any kind;
- 18 8. The responsibility to make any criticism of other staff members or of the school system directly
 19 to the particular school administrator who has the administrative responsibility for improving
 20 the situation and then to the director of schools, if necessary; and
- 21 9. The proper use and protection of all school properties, equipment and materials.

Legal References

1. TCA 49-5-501(3)(D); TCA 49-5-1003; TCA 49-5-1004

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Interim Employees	Descriptor Code: 5.700	Issued Date:
		Rescinds:	Issued:

1 Employees shall be hired on an interim contract only when a vacancy is created by an employee taking
 2 a leave of absence as set forth in TCA 49-5-702.¹ Such interim employees shall be considered as tem-
 3 porary replacements for the remainder of the school year and the contract term will not be considered as
 4 initial employment.

5 Said positions will be filled at the discretion of the director of schools in a manner that is the least
 6 disruptive on the educational process of students. Said positions shall be filled as quickly as possible to
 7 ensure a continuous function of the specified position.

8 Persons filling any temporary positions shall have no expectancy of continued employment, but such
 9 person may be considered for employment in filling vacancies as specified in the section dealing with
 10 initial employment. The contract of each temporary employee shall contain the following statement: *I*
 11 *understand that in filling a temporary position, I have no expectancy of continued employment, but may*
 12 *be considered for initial employment to fill other vacancies.*

Legal References

1. TCA 49-2-203(a)(1)(A); TCA 49-5-702

Collierville Schools Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Substitute Teachers	Descriptor Code: 5.701	Issued Date:
		Rescinds:	Issued:

1 Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies.^{1,2}
 2 Substitute teachers may be employed and paid directly by the board of education or by a third party
 3 public or private employer through an agreement between such third party employer and the board of
 4 education.

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

7 **APPLICATION/QUALIFICATIONS**

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

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

11 Qualifications for substitute teachers shall be determined by the director of schools in compliance with
 12 state laws and regulations.

13 A list of substitute teachers will be prepared by the [*director of schools, personnel director, etc.*] who
 14 will maintain files which may include transcripts, credentials, recommendations and other pertinent
 15 information.

16 **COMPENSATION**

17 If employed directly by the board of education, the compensation of substitute teachers shall be deter-
 18 mined annually by the Board.

19 **CERTIFICATION**

20 When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a substi-
 21 tute teacher must possess a teaching certificate with endorsement in the discipline(s) to be taught.⁵ When
 22 substituting for a teacher without sick leave, the substitute shall be certified and paid according to the
 23 state salary schedule.¹

24 Retired teachers may substitute one-hundred twenty (120) days per year without loss of retirement ben-
 25 efits,¹ and may substitute for additional ninety (90) days if the director of schools certifies in writing to
 26 the State Board of Education that no other qualified personnel are available to substitute teach.⁶

27

1 EMERGENCY NEEDS

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

5 Said substitutes shall receive the proportionate equivalent salary regular substitute teachers would re-
6 ceive under similar circumstances or their regular salary, if higher; however, they shall not receive pay
7 for both positions at the same time.

8 TRAINING AND ORIENTATION

9 The director of schools shall be responsible for ensuring that there are appropriate training and
10 development programs for substitute teachers.

11 RESPONSIBILITIES

12 Substitute teachers shall assume the same responsibilities as the regular teacher, including, but not lim-
13 ited to, bus duty and playground supervision.

14 RE-EMPLOYMENT/TERMINATION

15 On an annual basis, the director of schools, with input from the principals, shall determine which
16 substitute teachers performed at an acceptable level. Substitute teachers who performed below an
17 acceptable level shall not be re-employed.

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

Legal References

1. TRR/MS 0520-1-2-.04 (6)
2. TCA 49-5-709
3. TCA 49-5-413
4. TCA 49-2-203(a)(15)
5. TCA 49-3-312; TRR/MS 0520-1-2-.04(b)
6. TCA 8-36-805 (1-3)

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: <h2 style="text-align: center;">Student Teachers</h2>	Descriptor Code: <h3 style="text-align: center;">5.702</h3>	Issued Date:
		Rescinds: 	Issued:

- 1 Student teachers shall be accepted by both the principal and the cooperating teacher.
- 2 Student teachers will be expected to observe all policies and procedures established by the Board.
- 3 A student teacher shall be granted the same protection of the laws as a certified teacher and shall comply
4 with all policies and procedures of the Board and observe all duties of teachers as set forth in state
5 statute.¹
- 6 In addition, student teachers shall be required to fulfill all normal local responsibilities, both school and
7 extracurricular.
- 8 No classroom student shall have more than one (1) student teacher per year in a given subject. Any
9 exception to this policy must have prior approval from the director of schools .
- 10 The evaluation of a student teacher shall be based upon a joint agreement between the cooperating
11 teacher and the student's supervising teacher.
- 12 A student teacher may be asked to terminate his or her service upon the mutual consent of the principal,
13 the cooperating teacher and the supervising teacher at any time during the term.

Legal References

1. TCA 49-5-403 (c); TCA 49-5-201; TRR/MS 0520-2-3.11(3)

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Substitute Workers	Descriptor Code: 5.703	Issued Date:
		Rescinds:	Issued:

- 1 Substitute workers shall be paid from funds from the same account as the regular employee. The im-
- 2 mediate supervisor of the absent employee shall secure the necessary substitute and make the necessary
- 3 report to the proper authority. Pay for the substitute will be the minimum hourly wage according to the
- 4 federal wage and hour laws.

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Interns	Descriptor Code: 5.704	Issued Date:
		Rescinds:	Issued:

- 1 Interns shall be accepted by both the principal and the cooperating teacher. The principal shall be re-
- 2 sponsible for implementation of the internship program.

- 3 Interns will be expected to follow all guidelines of the internship program that have been established by
- 4 the Board and the participating institution of higher education.¹

- 5 An intern shall be granted the same protection of the laws as a licensed teacher and shall comply with
- 6 all policies and procedures of the Board and observe all duties of interns as set forth in the State Board
- 7 Rules and Regulations.

- 8 In addition, interns shall be required to fulfill all normal local responsibilities, both school and
- 9 extracurricular.

- 10 Interns shall spend at least half of the school year in direct teaching activities.

- 11 Interns shall be evaluated at the beginning and the end of the internship period based upon a joint
- 12 agreement between the cooperating teacher, the principal, and the student's supervising teacher. The
- 13 principal shall have final responsibility for recommending or not recommending the intern for apprentice
- 14 licensure status.

- 15 An intern may be asked to terminate his or her service upon the mutual consent of the principal, the
- 16 cooperating teacher and the supervising teacher at any time during the term.

- 17 Supervision of interns by mentor teachers shall be considered as one of the teacher's regular duties and
- 18 not as an extra duty.

Legal References

1. TRR/MS 0520-2-3-.11(2)

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Director of Schools	Descriptor Code: 5.800	Issued Date:
		Rescinds:	Issued:

- 1 The director of schools shall be the chief executive officer of the school system and shall have, under
- 2 the direction of the Board, general supervision of all the public schools, personnel and departments of
- 3 the school system. The director of schools is responsible for the management of the schools under the
- 4 Board's policies and is accountable to the Board.¹

- 5 The director of schools, at their discretion, may delegate any of their duties to other school personnel.
- 6

Legal References

1. TCA 49-2-301(a)

Collierville Schools Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Qualifications and Duties of the Director of Schools	Descriptor Code: 5.802	Issued Date:
		Rescinds:	Issued:

1 **QUALIFICATIONS:**

- 2 1. A professional educator's license
- 3 2. A master's degree in education with a preference for a doctorate degree
- 4 3. Three (3) years of successful experience in school administration
- 5 4. Such other qualifications as the Board deems desirable

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

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

8 **JOB GOAL:** To provide leadership in developing and maintaining the best possible educational

9 programs and services

10 **SCOPE OF RESPONSIBILITY:** The management responsibilities of the director of schools shall

11 extend to all activities of the district, to all phases of the educational program, to all aspects of the

12 financial operation, to all parts of the physical plant, and to the conduct of such other duties as may be

13 assigned by the Board. The director of schools may delegate these duties together with appropriate

14 authority, but may not delegate nor relinquish ultimate responsibility for results or any portion of

15 accountability.

16 **ESSENTIAL FUNCTIONS:**

17 **General Administrative**

- 18 1. Provides leadership in identification of priorities and assures that all activities reflect those
- 19 board- established priorities.
- 20 2. Prepares and recommends short- and long-range plans for board approval and implements those
- 21 plans when approved.
- 22 3. Prepares, in conjunction with the board chairman, agenda recommendations relative to all
- 23 matters requiring board action, including all facts, information, options, and reports needed to
- 24 assure informed decisions. Provides advice and counsel to the Board on matters before it.
- 25 4. Attends all regular and special meetings of the Board and keeps a complete and accurate record
- 26 of the proceedings of all meetings of the Board and of its official acts.
- 27 5. Recommends drafts of new policies or changes to the Board. Anticipates potential problems.
- 28 Recommends policies or courses of staff action.

- 1 6. Develops administrative procedures to implement board policy or for the items deemed
2 necessary for the efficient operation of the schools and disseminates these procedures to
3 appropriate staff.
- 4 7. Keeps the Board informed regarding development in other districts or at state and national levels
5 that would be helpful to the district.
- 6 8. Ensures that all local, state/federal standards for the health and safety of the students and staff
7 are maintained and that required reports are maintained.
- 8 9. Fulfills all statutory obligations and implements the education law of the State of Tennessee and
9 the rules and regulations of the State Board.¹

10 **Financial Management**

- 11 1. Provides direction to and supervision of school business functions. Encourages development and
12 implementation of sound business practices. Continually assesses business practices to achieve
13 efficiency.
- 14 2. Prepares annually, a budget and submits it to the Board for approval. Presents approved budget
15 to the appropriate local funding body for adoption.
- 16 3. Makes appropriate written reports for the Board detailing all receipts and expenditures of the
17 public school funds and submits them to the local funding body.
- 18 4. Ensures that funds are spent prudently by providing adequate control and accounting of the
19 district's financial and physical resources.

20 **Personnel Administration**

- 21 1. Establish lines of authority which shall be approved by the Board and shown on the system or-
22 ganization chart. Lines of authority shall not restrict the practical working relationships of all
23 staff members at all levels.
- 24 2. Employs such personnel as may be necessary within the limits of budgetary provisions and
25 recommends to the Board teachers who are eligible for tenure.
- 26 3. Develops recruitment procedures to assure well-qualified applicants for professional and non-
27 professional positions.
- 28 4. Assigns and transfers employees as the interest of the district may dictate and reports such action
29 to the Board for information and record.
- 30 5. Holds meetings of teachers and other employees as necessary for the discussion of matters
31 concerning the welfare and improvement of the schools.
- 32 6. Communicates directly or through delegation all actions of the Board relating to personnel
33 matters to all and receives from employees communications to be made to the Board.

1 7. Evaluates principals annually.

2 **Instructional Leadership**

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

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

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

10 4. Develops guidelines and direction for monitoring the effectiveness of existing and new pro-
11 grams.

12 5. Conducts a periodic audit of the total school program and advises the Board of recommendations
13 or the educational advancement of the schools.

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

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

17 **Community/Public Relations**

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

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

23 3. Develops strategies to promote parental involvement in their children's education and provides
24 opportunities for parent-teacher interaction.

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

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

28 6. Represents the school system and its interests in community organizations, activities, and
29 projects.

30 **TERMS OF EMPLOYMENT:** Serves in accordance with the terms of the contract between the board
31 and the director of schools. Salary to be determined by the Board.

- 1 **EVALUATION:** Performance of this job will be evaluated in accordance with provisions of state law
2 and the board's policy on evaluation of the director of schools.
- 3 **GENERAL REQUIREMENTS:** The above statements are intended to describe the general nature and
4 level of work being performed by the person assigned to this position. They are not intended to be a
5 complete list of responsibilities, duties, and skills required of personnel so assigned.

Legal References

1. TCA 49-2-301

INTERLOCAL AGREEMENT FOR SCHOOL NUTRITION ASSISTANCE

This Agreement made and entered into this _____ day of _____, 2014 by and between Town of Collierville Board of Education, a public school district, located at 500 Poplar View Parkway, Collierville, TN 38017 and the following public school districts: Town of Arlington Board of Education, Bartlett City Board of Education, City of Lakeland Board of Education, City of Germantown Board of Education, and City of Millington Board of Education (the "Districts" or the "Boards") (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Tennessee Legislature passed Public Chapter No. 256 of the 2013 Public Acts to amend Title 49 relative to local educational agencies, including Tennessee Code Annotated §49-2-127(b), which authorizes the governing body of a municipality to establish, by ordinance, a municipal board of education in compliance with Tennessee Code Annotated §49-2-201; and

WHEREAS, the Parties were lawfully established by respective local ordinance pursuant to Tennessee Code Annotated §49-2-106 and in compliance with Tennessee Code Annotated §49-2-201; and

WHEREAS, Town of Collierville Board of Education is an entity authorized pursuant to the laws of the State of Tennessee to operate a public school district within Shelby County, Tennessee; and

WHEREAS, the Boards are entities authorized pursuant to the laws of the State of Tennessee to operate public school districts within Shelby County, Tennessee; and

WHEREAS, the Parties intend to commence instruction beginning with the 2014-2015 school year and continuing each year thereafter; and

WHEREAS, pursuant to Tennessee Code Annotated §7-51-908, the Parties are authorized to contract among themselves for matters concerning education; and

WHEREAS, the Parties are in need of School Nutrition services in order to serve their present and future needs; and

WHEREAS, Town of Collierville Board of Education has a School Nutrition staff with sufficient qualifications to provide those services to the Boards; and

WHEREAS, the Parties have agreed to enter into this Agreement to effect the purposes stated herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the Town of Collierville Board of Education (the "Provider") and the Boards agree as follows:

1. Purpose - The purpose of this Agreement is to authorize the Provider to deliver School Nutrition services to the Districts in exchange for consideration under the following terms and conditions.
2. Designated Representatives - To implement this Agreement, each Party's Director of Schools shall be designated as that Party's representative with regard to their respective Districts' School Nutrition needs, the budgeting process outlined herein, and all other matters pertaining to those services provided pursuant to this Agreement. Such designees, hereinafter collectively referred to as the "Directors," shall serve as the point of contact for the Provider, the Provider's Director, and all School Nutrition personnel.
3. Services - The Provider shall cause its School Nutrition personnel ("Nutrition Personnel") to deliver the School Nutrition services (the "Services") outlined on Attachment A to the Districts pursuant to applicable federal, state and local laws, codes, rules and regulations.
4. Third-Party Contract(s) - The Parties expressly acknowledge, and this Agreement contemplates, that Provider shall enter into a third-party contract for school nutrition software (the "Software") necessary for the delivery of the Services outlined on Attachment A. The Software shall be provided to the Districts subject to the terms and conditions stated on Attachment B.

Upon Provider's selection of a Vendor of such school nutrition software, the Parties agree to enter into an Addendum to this Agreement, which shall incorporate each such third-party contract by reference, and which shall bind all Parties to all terms, conditions, obligations, limitations, and exclusions set forth therein as if a signatory thereto, including but not limited to any warranties, limitations on warranties, limitations of liability, intellectual property rights and restrictions, and termination provisions, and further, that all such terms, conditions, obligations, limitations and exclusions shall apply to any claim by any District or Board against Provider concerning the subject matter hereof.

5. Oversight- Except as provided on Attachment B, the Provider shall use its own facilities, equipment, personnel, and personnel policies in providing the Services under this Agreement. Nutrition Personnel shall be

considered employees of the Provider for all purposes and shall not be under the control or supervision of the Boards or the Directors.

6. Scope and Quality of Services - As part of the annual consultation process outlined in Paragraph 8, the Provider shall coordinate with the Directors so that the Parties may provide input to the Provider about the scope and quality of the Services provided hereunder and projected future needs. The Provider shall take reasonable care to ensure that the Services meet the Directors' satisfaction; provided, however, that Nutrition Personnel shall remain subject only to the Provider's performance review process and personnel policies.
7. Relationship Between the Parties - The relationship between the Boards or the Boards' Directors and the Provider or the Provider's Nutrition Personnel shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.
8. Annual Consultation - As part of the annual budget process for each municipal school district, there shall be a meeting of the Directors with regard to all interlocal agreements between their respective districts, including the instant Agreement, during which meeting the Directors shall consult in good faith regarding the quality of services, scope of services, budget for services, and future service needs provided under each such agreement.
9. Consideration - For and in consideration of the Services listed in Attachment A, the Districts shall pay the Provider a proportional share of the Providers Initial School Nutrition Budget and Annual School Nutrition Budget as follows:
 - a) Initial Expenditures - The Provider's Director shall prepare an initial budget for School Nutrition Services (hereinafter referred to as the "Initial School Nutrition Budget") to be provided to the Directors prior to the reporting period of the 2014-2015 school year. Such Initial School Nutrition Budget shall be approved by all the Directors after reasonable consultation in good faith and shall be included herein as Attachment C.
 - b) Annual Expenditures - The Provider's Director shall prepare a reasonable estimate of the annual expenditures for School Nutrition Services and shall provide a report of such estimates annually to all Directors no later than March 1, except the report of the estimated annual expenditures for the 2014-15 school year, which shall be provided to all Directors as soon as practicable following approval

of this Agreement. Thereafter, as part of the consultation process outlined in Paragraph 8, the Directors shall meet and consult in good faith and adopt a budget for School Nutrition Services (hereinafter referred to as the "Annual School Nutrition Budget") for the applicable term. The Directors must approve the Annual School Nutrition Budget no later than April 1 or, in the case of the 2014-15 Annual School Nutrition Budget, as soon as practicable, but no later than May 15, to allow for appropriate lead time for the Parties to develop operational and budgetary plans for the following school year.

- c) Extraordinary Expenditures - Services beyond what is agreed upon in the Initial School Nutrition Budget and Annual School Nutrition Budget(s) will be outside the scope of this Agreement and must be agreed upon, in writing, by the Provider and the party(s) for whom the additional work will be performed prior to commencement of any such work.
- d) Apportionment of School Nutrition Expenditures Among Boards - The Boards shall pay the Provider a proportional share of the Provider's Initial School Nutrition Budget and Annual School Nutrition Budget(s) as calculated by each District's Average Daily Membership ("ADM"). The Parties' total ADM and each District's percentage thereof shall be recalculated annually and shall be based on the Directors' First Monthly Student Membership/ Attendance Report as submitted to the Tennessee Department of Education.

The Parties agree and acknowledge that each Boards' proportional share of the Provider's Initial School Nutrition Budget and a portion of the Provider's 2014-15 Annual School Nutrition Budget shall be calculated based on each District's estimated ADM until the Districts' actual ADM is reported to the Tennessee Department of Education in or around October 15, 2014. At that time, the apportionment described herein shall be reallocated as follows. If the District's actual proportional share is *more than* the District's estimated proportional share, the District will be responsible for paying Provider the amount of such deficit. If the District's actual proportional share is *less than* the District's estimated proportional share, the Provider shall refund the amount of such excess.

- e) Good Faith Efforts to Reach Agreement - In the event of a disagreement between the Parties, with regard to the Annual School Nutrition Budget(s), the Parties agree to work in good faith to reach a mutually agreeable solution. The Parties expressly

acknowledge and agree that if, after best efforts to reach such agreement, any Party shall not agree on the Annual School Nutrition Budget, such disagreement shall not be considered a breach of this Agreement. Termination of this Agreement on the basis of a disagreement over the Annual School Nutrition Budget shall be permitted only under the conditions outlined in Paragraph 14. In no event may the non-agreeing Party use budgeting or planned expenditures as a basis for termination for cause pursuant to Paragraph 13.

10. Payment - The Provider shall invoice the Boards monthly, with the first payment being due June 15, 2014. All payments shall be remitted within thirty (30) calendar days to Collierville Schools, Attention: Chief Financial Officer, 500 Poplar View Parkway, Collierville, TN 38017.
11. Term - The initial term of this Agreement shall commence on May 1, 2014 and continue for three (3) school years until June 30, 2017. The Agreement shall automatically renew for additional one (1) year terms thereafter, unless a Party delivers written notice of intent to terminate to all Parties pursuant to Paragraph 12 below. Except as otherwise provided in Paragraph 17, and except as, and only to the extent, expressly provided in Paragraph 13 of the instant Agreement, the Provider shall not suspend or terminate the Services outlined on Attachment A during the initial, three-year term of this Agreement
12. Termination Without Cause
 - a) Provider - After the initial three-year term, the Provider shall have the right upon giving one hundred twenty (120) days written notice to all the Districts before the expiration of the then-current term to terminate this Agreement, provided that the effective date of any such termination shall be July 1 following such notice. Termination by the Provider pursuant to this paragraph shall terminate this Agreement in its entirety with respect to all Parties.
 - b) Districts - After the initial three-year term, the Districts shall have the right upon giving ninety (90) days written notice to all the Parties before expiration of the then-current term, to terminate this Agreement, provided that the effective date of any such termination shall be July 1 following such notice. Termination by one District pursuant to this paragraph shall be effective only with regard to that District; the Agreement shall continue under the same terms and conditions with respect to all other Parties.

13. Termination With Cause - If, through any cause, any Party shall breach a material term of this Agreement by failing to fulfill in a timely and proper manner its obligations under this Agreement or by violating any of the covenants, agreements, or stipulations of this Agreement, the non-breaching Party may terminate this Agreement. The non-breaching Party shall provide all Parties with written notice specifying the nature of the breach, and the breaching Party shall have thirty (30) days in which to cure the breach. Should the breaching Party fail to cure the breach, the non-breaching Party shall provide written notice of such failure to cure and such Agreement shall terminate as to that Party no earlier than fourteen (14) days after such notice. Termination by one Party, other than the Provider, pursuant to this paragraph, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with respect to all other Parties. Except for circumstances beyond the Provider's control which make the continued performance of this Agreement impossible or impracticable with respect to the non-breaching Districts, termination by the Provider pursuant to this paragraph shall be effective only with regard to the breaching District; the Agreement shall continue under the same terms and conditions with respect to all other Districts.
14. Termination for Good Faith Disagreement Over Annual Student Information Management Budget - If, after good faith efforts, any Party shall not agree on the Annual School Nutrition Budget(s), the non-agreeing Party may terminate the Agreement only if such disagreement is in "good faith" as defined below. In the event of a "good faith" disagreement, the non-agreeing Party shall have the right to terminate this Agreement prior to the expiration of the initial three-year term upon giving written notice to all Parties no later than thirty (30) days following receipt of the Provider's report(s) of estimated annual expenditures, or at least ninety (90) days before the expiration of the then-current term, whichever is earlier, provided that the effective date of any such termination shall be July 1 following such notice. Termination by one Party, other than the Provider, pursuant to this paragraph, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with respect to all other Parties.

A "good faith" disagreement is defined as follows:

- a) For the 2015-16 school year, a disagreement will be deemed in "good faith" if the 2015-16 Annual School Nutrition Budget exceeds the 2014-15 Annual School Nutrition Budget by 10% by line item, excluding Annual Software Costs.

- b) For the 2016-17 school year, a disagreement will be deemed in “good faith” if the 2016-17 School Nutrition Budget exceeds the 2015-16 Annual School Nutrition Budget by 5% by line item, excluding Annual Software Costs.
 - c) For all subsequent years following the initial three-year term, termination based on any disagreement over budgeting or planned expenditures may be accomplished pursuant to Paragraph 12.
15. Conflict - The Provider shall maintain a School Nutrition calendar available to all Parties to this Agreement and shall take all reasonable steps to avoid scheduling conflicts which would prevent the Provider’s Nutrition Personnel from attending meetings at the request of a Director. In the event of a scheduling conflict, the Directors affected by such conflict shall inform the Provider so that the Parties may reach a mutually agreeable solution. The Parties mutually covenant with each other that best efforts will be used at all times to provide timely notice of any and all potential conflicts that may affect other Districts’ access to School Nutrition services.
16. Access to School Nutrition Services - The Parties acknowledge that School Nutrition Services provided under this Agreement are equally available to all signatories hereto. The Provider agrees that Nutrition Personnel employed in furtherance of this Agreement shall use best efforts at all times to provide equal access to the Services.
17. Force Majeure - If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond any Party’s reasonable control (“Force Majeure”), and if the Party unable to carry out its obligations gives the other Parties prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

18. Liability - Each Party to this Agreement shall be solely responsible for its own actions and the actions of its employees and agents conducted pursuant to this Agreement. The Provider shall offer the Services to the Parties in an advisory role, and all decision-making authority remains entirely vested in the Districts. The Parties confer no agency or authority, either express or implied, on the Provider for which any third party may rely. To the extent permitted by Tennessee law, each party to this Agreement shall hold harmless the Provider, and its members, directors, agents and employees, including Provider's Nutrition Personnel, from any and all liabilities arising out of the rendition of services hereunder unless such liabilities arise from the willful and intentional acts of Provider or its members, directors, agents and employees.
19. Governing Law - This Agreement shall be exclusively governed by the laws of the State of Tennessee.
20. Notice - All notices required under this Agreement shall not be effective unless in writing and sent by certified mail to the following:
- a) Notices to Bartlett Board of Education shall be sent to:

Attn: Superintendent's Office
Bartlett City Schools
5650 Woodlawn Drive
Bartlett, TN 38134
 - b) Notices to Town of Arlington Board of Education shall be sent to:

Attn: Superintendent's Office
Arlington Community Schools
12140 Donelson Farms Parkway
Arlington, TN 38002
 - c) Notices to Collierville Schools Board of Education shall be sent to:

Attn: Superintendent's Office
Collierville Schools
500 Poplar View Parkway
Collierville, TN 38017

d) Notices to City of Lakeland Board of Education shall be sent to:

Attn: Superintendent's Office
Lakeland School System
10001 Highway 70
Lakeland, TN 38002

e) Notices to City of Germantown Board of Education shall be sent to:

Attn: Superintendent's Office
Germantown Municipal Schools
6685 Poplar Ave., Suite 202
Germantown, TN 38138

f) Notices to City of Millington Board of Education shall be sent to:

Attn: Superintendent's Office
Millington Municipal Schools
7965 Veteran's Parkway, Suite 102
Millington, TN 38053

21. Entire Agreement - This Agreement and any attachments included herewith at the time of execution of this Agreement contain the entire agreement between the Parties as to the subject matter herein, and no statements, promises, or inducements made by any party or agent of any party that is not contained in this written Agreement shall be valid or binding.
22. Modifications in Writing - This Agreement may not be amended, enlarged, modified or altered except in writing and signed by all affected Parties.
23. Dispute Resolution - Whenever any dispute arises between the Directors and the Provider or the Provider's Nutrition Personnel under this Agreement which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by participation in non-binding mediation as soon as feasible. Any Party to this Agreement may participate in the mediation in an attempt to resolve the dispute.
24. Assignment - The rights and obligations of this Agreement are not assignable.
25. No Consent to Breach - No consent or waiver, express or implied, by any Party to this Agreement to or of any breach or default by any other Party

to this Agreement in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any Party to this Agreement to complain of any act or failure to act of any other Party to this Agreement, or to declare such Party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

26. Severability - If any provision of this Agreement is held to be invalid, unlawful, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such invalid, unlawful, or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such invalid, unlawful, or unenforceable provision or by its severance therefrom.
27. Headings - The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
28. Effective Date - This Agreement shall not be binding upon the Parties until it has been properly approved by the Boards of Education of the respective parties and has been signed by the authorized representatives of the Parties. When it has been so approved and signed, this Agreement shall be effective as of May 1, 2014.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the date and year hereof.

Collierville Board of Education

Mark Hansen, Chairman

John Aitken, Superintendent

APPROVED AS TO FORM:

Board Attorney

Arlington Board of Education

Dale Viox, Chairman

Tammy Mason, Superintendent

APPROVED AS TO FORM:

Board Attorney

Bartlett Board of Education

Jeff Norris, Chairman

David Stephens, Superintendent

APPROVED AS TO FORM:

Board Attorney

Lakeland Board of Education

Kevin Floyd, Chairman

Ted Horrell, Superintendent

APPROVED AS TO FORM:

Board Attorney

Germantown Board of Education

Lisa Parker, Chairman

Jason Manuel, Superintendent

APPROVED AS TO FORM:

Board Attorney

Millington Board of Education

Greg Ritter, Chairman

David Roper, Superintendent

APPROVED AS TO FORM:

Board Attorney

ATTACHMENT A- SCOPE OF SCHOOL NUTRITION SERVICES

School Nutrition Services (the "Services") pursuant to this agreement shall include, but not be limited to, the following:

1. Assist and advise the Directors on all matters related to school nutrition and prepare reports and make presentations, as requested.
2. Assist and advise the Districts with regard to establishing goals and objectives for the Districts' school nutrition needs.
3. Assist and advise the Districts with regard to all matters relating to compliance with school nutrition objectives, policies, and procedures of the Tennessee Department of Education and state and federal regulations.
4. Monitor compliance with and recommend necessary compliance and/or accountability measures for the USDA School Breakfast and Lunch programs and the USDA program agreement.
5. Prepare and file reports for USDA reimbursements, subject to review and approval of the Districts.
6. Develop and maintain databases for state reporting, and revenue and expenditure reporting.
7. Coordinate health permits and inspections with the Health Department.
8. Prepare financial analysis and/or reports concerning school nutrition funds, subject to review and approval of the Districts.
9. Recommend and advise the Districts with regard to point of sale program and software, and monitor such software for incorporation of desired enhancements.
10. Serve as liaison between the Districts and third-party vendor of school nutrition software, and coordinate updates, modifications, and technical issues related to such software.
11. Assist with and coordinate training of the District's school nutrition employees on point of sale program, school nutrition software, and compliance matters.
12. Assist and advise the Directors with developing annual budgets for school nutrition services.

13. Assist and advise Districts with planning for and development of monthly menus for school nutrition services.
14. Develop and perform nutrient analysis of menus and recipes.
15. Assist and advise Districts with coordination and support of special food programs, as requested.
16. Evaluate and make recommendations with regard to procurement of school nutrition equipment, supplies, and food products.
17. Any other such duties reasonably related to School Nutrition services as assigned or requested by the Directors.

ATTACHMENT B - THIRD-PARTY CONTRACT(S)

The Interlocal Agreement for School Nutrition Services contemplates that Provider shall select and enter into a third-party contract with a vendor (the "Vendor") for school nutrition software (the "Software"), which Software is necessary for the delivery of the Services outlined on Attachment A. Upon Provider's selection of a Vendor of such school nutrition software, the Software will be made accessible to the Districts subject to the following terms and conditions:

1. Scope of Services to be Provided under Third-Party Contract - The Vendor shall provide all services and deliverables to the Districts as required, described, and detailed in the Vendor's Statement of Work.
2. Consideration - Payment for the Districts' access to and use of the Software and for any other services provided under the Vendor's Statement of Work shall be made as follows:
 - a) Initial Software Costs - The Vendor's initial costs for all necessary software components and licensing for deployment and implementation of the Software in the Districts ("Initial Software Costs") shall be included in the Provider's Initial School Nutrition Budget and, accordingly, shall be apportioned among the Districts pursuant to Section 9.d. of the Agreement.
 - b) Annual Software Costs - The Vendor's annual costs associated with the use of the Software ("Annual Software Costs") shall be included in the Provider's Annual School Nutrition Budget(s) and, accordingly, shall be apportioned among the Districts pursuant to Section 9.d. of the Agreement.
3. Vendor Services Outside the Statement of Work - Vendor services beyond what is included in the Vendor's Statement of Work are outside the scope of this Agreement and shall be the responsibility of the District for whom the additional services are requested (the "Requesting District").
 - a) Any District in need of such additional services shall communicate such request to the Provider's Nutrition Personnel. Upon such notice, Nutrition Personnel will function as the Requesting District's point of contact with the Vendor to arrange for such additional services.
 - b) The Requesting District shall enter into a Statement of Work with the Vendor for the additional services and Vendor shall invoice the Requesting District directly for any and all costs and fees related to the provision of such additional services. In no event shall the Provider

be responsible for any charges, fees, or costs related to the provision of such additional services to the Requesting District.

4. Termination -

a) Rights Upon Termination - The Districts' payment for Initial Software Costs and Annual Software Costs shall entitle any District which terminates according to Sections 12, 13 or 14 of the Agreement (the "Terminating District") to its electronic records maintained by the Vendor and any associated records or documents maintained by the Provider, but such Terminating District shall have no right to the software itself, the software license and/or subscription, or any service included in the Vendor's Statement of Work beyond the date of termination. In no event shall the Terminating District be entitled to a refund of its share of the Initial Software Costs.

b) Fees and Costs Related to Termination - Vendor's charges or fees, if any, related to cancelling the Terminating District's access to the Software or packaging and/or exporting the Terminating District's electronic records shall be invoiced directly to the Terminating District. Likewise, any other Vendor charges or fees incurred by Provider that arise out of the terminating District's decision to terminate shall be invoiced by the Provider to the terminating District.

5. Access to Technical Support or Information - The Parties acknowledge that the Provider's Nutrition Personnel are the primary points of contact with the Vendor for the provision of the services outlined in the Vendor's Statement of Work. The Provider's Nutrition Personnel shall develop a protocol for requesting technical support, maintenance, and/or information related to the Software. Such protocol shall ensure that Nutrition Personnel are apprised of all such requests and that the Districts' are provided prompt and efficient access to technical support, maintenance, and/or information from the Vendor.

ATTACHMENT C - PROVIDER'S INITIAL SCHOOL NUTRITION BUDGET

**INTERLOCAL AGREEMENT FOR
STUDENT INFORMATION MANAGEMENT ASSISTANCE**

This Agreement made and entered into this _____ day of _____, 2014 by and between Town of Collierville Board of Education, a public school district, located at 500 Poplar View Parkway, Collierville, TN 38017 and the following public school districts: Town of Arlington Board of Education, Bartlett City Board of Education, City of Lakeland Board of Education, City of Germantown Board of Education, and City of Millington Board of Education (the "Districts" or the "Boards") (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Tennessee Legislature passed Public Chapter No. 256 of the 2013 Public Acts to amend Title 49 relative to local educational agencies, including Tennessee Code Annotated §49-2-127(b), which authorizes the governing body of a municipality to establish, by ordinance, a municipal board of education in compliance with Tennessee Code Annotated §49-2-201; and

WHEREAS, the Parties were lawfully established by respective local ordinance pursuant to Tennessee Code Annotated §49-2-106 and in compliance with Tennessee Code Annotated §49-2-201; and

WHEREAS, Town of Collierville Board of Education is an entity authorized pursuant to the laws of the State of Tennessee to operate a public school district within Shelby County, Tennessee; and

WHEREAS, the Boards are entities authorized pursuant to the laws of the State of Tennessee to operate public school districts within Shelby County, Tennessee; and

WHEREAS, the Parties intend to commence instruction beginning with the 2014-2015 school year and continuing each year thereafter; and

WHEREAS, pursuant to Tennessee Code Annotated §7-51-908, the Parties are authorized to contract among themselves for matters concerning education; and

WHEREAS, the Parties are in need of Student Information Management services in order to serve their present and future needs; and

WHEREAS, Town of Collierville Board of Education has a Student Information Management staff with sufficient qualifications to provide those services to the Boards; and

WHEREAS, the Parties have agreed to enter into this Agreement to effect the purposes stated herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the Town of Collierville Board of Education (the "Provider") and the Boards agree as follows:

1. Purpose - The purpose of this Agreement is to authorize the Provider to deliver Student Information Management services to the Districts in exchange for consideration under the following terms and conditions.
2. Designated Representatives - To implement this Agreement, each Party's Director of Schools shall be designated as that Party's representative with regard to their respective Districts' Student Information Management needs, the budgeting process outlined herein, and all other matters pertaining to those services provided pursuant to this Agreement. Such designees, hereinafter collectively referred to as the "Directors," shall serve as the point of contact for the Provider, the Provider's Director, and all Student Information Management personnel.
3. Services - The Provider shall cause its Student Information Management personnel ("SIM Personnel") to deliver the Student Information Management services (the "Services") outlined on Attachment A to the Districts pursuant to applicable federal, state and local laws, codes, rules and regulations.
4. Third-Party Contract(s) - The Parties expressly acknowledge, and this Agreement contemplates, that Provider shall enter into a third-party contract for Student Information Management software (the "Software") necessary for the delivery of the Services outlined on Attachment A. The Software shall be provided to the Districts subject to the terms and conditions stated on Attachment B. Each such third-party contract shall be and is hereby incorporated herein by reference, and each of the Parties shall be bound by all terms, conditions, obligations, limitations and exclusions set forth therein as if a signatory thereto, including but not limited to any warranties, limitations on warranties, limitations of liability, intellectual property rights and restrictions, and termination provisions, provided that Provider shall not bind Parties to indemnification of a third party provider to an extent impermissible under Tennessee law. Such terms, conditions, obligations, limitations and exclusions shall apply to any claim by any District or Board against Provider concerning the subject matter hereof.
5. Oversight- Except as provided on Attachment B, the Provider shall use its own facilities, equipment, personnel, and personnel policies in providing the Services under this Agreement. SIM Personnel shall be considered

employees of the Provider for all purposes and shall not be under the control or supervision of the Boards or the Directors.

6. Scope and Quality of Service - As part of the annual consultation process outlined in Paragraph 8, the Provider shall coordinate with the Directors so that the Parties may provide input to the Provider about the scope and quality of the Services provided hereunder and projected future needs. The Provider shall take reasonable care to ensure that the Services meet the Directors' satisfaction; provided, however, that SIM Personnel shall remain subject on to the Provider's performance review process and personnel policies.
7. Relationship Between the Parties - The relationship between the Boards or the Boards' Directors and the Provider or the Provider's SIM Personnel shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.
8. Annual Consultation - As part of the annual budget process for each municipal school district, there shall be a meeting of the Directors with regard to all inter-local agreements between their respective districts, including the instant Agreement, during which meeting the Directors shall consult in good faith regarding the quality of services, scope of services, budget for services, and future service needs provided under each such agreement.
9. Consideration - For and in consideration of the Services listed in Attachment A, the Districts shall pay the Provider a proportional share of the Provider's Initial Student Information Management Budget and Annual Student Information Management Budget as follows:
 - a) Initial Expenditures - The Provider's Director shall prepare an initial budget for Student Information Management Services (hereinafter referred to as the "Initial Student Information Management Budget") to be provided to the Directors prior to the reporting period of the 2014-2015 school year. Such Initial Student Information Management Budget shall be approved by all the Directors after reasonable consultation in good faith and shall be included herein as Attachment C.
 - b) Annual Expenditures - The Provider's Director shall prepare a reasonable estimate of the annual expenditures for Student Information Management Services and shall provide a report of such estimate annually to all Directors no later than March 1 except the report of the estimated annual expenditures for the 2014-15

school year, which shall be provided to all Directors as soon as practicable following approval of this Agreement. Thereafter, as part of the consultation process outlined in Paragraph 8, the Directors shall meet and consult in good faith and adopt a budget for Student Information Management Services (hereinafter referred to as the "Annual Student Information Management Budget") for the applicable term. The Directors must approve the Annual Student Information Management Budget no later than April 1 or, in the case of the 2014-15 Annual Student Information Management Budget, as soon as practicable, but no later than May 15, to allow for appropriate lead time for the Parties to develop operational and budgetary plans for the following school year.

- c) Extraordinary Expenditures - Services beyond what is agreed upon in the Initial Student Information Management Budget and Annual Student Information Management Budget(s) will be outside the scope of the Agreement and must be agreed upon, in writing, by the Provider and the party(s) for whom the additional work will be performed prior to commencement of any such work.
- d) Apportionment of Student Information Management Expenditures Among Boards - The Boards shall pay the Provider a proportional share of the Provider's Initial Student Information Management Budget and Annual Student Information Management Budget(s) as calculated based on each District's Average Daily Membership ("ADM"). The Parties' total ADM and each District's percentage thereof shall be recalculated annually and shall be based on the Directors' First Monthly Student Membership/Attendance Report as submitted to the Tennessee Department of Education.

The Parties agree and acknowledge that each Boards' proportional share of the Provider's Initial Student Information Management Budget and proportion of the Provider's 2014-15 Annual Student Information Management Budget shall be calculated based on each District's estimated ADM until the Districts' actual ADM is reported to the Tennessee Department of Education in or around October 15, 2014. At that time, the apportionment described herein shall be reallocated as follows. If the District's actual proportional share is *more than* the District's estimated proportional share, the District will be responsible for paying Provider the amount of such deficit. If the District's actual proportional share is *less than* the District's estimated proportional share, the Provider shall refund the amount of such excess.

- e) Good Faith Efforts to Reach Agreement – In the event of a disagreement between the Parties, with regard to the Annual Student Information Management Budget(s), the Parties agree to work in good faith to reach a mutually agreeable solution. The Parties expressly acknowledge and agree that if, after best efforts to reach such agreement, any Party shall not agree on the Annual Student Information Management Budget, such disagreement shall not be considered a breach of this Agreement. Termination of this Agreement on the basis of a disagreement over the Annual Student Information Management Budget shall be permitted only under the conditions outlined in Paragraph 14. In no event may the non-agreeing Party use budgeting or planned expenditures as a basis for termination for cause pursuant to Paragraph 13.
10. Payment – The Provider shall invoice the Boards monthly, with the first payment being due June 15, 2014. All payments shall be remitted within thirty (30) calendar days to Collierville Schools, Attention: Chief Financial Officer, 500 Poplar View Parkway, Collierville, TN 38017.
11. Term – The initial term of this Agreement shall commence on May 1, 2014 and continue for three (3) school years until June 30, 2017. The Agreement shall automatically renew for additional one (1) year terms thereafter, unless a Party delivers written notice of intent to terminate to all Parties pursuant to Paragraph 12 below. Except as otherwise provided in Paragraph 17, and except as, and only to the extent, expressly provided in Paragraph 13 of the Instant Agreement, the Provider shall not suspend or terminate the Services outlined on Attachment A during the initial, three-year term of this Agreement.
12. Termination Without Cause
- a) Provider – For the initial three-year term, the Provider shall have the right upon giving one hundred twenty (120) days written notice to all the Parties before the expiration of the then-current term to terminate this Agreement, provided that the effective date of any such termination shall be July 1 following such notice. Termination by the Provider pursuant to this paragraph shall terminate this Agreement in its entirety with respect to all Parties.
- b) Districts – For the initial three-year term, the Districts shall have the right upon giving ninety (90) days written notice to all the Parties before expiration of the then-current term, to terminate this Agreement, provided that the effective date of any such termination shall be July 1 following such notice. Termination by

one District pursuant to this paragraph shall be effective only with regard to that District; the Agreement shall continue under the same terms and conditions with respect to all other Parties.

13. Termination for Cause - If, through any cause, any Party shall breach a material term of this Agreement by failing to fulfill in a timely and proper manner its obligations under this Agreement or by violating any of the covenants, agreements, or stipulations of this Agreement, the non-breaching Party may terminate this Agreement. The non-breaching Party shall provide all Parties with written notice specifying the nature of the breach, and the breaching Party shall have thirty (30) days in which to cure the breach. Should the breaching Party fail to cure the breach, the non-breaching Party shall provide written notice of such failure to cure and such Agreement shall terminate as to that Party no earlier than fourteen (14) days after such notice. Termination by one Party, other than the Provider, pursuant to this paragraph, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with respect to all other Parties. Except for circumstances beyond the Provider's control which make the continued performance of this Agreement impossible or impracticable with respect to the non-breaching District, termination by the Provider pursuant to this paragraph shall be effective only with regard to the breaching District; the Agreement shall continue under the same terms and conditions with respect to all other Districts.

14. Termination for Good Faith Disagreement Over Annual Student Information Management Budget - If, after good faith efforts, any Party shall not agree to the Annual Student Information Management Budget(s), the non-agreeing Party may terminate the Agreement only if in "good faith" as defined below. In the event of a "good faith" disagreement, the non-agreeing Party shall have the right to terminate this Agreement prior to the expiration of the initial three-year term upon giving written notice to all Parties no later than thirty (30) days following receipt of the Provider's report(s) of estimated annual expenditures, or at least ninety (90) days before the expiration of the then-current term, whichever is earlier, provided that the effective date of any such termination shall be July 1 following such notice. Termination by one Party, other than the Provider, pursuant to this paragraph, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with respect to all other Parties.

A "good faith" disagreement is defined as follows:

- a) For the 2015-16 school year, a disagreement will be deemed in "good faith" if the 2015-16 Annual Student Information Management Budget exceeds the 2014-15 Annual Student Information Management Budget by 10% by line item, excluding Annual Software Costs.
 - b) For the 2016-17 school year, a disagreement will be deemed in "good faith" if the 2016-17 Annual Student Information Management Budget exceeds the 2015-16 Annual Student Information Management Budget by 5% by line item, excluding Annual Software Costs.
 - c) For all subsequent years following the initial three-year term, termination based on any disagreement over budgeting or planned expenditures may be accomplished pursuant to Paragraph 12.
15. Conflict - The Provider shall maintain a Student Information Management calendar available to all Parties to this Agreement and shall take all reasonable steps to avoid scheduling conflicts which would prevent the Provider's SIM Personnel from attending meetings at the request of a Director. In the event of a scheduling conflict, the Directors affected by such conflict shall inform the Provider so that the Parties may reach a mutually agreeable solution. The Parties mutually covenant with each other that best efforts will be used at all times to provide timely notice of any and all potential conflicts that may affect other Districts' access to the Services.
16. Access to Student Information Management Services - The Parties acknowledge that Student Information Management Services provided under this Agreement are equally available to all signatories hereto. The Provider agrees that SIM Personnel employed in furtherance of this Agreement shall use best efforts at all times to provide equal access to the Services.
17. Force Majeure - If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond any Party's reasonable control ("Force Majeure"), and if the Party unable to carry out obligations gives the other Parties prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages. The excused Party shall use

reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

18. **Liability** – Each Party to this Agreement shall be solely responsible for its own actions and the actions of its employees and agents conducted pursuant to this Agreement. The Provider shall offer the Services to the Parties in an advisory role, and all decision-making authority remains entirely vested in the Districts. The Parties confer no agency or authority, either express or implied, on the Provider for which any third party may rely. To the extent permitted by Tennessee law, each party to this Agreement shall hold harmless the Provider, and its members, directors, agents and employees, including Provider’s SIM Personnel, from any and all liabilities arising out of the rendition of services hereunder unless such liabilities arise from the willful and intentional acts of Provider or its members, directors, agents and employees.

19. **Governing Law** – This Agreement shall be exclusively governed by the laws of the State of Tennessee.

20. **Notice** – All notices required under this Agreement shall not be effective unless in writing and sent by certified mail to the following:

a) Notices to Board of Education shall be sent to:

Attention: Superintendent’s Office
Bartlett Community Schools
5650 Hilllawn Drive
Bartlett, TN 38134

b) Notices to Board of Arlington Board of Education shall be sent to:

Attention: Superintendent’s Office
Arlington Community Schools
12140 Wilson Farms Parkway
Arlington, TN 38002

c) Notices to Collierville Schools Board of Education shall be sent to:

Attn: Superintendent's Office
Collierville Schools
500 Poplar View Parkway
Collierville, TN 38017.

d) Notices to City of Lakeland Board of Education shall be sent to:

Attn: Superintendent's Office
Lakeland School System
1000 Parkway 70
Lakeland, TN 38002

e) Notices to City of Germantown Board of Education shall be sent to:

Attn: Superintendent's Office
Germantown Municipal Schools
6685 Highway Ave., Suite 202
Germantown, TN 38138

f) Notices to City of Millington Board of Education shall be sent to:

Attn: Superintendent's Office
Millington Municipal Schools
7965 Main's Parkway, Suite 102
Millington, TN 38053

21. Entire Agreement - This Agreement and any attachments included herewith at the time of execution of this Agreement contain the entire agreement between the Parties as to the subject matter herein, and no statements, promises, or inducements made by any party or agent of any party that is not included in this written Agreement shall be valid or binding.
22. Modifications in writing - This Agreement may not be amended, enlarged, modified, or terminated except in writing and signed by all affected Parties.
23. Dispute Resolution - Whenever any dispute arises between the Directors of the Provider's SIM Personnel under this Agreement which is not resolved by routine meetings or communications, the disputing parties shall seek resolution of such dispute in good faith by participating in mediation as soon as feasible. Any Party to

this Agreement may participate in the mediation in an attempt to resolve the dispute.

24. **Assignment** - The rights and obligations of this Agreement are not assignable.
25. **No Consent to Breach** - No consent or waiver, express or implied, by any Party to this Agreement to or of any breach or default by any other Party to this Agreement in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any Party to this Agreement to complain of a breach or failure to act of any other Party to this Agreement, or to declare such Party in default, irrespective of how long such failure continues shall not constitute a waiver by the non-defaulting party of its rights hereunder.
26. **Severability** - If any provision of this Agreement is held to be invalid, unlawful, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such invalid, unlawful, or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such invalid, unlawful, or unenforceable provision or by its severance therefrom.
27. **Headings** - The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
28. **Effective Date** - This Agreement shall not be binding upon the Parties until it has been formally approved by the Boards of Education of the respective parties and has been signed by the authorized representatives of the Parties. When it has been so approved and signed, this Agreement shall be effective as of July 1, 2014.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the date and year hereof.

Collierville Board of Education

Mark Hansen, Chairman

John Aitken, Superintendent

APPROVED AS TO FORM:

Board Attorney

Bartlett Board of Education

Jeff Norris, Chairman

David Stephens, Superintendent

APPROVED AS TO FORM:

Board Attorney

Germantown Board of Education

Lisa Parker, Chairman

Jason Manuel, Superintendent

APPROVED AS TO FORM:

Board Attorney

Arlington Board of Education

Dale Viox, Chairman

Tammy Mason, Superintendent

APPROVED AS TO FORM:

Board Attorney

Lakeland Board of Education

Kevin Floyd, Chairman

Ted Horrell, Superintendent

APPROVED AS TO FORM:

Board Attorney

Millington Board of Education

Greg Ritter, Chairman

David Roper, Superintendent

APPROVED AS TO FORM:

Board Attorney

ATTACHMENT A- SCOPE OF STUDENT INFORMATION MANAGEMENT SERVICES

Student Information Management Services (the "Services") pursuant to this Agreement shall include, but not be limited to, the following:

1. Assist and advise the Districts with regard to all matters relating to compliance with student information management and technology objectives, policies, and procedures of the Tennessee Department of Education and state and federal regulations;
2. Assist and advise the Districts with regard to establishing goals and objectives for the Districts' future technology needs;
3. Assist and advise the Directors on all matters related to student information management and prepare reports and make presentations, as requested;
4. Monitor and analyze existing software for incorporation of desired enhancements;
5. Perform detailed reviews and analysis of program changes, new equipment, new technology and other factors and trends impacting existing systems in order to facilitate the development and conformance of system modifications;
6. Manage the Districts' student management software;
7. Assist with and coordinate training of all users of student management system ("SMS") software applications, including developing training materials and conducting workshops;
8. Assist with technical support of all SMS software applications, including providing telephone and e-mail support to such users;
9. Assist each District's technology specialist(s) with regard to all matters related to student information management; and
10. Serve as the primary point of contact and liaison between the Districts and the supplying vendor for technical support, maintenance, and information requests;
11. Develop system-wide reports for all Districts for PowerSchool, subject to review and approval by the Districts;

12. Any other such duties reasonably related to Student Information Management services as assigned or requested by the Directors.



ATTACHMENT B – THIRD-PARTY CONTRACT(S)

The Interlocal Agreement for Student Information Management Assistance contemplates that Provider shall enter into a third-party contract with NCS Pearson, Inc. (the “Vendor”) for PowerSchool Software (the “Software”), which Software is necessary for the delivery of the Services outlined on Attachment A. The Software will be made accessible to the Districts subject to the following terms and conditions:

1. Scope of Services to be Provided under Third-Party Contract – The Vendor shall provide all services and deliverables to the Districts as required, described, and detailed in the Vendor’s Statement of Work.
2. Consideration – Payment for the Districts’ access to and use of the Software and for any other services provided under the Vendor’s Statement of Work shall be made as follows:
 - a) Initial Software Costs – The Vendor’s initial costs for all necessary software components and licensing for deployment and implementation of the Software in the Districts (“Initial Software Costs”) shall be included in the Provider’s Initial Student Information Management Budget and, accordingly, shall be apportioned among the Districts pursuant to Paragraph 9.d. of the Agreement.
 - b) Annual Software Costs – The Vendor’s annual costs associated with the use of the Software (“Annual Software Costs”) shall be included in the Provider’s Annual Student Information Management Budget(s) and, accordingly, shall be apportioned among the Districts pursuant to Paragraph 9.d. of the Agreement.
3. Vendor Services Outside the Statement of Work – Vendor services beyond what is included in the Vendor’s Statement of Work are outside the scope of this Agreement and shall be the responsibility of the District for whom the additional services were requested (the “Requesting District”).
 - a) Any District in need of such additional services shall communicate such request to the Provider’s SIM Personnel. Upon such notice, SIM Personnel will act as the Requesting District’s point of contact with the Vendor to arrange for such additional services.
 - b) The Requesting District shall enter into a Statement of Work with the Vendor for the additional services and Vendor shall invoice the Requesting District directly for any and all costs and fees related to the provision of such additional services. In no event shall the Provider

be responsible for any charges, fees, or costs related to the provision of such additional services to the Requesting District.

4. Termination -

a) Rights Upon Termination - The Districts' payment for Initial Software Costs and Annual Software Costs shall entitle any District which terminates according to Paragraphs 12, 13 or 14 of the Agreement (the "Terminating District") to its electronic records maintained by the Vendor and any associated records or documents maintained by the Provider, but such Terminating District shall have no right to the software itself, the software license and/or subscription, or any service included in the Vendor's Statement of Work beyond the date of termination. In no event shall the Terminating District be entitled to a refund of its share of Initial Software Costs.

b) Fees and Costs Related to Termination - Vendor's charges or fees, if any, related to restoring the Terminating District's access to the Software or providing the Terminating District with a copy of its electronic records shall be invoiced directly to the Terminating District. Likewise, any other Vendor charges or fees incurred by Provider that result from the Terminating District's decision to terminate shall be invoiced by the Provider to the Terminating District.

5. Access to Technical Support or Information - The Parties acknowledge that the Provider's SIM Personnel are the primary points of contact with the Districts for the provision of the services outlined in the Vendor's Statement of Work. The Provider's SIM Personnel shall develop a protocol for providing technical support, maintenance, and/or information related to the Software. Such protocol shall ensure that SIM Personnel are approved to respond to all such requests and that the Districts' are provided prompt and efficient access to technical support, maintenance, and/or information from the Vendor.

**ATTACHMENT C - PROVIDER'S INITIAL
STUDENT INFORMATION MANAGEMENT BUDGET**