



AGENDA

METROPOLITAN BOARD OF PUBLIC EDUCATION
2601 Bransford Avenue, Nashville, TN 37204
Regular Meeting – August 24, 2021 – 5:00 p.m.
Christiane Buggs, Chair

I. CONVENE and ACTION

- A. Call to Order
- B. Establish Quorum
- C. Pledge of Allegiance

II. GOVERNANCE ISSUES- OUR ORGANIZATION

A. Actions

1. Consent

- a. Approval of Minutes - 07/13/2021 and 08/05/2021 – Minutes
- b. Recommended Approval of Change Order #2 for Pearl-Cohn High School Track and Stadium Improvements - Orion Building Corporation
- c. Recommended Approval of Supplement #6 for New Hillwood High School - Hastings Architectural Associates, LLC.
- d. Awarding of Purchases and Contracts
 - 1. 11400, Inc.
 - 2. Barge Design Solutions, Inc.
 - 3. Bernhard MCC
 - 4. CDW Government, Inc.
 - 5. CMS Uniforms and Equipment, Inc.
 - 6. Cognia, Inc.
 - 7. Collier Engineering Company, Inc.
 - 8. Cornerstone Engineering, Inc.
 - 9. Dewberry Engineers, Inc.
 - 10. Discovery Education, Inc. dba Discovery Education Mystery Science, Inc.
 - 11. Douglas Equipment
 - 12. Eric Armin, Inc. dba EAI Education
 - 13. Fusion Alarms, LLC
 - 14. Jarrett Builders, Inc.
 - 15. Johnson Johnson Crabtree Architects P.C.
 - 16. Kimley-Horn and Associates, Inc.
 - 17. Lose Design
 - 18. Olert Engineering, Inc.

19. Remind101, Inc.
 20. School Specialty, LLC
 21. Smith Seckman Reid, Inc.
 22. Stantec
 23. Tennessee Department of Human Services
 24. Tennessee State University (TSU)
 25. The Booksource
 26. TRA, Inc.
 27. TTL, Inc.
- e. Board Policies - Policy 3.205 – Security, Policy 3.211 - New Project, Planning, Policy 4.205 - Enrollment in Advanced Courses, Policy 4.206 –Homebound Instruction, Policy 4.213 – Family Life Education, Policy 4.301 – Interscholastic Athletics, Policy 4.605 - Graduation Requirements, Policy 4.700 - Testing Programs, Policy 5.106 - Application and Employment, Policy 5.117 - Teacher Tenure, Policy 5.200 – Separation Practices for Tenured Teachers, Policy 5.201 Separation Practices for Non-Tenured Teachers, Policy 5.802 - Qualifications and Duties of the Director of Schools, Policy 6.200 – Attendance, Policy 6.202 - Home Schools, Policy 6.319 - Alternative Education, Policy 6.402 - Physical Examinations and Immunizations

2. A Resolution Regarding Multicultural Education

IV. REPORTS

- A. Director’s Report

V. ANNOUNCEMENTS

VI. WRITTEN INFORMATION TO THE BOARD

- A. Sales Tax Collections as of August 20, 2021

VII. ADJOURNMENT

METROPOLITAN NASHVILLE PUBLIC SCHOOL BOARD MEETING –
July 13, 2021

Members Present: Christiane Buggs, chair, Gini Pupo-Walker, Rachael Anne Elrod, vice-chair, Emily Masters, Abigail Tylor, Freda Player-Peters, Sharon Gentry, John Little and Fran Bush

Meeting called to order: 5:00 p.m.

CONVENE AND ACTION

- A. Call to Order
Christiane Buggs called the meeting to order.
- B. Pledge of Allegiance – Led by Berthena Nabaa McKinney.

PUBLIC PARTICIPATION

- A. Councilman Dave Rosenbery - He addressed the Board concerning the Nashville Classical charter application.
- B. Dr. Nicole Arrighi – She addressed the Board concerning her support of Aventura charter school application.
- C. Ann Small– She addressed the Board concerning her support of the Nashville Classical charter application.
- D. Kina Armstrong – She asked the Board to approve the Nashville Classical School Charter application.
- E. Dwight Gordon II – He addressed the Board concerning Nashville Classical charter school.
- F. Hasan Clayton– He addressed the Board concerning his support of the Nashville Classical charter school application.
- G. Charlie Freidman – He asked the Board to approve the Nashville Classical charter school application.
- H. Alexandra Ball– She addressed the Board concerning her support of the Nashville Classical charter application.
- I. Princecilla Ridley– She addressed the Board concerning her support of the Nashville Classical charter application.
- J. Elizabeth Hines – She announced several upcoming MNPS Parent Advisory Committee events.

- K. Berthena Nabaa-McKinney – She addressed the Board concerning MNPS Parent Advisory Committee.
- L. Aracely Reyes– She addressed the Board concerning her support of Nashville Classical charter school.
- M. Monica Sifontes– She addressed the Board concerning her support of Nashville Classical charter school.
- N. Victoria Gordon – She addressed the Board concerning Personalized Learning Plans for students.
- O. Ivy Wilson – She addressed the Board concerning Personalized Learning Plans for students.
- P. Mary Sweat - She addressed the Board concerning Personalized Learning Plans for students.
- Q. Sonya Thomas - She addressed the Board concerning Personalized Learning Plans for students.
- R. Aisha White – She addressed the Board concerning her support of the Aventura charter school application.
- S. Lyn Holt – She addressed the Board concerning under resource schools.
- T. Dr. Kita Williams – She addressed the Board concerning House Bill 580.
- U. Amity Marsh – She addressed the Board concerning the Wit and Wisdom Curriculum.
- V. Stephanie Wrape – She addressed the Board concerning her support of the MNPS budget priorities.
- W. Anna Williams – She addressed the Board concerning Critical Race Theory.
- X. Jason Sparks – He addressed the Board asked the Board to deny the Nashville Classical charter application.
- Y. Bethany Rittle-Johnson – She addressed the Board concerning Critical Race Theory.
- Z. Carmen Foster – She asked the Board to deny the Nashville Classical charter application.
- AA. Eli Foster – He asked the Board to deny the Nashville Classical charter application.
- BB. Cindy Goddard – She addressed the Board concerning Wit and Wisdom.
- CC. Karen Sun – She addressed the Board concerning House Bill 580.
- DD. Stephanie Upchurch – She addressed the Board concerning Wit and Wisdom.

- EE. Pippa Holloway – She addressed the Board concerning her support of Wit and Wisdom.
- FF. Lindsey Harris – She addressed the Board concerning her support of the Aventura Charter school application.
- GG. Amanda Kail – She addressed the Board concerning her support of Wit and Wisdom.
- HH. Julie Trudel – She addressed the Board concerning her support of Wit and Wisdom.
- II. Asha Carr – She addressed the Board concerning her support of an optional mask policy.
- JJ. Cindy Martinez - She addressed the Board concerning her support of the Aventura Charter school application.
- KK. Brad Rayson – He addressed the Board concerning budget concerns.
- LL. Emily Sauerma n - She addressed the Board concerning her support of the Aventura Charter school application.

GOVERNANCE ISSUES

- A. 1. Consent
 - a. **Approval of Minutes - 06/22/2021 - Minutes**
 - b. **Recommended Approval of Request #13 for Purchase of Playground Equipment and Installation (Alex Green Elementary School ADA Accommodation) – Playworld Preferred**
 - c. **Awarding of Purchases and Contracts**
 - 1. **American Paper & Twine**
 - 2. **Barge Design Solutions, Inc.**
 - 3. **Blick Art Materials, LLC**
 - 4. **Cameron College Prep, Nonprofit, LLC (LEAD)**
 - 5. **CDW Government, Inc. (2 contracts)**
 - 6. **East End Prep (Martha O’Bryan)**
 - 7. **Follett School Solutions**
 - 8. **Great Minds**
 - 9. **JJCA**
 - 10. **Liberty Collegiate Academy (Republic)**
 - 11. **Metropolitan Nashville Education Association**
 - 12. **Metropolitan Nashville Police Department**

- 13. Nashville Prep (Republic)**
 - 14. Nearpod, Inc.**
 - 15. Noser Consulting, LLC**
 - 16. PowerSchool Group, LLC**
 - 17. Quality Vending Services**
 - 18. S&ME, Inc.**
 - 19. Sherwood Holdings I, Inc. dba Shutterfly
Lifetouch, LLC**
 - 20. Sun Ridge Systems, Inc.**
 - 21. TriStar Mechanical, LLC**
 - 22. TTL, Inc.**
 - 23. Vanderbilt University Medical Center &
Meharry Medical College**
- ~~d. Policy 4.205 Enrollment in Advanced Courses~~**

Gini Pupo-Walker pulled Item A-1-d- Policy 4.205
Enrollment in Advanced Course Education

**Motion to approve the consent agenda with changes.
By Sharon Gentry, seconded Rachael Anne Elrod
Motion Passes
Vote: 9-0**

2. Charter School Amended Applications

**Motion to deny the charter application for Aventura
Community School based upon their continued lack of
meeting standards and academic program design and
capacity due to unclear or unknown curriculum
support and evidence of programing. Additionally,
Aventura Community School continues to only
partially meet standards for the operations plan
capacity with a vague start timeline, little details and
an underdeveloped teacher recruitment plan.
By Rachael Anne Elrod, seconded Freda Player-Peters
Motion Fails
Vote: 4-5 (No: Sharon Gentry, Gini Pupo-Walker, Fran
Bus, John Little, Christiane Buggs)**

Motion to approve Aventura Community School charter application.

**By Gini Pupo-Walker, seconded Freda Player-Peters
Motion passes**

Vote: 5-3-1 (No: Abigail Tylor, Emily Masters and Rachael Anne Elrod, Abstain: Freda Player-Peters)

Motion to approve Nashville Classical Charter School II charter application based on the school's academic achievements, on TN ready scores, the number of parents who support the school and lastly upon the charter review committee report that the school met standards.

**By John Little, seconded Gini Pupo-Walker
Motion fails**

Vote: 2-6-1 (Yes – John Little and Gini Pupo-Walker, abstain – Fran Bush)

Motion to deny Nashville Classical Charter School II charter application based upon the lack of proof that they can enroll enough students at their proposed location and based upon the charter review committee concerns about the school's enrollment and location. Nashville Classical has not articulated how they would be different from the last successful charter network, LEAD Academy who opened in the same location and closed due to low enrollment. Despite support from businesses and non-profits, they have not provided evidence of any meaningful support from the actual families in District 9 who have children old enough to attend.

By Abigail Tylor, seconded Emily Masters

Vote: 6-2-1 (No – John Little and Gini Pupo-Walker, abstain – Fran Bush)

DIRECTOR'S REPORT

- A. Director's Report – Dr. Battle and staff presented a report on the Promising Scholars Summer Program.

ANNOUNCEMENTS

- A. Freda Player-Peters thanked the Council for providing additional funding to MNPS to pay for additional unpaid days for support staff.
- B. Gini Pupo-Walker announced that the new Student Board Members would begin attending Board Meeting in the fall.
- C. Fran Bush announced that she would be partnering with the Stronger Than My Father organization to host a Back to School Festival on July 31st.
- D. John Little announced that the Juvenile Detention Center MNPS students would be graduation on July 15th.
- E. Rachael Anne Elrod announced the upcoming dates of the COVID-19 vaccine and immunizations events that will be held at several middle schools.
- F. Emily Masters announced that the Parent Advisory Council is recruiting members.
- G. Abigail Tylor announced that Early College High School is accepting applications.
- H. Christiane Buggs announced that the Board will host a Board Retreat on July 22nd. She also announced that Summer graduations will be held July 27th.

Ms. Buggs adjourned the meeting at 9:53 p.m.



Chris M. Henson
Board Secretary

Christiane Buggs
Board Chair

Date

METROPOLITAN NASHVILLE PUBLIC SCHOOL SPECIAL CALLED BOARD MEETING – August 05, 2021

Members Present: Christiane Buggs, chair, Gini Pupo-Walker, Rachael Anne Elrod, vice-chair, Emily Masters (virtually), Abigail Tylor, Freda Player-Peters, Sharon Gentry, John Little and Fran Bush

Meeting called to order: 11:00 a.m.

GOVERNANCE ISSUES

A. 1. COVID Protocols

Motion: In response to Mayor Cooper’s Executive Order 21 and the recommendations of the CDC, AAP and Metro Health, I move that MNPS adopts a universal mask policy that all persons indoors and on MNPS buses, be required to wear a cloth face covering or mask effective Friday, August 6, 2021. The Director of Schools is given discretion to design and implement alternatives to this directive, in order to appropriately meet the needs of MNPS students, employees, or members of the public, while providing reasonable access to educational services and government facilities and services. The board will reassess this mask requirement, under our given authority and with guidance from the Health Department, when all Metro Government issued mask requirements end.

By Rachael Anne Elrod, seconded Gini Pupo-Walker

Motion Passes

Vote: 8-1 (Fran Bush)

Ms. Buggs adjourned the meeting at 11:28 a.m.



GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. RECOMMENDED APPROVAL OF CHANGE ORDER #2 FOR PEARL-COHN HIGH SCHOOL TRACK AND STADIUM IMPROVEMENTS - ORION BUILDING CORPORATION

We are requesting approval to make the following changes to this contract:

1. Remove and replace existing Light Tower	\$96,027.44
2. Provide all construction to install Bleacher Foundations- Note: \$128,009.80 to be offset by reduction in Bleacher Contract.	<u>170,105.10</u>
Total for Change Order #2	\$ 266,132.54

It is recommended that this change order be approved.

Legality approved by Metro Department of Law.

FUNDING: 45220.80402220

DATE: August 24, 2021

c. RECOMMENDED APPROVAL OF SUPPLEMENT #6 FOR NEW HILLWOOD HIGH SCHOOL-
HASTINGS ARCHITECTURAL ASSOCIATES, LLC.

We are requesting approval to make the following changes to this contract:

1. Engineering Lab and Music Revisions	\$ 13,100
2. Entry Road Design	<u>8,100</u>
Total Contract Increase	\$ 21,200

It is recommended that this change order be approved.

Legality approved by Metro Department of Law.

FUNDING: 45220.80402220

DATE: August 24, 2021

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(1) VENDOR: 11400, Inc.

SERVICE/GOODS (SOW): Contractor to provide the following insulated cooler bags:

- Sterno 22370580
- Sterno 22370584

SOURCING METHOD: ITB 135218

TERM: August 25, 2021 through December 31, 2021

FOR WHOM: Nutrition Services

COMPENSATION: Contractor to be paid in accordance with Exhibit A pricing. Total compensation for this contract is not to exceed \$60,000.

OVERSIGHT: Nutrition Services

EVALUATION: The timeliness of goods received.

MBPE CONTRACT NUMBER: 7517910

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(2) VENDOR: Barge Design Solutions, Inc.

SERVICE/GOODS (SOW): Provision of mechanical, plumbing, electrical, civil, and structural engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517094

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(3) VENDOR: Bernhard MCC

SERVICE/GOODS (SOW): Provision of HVAC renovations at Warner Elementary School.

SOURCING METHOD: ITB 122222

TERM: August 25, 2021 through Project Completion

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$238,700.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of goods and services provided.

MBPE CONTRACT NUMBER: 7517246

SOURCE OF FUNDS: Federal Funds – ESSER 2

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(4) VENDOR: CDW Government, Inc.

SERVICE/GOODS (SOW): Annual software support for Commvault Backup System, which manages all MNPS data backup services.

SOURCING METHOD: Sourcewell Cooperative, 081419 – CDW

TERM: August 25, 2021 through August 26, 2022

FOR WHOM: For MNPS students and staff

COMPENSATION: Total compensation for this purchase is not to exceed \$34,000.

OVERSIGHT: Technology Services

EVALUATION: Quality of products and timeliness of services provided.

MBPE CONTRACT NUMBER: Purchase Order number pending Board approval.

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(5) VENDOR: CMS Uniforms and Equipment, Inc.

SERVICE/GOODS (SOW): Uniforms for MNPS maintenance staff.

SOURCING METHOD: Metro Government 392423

TERM: August 25, 2021 through August 26, 2022

FOR WHOM: Maintenance staff

COMPENSATION: Total compensation for this purchase is not to exceed \$65,000.

OVERSIGHT: Facility Grounds & Maintenance

EVALUATION: Quality of products and timeliness of services provided.

MBPE CONTRACT NUMBER: Purchase Order number pending Board approval.

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(6) VENDOR: Cognia, Inc.

SERVICE/GOODS (SOW): Contract is for a yearly membership for school accreditation for all MNPS schools.

SOURCING METHOD: Sole Source

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: All MNPS schools

COMPENSATION: Total compensation for this contract is not to exceed \$500,000.

OVERSIGHT: Division of Academics and Schools

EVALUATION: Quality of products and timeliness of services provided.

MBPE CONTRACT NUMBER: 7514293

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(7) VENDOR: Collier Engineering Company, Inc.

SERVICE/GOODS (SOW): Provision of civil engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517092

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(8) VENDOR: Cornerstone Engineering, Inc.

SERVICE/GOODS (SOW): Provision of structural engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517087

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(9) VENDOR: Dewberry Engineers, Inc.

SERVICE/GOODS (SOW): Provision of mechanical, plumbing, and electrical engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517086

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(10) VENDOR: Discovery Education, Inc. dba Discovery Education Mystery Science, Inc.

SERVICE/GOODS (SOW): Amendment #1 extends the term of the contract through June 19, 2023 due to the COVID-19 delay for Tennessee's Science textbook adoption. Contract is for a subscription to Contractor's Science Techbook for MNPS middle school students.

SOURCING METHOD: Amendment to a Previously Board Approved Contract

TERM: August 25, 2021 through June 19, 2023

FOR WHOM: MNPS middle school staff and students

COMPENSATION: No additional funding is obligated by this amendment.

OVERSIGHT: Curriculum & Instruction

EVALUATION: Quality of goods and services provided.

MBPE CONTRACT NUMBER: 7509404

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(11) VENDOR: Douglas Equipment

SERVICE/GOODS (SOW): Contractor to provide the following insulated cooler bags:

- Sterno 22370582

SOURCING METHOD: ITB 135218

TERM: August 25, 2021 through December 31, 2021

FOR WHOM: Nutrition Services

COMPENSATION: Contractor to be paid in accordance with Exhibit A pricing.

Total compensation for this contract is not to exceed \$30,000.

OVERSIGHT: Nutrition Services

EVALUATION: The timeliness of goods received.

MBPE CONTRACT NUMBER: 7517909

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(12) VENDOR: Eric Armin, Inc. dba EAI Education

SERVICE/GOODS (SOW): For the provision of Texas Instruments TI-84 Plus graphing calculators for Integrated Math 1 teachers and additional math resources for all secondary math teachers within the Schools of Innovation.

SOURCING METHOD: BuyBoard Cooperative Contract 573-18

TERM: Immediate Purchase

FOR WHOM: Schools of Innovation

COMPENSATION: Total compensation for this purchase is not to exceed \$70,000.

OVERSIGHT: Schools of Innovation

EVALUATION: Timeliness, accuracy, and quality of products/services provided.

MBPE CONTRACT NUMBER: Purchase Order number pending Board approval.

SOURCE OF FUNDS: District Priority School Improvement Grant

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(13) VENDOR: Fusion Alarms, LLC

SERVICE/GOODS (SOW): Provision of fire alarm monitoring services.

SOURCING METHOD: RFP 122225

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation under this contract is not to exceed \$2,500,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 7517101

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(14) VENDOR: Jarrett Builders, Inc.

SERVICE/GOODS (SOW): Provision of fire alarm inspection services.

SOURCING METHOD: RFP 128213

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation under this contract is not to exceed \$1,500,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 7517471

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(15) VENDOR: Johnson Johnson Crabtree Architects P.C.

SERVICE/GOODS (SOW): Provision of architectural services for an addition to Cane Ridge High School.

SOURCING METHOD: RFQ 118228

TERM: August 25, 2021 through Project Completion

FOR WHOM: Cane Ridge High School

COMPENSATION: Total compensation for this contract is not to exceed \$970,260.

OVERSIGHT: Facility Planning & Construction

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 7514917

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(16) VENDOR: Kimley-Horn and Associates, Inc.

SERVICE/GOODS (SOW): Provision of electrical and civil engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517085

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(17) VENDOR: Lose Design

SERVICE/GOODS (SOW): Provision of civil engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517089

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(18) VENDOR: Olert Engineering, Inc.

SERVICE/GOODS (SOW): Provision of mechanical, plumbing, and electrical engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517088

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(19) VENDOR: Remind101, Inc.

SERVICE/GOODS (SOW): For the provision of a robust two-way communication solution that meets the following needs:

- 1:1 messaging for teacher-to-parent and parent-to-teacher in the parent's preferred medium (mobile phone, text, email, mobile app)
- Text-first communication that can work with or without an app or opt-in
- A tool that offers translation between teachers/school and parents in the parent's preferred language.

SOURCING METHOD: RFP 98216

TERM: August 25, 2021 through August 24, 2025

FOR WHOM: MNPS students and staff

COMPENSATION: Contractor will be paid in accordance with Exhibit A. Services will be billed at a rate of \$1.45 per student.

Total compensation for this contract is not to exceed \$522,000.

OVERSIGHT: Communications

EVALUATION: Quality of goods and services provided.

MBPE CONTRACT NUMBER: 7517849

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(20) VENDOR: School Specialty, LLC

SERVICE/GOODS (SOW): For the indefinite delivery/indefinite quantity (IDIQ) provision of various educational school supplies.

SOURCING METHOD: OMNIA Partners Cooperative Contract # R190503

TERM: August 25, 2021 through June 30, 2022

FOR WHOM: MNPS schools and departments

COMPENSATION: Total compensation for this contract is not to exceed \$2,000,000.

OVERSIGHT: Procurement

EVALUATION: Timeliness, accuracy, and quality of products/services provided.

MBPE CONTRACT NUMBER: 7517646

SOURCE OF FUNDS: Various Operating, Federal, and School-Based Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(21) VENDOR: Smith Seckman Reid, Inc.

SERVICE/GOODS (SOW): Provision of mechanical, plumbing, electrical, civil, and structural engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517090

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(22) VENDOR: Stantec

SERVICE/GOODS (SOW): Provision of civil engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517093

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(23) VENDOR: Tennessee Department of Human Services

SERVICE/GOODS (SOW): Grant agreement for the provision of Pre-Employment Transition Services ("Pre-ETS") School to Work program.

SOURCING METHOD: Grant

TERM: October 1, 2021 through September 30, 2022

FOR WHOM: MNPS Exceptional Education students enrolled in the Pre-ETS program

COMPENSATION: Total revenue received for this grant contract is not to exceed \$168,280.

OVERSIGHT: Exceptional Education and Federal Programs

EVALUATION: Timeliness of payments received.

MBPE CONTRACT NUMBER: 7516457

SOURCE OF FUNDS: Revenue

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(24) VENDOR: Tennessee State University (TSU)

SERVICE/GOODS (SOW): MNPS consistently searches for ways to bring teachers of diverse backgrounds and those who are prepared for high needs/hard-to-fill subject areas into the district. Teacher residencies are an excellent means of attracting and retaining talent while also creating grow-your-own pathways for internal support staff.

SOURCING METHOD: RFP 119217

TERM: August 25, 2021 through May 11, 2026

FOR WHOM: The partnership serves MNPS students and staff

COMPENSATION: Contractor shall be paid in accordance with terms of the contract.

Total compensation under this contract is not to exceed \$1,960,000.

Academic Year	Number of TSU Residents	Number of Residencies Year 1 or Year 2 of Teaching	Resident Salary as Instructional Aide
2021- 2022	10	10	\$196,000
2022 - 2023	15	21	\$294,000
2023 - 2024	20	34	\$392,000
2024 - 2025	25	50	\$490,000
2025 - 2026	30	68	\$588,000
		Estimated cost to MNPS	\$1,960,000

OVERSIGHT: Human Resources

EVALUATION: MNPS will evaluate the efficacy of the TSU contract based upon their ability to meet recruitment and retention benchmarks, percentage of diverse candidates and candidates in high needs areas.

MBPE CONTRACT NUMBER: 7517000

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(25) VENDOR: The Booksource

SERVICE/GOODS (SOW): For the purchase of various library books.

SOURCING METHOD: BuyBoard Cooperative Contract 609-20

TERM: Immediate Purchase

FOR WHOM: McGavock Elementary School

COMPENSATION: Total compensation for this purchase is not to exceed \$49,434.

OVERSIGHT: McGavock Elementary School

EVALUATION: Quality of products and timeliness of services provided.

MBPE CONTRACT NUMBER: Purchase Order number pending Board approval.

SOURCE OF FUNDS: Federal Funds – ESSER 2

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(26) VENDOR: TRA, Inc.

SERVICE/GOODS (SOW): Software licensing, maintenance, and support for School Funds Online (SFO).

SOURCING METHOD: OMNIA Partners Cooperative Contract #R190103

TERM: August 25, 2021 through August 26, 2022

FOR WHOM: Audit Department

COMPENSATION: Total compensation for this purchase is not to exceed \$61,254.73.

OVERSIGHT: Audit Department

EVALUATION: Quality of products and timeliness of services provided.

MBPE CONTRACT NUMBER: Purchase Order number pending Board approval.

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(27) VENDOR: TTL, Inc.

SERVICE/GOODS (SOW): Provision of civil engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517091

SOURCE OF FUNDS: Capital Funds and Operating Budget

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Security	Descriptor Code: 3.205	Issued Date: 08/24/21
		Rescinds:	Issued: 05/08/18

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

- 3 1. Closing and securing teacher work areas when left unattended or at the end of the day;
- 4 2. Posting of all signage required by law and Metro Ordinance;
- 5 3. Denying students permission to use the classrooms, laboratories, gymnasiums, or other school
6 facilities or equipment without appropriate supervision;
- 7 4. Controlling the issuance of keys; and
- 8 5. Developing programs that contribute to the proper care and use of school facilities and
9 equipment.

10 Equipment purchased with federal funds shall be managed as directed by federal and state law.¹

11 The principal shall call law enforcement officials in cases involving illegal entry, theft, or vandalism.
12 The principal shall notify the director of schools as soon as practical but no longer than 24 hours after a
13 case of vandalism, theft, building damage, and/or illegal entry.

14 The director of schools or his/her designee is authorized to sign a criminal complaint and to press
15 charges against perpetrators for vandalism of school property.

16 **LAW ENFORCEMENT SERVICES**

17 The board may enter into collaborative partnerships with appropriate law enforcement agencies.
18 Partnerships may include, but not be limited to, education and recreational programs, delinquency
19 prevention, and mentoring initiatives.

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

- 23 1. Any School Resource Officer (SRO) assigned under a memorandum must be in compliance
24 with all laws, regulations, and rules of the Peace Officer Standards and Training Commission at
25 the time of assignment and remain compliant throughout the tenure of his or her assignment.
- 26 2. As a condition of assignment, any SRO must participate in forty (40) hours of basic training in
27 school policing within twelve (12) months of assignment. Every year thereafter, the SRO shall

1 participate in a minimum of sixteen (16) hours of training specific to school policing. All
2 training programs shall be approved by the Peace Officers Standards and Training
3 Commission.

4 3. Any SRO assigned under the memorandum remains an employee of the law enforcement
5 agency, subject to that agency's direction, control, supervision, and discipline.

6 4. No officer shall be assigned to a school, or continue in such an assignment, without the consent
7 of the director of schools.

8 5. In the event that more than one SRO is assigned to a school system, the law enforcement
9 agency shall designate one of the SROs as the senior SRO or such other appropriate title. The
10 duties of the senior SRO, however designated, shall include, but not be limited to, the
11 following:

12 a. To represent and carry out the policies of the law enforcement agency assigning the
13 SROs;

14 b. To supervise the SROs in the performance of their duties;

15 c. To consult with the director of schools regarding the best use of the available resources
16 for school policing; and

17 d. To resolve disputes between the SROs and students or faculty members.

18 6. The memorandum may be effective for any length of time, including continuing until
19 terminated by the parties, and may contain any reasonable notice requirement for the
20 termination of the memorandum. However, the memorandum shall contain a provision
21 allowing the director of schools to suspend the active participation of the SROs in the event that
22 the director of schools believes that such suspension is best for the health, safety, and/or
23 wellbeing of the students and/or faculty members.

24 **CYBERSECURITY³**

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

Legal References

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

Cross References

- Visitors to the Schools 1.501
Safety 3.201
Care of School Property 6.311

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: New Project Planning	Descriptor Code: 3.211	Issued Date: 08/13/21
		Rescinds: EE-16	Issued: 05/08/18

1 SCHOOL DESIGN

2 The director of schools shall create a design team for any new school building or major renovation. The
3 design team shall include teachers, administrators, and members of the community in which the school
4 is to be built.

5 The design of all school facilities shall include:

- 6 1. A welcoming entrance that provides shelter from the rain;
- 7 2. An entrance/foyer design for new schools that routes visitors to the office and limits direct access
8 to the school for security purposes;
- 9 3. Safe and efficient traffic patterns for bus riders and car riders;
- 10 4. Sufficient natural light in every classroom;
- 11 5. A school exterior that blends into the community where it is built;
- 12 6. An outdoor playground or playing fields for middle and high schools, unless precluded by space
13 limitations;
- 14 7. Indoor air-conditioned space for elementary playground use.

15 SELECTION OF ARCHITECT¹

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

18 SELECTION OF ENGINEER¹

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

21 SITE SELECTION

22 The board shall have sole discretion with choosing sites for construction.² When determining where to
23 begin new projects, the board shall consider the following:

- 24 1. Proximity to students and other schools;
- 25 2. Current and future populations of the area;
- 26 3. Growth patterns;
- 27 4. Impact on surrounding neighborhoods and public infrastructure;
- 28 5. Construction factors, such as the suitability for the site for educational programs and building
29 standards;
- 30 6. Transportation routes and traffic patterns; and

1 7. Accessibility.

2 **BUILDING ACCESSIBILITY³**

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

Legal References

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

Cross References

Facility Expansion – Goals 3.207
Facilities Planning 3.208
Estimating Facility Costs 3.209

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Enrollment in Advanced Courses	Descriptor Code: 4.205	Issued Date: 08/24/21
		Rescinds:	Issued:

1 *General*

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

4 The standards listed below shall serve as guidance for placement and should not be considered as
5 limitations to enrollment in advanced courses, academic programs, or career-technical pathways.
6 Students are encouraged to challenge themselves academically and avail themselves of the most rigorous
7 curricular offerings that are available.

8 In instances where multiple advanced course options exist, students will be encouraged to enroll in the
9 one most aligned to their postsecondary aspirations.”

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

- 11 1. Honors Courses: **A grade of 85 or higher and/or TCAP scores of on-track or mastery in the**
12 **preceding academic course**
- 13
- 14 2. Dual Credit Courses: **A grade of 85 or higher and/or TCAP scores of on-track or mastery**
15 **in the preceding academic course**
- 16
- 17 3. Industry Certification-Aligned Courses: **A grade of 85 or higher and/or TCAP scores of on-**
18 **track or mastery in the preceding academic course**
- 19
- 20 4. Dual Enrollment: **A grade of 85 or higher and/or TCAP scores of on-track or mastery in**
21 **the preceding academic course**
- 22
- 23 5. Advanced Placement: **A grade of 85 or higher and/or TCAP scores of on-track or mastery**
24 **in the preceding academic course**
- 25
- 26 6. Cambridge International: **A grade of 85 or higher and/or TCAP scores of on-track or**
27 **mastery in the preceding academic course**
- 28
- 29 7. College Level Exam Program: **A grade of 85 or higher and/or TCAP scores of on-track or**
30 **mastery in the preceding academic course**
- 31
- 32 8. International Baccalaureate: **A grade of 85 or higher and/or TCAP scores of on-track or**
33 **mastery in the preceding academic course**

1 The principal of each school shall have the authority to consider additional factors, such as, but not
2 limited to; student interest, attendance, and post-graduation plans, for the enrollment in advanced
3 courses to fit the needs of the students within the school.

4 **NOTIFICATION¹**

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

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

12 **COLLEGE LEVEL COURSES²**

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

17 These courses may be offered at the high school, postsecondary institution, or online. If not offered on
18 the high school campus, the Board shall not be responsible for transportation. Any tuition or fees due to
19 enrollment in college level courses are the responsibility of the parent(s)/guardian(s).

20 Grades earned in such college level courses shall be used to determine class rank, grade point average,
21 and class valedictorian or salutatorian.

Legal References

1. Public Acts of 2021, Chapter No. 170; State Board of Education Policy 3.301
2. TRR/MS 0520-01-03-.03(8)

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Homebound Instruction	Descriptor Code: 4.206	Issued Date: 08/24/21
		Rescinds: 4.206	Issued: 07/14/20

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

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

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

15 **COVID-19 QUARANTINE²**

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

Legal References

1. TCA 49-10-1101; TRR/MS 0520-01-02-.10
2. TRR/MS 0520-01-13-.01(d)(1)

Cross References

Alternative Credit Options 4.209
Virtual Education Program 4.212
Student Communicable Diseases 6.403
Acquired Immune Deficiency Syndrome 6.404

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Family Life Education	Descriptor Code: 4.213	Issued Date: 08/24/21
		Rescinds:	Issued: 08/14/18

1 *General*

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

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

7 **FAMILY LIFE INSTRUCTION**

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

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

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

4 **TRAINING ON INSTRUCTION**

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

Legal References

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

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Interscholastic Athletics	Descriptor Code: 4.301	Issued Date: 08/24/21
		Rescinds:	Issued: 08/14/18

1 *General*

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

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

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

19 **INSURANCE & PHYSICAL EXAMINATIONS**

20 In the event that the school's insurance provider does not extend coverage to an athlete, the athlete shall
21 provide proof of independently secured catastrophic coverage and liability coverage, with the school
22 district as a named insured, of not less than the limits set forth in state law.⁵ It shall be the responsibility
23 of the parent(s)/guardian(s) to provide health and hospitalization insurance for all students participating
24 in interscholastic athletics.

25 Prior to participation in interscholastic athletics, every student shall complete an annual physical
26 examination.⁶ The parent(s)/guardian(s) of each student shall be responsible for covering the cost of the
27 examination, and these records shall be on file in the principal's office.

28 **SCHEDULING CONFLICTS**

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

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

5 **SEVERE WEATHER⁴**

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

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

13 **PROHIBITION AGAINST HAZING**

14 Coaches, employees, and volunteers of the school district shall not encourage, permit, condone, or
 15 tolerate hazing activities.⁹

Legal References

1. 34 CFR § 106.41; 20 USCA § 1681 et seq.
2. Public Acts of 2021, Chapter No. 40
3. TRR/MS 0520-01-02-.08(1)
4. Public Acts of 2021, Chapter No. 272
5. TCA 29-20-403
6. 20 USCA § 1232h(c); TRR/MS 0520-01-13-.01(1)(a)
7. TCA 49-6-1002(a)
8. TCA 49-6-1002(c)
9. TCA 49-2-120

Cross References

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

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Graduation Requirements	Descriptor Code: 4.605	Issued Date: 08/24/21
		Rescinds: 4.605	Issued: 08/13/19

1 GENERAL

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

3 Before high school graduation, every student shall:¹

- 4 1. Achieve the specified units of credit;
- 5 2. Take the required end of course exams;
- 6 3. Have satisfactory records of attendance and conduct,
- 7 4. Take the ACT or SAT in the 11th grade;² and
- 8 5. Pass a United States civics test.³

9 SPECIAL EDUCATION STUDENTS⁴

10 Special education students who successfully complete their Individualized Educational Program (IEP),
11 pass the required competency assessment and have satisfactory records of attendance and conduct shall
12 be awarded a regular diploma. A special education diploma shall be awarded to students who have
13 satisfactorily completed their IEP and who have satisfactory records of attendance and conduct, but who
14 have not met the proficiency testing requirements.⁵

15 Special education students who do not meet the requirements for a high school diploma may be awarded
16 an occupational diploma if the student has:^{1,4}

- 17 1. satisfactorily completed their IEP;
- 18 2. maintained satisfactory records of attendance and conduct;
- 19 3. completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment
20 (SKEMA);
- 21 4. completed at least four (4) years of high school; and
- 22 5. has two (2) years of paid or non-paid work experience.

23 The decision to attain an occupational diploma shall be made at the conclusion of the student's tenth
24 (10th) grade year, or two (2) academic years prior to the expected graduation date. Students who have
25 received an occupational diploma shall continue to make progress towards a high school diploma until
26 the end of the school year in which they turn twenty-two (22) years old.

27 STUDENT LOAD

28 All full time students in grades 9-12 shall be enrolled each semester in subjects that produce a minimum
29 of five units of credit for graduation per year. Students with hardships and gifted students may appeal
30 this requirement to the director of schools and then to the board.⁶

1 EARLY GRADUATION⁷

2 High school students shall be permitted to complete an early graduation program. Students intending to
3 graduate early shall inform the school principal of this intent prior to the beginning of 9th grade, or as
4 soon thereafter as the intent is known.

5 In order to graduate early, students must meet the following requirements:

- 6 1. Earn the required eighteen (17) units of credit;
- 7 2. Achieve a benchmark score for each required end-of-course exam;
- 8 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 9 4. Meet the minimum ACT or SAT benchmark score;
- 10 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 11 6. Complete two (2) early postsecondary courses

12 The director of schools shall develop administrative procedures to ensure that the early graduation
13 program is conducted in accordance with state law.

Legal References

1. TCA 49-6-6001; State Board of Education Policy 2.103
2. TCA 49-6-6001(b); State Board of Education Policy 2.103
3. TCA 49-6-408; State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06(1)(a); State Board of Education Policy 2.103
5. TCA 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.03(6)
7. TCA 49-6-8303; State Board of Education Policy 2.103

Cross References

Basic Curriculum Program 4.201
Class Ranking 4.602

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Testing Programs	Descriptor Code: 4.700	Issued Date: 08/24/21
		Rescinds: 4.700	Issued: 04/27/21

1 *General*

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

- 4 1. Assist in promoting accountability;
- 5
- 6 2. Determine the progress of students;
- 7
- 8 3. Assess the effectiveness of the instructional program and student learning;
- 9
- 10 4. Aid in counseling and guiding students in planning future education and other endeavors;
- 11
- 12 5. Analyze the improvements needed in each instructional area;
- 13
- 14 6. Assist in the screening of students with learning difficulties;¹
- 15
- 16 7. Assist in placing students in remedial programs;
- 17
- 18 8. Provide information for college entrance and placement; and
- 19
- 20 9. Assist in educational research by providing data.²

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

- 22 1. Determining specific purposes for each test;
- 23
- 24 2. Selecting the appropriate test to be given;
- 25
- 26 3. Establishing procedures for administering the tests;
- 27
- 28 4. Making provisions for interpreting and disseminating the results;
- 29
- 30 5. Maintaining testing information in a consistent and confidential manner; and
- 31
- 32 6. Ensuring that results are obtained as quickly as possible, especially when placement in a special
33 learning program might be necessary.

1 State-mandated student testing programs shall be undertaken in accordance with procedures published
2 by the State Department of Education.³

3 **WEIGHTING TCAP SCORES**

4 TNReady⁴ and EOC⁵ scores will be included in students' final grades as follows:

- 5 a) 2017-2018 school year - 15%
- 6 b) 2018-2019 school year and beyond - 15% or the minimum allowed by the State of Tennessee

7 The raw score earned by the student will be converted to a 100 point scale using the target score method.

8 The director of schools may exclude these scores from students' final grades if results are not received
9 by the district at least five (5) instructional days before the end of the course.^{4,5}

10 **INTEREST INVENTORIES AND CAREER ASSESSMENTS⁶**

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

13 Career aptitude assessments shall be administered to 7th graders in order to inform the student's high
14 school plan of study.

15 **TESTING INFORMATION AND PARENTAL CONSENT**

16 Any test directly concerned with measuring student ability or achievement through individual or group
17 psychological or socio-metric tests shall not be administered by or with the knowledge of any employee
18 of the system without first obtaining written consent of the parents or guardians.²

19 Results of all group tests shall be recorded on the students' permanent records and shall be made
20 available to appropriate personnel in accordance with established procedures.⁷

21 No later than July 31st of each year, the board shall publish on its website information related to state
22 and board mandated tests that will be administered during the school year. The information shall
23 include:⁸

- 24 1. The name of the test;
- 25
- 26 2. The purpose and use of the test;
- 27
- 28 3. The grade or class in which the test will be administered;
- 29
- 30 4. The tentative date or dates that the test will be administered;
- 31
- 32 5. The time and manner in which parents and students will be notified of the results of the test;
- 33

- 1 6. How parents can access the questions and answers on their student’s state-required tests; and
2
3 7. If a board mandated test, how the test complements and enhances student instruction and
4 learning and how it serves a purpose distinct from state-required tests.
- 5 Testing information shall also be placed in student handbooks or other school publications that are
6 provided to parents on an annual basis.

Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(7); TRR/MS 0520-01-03-.06(2)(b)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.03(11)(e); State Board of Education Policy 2.103; TCA 49-1-617
6. TCA 49-6-412
7. TCA 10-7-504(a)(4)(A)
8. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103

Cross References

Student Surveys, Analyses, and Evaluations 6.4001
Student Records 6.600

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Application and Employment	Descriptor Code: 5.106	Issued Date: 08/24/21
		Rescinds: 5.106	Issued: 08/14/18

1 APPLICATION

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

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

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

13 *Professional Employees*

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

19 No person shall be employed:

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

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

4 *Support Employees*

5 No person shall be employed:

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

17 **EMPLOYMENT**

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

20 *Initial Employment for Professional Employees*

21 The Director of Schools shall notify such person, in writing, of the offer and conditions of
22 employment. Upon receipt of employment notification, such person shall respond within the timeline
23 established by state law.¹² From the date of the written acceptance, such person is considered to be
24 under employment with the district and is subject to all rights, privileges, and duties.

25 *Support Employees*

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

Legal References

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

Cross References

Orientation and Probation 5.107
Compensation Guides & Contracts 5.110
Background Investigations 5.118
Recommendations and File Transfers 5.203
Interim Employees 5.700
Qualifications and Duties of the Director of Schools 5.802

Metropolitan Nashville Board of Education

Monitoring: Review: Annually in January	Descriptor Term: Teacher Tenure	Descriptor Code: 5.117	Issued Date: 08/24/21
		Rescinds:	Issued: 05/08/18

1 *General*

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

4 **TENURE ELIGIBILITY²**

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

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

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

24 **ACQUISITION OF TENURE STATUS**

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

27 The following additional guidelines shall apply:

- 28 1. The Director of Schools will recommend teachers eligible for tenure at a board meeting in ample
29 time to send notice of non-renewal to each teacher not recommended for tenure within five (5)
30 business days following the last instructional day for the school year.⁵
31

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

6 **TEACHER RETURNING TO EMPLOYMENT**

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

12 **TEACHER TRANSFERRING FROM ANOTHER SCHOOL DISTRICT⁹**

13 A tenured or non-tenured teacher with five (5) or more years of prior service that transfers from another
14 school district to begin employment in the Metropolitan Nashville Public School District shall serve the
15 regular probationary period. The Board, upon the recommendation of the Director of Schools, may waive
16 the probationary period and grant tenure status or shorten the probationary period.

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

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

22 **TEACHER RETURNING TO PROBATIONARY STATUS¹⁰**

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

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

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

Legal References

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

Cross References

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

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 08/24/21
		Rescinds:	Issued: 08/13/19

1 **SUSPENSION PENDING AN INVESTIGATION¹**

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

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

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

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

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

20 When a tenured teacher is charged with offenses that may justify dismissal or a suspension greater than
21 three (3) days, the charges shall be made in writing, specifically stating the offenses that are charged,
22 and shall be signed by the party or parties making the charges.

23 If, in the opinion of the Board, the charges are of such nature as to warrant the dismissal or a suspension
24 greater than three (3) days of the teacher, the Director of Schools shall give the teacher a written notice
25 of this decision, a copy of the charges against the teacher, and a copy of a form provided by the
26 Commissioner of Education advising the teacher of his/her legal duties, rights, and recourse.

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

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

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

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

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

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

24 **RESIGNATION**

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

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

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

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

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

1 Education has provided the teacher an opportunity for defense during a hearing, the State Board of
2 Education may suspend the license for no less than thirty (30) days and no more than three hundred
3 sixty-five (365) days.⁸

4 **RETIREMENT**

5 Retirement is a termination of services under conditions that will allow the teacher to draw benefits from
6 retirement plans and/or Social Security benefits. Teachers eligible for retirement benefits may elect to
7 retire at any age according to the provisions of the retirement system.

8 Central office personnel shall assist teachers in securing retirement benefits; however, it shall be the
9 responsibility of the retiring teacher to provide verification of eligibility in writing from the Tennessee
10 Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility of the retiring
11 teacher to file for benefits.

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

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

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

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b); Public Acts of 2021, Chapter No. 493
9. TCA 8-36-805
10. TCA 8-36-821

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Non- Tenured Teachers	Descriptor Code: 5.201	Issued Date: 08/24/21
		Rescinds:	Issued: 08/13/19

1 **SUSPENSION PENDING AN INVESTIGATION¹**

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

9 **SUSPENSION OF THREE DAYS OR LESS²**

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

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

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

20 The Director of Schools may dismiss or suspend for more than three (3) days any non-tenured teacher
21 during the contract year for incompetence, inefficiency, insubordination, improper conduct, or neglect
22 of duty after giving the non-tenured teacher, in writing, due notice of the charges.

23 The Director of Schools shall give the non-tenured teacher an opportunity for a full and complete hearing
24 before an impartial hearing officer.

25 The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will
26 hear the case, and the teacher shall have the right to:

- 27 1. Be represented by counsel;
- 28
- 29 2. Call and subpoena witnesses;
- 30

1 3. Examine all witnesses; and

2
3 4. Require that all testimony be given under oath.

4 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the
5 affected teacher within ten (10) working days following the close of the hearing. The teacher may appeal
6 the decision to the Board within ten (10) working days of the hearing officer rendering the written
7 decision to the teacher. Written notice of appeal to the Board shall be given to the Director of Schools.
8 Within twenty (20) working days of receipt of notice, the Director of Schools shall prepare a copy of the
9 proceedings, including all transcripts and evidence, documentary or otherwise, and provide the Board a
10 copy of the same.

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

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

16 1. Sustain the decision;

17
18 2. Send the record back if additional evidence is necessary; or

19
20 3. Revise the penalty or reverse the decision.

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

24 Within twenty (20) working days after receipt of notice of the decision of the Board, either party may
25 appeal to the chancery court in the county where the school district is located. The Board shall provide
26 the entire record of the hearing to the court.

27 **NONRENEWAL**

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

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

33 The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their
34 contract period. If the Director of Schools determines not to renew the contract of a non-tenured teacher,
35 the following action shall be taken:

36 1. The Board shall be notified at the next regular board meeting; and

- 1 2. Written notice of non-renewal shall be sent to the teacher by certified mail or overnight carrier,
2 or by email within five (5) business days following the last instructional day for the school year.³

3 **RESIGNATION**

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

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

- 8 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
9 statement of a physician approved by the Board; or
10
11 2. The release by the Board of the teacher from the contract which the teacher has entered into with
12 the Board.

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

16 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
17 the State Board of Education and request the suspension of a teacher's license. After the State Board of
18 Education has provided the teacher an opportunity for defense during a hearing, the **State Board of**
19 **Education** may suspend the license for no less than thirty (30) days and no more than three hundred
20 sixty-five (365) days.⁷

21 **RETIREMENT**

22 Retirement is a termination of services under conditions which will allow the teacher to draw benefits
23 from retirement plans and/or Social Security benefits.

24 Teachers eligible for retirement benefits may elect to retire at any age according to the provisions of the
25 retirement system. Central office personnel shall assist teachers in securing retirement benefits; however,
26 it shall be the responsibility of the retiring teacher to provide verification of eligibility in writing from
27 the Tennessee Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility
28 of the retiring teacher to file for benefits.

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

33 The Director of Schools may employ teachers retired for at least one (1) year for full-time employment
34 as a Kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will
35 not be lost or suspended under certain conditions which include, but are not limited to, the following:⁹

- 1 1. The Director of Schools of the employing district shall certify in writing that no other qualified
2 individuals are available to fill the position;
- 3
- 4 2. The Commissioner of Education shall certify that the employing school district serves an area
5 that lacks qualified teachers to serve in the position to be filled;
- 6
- 7 3. The retired teacher shall hold a valid license and shall not be entitled to tenure status;
- 8
- 9 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or
10 receive medical insurance coverage; and
- 11
- 12 5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the
13 Board for teachers with no experience filling similar positions or more than eighty-five percent
14 (85%) of the rate of compensation set by the Board for teachers with comparable training and
15 years of experience filling similar positions.

16 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*
17 *does NOT follow the suspension/dismissal guidelines outlined in this policy. Rather, nonrenewal of non-*
18 *tenured teachers after the contract year follows the nonrenewal guidelines outlined in this policy.)*

Legal References

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

Cross References

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

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Qualifications and Duties of the Director of Schools	Descriptor Code: 5.802	Issued Date: 08/24/21
		Rescinds: 5.802	Issued: 08/14/18

1 **QUALIFICATIONS**

- 2 1. A professional educator's license
- 3
- 4 2. A master's degree in education with a preference for a doctorate degree
- 5
- 6 3. Three (3) years of successful experience in school administration
- 7
- 8 4. Such other qualifications as the Board deems desirable

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

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

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

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

18 **ESSENTIAL FUNCTIONS**

19 *General Administrative*

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

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

12 *Financial Management*

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

22 *Personnel Administration*

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

- 1 6. Communicates directly, or through delegation, all actions of the Board relating to personnel
2 matters to all and receives employees' communications to be made to the Board.
- 3 7. Evaluates principals annually.
- 4 8. Informs the Office of Educator Licensing of licensed educators or **educators who have a**
5 **temporary teaching permit** who have been suspended or dismissed, who have resigned,
6 following allegations of conduct, including sexual misconduct, which, if substantiated, would
7 warrant consideration for license suspension, revocation, or formal reprimand or who have been
8 convicted of a felony. The report shall be submitted within thirty (30) days of the suspension,
9 dismissal, or resignation or of receiving knowledge of the felony conviction.²

10 *Instructional Leadership*

- 11 1. Serves as the chief school executive. Ensures the development and maintenance of a positive
12 educational program designed to meet the needs of the community and to carry out the policies
13 of the Board. Ensures that a system of thorough and efficient education, as defined by state law,
14 is available to all students.
- 15 2. Recommends to the Board for its adoption all courses of study, curriculum guides, and major
16 changes in tests and time schedules to be used in the schools.
- 17 3. Oversees the timely revisions of all curriculum guides and courses of study.
- 18 4. Develops guidelines and direction for monitoring the effectiveness of existing and new
19 programs.
- 20 5. Conducts a periodic audit of the total school program and advises the Board of recommendations
21 for the educational advancement of the schools.
- 22 6. Seeks out available sources for grant funding to support programs and projects.
- 23 7. Ensures that the goals of the school district are adequately reflected in its educational program
24 and operations.

25 *Community/Public Relations*

- 26 1. Promotes community support of the schools. Interprets district programs and services, reports,
27 plans, events, and activities of interest and solicits community opinions regarding school and
28 educational issues.
- 29 2. Identifies available community resources and links to social service agencies that support
30 education and healthy child development.
- 31 3. Develops strategies to promote parental involvement in their student's education and provides
32 opportunities for parent-teacher interaction.
- 33 4. Maintains contact and good relations with local media.

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

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

5 **TERMS OF EMPLOYMENT:** Serves in accordance with the terms of the contract between the Board
6 and the Director of Schools. Salary to be determined by the Board.

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

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

Legal References

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

Cross References

Executive Committee 1.301
Board-Media Relations 1.502
Administrative Procedures 1.601
Administrative Committees 1.602
Administrative Reports 1.603
School District Planning 1.701
Job Descriptions 5.103
Application and Employment 5.106
Evaluation of the Director of Schools 5.803

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Attendance	Descriptor Code: 6.200	Issued Date: 08/13/21
		Rescinds:	Issued: 08/11/20

1 *General*

2 Attendance is a key factor in student achievement; therefore, students are expected to be present each
3 day school is in session.

4 The Director of Schools/designee shall ensure that this policy is posted in each school building and
5 disseminated to all students, parent(s)/guardian(s), teachers, and administrative staff.

6 The Attendance Supervisor shall oversee the entire attendance program which shall include:¹

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

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

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

- 21 1. Personal illness/injury;
- 22
- 23 2. Illness of immediate family member;
- 24
- 25 3. Death in the family;
- 26
- 27 4. Extreme weather conditions;
- 28

- 1 5. Religious observances;⁵
- 2
- 3 6. Pregnancy;
- 4
- 5 7. School-endorsed activities;
- 6
- 7 8. Summons, subpoena, or court order; or
- 8
- 9 9. Circumstances which in the judgment of the principal create emergencies over which the
- 10 student has no control.

11 The principal shall be responsible for ensuring that:⁶

- 12 1. Attendance is checked and reported daily for each class;
- 13
- 14 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent
- 15 for the majority of the day;
- 16
- 17 3. All student absences are verified;
- 18
- 19 4. Written excuses are submitted for absences and tardiness; and
- 20
- 21 5. System-wide procedures for accounting and reporting are followed.

22 **TRUANCY**

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

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

36 *Progressive Truancy Plan*⁸

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

39

1 Tier I

2 Tier I of the progressive truancy plan shall apply to all students in the district and include school-wide
3 prevention-oriented supports to assist with satisfactory attendance. Tier I of the progressive truancy
4 intervention plan shall include the following:

- 5 1. A conference with the student and the student's parent(s)/guardian(s);
6
- 7 2. An attendance contract, based on the conference, signed by the student, the
8 parent(s)/guardian(s), 2 and an Attendance Supervisor/designee. The contract shall include:
9
 - 10 a. A specific description of the school's attendance expectations for the student;
 - 11 b. The period for which the contract is effective; and
 - 12 c. Penalties for additional absences and alleged school offenses, including additional
13 disciplinary action and potential referral to juvenile court; and
14
- 15 3. Regularly scheduled follow-up meetings to discuss the student's progress.
16

17 Tier II

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

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

23 Tier III

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

25 These interventions shall be determined by a team formed at each school. The interventions shall 19
26 address student needs in an age-appropriate manner. Finalized plans shall be approved by the Director
27 of Schools/designee.

28 NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY⁹

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

- 35 1. Student's name and personal identification number;
- 36 2. Student's grade;

- 1 3. The dates of the student's absence;
- 2 4. The reason for the student's absence; and
- 3 5. The signatures of the student and parent/guardian.

4 **RELEASED TIME COURSE¹⁰**

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

8 The student shall submit a written consent form signed by the student's parent/guardian prior to
9 participation in the released time course. The principal/designee shall document the approval in writing.
10 The student shall provide documentation to the principal/designee as proof of the student's participation
11 in the released time course. The district shall not be responsible for transporting students to and from the
12 place of instruction.

13 **MAKE-UP WORK**

14 Students with an excused absence shall be provided the opportunity to receive assignments missed
15 during the absence and to make up the work upon their return for the full grade. Students with an
16 unexcused absence shall be provided the opportunity to make up missed work at the discretion of the
17 teacher or principal. Make up work must be requested by the student or parent no later than three (3)
18 days after returning to school. The work should be turned in at a mutually agreed time frame between
19 the teacher and the student. The attendance record is not changed when missed work is completed.

20 **STATE-MANDATED ASSESSMENT**

21 Students who are absent the day of the scheduled end-of-course (EOC) exams shall present a signed
22 doctor's excuse or shall have been given an excused release by the principal prior to testing to receive
23 an excused absence. Students who have excused absences will be allowed to take a make-up exam.
24 Excused students will receive an incomplete in the course until they have taken the EOC exam.

25 Students who have an unexcused absence shall receive a failing grade on the EOC exam which shall be
26 averaged into their final grade.

27 **CREDIT/PROMOTION DENIAL**

28 Credit/promotion denial determinations may include student attendance; however, student attendance
29 may not be the sole criterion.⁹ If attendance is a factor prior to credit/promotion denial, the following
30 shall occur:

- 31 1. The student and the parent(s)/guardian(s) shall be advised if the student is in danger of
32 credit/promotion denial due to excessive absenteeism; and
- 33
- 34 2. Procedures in due process are available to the student when credit or promotion is denied.

1 DRIVER'S LICENSE REVOCATION²

2 A student who has more than ten (10) consecutive or fifteen (15) unexcused absences during any
3 semester or fails to maintain satisfactory academic progress shall be ineligible to retain a driver's permit
4 or license.

5 In order to qualify for reclaiming a driver's permit or license, the student shall return to school and make
6 a passing grade in at least three (3) full unit subjects or their equivalency at the conclusion of a subsequent
7 grading period or become eighteen (18) years of age.

8 ATTENDANCE HEARING¹⁰

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

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

21 Within five (5) school days of the Director of Schools/designee rendering a decision, the student's
22 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.
23 Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee.
24 The action of the Board shall be final.

Legal References

Cross References

1. TCA 49-6-3006
 2. TCA 49-6-3017(c)
 3. 20 USCA § 1232g
 4. TRR/MS 0520-01-02-.17(5); State Board of Education Policy 4.100
 5. TCA 49-6-2904(b)(5)
 6. TCA 49-6-3007
 7. TCA 49-6-3021
 8. TCA 49-6-3007; TCA 49-6-3009; Public Acts of 2021, Chapter No. 223
 9. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
 10. TRR/MS 0520-01-02-.17(7)
- School Calendar 1.800
Extracurricular Activities 4.300
Interscholastic Athletics 4.301
Field Trips/Excursions/Competitions 4.302
Reporting Student Progress 4.601
Promotion and Retention 4.603
Recognition of Religious Beliefs, Customs, & Holidays 4.803
Voluntary Pre-K Attendance 6.2011
Homeless Students 6.503
Students in Foster Care 6.505
Students from Military Families 6.506
Student Records 6.600

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: <h2 style="text-align: center;">Home Schools</h2>	Descriptor Code: 6.202	Issued Date: 08/24/21
		Rescinds:	Issued: 08/14/18

1 *General*

2 A home school is a school conducted or directed by parent(s)/guardian(s) for their own children. Home
3 schools which teach grades K-12 where the parent(s)/guardian(s) are associated with an organization
4 that conducts church-related schools¹ are exempt from the following provisions but shall follow
5 procedures issued by the State Department of Education.

6 A parent/guardian wishing to conduct a home school shall meet the following requirements:²

- 7 1. Provide annual notice to the Director of Schools before the commencement of each school year of
8 the intent to conduct a home school;
- 9 2. Submit to the Director of Schools the name, number, age, grade level of children involved, location
10 of the school, curriculum to be offered, proposed hours of instruction, and qualifications of the
11 parent-teacher;
- 12 3. Maintain attendance records, subject to inspection by the Director of Schools;
- 13 4. Submit attendance records to the Director of Schools at the end of each school year;
- 14 5. Provide instruction for at least four (4) hours per day for the same number of instructional days as
15 are required by state law;³
- 16 6. Possess a high school diploma, GED, or **HiSET**;⁴
- 17 7. Cooperate in the administration to home school students of appropriate tests by the Commissioner
18 of Education/designee or by a professional testing service in grades five (5), seven (7), and nine (9);
- 19 8. Take actions according to state law if home school student falls behind appropriate grade level;
- 20 9. Submit proof to the Director of Schools that the home school student has been vaccinated as required
21 by state law;⁵
- 22 10. Submit proof to the Director of Schools that other health services and examinations as required by
23 state law have been received by the home school student; and
- 24 11. In the event of illness or inadequacy of the home school parent-teacher to teach a specific subject,
25 employ a tutor having the same qualifications as required of parent-teacher.

1 If one or more of these requirements are not met, the Board authorizes the Director of Schools to take
2 formal action to bring the child into compliance with the compulsory attendance law (until the child has
3 reached age seventeen (17), either in the home school or in a public, private, or church-related school).

4 **FACILITIES USE**

5 School facilities shall be available for home school instruction only when all of the following conditions
6 exist:

- 7 1. Special needs courses are being taught which require services unavailable to the home school
8 student;
- 9 2. These services cannot be provided through any means other than the schools;
- 10 3. Requests for services are made known by the home school parent when notice is given to the
11 Director of Schools of the intent to conduct a home school;
- 12 4. The Director of Schools investigates the request and makes recommendations to the Board;
- 13 5. No overcrowding, additional expenses, including providing transportation, or other special
14 situations which interfere with the normal operation of the school district shall be incurred; and
- 15 6. Approval by the Board shall be on a case-by-case basis.

16 **RECORD ACCEESS**

17 The Director of Schools, through the Attendance Supervisor, shall have the attendance records of the
18 home school inspected at least two (2) times each school year in order to provide assistance in
19 implementing the compulsory attendance law.

20 **STUDENT PERFORMANCE⁶**

21 The Director of Schools shall develop administrative procedures regarding necessary consultations
22 with home school parents in regard to student performance.

Legal References

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

Cross References

Compulsory Attendance Ages 6.201

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Alternative Education	Descriptor Code: 6.319	Issued Date: 08/24/21
		Rescinds:	Issued: 07/14/20

1 *General*¹

2 The Board shall operate an alternative school and/or program for students in grades seven through
3 twelve (7-12) who have been suspended or expelled from the regular school program.

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

7 An alternative program is a short-term intervention program designed to provide educational services
8 outside the regular school program for students who have been suspended or expelled. Alternative
9 programs may be located within the regular school or be a self-contained program within a school.

10 The alternative school and/or program shall be operated in accordance with state laws and the rules of
11 the State Board of Education, and instruction shall proceed as nearly as practicable in accordance with
12 the instructional program at the student's regular school. The Director of Schools shall develop
13 procedures that provide appropriate educational opportunities for all students assigned to the
14 alternative school or program. These educational opportunities shall adhere to Tennessee's academic
15 standards.²

16 **ASSIGNMENT**

17 Students who have been suspended for more than ten (10) days or expelled shall be assigned to the
18 alternative school or program if there is staff and space available.³ Availability of staff and space shall
19 be determined at the time the disciplinary decision is rendered. The Director of Schools/designee shall
20 make this determination by evaluating factors including, but not limited to, the following:

- 21 1. Level of supervision available;
- 22
- 23 2. Safety considerations; and
- 24
- 25 3. Type of infraction.

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

- 28 1. **A zero tolerance offense;⁴ or**
- 29

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

4 Consideration to assign these students to the alternative school or program will be determined by the
5 Director of Schools/designee on a case-by-case basis.

6 Prior to the assignment of the student to the alternative school or program, the Director of
7 Schools/designee shall provide written notice to the student's parent/guardian stating the reason for the
8 student's placement.⁶

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

15 The Director of Schools/designee shall monitor and regularly evaluate the academic progress of each
16 student enrolled in the alternative school.

17 **REMOVAL⁸**

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

- 19 1. He/she violates the rules of the alternative school or program; or
- 20
- 21 2. He/she is not benefitting from the assignment and all interventions have been exhausted
- 22 unsuccessfully.

23 **ADDITIONAL OFFENSES⁹**

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

27 **TRANSITION PLAN¹⁰**

28 The Director of Schools/designee shall develop procedures regarding the implementation of transition
29 plans for the integration of students assigned to the alternative school.

Legal References

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

Cross References

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

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Physical Examinations and Immunizations	Descriptor Code: 6.402	Issued Date: 08/24/21
		Rescinds:	Issued: 08/14/18

1 **PHYSICAL EXAMINATIONS¹**

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

- 3 1. Entering school for the first time; and
- 4
- 5 2. Participating as a member of any athletic team or in any other strenuous physical activity
- 6 program.

7 Cost of the examination shall be covered by the parent/guardian of the student. These records shall be
8 on file in the principal's office.

9 Screening tests as required by the Tennessee Department of Education and the Department of Health
10 will be conducted. Parent(s)/guardian(s) will receive written notice of any screening result that indicates
11 a condition that might interfere with the student's progress. The school district will not conduct physical
12 examinations of a student without parental consent or by court order, unless the immediate health or
13 safety of the student or others is in question.³

14 **IMMUNIZATIONS**

15 Students will not be permitted to attend school without proof of immunization as determined by the
16 Commissioner of Health unless circumstances outlined in state or federal law prevent a student from
17 producing such records. It is the responsibility of the parent(s)/guardian(s) to have their children
18 immunized and to provide such proof to the principal of the school which the student is to attend.⁴

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

- 21 1. His/her religious tenets and practices if in the absence of an epidemic or immediate threat of an
22 epidemic, except in the event of a COVID-19 or any variant outbreak;⁵ or
- 23
- 24 2. Due to medical reasons if the student has a written statement from his/her doctor excusing
25 him/her from the immunization.⁶

26 The Director of Schools shall ensure that appropriate immunization records are maintained for each
27 student.

Legal References

1. 20 USCA § 1232h(c)
2. TRR/MS 0520-01-13-.01(1)(a)
3. Tennessee School Health Screening Guidelines,
https://www.tn.gov/content/dam/tn/education/csh/csh_school_health_screening_guidelines.pdf; 20 USCA § 1232h(c)(2)(C)
4. TCA 49-6-5001(a),(c)
5. TCA 49-6-5001(b)(2); Public Acts of 2021, Chapter No. 513
6. TCA 49-6-5001(c)(2)

Cross References

Promoting Student Welfare 6.400

DISTRICT: _____

Safe Return to In-Person Instruction and Continuity of Services Plan



The Elementary and Secondary School Emergency Relief 3.0 (ESSER 3.0) Fund under the American Rescue Plan (ARP) Act of 2021, Public Law 117-2, enacted on March 11, 2021. ARPA ESSER Funding provides a total of nearly \$122 billion to states and local educational agencies (LEAs) to help safely reopen and sustain the safe operation of schools and address the impact of the coronavirus pandemic on the nation's students. In addition to ARP ESSER Funding, ARP includes \$3 billion for special education, \$850 million for the Outlying Areas, \$2.75 billion to support non-public schools, and additional funding for homeless children and youth, Tribal educational agencies, Native Hawaiians, and Alaska Natives.

LEAs must develop and make publicly available a *Safe Return to In-Person Instruction and Continuity of Services Plan* that meets the following requirements within 30 days of receiving ARP ESSER allocation. If an LEA developed a plan before ARP was enacted that does not address the requirements, the LEA must revise its plan no later than six months after it last reviewed its plan. All plans must be developed with meaningful public consultation with stakeholder groups (i.e.,

families, students, teachers, principals, school and district administrators, school leaders, other educators, school staff, advocacy organizations representing student groups). The consultation process must include an opportunity for input and meaning consideration of that input. ARP ESSER plans to be in an understandable and uniform format; to the extent practicable, written in a language that parents can understand or, if not practicable, orally translated; and upon request by a parent who is an individual with a disability, provided in an alternative format accessible to that parent. All plans must be made publicly available on the LEA's website and published on the Tennessee Department of Education's (department) website within thirty (30) days.

Please note that LEAs need to **update** the Safe Return to In-Person Instruction and Continuity of Services Plan **at least every six months** through September 30, 2023, and must seek public input on the plan and any revisions, and must take such input into account. All revisions must include an explanation and rationale of why the revisions were made.

Questions in this health plan were developed by the US Department of Education.

Consultation with Stakeholders

1 Describe how the LEA will, in planning for the use of ARP ESSER funds, engage in meaningful consultation with stakeholders, including, but not limited to:

- i. students;
- ii. families;
- iii. school and district administrators (including special education administrators); and
- iv. teachers, principals, school leaders, other educators, school staff, and their unions.
- v. tribes;
- vi. civil rights organizations (including disability rights organizations); and
- vii. stakeholders representing the interests of children with disabilities, English learners, children experiencing homelessness, children and youth in foster care, migratory students, children who are incarcerated, and other underserved students.

2 Provide an overview of how the public stakeholder input was considered in the development of the LEA's plan for ARP ESSER funds.

3 How did the LEA compile feedback during the open comment period for the ARP Plan?

4 How was the input considered during the open comment period time?

Questions in this health plan were developed by the US Department of Education.

Safe Return to In-Person Instruction

Describe to the extent to which the LEA has adopted policies and a description of any such policies on each of the following health and safety strategies:

- universal and correct wearing of masks;
- physical distancing (e.g., use of cohorts/podding);
- hand washing and respiratory etiquette;
- cleaning and maintaining healthy facilities, including improving ventilation;
- contact tracing in combination with isolation and quarantine;
- diagnostic and screening testing;
- efforts to provide vaccinations to educators, other staff, and students, if eligible; and
- appropriate accommodations for children with disabilities with respect to health and safety policies.

Continuity of Services Plan

6 How the LEA will ensure continuity of services including but not limited to services to address the students' academic needs, and students' and staff social, emotional, mental health, and other needs, which may include student health and food services.

Questions in this health plan were developed by the US Department of Education.

A RESOLUTION REGARDING MULTICULTURAL EDUCATION

WHEREAS, the Metro Nashville Board of Education believes a multicultural education should promote the recognition of individual and group differences and similarities in order to reduce racism, homophobia, ethnocentrism, and all other forms of prejudice and discrimination and to facilitate the development of self-esteem as well as respect for others among all students; and

WHEREAS, more than 70% of Metro Nashville Public Schools' students are students of color, and the overall student population represents 139 countries of origin; and

WHEREAS, the Metro Nashville Board of Education believes that educational materials and activities should accurately portray the influences and contributions of ethnic and other minorities, women, and world religions; and

WHEREAS, the Metro Nashville Board of Education believes that academic freedom, which includes the rights of teachers and learners to explore and discuss divergent points of view, is essential to the teaching profession; and

WHEREAS, the Metro Nashville Board of Education recognizes that the Tennessee State Social Studies standards require providing students with opportunities to explore current events by drawing connections between the past and modern day, develop and defend their opinions, and analyze multiple points of view; and

WHEREAS, the Metro Nashville Board of Education believes that, in order to achieve racial and social justice, educators must acknowledge the root causes of institutional racism, structural racism, and white privilege; and

WHEREAS, the Metro Nashville Public Schools Office of Diversity, Equity, and Inclusion exists to address issues of racism, homophobia, ethnocentrism, and all other forms of prejudice and discrimination within Metro Nashville Public Schools; and

WHEREAS, all students deserve to see accurate representations of themselves in their education, and learning about the contributions, successes, and challenges of non-white people is critical to long-term educational development and understanding.

NOW, THEREFORE, BE IT RESOLVED that the METROPOLITAN NASHVILLE BOARD OF EDUCATION will; advocate for research and implementation of social and educational strategies that foster the eradication of institutional racism and white privilege perpetuated by white supremacy culture.

FURTHERMORE, stand behind its adoption of curricular materials that adhere to the Tennessee Academic Standards;

FURTHERMORE, stand behind teachers who teach the Tennessee Academic Standards in a factual manner that represents the truth of this country's history;

FURTHERMORE, support and defend teachers' use of materials that incorporate diverse, accurate viewpoints that are representative of the student body in their classrooms;

FURTHERMORE, ensure that individual teachers who teach the Tennessee Academic Standards are not punished for teaching accurate information.

ADOPTED BY THE ELECTED METROPOLITAN NASHVILLE BOARD OF EDUCATION, on the 24th of August, 2021, with this Resolution to take immediate effect, the public welfare requiring it.

**Metropolitan Nashville Public Schools
Sales Tax Collections
As of August 20, 2021**

General Purpose Fund

MONTH	2020-2021 Projection	TOTAL 2020-2021 COLLECTIONS	\$ Change For Month - FY21 Projection	% Change For Month - FY21 Projection	% Increase / Decrease Year To-Date
September	\$10,442,535.28	\$16,063,940.60	\$5,621,405.32	34.99%	34.99%
October	15,728,349.66	17,319,356.16	1,591,006.50	9.19%	21.60%
November	16,130,860.78	18,439,547.58	2,308,686.80	12.52%	18.37%
December	16,817,893.12	19,337,618.23	2,519,725.11	13.03%	16.92%
January	15,566,275.66	18,621,880.27	3,055,604.61	16.41%	16.81%
February	21,347,760.76	26,271,718.18	4,923,957.42	18.74%	17.25%
March	14,841,021.36	18,389,095.77	3,548,074.41	19.29%	17.53%
April	13,731,993.19	16,435,253.89	2,703,260.70	16.45%	17.41%
May	14,800,895.31	22,723,816.20	7,922,920.89	34.87%	19.70%
June	11,832,832.92	22,368,295.83	10,535,462.91	47.10%	22.82%
July	12,549,430.43	23,358,633.50	10,809,203.07	46.27%	25.32%
August	14,571,551.53	24,883,680.63	10,312,129.10	41.44%	26.96%
TOTAL	\$178,361,400.00	\$244,212,836.84	\$65,851,436.84		26.96%

Debt Service Fund

MONTH	2020-2021 Projection	TOTAL 2020-2021 COLLECTIONS	\$ Change For Month - FY21 Projection	% Change For Month - FY21 Projection	% Increase / Decrease Year To-Date
September	\$2,937,010.78	\$4,480,242.54	\$1,543,231.76	34.45%	34.45%
October	4,119,856.66	4,830,378.68	710,522.02	14.71%	55.75%
November	4,235,529.35	5,142,800.73	907,271.38	17.64%	70.70%
December	4,184,356.08	5,393,273.17	1,208,917.09	22.42%	78.92%
January	4,105,799.46	5,193,653.43	1,087,853.97	20.95%	83.60%
February	5,053,412.87	7,327,197.75	2,273,784.88	31.03%	84.39%
March	3,689,870.75	5,128,729.69	1,438,858.94	28.05%	90.16%
April	3,706,814.34	4,583,802.04	876,987.70	19.13%	91.19%
May	4,477,693.06	6,337,685.79	1,859,992.73	29.35%	90.75%
June	4,298,994.80	6,238,530.94	1,939,536.14	31.09%	92.13%
July	4,420,888.47	6,514,736.70	2,093,848.23	32.14%	92.77%
August	4,514,873.37	6,940,073.25	2,425,199.88	34.94%	93.37%
TOTAL	\$49,745,100.00	\$68,111,104.71	\$18,366,004.71		26.96%

METROPOLITAN NASHVILLE PUBLIC SCHOOL BOARD MEETING – July 13, 2021

Members Present: Christiane Buggs, chair, Gini Pupo-Walker, Rachael Anne Elrod, vice-chair, Emily Masters, Abigail Tylor, Freda Player-Peters, Sharon Gentry, John Little and Fran Bush

Meeting called to order: 5:00 p.m.

CONVENE AND ACTION

- A. Call to Order
Christiane Buggs called the meeting to order.
- B. Pledge of Allegiance – Led by Berthena Nabaa McKinney.

PUBLIC PARTICIPATION

- A. Councilman Dave Rosenbery - He addressed the Board concerning the Nashville Classical charter application.
- B. Dr. Nicole Arrighi – She addressed the Board concerning her support of Aventura charter school application.
- C. Ann Small– She addressed the Board concerning her support of the Nashville Classical charter application.
- D. Kina Armstrong – She asked the Board to approve the Nashville Classical School Charter application.
- E. Dwight Gordon II – He addressed the Board concerning Nashville Classical charter school.
- F. Hasan Clayton– He addressed the Board concerning his support of the Nashville Classical charter school application.
- G. Charlie Freidman – He asked the Board to approve the Nashville Classical charter school application.
- H. Alexandra Ball– She addressed the Board concerning her support of the Nashville Classical charter application.
- I. Princecilla Ridley– She addressed the Board concerning her support of the Nashville Classical charter application.
- J. Elizabeth Hines – She announced several upcoming MNPS Parent Advisory Committee events.

- K. Berthena Nabaa-McKinney – She addressed the Board concerning MNPS Parent Advisory Committee.
- L. Aracely Reyes– She addressed the Board concerning her support of Nashville Classical charter school.
- M. Monica Sifontes– She addressed the Board concerning her support of Nashville Classical charter school.
- N. Victoria Gordon – She addressed the Board concerning Personalized Learning Plans for students.
- O. Ivy Wilson – She addressed the Board concerning Personalized Learning Plans for students.
- P. Mary Sweat - She addressed the Board concerning Personalized Learning Plans for students.
- Q. Sonya Thomas - She addressed the Board concerning Personalized Learning Plans for students.
- R. Aisha White – She addressed the Board concerning her support of the Aventura charter school application.
- S. Lyn Holt – She addressed the Board concerning under resource schools.
- T. Dr. Kita Williams – She addressed the Board concerning House Bill 580.
- U. Amity Marsh – She addressed the Board concerning the Wit and Wisdom Curriculum.
- V. Stephanie Wrape – She addressed the Board concerning her support of the MNPS budget priorities.
- W. Anna Williams – She addressed the Board concerning Critical Race Theory.
- X. Jason Sparks – He addressed the Board asked the Board to deny the Nashville Classical charter application.
- Y. Bethany Rittle-Johnson – She addressed the Board concerning Critical Race Theory.
- Z. Carmen Foster – She asked the Board to deny the Nashville Classical charter application.
- AA. Eli Foster – He asked the Board to deny the Nashville Classical charter application.
- BB. Cindy Goddard – She addressed the Board concerning Wit and Wisdom.
- CC. Karen Sun – She addressed the Board concerning House Bill 580.
- DD. Stephanie Upchurch – She addressed the Board concerning Wit and Wisdom.

- EE. Pippa Holloway – She addressed the Board concerning her support of Wit and Wisdom.
- FF. Lindsey Harris – She addressed the Board concerning her support of the Aventura Charter school application.
- GG. Amanda Kail – She addressed the Board concerning her support of Wit and Wisdom.
- HH. Julie Trudel – She addressed the Board concerning her support of Wit and Wisdom.
- II. Asha Carr – She addressed the Board concerning her support of an optional mask policy.
- JJ. Cindy Martinez - She addressed the Board concerning her support of the Aventura Charter school application.
- KK. Brad Rayson – He addressed the Board concerning budget concerns.
- LL. Emily Sauerma n - She addressed the Board concerning her support of the Aventura Charter school application.

GOVERNANCE ISSUES

- A. 1. Consent
 - a. **Approval of Minutes - 06/22/2021 - Minutes**
 - b. **Recommended Approval of Request #13 for Purchase of Playground Equipment and Installation (Alex Green Elementary School ADA Accommodation) – Playworld Preferred**
 - c. **Awarding of Purchases and Contracts**
 - 1. **American Paper & Twine**
 - 2. **Barge Design Solutions, Inc.**
 - 3. **Blick Art Materials, LLC**
 - 4. **Cameron College Prep, Nonprofit, LLC (LEAD)**
 - 5. **CDW Government, Inc. (2 contracts)**
 - 6. **East End Prep (Martha O’Bryan)**
 - 7. **Follett School Solutions**
 - 8. **Great Minds**
 - 9. **JJCA**
 - 10. **Liberty Collegiate Academy (Republic)**
 - 11. **Metropolitan Nashville Education Association**
 - 12. **Metropolitan Nashville Police Department**

- 13. Nashville Prep (Republic)**
 - 14. Nearpod, Inc.**
 - 15. Noser Consulting, LLC**
 - 16. PowerSchool Group, LLC**
 - 17. Quality Vending Services**
 - 18. S&ME, Inc.**
 - 19. Sherwood Holdings I, Inc. dba Shutterfly
Lifetouch, LLC**
 - 20. Sun Ridge Systems, Inc.**
 - 21. TriStar Mechanical, LLC**
 - 22. TTL, Inc.**
 - 23. Vanderbilt University Medical Center &
Meharry Medical College**
- ~~d. Policy 4.205 Enrollment in Advanced Courses~~**

Gini Pupo-Walker pulled Item A-1-d- Policy 4.205
Enrollment in Advanced Course Education

**Motion to approve the consent agenda with changes.
By Sharon Gentry, seconded Rachael Anne Elrod
Motion Passes
Vote: 9-0**

2. Charter School Amended Applications

**Motion to deny the charter application for Aventura
Community School based upon their continued lack of
meeting standards and academic program design and
capacity due to unclear or unknown curriculum
support and evidence of programming. Additionally,
Aventura Community School continues to only
partially meet standards for the operations plan
capacity with a vague start timeline, little details and
an underdeveloped teacher recruitment plan.
By Rachael Anne Elrod, seconded Freda Player-Peters
Motion Fails
Vote: 4-5 (No: Sharon Gentry, Gini Pupo-Walker, Fran
Bus, John Little, Christiane Buggs)**

Motion to approve Aventura Community School charter application.

**By Gini Pupo-Walker, seconded Freda Player-Peters
Motion passes**

Vote: 5-3-1 (No: Abigail Tylor, Emily Masters and Rachael Anne Elrod, Abstain: Freda Player-Peters)

Motion to approve Nashville Classical Charter School II charter application based on the school's academic achievements, on TN ready scores, the number of parents who support the school and lastly upon the charter review committee report that the school met standards.

**By John Little, seconded Gini Pupo-Walker
Motion fails**

Vote: 2-6-1 (Yes – John Little and Gini Pupo-Walker, abstain – Fran Bush)

Motion to deny Nashville Classical Charter School II charter application based upon the lack of proof that they can enroll enough students at their proposed location and based upon the charter review committee concerns about the school's enrollment and location. Nashville Classical has not articulated how they would be different from the last successful charter network, LEAD Academy who opened in the same location and closed due to low enrollment. Despite support from businesses and non-profits, they have not provided evidence of any meaningful support from the actual families in District 9 who have children old enough to attend.

By Abigail Tylor, seconded Emily Masters

Vote: 6-2-1 (No – John Little and Gini Pupo-Walker, abstain – Fran Bush)

DIRECTOR'S REPORT

- A. Director's Report – Dr. Battle and staff presented a report on the Promising Scholars Summer Program.

ANNOUNCEMENTS

- A. Freda Player-Peters thanked the Council for providing additional funding to MNPS to pay for additional unpaid days for support staff.
- B. Gini Pupo-Walker announced that the new Student Board Members would begin attending Board Meeting in the fall.
- C. Fran Bush announced that she would be partnering with the Stronger Than My Father organization to host a Back to School Festival on July 31st.
- D. John Little announced that the Juvenile Detention Center MNPS students would be graduation on July 15th.
- E. Rachael Anne Elrod announced the upcoming dates of the COVID-19 vaccine and immunizations events that will be held at several middle schools.
- F. Emily Masters announced that the Parent Advisory Council is recruiting members.
- G. Abigail Tylor announced that Early College High School is accepting applications.
- H. Christiane Buggs announced that the Board will host a Board Retreat on July 22nd. She also announced that Summer graduations will be held July 27th.

Ms. Buggs adjourned the meeting at 9:53 p.m.



Chris M. Henson
Board Secretary

Christiane Buggs
Board Chair

Date

METROPOLITAN NASHVILLE PUBLIC SCHOOL SPECIAL CALLED BOARD MEETING – August 05, 2021

Members Present: Christiane Buggs, chair, Gini Pupo-Walker, Rachael Anne Elrod, vice-chair, Emily Masters (virtually), Abigail Tylor, Freda Player-Peters, Sharon Gentry, John Little and Fran Bush

Meeting called to order: 11:00 a.m.

GOVERNANCE ISSUES

A. 1. COVID Protocols

Motion: In response to Mayor Cooper’s Executive Order 21 and the recommendations of the CDC, AAP and Metro Health, I move that MNPS adopts a universal mask policy that all persons indoors and on MNPS buses, be required to wear a cloth face covering or mask effective Friday, August 6, 2021. The Director of Schools is given discretion to design and implement alternatives to this directive, in order to appropriately meet the needs of MNPS students, employees, or members of the public, while providing reasonable access to educational services and government facilities and services. The board will reassess this mask requirement, under our given authority and with guidance from the Health Department, when all Metro Government issued mask requirements end.

By Rachael Anne Elrod, seconded Gini Pupo-Walker

Motion Passes

Vote: 8-1 (Fran Bush)

Ms. Buggs adjourned the meeting at 11:28 a.m.



GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. RECOMMENDED APPROVAL OF CHANGE ORDER #2 FOR PEARL-COHN HIGH SCHOOL TRACK AND STADIUM IMPROVEMENTS - ORION BUILDING CORPORATION

We are requesting approval to make the following changes to this contract:

1. Remove and replace existing Light Tower	\$96,027.44
2. Provide all construction to install Bleacher Foundations- Note: \$128,009.80 to be offset by reduction in Bleacher Contract.	<u>170,105.10</u>
Total for Change Order #2	\$ 266,132.54

It is recommended that this change order be approved.

Legality approved by Metro Department of Law.

FUNDING: 45220.80402220

DATE: August 24, 2021

c. RECOMMENDED APPROVAL OF SUPPLEMENT #6 FOR NEW HILLWOOD HIGH SCHOOL-HASTINGS ARCHITECTURAL ASSOCIATES, LLC.

We are requesting approval to make the following changes to this contract:

1. Engineering Lab and Music Revisions	\$ 13,100
2. Entry Road Design	<u>8,100</u>
Total Contract Increase	\$ 21,200

It is recommended that this change order be approved.

Legality approved by Metro Department of Law.

FUNDING: 45220.80402220

DATE: August 24, 2021

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(1) VENDOR: 11400, Inc.

SERVICE/GOODS (SOW): Contractor to provide the following insulated cooler bags:

- Sterno 22370580
- Sterno 22370584

SOURCING METHOD: ITB 135218

TERM: August 25, 2021 through December 31, 2021

FOR WHOM: Nutrition Services

COMPENSATION: Contractor to be paid in accordance with Exhibit A pricing. Total compensation for this contract is not to exceed \$60,000.

OVERSIGHT: Nutrition Services

EVALUATION: The timeliness of goods received.

MBPE CONTRACT NUMBER: 7517910

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(2) VENDOR: Barge Design Solutions, Inc.

SERVICE/GOODS (SOW): Provision of mechanical, plumbing, electrical, civil, and structural engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517094

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(3) VENDOR: Bernhard MCC

SERVICE/GOODS (SOW): Provision of HVAC renovations at Warner Elementary School.

SOURCING METHOD: ITB 122222

TERM: August 25, 2021 through Project Completion

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$238,700.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of goods and services provided.

MBPE CONTRACT NUMBER: 7517246

SOURCE OF FUNDS: Federal Funds – ESSER 2

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(4) VENDOR: CDW Government, Inc.

SERVICE/GOODS (SOW): Annual software support for Commvault Backup System, which manages all MNPS data backup services.

SOURCING METHOD: Sourcewell Cooperative, 081419 – CDW

TERM: August 25, 2021 through August 26, 2022

FOR WHOM: For MNPS students and staff

COMPENSATION: Total compensation for this purchase is not to exceed \$34,000.

OVERSIGHT: Technology Services

EVALUATION: Quality of products and timeliness of services provided.

MBPE CONTRACT NUMBER: Purchase Order number pending Board approval.

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(5) VENDOR: CMS Uniforms and Equipment, Inc.

SERVICE/GOODS (SOW): Uniforms for MNPS maintenance staff.

SOURCING METHOD: Metro Government 392423

TERM: August 25, 2021 through August 26, 2022

FOR WHOM: Maintenance staff

COMPENSATION: Total compensation for this purchase is not to exceed \$65,000.

OVERSIGHT: Facility Grounds & Maintenance

EVALUATION: Quality of products and timeliness of services provided.

MBPE CONTRACT NUMBER: Purchase Order number pending Board approval.

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(6) VENDOR: Cognia, Inc.

SERVICE/GOODS (SOW): Contract is for a yearly membership for school accreditation for all MNPS schools.

SOURCING METHOD: Sole Source

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: All MNPS schools

COMPENSATION: Total compensation for this contract is not to exceed \$500,000.

OVERSIGHT: Division of Academics and Schools

EVALUATION: Quality of products and timeliness of services provided.

MBPE CONTRACT NUMBER: 7514293

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(7) VENDOR: Collier Engineering Company, Inc.

SERVICE/GOODS (SOW): Provision of civil engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517092

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(8) VENDOR: Cornerstone Engineering, Inc.

SERVICE/GOODS (SOW): Provision of structural engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517087

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(9) VENDOR: Dewberry Engineers, Inc.

SERVICE/GOODS (SOW): Provision of mechanical, plumbing, and electrical engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517086

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(10) VENDOR: Discovery Education, Inc. dba Discovery Education Mystery Science, Inc.

SERVICE/GOODS (SOW): Amendment #1 extends the term of the contract through June 19, 2023 due to the COVID-19 delay for Tennessee's Science textbook adoption. Contract is for a subscription to Contractor's Science Techbook for MNPS middle school students.

SOURCING METHOD: Amendment to a Previously Board Approved Contract

TERM: August 25, 2021 through June 19, 2023

FOR WHOM: MNPS middle school staff and students

COMPENSATION: No additional funding is obligated by this amendment.

OVERSIGHT: Curriculum & Instruction

EVALUATION: Quality of goods and services provided.

MBPE CONTRACT NUMBER: 7509404

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(11) VENDOR: Douglas Equipment

SERVICE/GOODS (SOW): Contractor to provide the following insulated cooler bags:

- Sterno 22370582

SOURCING METHOD: ITB 135218

TERM: August 25, 2021 through December 31, 2021

FOR WHOM: Nutrition Services

COMPENSATION: Contractor to be paid in accordance with Exhibit A pricing.

Total compensation for this contract is not to exceed \$30,000.

OVERSIGHT: Nutrition Services

EVALUATION: The timeliness of goods received.

MBPE CONTRACT NUMBER: 7517909

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(12) VENDOR: Eric Armin, Inc. dba EAI Education

SERVICE/GOODS (SOW): For the provision of Texas Instruments TI-84 Plus graphing calculators for Integrated Math 1 teachers and additional math resources for all secondary math teachers within the Schools of Innovation.

SOURCING METHOD: BuyBoard Cooperative Contract 573-18

TERM: Immediate Purchase

FOR WHOM: Schools of Innovation

COMPENSATION: Total compensation for this purchase is not to exceed \$70,000.

OVERSIGHT: Schools of Innovation

EVALUATION: Timeliness, accuracy, and quality of products/services provided.

MBPE CONTRACT NUMBER: Purchase Order number pending Board approval.

SOURCE OF FUNDS: District Priority School Improvement Grant

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(13) VENDOR: Fusion Alarms, LLC

SERVICE/GOODS (SOW): Provision of fire alarm monitoring services.

SOURCING METHOD: RFP 122225

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation under this contract is not to exceed \$2,500,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 7517101

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(14) VENDOR: Jarrett Builders, Inc.

SERVICE/GOODS (SOW): Provision of fire alarm inspection services.

SOURCING METHOD: RFP 128213

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation under this contract is not to exceed \$1,500,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 7517471

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(15) VENDOR: Johnson Johnson Crabtree Architects P.C.

SERVICE/GOODS (SOW): Provision of architectural services for an addition to Cane Ridge High School.

SOURCING METHOD: RFQ 118228

TERM: August 25, 2021 through Project Completion

FOR WHOM: Cane Ridge High School

COMPENSATION: Total compensation for this contract is not to exceed \$970,260.

OVERSIGHT: Facility Planning & Construction

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 7514917

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(16) VENDOR: Kimley-Horn and Associates, Inc.

SERVICE/GOODS (SOW): Provision of electrical and civil engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517085

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(17) VENDOR: Lose Design

SERVICE/GOODS (SOW): Provision of civil engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517089

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(18) VENDOR: Olert Engineering, Inc.

SERVICE/GOODS (SOW): Provision of mechanical, plumbing, and electrical engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517088

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(19) VENDOR: Remind101, Inc.

SERVICE/GOODS (SOW): For the provision of a robust two-way communication solution that meets the following needs:

- 1:1 messaging for teacher-to-parent and parent-to-teacher in the parent's preferred medium (mobile phone, text, email, mobile app)
- Text-first communication that can work with or without an app or opt-in
- A tool that offers translation between teachers/school and parents in the parent's preferred language.

SOURCING METHOD: RFP 98216

TERM: August 25, 2021 through August 24, 2025

FOR WHOM: MNPS students and staff

COMPENSATION: Contractor will be paid in accordance with Exhibit A. Services will be billed at a rate of \$1.45 per student.

Total compensation for this contract is not to exceed \$522,000.

OVERSIGHT: Communications

EVALUATION: Quality of goods and services provided.

MBPE CONTRACT NUMBER: 7517849

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(20) VENDOR: School Specialty, LLC

SERVICE/GOODS (SOW): For the indefinite delivery/indefinite quantity (IDIQ) provision of various educational school supplies.

SOURCING METHOD: OMNIA Partners Cooperative Contract # R190503

TERM: August 25, 2021 through June 30, 2022

FOR WHOM: MNPS schools and departments

COMPENSATION: Total compensation for this contract is not to exceed \$2,000,000.

OVERSIGHT: Procurement

EVALUATION: Timeliness, accuracy, and quality of products/services provided.

MBPE CONTRACT NUMBER: 7517646

SOURCE OF FUNDS: Various Operating, Federal, and School-Based Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(21) VENDOR: Smith Seckman Reid, Inc.

SERVICE/GOODS (SOW): Provision of mechanical, plumbing, electrical, civil, and structural engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517090

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(22) VENDOR: Stantec

SERVICE/GOODS (SOW): Provision of civil engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517093

SOURCE OF FUNDS: Capital Funds and Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(23) VENDOR: Tennessee Department of Human Services

SERVICE/GOODS (SOW): Grant agreement for the provision of Pre-Employment Transition Services ("Pre-ETS") School to Work program.

SOURCING METHOD: Grant

TERM: October 1, 2021 through September 30, 2022

FOR WHOM: MNPS Exceptional Education students enrolled in the Pre-ETS program

COMPENSATION: Total revenue received for this grant contract is not to exceed \$168,280.

OVERSIGHT: Exceptional Education and Federal Programs

EVALUATION: Timeliness of payments received.

MBPE CONTRACT NUMBER: 7516457

SOURCE OF FUNDS: Revenue

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(24) VENDOR: Tennessee State University (TSU)

SERVICE/GOODS (SOW): MNPS consistently searches for ways to bring teachers of diverse backgrounds and those who are prepared for high needs/hard-to-fill subject areas into the district. Teacher residencies are an excellent means of attracting and retaining talent while also creating grow-your-own pathways for internal support staff.

SOURCING METHOD: RFP 119217

TERM: August 25, 2021 through May 11, 2026

FOR WHOM: The partnership serves MNPS students and staff

COMPENSATION: Contractor shall be paid in accordance with terms of the contract.

Total compensation under this contract is not to exceed \$1,960,000.

Academic Year	Number of TSU Residents	Number of Residencies Year 1 or Year 2 of Teaching	Resident Salary as Instructional Aide
2021- 2022	10	10	\$196,000
2022 - 2023	15	21	\$294,000
2023 - 2024	20	34	\$392,000
2024 - 2025	25	50	\$490,000
2025 - 2026	30	68	\$588,000
		Estimated cost to MNPS	\$1,960,000

OVERSIGHT: Human Resources

EVALUATION: MNPS will evaluate the efficacy of the TSU contract based upon their ability to meet recruitment and retention benchmarks, percentage of diverse candidates and candidates in high needs areas.

MBPE CONTRACT NUMBER: 7517000

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(25) VENDOR: The Booksource

SERVICE/GOODS (SOW): For the purchase of various library books.

SOURCING METHOD: BuyBoard Cooperative Contract 609-20

TERM: Immediate Purchase

FOR WHOM: McGavock Elementary School

COMPENSATION: Total compensation for this purchase is not to exceed \$49,434.

OVERSIGHT: McGavock Elementary School

EVALUATION: Quality of products and timeliness of services provided.

MBPE CONTRACT NUMBER: Purchase Order number pending Board approval.

SOURCE OF FUNDS: Federal Funds – ESSER 2

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(26) VENDOR: TRA, Inc.

SERVICE/GOODS (SOW): Software licensing, maintenance, and support for School Funds Online (SFO).

SOURCING METHOD: OMNIA Partners Cooperative Contract #R190103

TERM: August 25, 2021 through August 26, 2022

FOR WHOM: Audit Department

COMPENSATION: Total compensation for this purchase is not to exceed \$61,254.73.

OVERSIGHT: Audit Department

EVALUATION: Quality of products and timeliness of services provided.

MBPE CONTRACT NUMBER: Purchase Order number pending Board approval.

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. AWARDING OF PURCHASES AND CONTRACTS

(27) VENDOR: TTL, Inc.

SERVICE/GOODS (SOW): Provision of civil engineering services for various projects throughout MNPS.

SOURCING METHOD: RFQ 121285

TERM: August 25, 2021 through August 24, 2026

FOR WHOM: Facility Planning & Construction

COMPENSATION: Total compensation for this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: The quality and timeliness of professional services provided.

MBPE CONTRACT NUMBER: 7517091

SOURCE OF FUNDS: Capital Funds and Operating Budget

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Security	Descriptor Code: 3.205	Issued Date: 08/24/21
		Rescinds:	Issued: 05/08/18

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

- 3 1. Closing and securing teacher work areas when left unattended or at the end of the day;
- 4 2. Posting of all signage required by law and Metro Ordinance;
- 5 3. Denying students permission to use the classrooms, laboratories, gymnasiums, or other school
6 facilities or equipment without appropriate supervision;
- 7 4. Controlling the issuance of keys; and
- 8 5. Developing programs that contribute to the proper care and use of school facilities and
9 equipment.

10 Equipment purchased with federal funds shall be managed as directed by federal and state law.¹

11 The principal shall call law enforcement officials in cases involving illegal entry, theft, or vandalism.
12 The principal shall notify the director of schools as soon as practical but no longer than 24 hours after a
13 case of vandalism, theft, building damage, and/or illegal entry.

14 The director of schools or his/her designee is authorized to sign a criminal complaint and to press
15 charges against perpetrators for vandalism of school property.

16 **LAW ENFORCEMENT SERVICES**

17 The board may enter into collaborative partnerships with appropriate law enforcement agencies.
18 Partnerships may include, but not be limited to, education and recreational programs, delinquency
19 prevention, and mentoring initiatives.

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

- 23 1. Any School Resource Officer (SRO) assigned under a memorandum must be in compliance
24 with all laws, regulations, and rules of the Peace Officer Standards and Training Commission at
25 the time of assignment and remain compliant throughout the tenure of his or her assignment.
- 26 2. As a condition of assignment, any SRO must participate in forty (40) hours of basic training in
27 school policing within twelve (12) months of assignment. Every year thereafter, the SRO shall

1 participate in a minimum of sixteen (16) hours of training specific to school policing. All
2 training programs shall be approved by the Peace Officers Standards and Training
3 Commission.

4 3. Any SRO assigned under the memorandum remains an employee of the law enforcement
5 agency, subject to that agency's direction, control, supervision, and discipline.

6 4. No officer shall be assigned to a school, or continue in such an assignment, without the consent
7 of the director of schools.

8 5. In the event that more than one SRO is assigned to a school system, the law enforcement
9 agency shall designate one of the SROs as the senior SRO or such other appropriate title. The
10 duties of the senior SRO, however designated, shall include, but not be limited to, the
11 following:

12 a. To represent and carry out the policies of the law enforcement agency assigning the
13 SROs;

14 b. To supervise the SROs in the performance of their duties;

15 c. To consult with the director of schools regarding the best use of the available resources
16 for school policing; and

17 d. To resolve disputes between the SROs and students or faculty members.

18 6. The memorandum may be effective for any length of time, including continuing until
19 terminated by the parties, and may contain any reasonable notice requirement for the
20 termination of the memorandum. However, the memorandum shall contain a provision
21 allowing the director of schools to suspend the active participation of the SROs in the event that
22 the director of schools believes that such suspension is best for the health, safety, and/or
23 wellbeing of the students and/or faculty members.

24 **CYBERSECURITY³**

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

Legal References

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

Cross References

- Visitors to the Schools 1.501
Safety 3.201
Care of School Property 6.311

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: New Project Planning	Descriptor Code: 3.211	Issued Date: 08/13/21
		Rescinds: EE-16	Issued: 05/08/18

1 SCHOOL DESIGN

2 The director of schools shall create a design team for any new school building or major renovation. The
3 design team shall include teachers, administrators, and members of the community in which the school
4 is to be built.

5 The design of all school facilities shall include:

- 6 1. A welcoming entrance that provides shelter from the rain;
- 7 2. An entrance/foyer design for new schools that routes visitors to the office and limits direct access
8 to the school for security purposes;
- 9 3. Safe and efficient traffic patterns for bus riders and car riders;
- 10 4. Sufficient natural light in every classroom;
- 11 5. A school exterior that blends into the community where it is built;
- 12 6. An outdoor playground or playing fields for middle and high schools, unless precluded by space
13 limitations;
- 14 7. Indoor air-conditioned space for elementary playground use.

15 SELECTION OF ARCHITECT¹

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

18 SELECTION OF ENGINEER¹

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

21 SITE SELECTION

22 The board shall have sole discretion with choosing sites for construction.² When determining where to
23 begin new projects, the board shall consider the following:

- 24 1. Proximity to students and other schools;
- 25 2. Current and future populations of the area;
- 26 3. Growth patterns;
- 27 4. Impact on surrounding neighborhoods and public infrastructure;
- 28 5. Construction factors, such as the suitability for the site for educational programs and building
29 standards;
- 30 6. Transportation routes and traffic patterns; and

1 7. Accessibility.

2 **BUILDING ACCESSIBILITY³**

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

Legal References

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

Cross References

Facility Expansion – Goals 3.207
Facilities Planning 3.208
Estimating Facility Costs 3.209

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Enrollment in Advanced Courses	Descriptor Code: 4.205	Issued Date: 08/24/21
		Rescinds:	Issued:

1 *General*

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

4 The standards listed below shall serve as guidance for placement and should not be considered as
5 limitations to enrollment in advanced courses, academic programs, or career-technical pathways.
6 Students are encouraged to challenge themselves academically and avail themselves of the most rigorous
7 curricular offerings that are available.

8 In instances where multiple advanced course options exist, students will be encouraged to enroll in the
9 one most aligned to their postsecondary aspirations.”

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

- 11 1. Honors Courses: **A grade of 85 or higher and/or TCAP scores of on-track or mastery in the**
12 **preceding academic course**
- 13
- 14 2. Dual Credit Courses: **A grade of 85 or higher and/or TCAP scores of on-track or mastery**
15 **in the preceding academic course**
- 16
- 17 3. Industry Certification-Aligned Courses: **A grade of 85 or higher and/or TCAP scores of on-**
18 **track or mastery in the preceding academic course**
- 19
- 20 4. Dual Enrollment: **A grade of 85 or higher and/or TCAP scores of on-track or mastery in**
21 **the preceding academic course**
- 22
- 23 5. Advanced Placement: **A grade of 85 or higher and/or TCAP scores of on-track or mastery**
24 **in the preceding academic course**
- 25
- 26 6. Cambridge International: **A grade of 85 or higher and/or TCAP scores of on-track or**
27 **mastery in the preceding academic course**
- 28
- 29 7. College Level Exam Program: **A grade of 85 or higher and/or TCAP scores of on-track or**
30 **mastery in the preceding academic course**
- 31
- 32 8. International Baccalaureate: **A grade of 85 or higher and/or TCAP scores of on-track or**
33 **mastery in the preceding academic course**

1 The principal of each school shall have the authority to consider additional factors, such as, but not
2 limited to; student interest, attendance, and post-graduation plans, for the enrollment in advanced
3 courses to fit the needs of the students within the school.

4 **NOTIFICATION¹**

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

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

12 **COLLEGE LEVEL COURSES²**

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

17 These courses may be offered at the high school, postsecondary institution, or online. If not offered on
18 the high school campus, the Board shall not be responsible for transportation. Any tuition or fees due to
19 enrollment in college level courses are the responsibility of the parent(s)/guardian(s).

20 Grades earned in such college level courses shall be used to determine class rank, grade point average,
21 and class valedictorian or salutatorian.

Legal References

1. Public Acts of 2021, Chapter No. 170; State Board of Education Policy 3.301
2. TRR/MS 0520-01-03-.03(8)

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Homebound Instruction	Descriptor Code: 4.206	Issued Date: 08/24/21
		Rescinds: 4.206	Issued: 07/14/20

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

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

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

15 **COVID-19 QUARANTINE²**

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

Legal References

1. TCA 49-10-1101; TRR/MS 0520-01-02-.10
2. TRR/MS 0520-01-13-.01(d)(1)

Cross References

Alternative Credit Options 4.209
Virtual Education Program 4.212
Student Communicable Diseases 6.403
Acquired Immune Deficiency Syndrome 6.404

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Family Life Education	Descriptor Code: 4.213	Issued Date: 08/24/21
		Rescinds:	Issued: 08/14/18

1 *General*

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

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

7 **FAMILY LIFE INSTRUCTION**

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

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

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

4 **TRAINING ON INSTRUCTION**

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

Legal References

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

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Interscholastic Athletics	Descriptor Code: 4.301	Issued Date: 08/24/21
		Rescinds:	Issued: 08/14/18

1 *General*

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

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

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

19 **INSURANCE & PHYSICAL EXAMINATIONS**

20 In the event that the school's insurance provider does not extend coverage to an athlete, the athlete shall
21 provide proof of independently secured catastrophic coverage and liability coverage, with the school
22 district as a named insured, of not less than the limits set forth in state law.⁵ It shall be the responsibility
23 of the parent(s)/guardian(s) to provide health and hospitalization insurance for all students participating
24 in interscholastic athletics.

25 Prior to participation in interscholastic athletics, every student shall complete an annual physical
26 examination.⁶ The parent(s)/guardian(s) of each student shall be responsible for covering the cost of the
27 examination, and these records shall be on file in the principal's office.

28 **SCHEDULING CONFLICTS**

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

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

5 **SEVERE WEATHER⁴**

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

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

13 **PROHIBITION AGAINST HAZING**

14 Coaches, employees, and volunteers of the school district shall not encourage, permit, condone, or
15 tolerate hazing activities.⁹

Legal References

1. 34 CFR § 106.41; 20 USCA § 1681 et seq.
2. Public Acts of 2021, Chapter No. 40
3. TRR/MS 0520-01-02-.08(1)
4. Public Acts of 2021, Chapter No. 272
5. TCA 29-20-403
6. 20 USCA § 1232h(c); TRR/MS 0520-01-13-.01(1)(a)
7. TCA 49-6-1002(a)
8. TCA 49-6-1002(c)
9. TCA 49-2-120

Cross References

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

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Graduation Requirements	Descriptor Code: 4.605	Issued Date: 08/24/21
		Rescinds: 4.605	Issued: 08/13/19

1 GENERAL

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

3 Before high school graduation, every student shall:¹

- 4 1. Achieve the specified units of credit;
- 5 2. Take the required end of course exams;
- 6 3. Have satisfactory records of attendance and conduct,
- 7 4. Take the ACT or SAT in the 11th grade;² and
- 8 5. Pass a United States civics test.³

9 SPECIAL EDUCATION STUDENTS⁴

10 Special education students who successfully complete their Individualized Educational Program (IEP),
11 pass the required competency assessment and have satisfactory records of attendance and conduct shall
12 be awarded a regular diploma. A special education diploma shall be awarded to students who have
13 satisfactorily completed their IEP and who have satisfactory records of attendance and conduct, but who
14 have not met the proficiency testing requirements.⁵

15 Special education students who do not meet the requirements for a high school diploma may be awarded
16 an occupational diploma if the student has:^{1,4}

- 17 1. satisfactorily completed their IEP;
- 18 2. maintained satisfactory records of attendance and conduct;
- 19 3. completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment
20 (SKEMA);
- 21 4. completed at least four (4) years of high school; and
- 22 5. has two (2) years of paid or non-paid work experience.

23 The decision to attain an occupational diploma shall be made at the conclusion of the student's tenth
24 (10th) grade year, or two (2) academic years prior to the expected graduation date. Students who have
25 received an occupational diploma shall continue to make progress towards a high school diploma until
26 the end of the school year in which they turn twenty-two (22) years old.

27 STUDENT LOAD

28 All full time students in grades 9-12 shall be enrolled each semester in subjects that produce a minimum
29 of five units of credit for graduation per year. Students with hardships and gifted students may appeal
30 this requirement to the director of schools and then to the board.⁶

1 EARLY GRADUATION⁷

2 High school students shall be permitted to complete an early graduation program. Students intending to
3 graduate early shall inform the school principal of this intent prior to the beginning of 9th grade, or as
4 soon thereafter as the intent is known.

5 In order to graduate early, students must meet the following requirements:

- 6 1. Earn the required eighteen (17) units of credit;
- 7 2. Achieve a benchmark score for each required end-of-course exam;
- 8 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 9 4. Meet the minimum ACT or SAT benchmark score;
- 10 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 11 6. Complete two (2) early postsecondary courses

12 The director of schools shall develop administrative procedures to ensure that the early graduation
13 program is conducted in accordance with state law.

Legal References

1. TCA 49-6-6001; State Board of Education Policy 2.103
2. TCA 49-6-6001(b); State Board of Education Policy 2.103
3. TCA 49-6-408; State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06(1)(a); State Board of Education Policy 2.103
5. TCA 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.03(6)
7. TCA 49-6-8303; State Board of Education Policy 2.103

Cross References

Basic Curriculum Program 4.201
Class Ranking 4.602

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Testing Programs	Descriptor Code: 4.700	Issued Date: 08/24/21
		Rescinds: 4.700	Issued: 04/27/21

1 *General*

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

- 4 1. Assist in promoting accountability;
- 5
- 6 2. Determine the progress of students;
- 7
- 8 3. Assess the effectiveness of the instructional program and student learning;
- 9
- 10 4. Aid in counseling and guiding students in planning future education and other endeavors;
- 11
- 12 5. Analyze the improvements needed in each instructional area;
- 13
- 14 6. Assist in the screening of students with learning difficulties;¹
- 15
- 16 7. Assist in placing students in remedial programs;
- 17
- 18 8. Provide information for college entrance and placement; and
- 19
- 20 9. Assist in educational research by providing data.²

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

- 22 1. Determining specific purposes for each test;
- 23
- 24 2. Selecting the appropriate test to be given;
- 25
- 26 3. Establishing procedures for administering the tests;
- 27
- 28 4. Making provisions for interpreting and disseminating the results;
- 29
- 30 5. Maintaining testing information in a consistent and confidential manner; and
- 31
- 32 6. Ensuring that results are obtained as quickly as possible, especially when placement in a special
33 learning program might be necessary.

1 State-mandated student testing programs shall be undertaken in accordance with procedures published
2 by the State Department of Education.³

3 **WEIGHTING TCAP SCORES**

4 TNReady⁴ and EOC⁵ scores will be included in students' final grades as follows:

- 5 a) 2017-2018 school year - 15%
- 6 b) 2018-2019 school year and beyond - 15% or the minimum allowed by the State of Tennessee

7 The raw score earned by the student will be converted to a 100 point scale using the target score method.

8 The director of schools may exclude these scores from students' final grades if results are not received
9 by the district at least five (5) instructional days before the end of the course.^{4,5}

10 **INTEREST INVENTORIES AND CAREER ASSESSMENTS⁶**

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

13 Career aptitude assessments shall be administered to 7th graders in order to inform the student's high
14 school plan of study.

15 **TESTING INFORMATION AND PARENTAL CONSENT**

16 Any test directly concerned with measuring student ability or achievement through individual or group
17 psychological or socio-metric tests shall not be administered by or with the knowledge of any employee
18 of the system without first obtaining written consent of the parents or guardians.²

19 Results of all group tests shall be recorded on the students' permanent records and shall be made
20 available to appropriate personnel in accordance with established procedures.⁷

21 No later than July 31st of each year, the board shall publish on its website information related to state
22 and board mandated tests that will be administered during the school year. The information shall
23 include:⁸

- 24 1. The name of the test;
- 25
- 26 2. The purpose and use of the test;
- 27
- 28 3. The grade or class in which the test will be administered;
- 29
- 30 4. The tentative date or dates that the test will be administered;
- 31
- 32 5. The time and manner in which parents and students will be notified of the results of the test;
- 33

- 1 6. How parents can access the questions and answers on their student’s state-required tests; and
2
3 7. If a board mandated test, how the test complements and enhances student instruction and
4 learning and how it serves a purpose distinct from state-required tests.
- 5 Testing information shall also be placed in student handbooks or other school publications that are
6 provided to parents on an annual basis.

Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(7); TRR/MS 0520-01-03-.06(2)(b)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.03(11)(e); State Board of Education Policy 2.103; TCA 49-1-617
6. TCA 49-6-412
7. TCA 10-7-504(a)(4)(A)
8. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103

Cross References

Student Surveys, Analyses, and Evaluations 6.4001
Student Records 6.600

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Application and Employment	Descriptor Code: 5.106	Issued Date: 08/24/21
		Rescinds: 5.106	Issued: 08/14/18

1 APPLICATION

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

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

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

13 *Professional Employees*

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

19 No person shall be employed:

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

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

4 *Support Employees*

5 No person shall be employed:

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

17 **EMPLOYMENT**

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

20 *Initial Employment for Professional Employees*

21 The Director of Schools shall notify such person, in writing, of the offer and conditions of
22 employment. Upon receipt of employment notification, such person shall respond within the timeline
23 established by state law.¹² From the date of the written acceptance, such person is considered to be
24 under employment with the district and is subject to all rights, privileges, and duties.

25 *Support Employees*

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

Legal References

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

Cross References

Orientation and Probation 5.107
Compensation Guides & Contracts 5.110
Background Investigations 5.118
Recommendations and File Transfers 5.203
Interim Employees 5.700
Qualifications and Duties of the Director of Schools 5.802

Metropolitan Nashville Board of Education

Monitoring: Review: Annually in January	Descriptor Term: Teacher Tenure	Descriptor Code: 5.117	Issued Date: 08/24/21
		Rescinds:	Issued: 05/08/18

1 *General*

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

4 **TENURE ELIGIBILITY²**

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

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

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

24 **ACQUISITION OF TENURE STATUS**

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

27 The following additional guidelines shall apply:

- 28 1. The Director of Schools will recommend teachers eligible for tenure at a board meeting in ample
29 time to send notice of non-renewal to each teacher not recommended for tenure within five (5)
30 business days following the last instructional day for the school year.⁵
31

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

6 **TEACHER RETURNING TO EMPLOYMENT**

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

12 **TEACHER TRANSFERRING FROM ANOTHER SCHOOL DISTRICT⁹**

13 A tenured or non-tenured teacher with five (5) or more years of prior service that transfers from another
14 school district to begin employment in the Metropolitan Nashville Public School District shall serve the
15 regular probationary period. The Board, upon the recommendation of the Director of Schools, may waive
16 the probationary period and grant tenure status or shorten the probationary period.

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

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

22 **TEACHER RETURNING TO PROBATIONARY STATUS¹⁰**

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

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

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

Legal References

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

Cross References

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

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 08/24/21
		Rescinds:	Issued: 08/13/19

1 **SUSPENSION PENDING AN INVESTIGATION¹**

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

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

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

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

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

20 When a tenured teacher is charged with offenses that may justify dismissal or a suspension greater than
21 three (3) days, the charges shall be made in writing, specifically stating the offenses that are charged,
22 and shall be signed by the party or parties making the charges.

23 If, in the opinion of the Board, the charges are of such nature as to warrant the dismissal or a suspension
24 greater than three (3) days of the teacher, the Director of Schools shall give the teacher a written notice
25 of this decision, a copy of the charges against the teacher, and a copy of a form provided by the
26 Commissioner of Education advising the teacher of his/her legal duties, rights, and recourse.

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

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

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

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

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

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

24 **RESIGNATION**

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

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

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

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

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

1 Education has provided the teacher an opportunity for defense during a hearing, the State Board of
2 Education may suspend the license for no less than thirty (30) days and no more than three hundred
3 sixty-five (365) days.⁸

4 **RETIREMENT**

5 Retirement is a termination of services under conditions that will allow the teacher to draw benefits from
6 retirement plans and/or Social Security benefits. Teachers eligible for retirement benefits may elect to
7 retire at any age according to the provisions of the retirement system.

8 Central office personnel shall assist teachers in securing retirement benefits; however, it shall be the
9 responsibility of the retiring teacher to provide verification of eligibility in writing from the Tennessee
10 Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility of the retiring
11 teacher to file for benefits.

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

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

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

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b); Public Acts of 2021, Chapter No. 493
9. TCA 8-36-805
10. TCA 8-36-821

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Non- Tenured Teachers	Descriptor Code: 5.201	Issued Date: 08/24/21
		Rescinds:	Issued: 08/13/19

1 **SUSPENSION PENDING AN INVESTIGATION¹**

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

9 **SUSPENSION OF THREE DAYS OR LESS²**

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

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

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

20 The Director of Schools may dismiss or suspend for more than three (3) days any non-tenured teacher
21 during the contract year for incompetence, inefficiency, insubordination, improper conduct, or neglect
22 of duty after giving the non-tenured teacher, in writing, due notice of the charges.

23 The Director of Schools shall give the non-tenured teacher an opportunity for a full and complete hearing
24 before an impartial hearing officer.

25 The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will
26 hear the case, and the teacher shall have the right to:

- 27 1. Be represented by counsel;
- 28
- 29 2. Call and subpoena witnesses;
- 30

1 3. Examine all witnesses; and

2
3 4. Require that all testimony be given under oath.

4 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the
5 affected teacher within ten (10) working days following the close of the hearing. The teacher may appeal
6 the decision to the Board within ten (10) working days of the hearing officer rendering the written
7 decision to the teacher. Written notice of appeal to the Board shall be given to the Director of Schools.
8 Within twenty (20) working days of receipt of notice, the Director of Schools shall prepare a copy of the
9 proceedings, including all transcripts and evidence, documentary or otherwise, and provide the Board a
10 copy of the same.

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

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

16 1. Sustain the decision;

17
18 2. Send the record back if additional evidence is necessary; or

19
20 3. Revise the penalty or reverse the decision.

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

24 Within twenty (20) working days after receipt of notice of the decision of the Board, either party may
25 appeal to the chancery court in the county where the school district is located. The Board shall provide
26 the entire record of the hearing to the court.

27 **NONRENEWAL**

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

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

33 The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their
34 contract period. If the Director of Schools determines not to renew the contract of a non-tenured teacher,
35 the following action shall be taken:

36 1. The Board shall be notified at the next regular board meeting; and

- 1 2. Written notice of non-renewal shall be sent to the teacher by certified mail or overnight carrier,
2 or by email within five (5) business days following the last instructional day for the school year.³

3 **RESIGNATION**

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

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

- 8 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
9 statement of a physician approved by the Board; or
10
11 2. The release by the Board of the teacher from the contract which the teacher has entered into with
12 the Board.

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

16 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
17 the State Board of Education and request the suspension of a teacher's license. After the State Board of
18 Education has provided the teacher an opportunity for defense during a hearing, the **State Board of**
19 **Education** may suspend the license for no less than thirty (30) days and no more than three hundred
20 sixty-five (365) days.⁷

21 **RETIREMENT**

22 Retirement is a termination of services under conditions which will allow the teacher to draw benefits
23 from retirement plans and/or Social Security benefits.

24 Teachers eligible for retirement benefits may elect to retire at any age according to the provisions of the
25 retirement system. Central office personnel shall assist teachers in securing retirement benefits; however,
26 it shall be the responsibility of the retiring teacher to provide verification of eligibility in writing from
27 the Tennessee Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility
28 of the retiring teacher to file for benefits.

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

33 The Director of Schools may employ teachers retired for at least one (1) year for full-time employment
34 as a Kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will
35 not be lost or suspended under certain conditions which include, but are not limited to, the following:⁹

- 1 1. The Director of Schools of the employing district shall certify in writing that no other qualified
2 individuals are available to fill the position;
- 3
- 4 2. The Commissioner of Education shall certify that the employing school district serves an area
5 that lacks qualified teachers to serve in the position to be filled;
- 6
- 7 3. The retired teacher shall hold a valid license and shall not be entitled to tenure status;
- 8
- 9 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or
10 receive medical insurance coverage; and
- 11
- 12 5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the
13 Board for teachers with no experience filling similar positions or more than eighty-five percent
14 (85%) of the rate of compensation set by the Board for teachers with comparable training and
15 years of experience filling similar positions.

16 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*
17 *does NOT follow the suspension/dismissal guidelines outlined in this policy. Rather, nonrenewal of non-*
18 *tenured teachers after the contract year follows the nonrenewal guidelines outlined in this policy.)*

Legal References

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

Cross References

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

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Qualifications and Duties of the Director of Schools	Descriptor Code: 5.802	Issued Date: 08/24/21
		Rescinds: 5.802	Issued: 08/14/18

1 **QUALIFICATIONS**

- 2 1. A professional educator's license
- 3
- 4 2. A master's degree in education with a preference for a doctorate degree
- 5
- 6 3. Three (3) years of successful experience in school administration
- 7
- 8 4. Such other qualifications as the Board deems desirable

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

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

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

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

18 **ESSENTIAL FUNCTIONS**

19 *General Administrative*

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

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

12 *Financial Management*

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

22 *Personnel Administration*

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

- 1 6. Communicates directly, or through delegation, all actions of the Board relating to personnel
2 matters to all and receives employees' communications to be made to the Board.
- 3 7. Evaluates principals annually.
- 4 8. Informs the Office of Educator Licensing of licensed educators or **educators who have a**
5 **temporary teaching permit** who have been suspended or dismissed, who have resigned,
6 following allegations of conduct, including sexual misconduct, which, if substantiated, would
7 warrant consideration for license suspension, revocation, or formal reprimand or who have been
8 convicted of a felony. The report shall be submitted within thirty (30) days of the suspension,
9 dismissal, or resignation or of receiving knowledge of the felony conviction.²

10 *Instructional Leadership*

- 11 1. Serves as the chief school executive. Ensures the development and maintenance of a positive
12 educational program designed to meet the needs of the community and to carry out the policies
13 of the Board. Ensures that a system of thorough and efficient education, as defined by state law,
14 is available to all students.
- 15 2. Recommends to the Board for its adoption all courses of study, curriculum guides, and major
16 changes in tests and time schedules to be used in the schools.
- 17 3. Oversees the timely revisions of all curriculum guides and courses of study.
- 18 4. Develops guidelines and direction for monitoring the effectiveness of existing and new
19 programs.
- 20 5. Conducts a periodic audit of the total school program and advises the Board of recommendations
21 for the educational advancement of the schools.
- 22 6. Seeks out available sources for grant funding to support programs and projects.
- 23 7. Ensures that the goals of the school district are adequately reflected in its educational program
24 and operations.

25 *Community/Public Relations*

- 26 1. Promotes community support of the schools. Interprets district programs and services, reports,
27 plans, events, and activities of interest and solicits community opinions regarding school and
28 educational issues.
- 29 2. Identifies available community resources and links to social service agencies that support
30 education and healthy child development.
- 31 3. Develops strategies to promote parental involvement in their student's education and provides
32 opportunities for parent-teacher interaction.
- 33 4. Maintains contact and good relations with local media.

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

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

5 **TERMS OF EMPLOYMENT:** Serves in accordance with the terms of the contract between the Board
6 and the Director of Schools. Salary to be determined by the Board.

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

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

Legal References

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

Cross References

Executive Committee 1.301
Board-Media Relations 1.502
Administrative Procedures 1.601
Administrative Committees 1.602
Administrative Reports 1.603
School District Planning 1.701
Job Descriptions 5.103
Application and Employment 5.106
Evaluation of the Director of Schools 5.803

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Attendance	Descriptor Code: 6.200	Issued Date: 08/13/21
		Rescinds:	Issued: 08/11/20

1 *General*

2 Attendance is a key factor in student achievement; therefore, students are expected to be present each
3 day school is in session.

4 The Director of Schools/designee shall ensure that this policy is posted in each school building and
5 disseminated to all students, parent(s)/guardian(s), teachers, and administrative staff.

6 The Attendance Supervisor shall oversee the entire attendance program which shall include:¹

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

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

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

- 21 1. Personal illness/injury;
- 22
- 23 2. Illness of immediate family member;
- 24
- 25 3. Death in the family;
- 26
- 27 4. Extreme weather conditions;
- 28

- 1 5. Religious observances;⁵
2
3 6. Pregnancy;
4
5 7. School-endorsed activities;
6
7 8. Summons, subpoena, or court order; or
8
9 9. Circumstances which in the judgment of the principal create emergencies over which the
10 student has no control.

11 The principal shall be responsible for ensuring that:⁶

- 12 1. Attendance is checked and reported daily for each class;
13
14 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent
15 for the majority of the day;
16
17 3. All student absences are verified;
18
19 4. Written excuses are submitted for absences and tardiness; and
20
21 5. System-wide procedures for accounting and reporting are followed.

22 **TRUANCY**

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

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

36 *Progressive Truancy Plan*⁸

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

39

1 Tier I

2 Tier I of the progressive truancy plan shall apply to all students in the district and include school-wide
3 prevention-oriented supports to assist with satisfactory attendance. Tier I of the progressive truancy
4 intervention plan shall include the following:

- 5 1. A conference with the student and the student's parent(s)/guardian(s);
6
- 7 2. An attendance contract, based on the conference, signed by the student, the
8 parent(s)/guardian(s), 2 and an Attendance Supervisor/designee. The contract shall include:
9
 - 10 a. A specific description of the school's attendance expectations for the student;
 - 11 b. The period for which the contract is effective; and
 - 12 c. Penalties for additional absences and alleged school offenses, including additional
13 disciplinary action and potential referral to juvenile court; and
14
- 15 3. Regularly scheduled follow-up meetings to discuss the student's progress.
16

17 Tier II

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

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

23 Tier III

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

25 These interventions shall be determined by a team formed at each school. The interventions shall 19
26 address student needs in an age-appropriate manner. Finalized plans shall be approved by the Director
27 of Schools/designee.

28 NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY⁹

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

- 35 1. Student's name and personal identification number;
- 36 2. Student's grade;

- 1 3. The dates of the student's absence;
- 2 4. The reason for the student's absence; and
- 3 5. The signatures of the student and parent/guardian.

4 **RELEASED TIME COURSE¹⁰**

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

8 The student shall submit a written consent form signed by the student's parent/guardian prior to
9 participation in the released time course. The principal/designee shall document the approval in writing.
10 The student shall provide documentation to the principal/designee as proof of the student's participation
11 in the released time course. The district shall not be responsible for transporting students to and from the
12 place of instruction.

13 **MAKE-UP WORK**

14 Students with an excused absence shall be provided the opportunity to receive assignments missed
15 during the absence and to make up the work upon their return for the full grade. Students with an
16 unexcused absence shall be provided the opportunity to make up missed work at the discretion of the
17 teacher or principal. Make up work must be requested by the student or parent no later than three (3)
18 days after returning to school. The work should be turned in at a mutually agreed time frame between
19 the teacher and the student. The attendance record is not changed when missed work is completed.

20 **STATE-MANDATED ASSESSMENT**

21 Students who are absent the day of the scheduled end-of-course (EOC) exams shall present a signed
22 doctor's excuse or shall have been given an excused release by the principal prior to testing to receive
23 an excused absence. Students who have excused absences will be allowed to take a make-up exam.
24 Excused students will receive an incomplete in the course until they have taken the EOC exam.

25 Students who have an unexcused absence shall receive a failing grade on the EOC exam which shall be
26 averaged into their final grade.

27 **CREDIT/PROMOTION DENIAL**

28 Credit/promotion denial determinations may include student attendance; however, student attendance
29 may not be the sole criterion.⁹ If attendance is a factor prior to credit/promotion denial, the following
30 shall occur:

- 31 1. The student and the parent(s)/guardian(s) shall be advised if the student is in danger of
32 credit/promotion denial due to excessive absenteeism; and
33
- 34 2. Procedures in due process are available to the student when credit or promotion is denied.

1 DRIVER'S LICENSE REVOCATION²

2 A student who has more than ten (10) consecutive or fifteen (15) unexcused absences during any
3 semester or fails to maintain satisfactory academic progress shall be ineligible to retain a driver's permit
4 or license.

5 In order to qualify for reclaiming a driver's permit or license, the student shall return to school and make
6 a passing grade in at least three (3) full unit subjects or their equivalency at the conclusion of a subsequent
7 grading period or become eighteen (18) years of age.

8 ATTENDANCE HEARING¹⁰

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

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

21 Within five (5) school days of the Director of Schools/designee rendering a decision, the student's
22 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.
23 Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee.
24 The action of the Board shall be final.

Legal References

Cross References

1. TCA 49-6-3006
 2. TCA 49-6-3017(c)
 3. 20 USCA § 1232g
 4. TRR/MS 0520-01-02-.17(5); State Board of Education Policy 4.100
 5. TCA 49-6-2904(b)(5)
 6. TCA 49-6-3007
 7. TCA 49-6-3021
 8. TCA 49-6-3007; TCA 49-6-3009; Public Acts of 2021, Chapter No. 223
 9. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
 10. TRR/MS 0520-01-02-.17(7)
- School Calendar 1.800
Extracurricular Activities 4.300
Interscholastic Athletics 4.301
Field Trips/Excursions/Competitions 4.302
Reporting Student Progress 4.601
Promotion and Retention 4.603
Recognition of Religious Beliefs, Customs, & Holidays 4.803
Voluntary Pre-K Attendance 6.2011
Homeless Students 6.503
Students in Foster Care 6.505
Students from Military Families 6.506
Student Records 6.600

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: <h2 style="text-align: center;">Home Schools</h2>	Descriptor Code: 6.202	Issued Date: 08/24/21
		Rescinds:	Issued: 08/14/18

1 *General*

2 A home school is a school conducted or directed by parent(s)/guardian(s) for their own children. Home
 3 schools which teach grades K-12 where the parent(s)/guardian(s) are associated with an organization
 4 that conducts church-related schools¹ are exempt from the following provisions but shall follow
 5 procedures issued by the State Department of Education.

6 A parent/guardian wishing to conduct a home school shall meet the following requirements:²

- 7 1. Provide annual notice to the Director of Schools before the commencement of each school year of
 8 the intent to conduct a home school;
- 9 2. Submit to the Director of Schools the name, number, age, grade level of children involved, location
 10 of the school, curriculum to be offered, proposed hours of instruction, and qualifications of the
 11 parent-teacher;
- 12 3. Maintain attendance records, subject to inspection by the Director of Schools;
- 13 4. Submit attendance records to the Director of Schools at the end of each school year;
- 14 5. Provide instruction for at least four (4) hours per day for the same number of instructional days as
 15 are required by state law;³
- 16 6. Possess a high school diploma, GED, or **HiSET**;⁴
- 17 7. Cooperate in the administration to home school students of appropriate tests by the Commissioner
 18 of Education/designee or by a professional testing service in grades five (5), seven (7), and nine (9);
- 19 8. Take actions according to state law if home school student falls behind appropriate grade level;
- 20 9. Submit proof to the Director of Schools that the home school student has been vaccinated as required
 21 by state law;⁵
- 22 10. Submit proof to the Director of Schools that other health services and examinations as required by
 23 state law have been received by the home school student; and
- 24 11. In the event of illness or inadequacy of the home school parent-teacher to teach a specific subject,
 25 employ a tutor having the same qualifications as required of parent-teacher.

1 If one or more of these requirements are not met, the Board authorizes the Director of Schools to take
2 formal action to bring the child into compliance with the compulsory attendance law (until the child has
3 reached age seventeen (17), either in the home school or in a public, private, or church-related school).

4 **FACILITIES USE**

5 School facilities shall be available for home school instruction only when all of the following conditions
6 exist:

- 7 1. Special needs courses are being taught which require services unavailable to the home school
8 student;
- 9 2. These services cannot be provided through any means other than the schools;
- 10 3. Requests for services are made known by the home school parent when notice is given to the
11 Director of Schools of the intent to conduct a home school;
- 12 4. The Director of Schools investigates the request and makes recommendations to the Board;
- 13 5. No overcrowding, additional expenses, including providing transportation, or other special
14 situations which interfere with the normal operation of the school district shall be incurred; and
- 15 6. Approval by the Board shall be on a case-by-case basis.

16 **RECORD ACCEESS**

17 The Director of Schools, through the Attendance Supervisor, shall have the attendance records of the
18 home school inspected at least two (2) times each school year in order to provide assistance in
19 implementing the compulsory attendance law.

20 **STUDENT PERFORMANCE⁶**

21 The Director of Schools shall develop administrative procedures regarding necessary consultations
22 with home school parents in regard to student performance.

Legal References

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

Cross References

Compulsory Attendance Ages 6.201

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Alternative Education	Descriptor Code: 6.319	Issued Date: 08/24/21
		Rescinds:	Issued: 07/14/20

1 *General*¹

2 The Board shall operate an alternative school and/or program for students in grades seven through
3 twelve (7-12) who have been suspended or expelled from the regular school program.

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

7 An alternative program is a short-term intervention program designed to provide educational services
8 outside the regular school program for students who have been suspended or expelled. Alternative
9 programs may be located within the regular school or be a self-contained program within a school.

10 The alternative school and/or program shall be operated in accordance with state laws and the rules of
11 the State Board of Education, and instruction shall proceed as nearly as practicable in accordance with
12 the instructional program at the student's regular school. The Director of Schools shall develop
13 procedures that provide appropriate educational opportunities for all students assigned to the
14 alternative school or program. These educational opportunities shall adhere to Tennessee's academic
15 standards.²

16 **ASSIGNMENT**

17 Students who have been suspended for more than ten (10) days or expelled shall be assigned to the
18 alternative school or program if there is staff and space available.³ Availability of staff and space shall
19 be determined at the time the disciplinary decision is rendered. The Director of Schools/designee shall
20 make this determination by evaluating factors including, but not limited to, the following:

- 21 1. Level of supervision available;
- 22
- 23 2. Safety considerations; and
- 24
- 25 3. Type of infraction.

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

- 28 1. **A zero tolerance offense;⁴ or**
- 29

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

4 Consideration to assign these students to the alternative school or program will be determined by the
5 Director of Schools/designee on a case-by-case basis.

6 Prior to the assignment of the student to the alternative school or program, the Director of
7 Schools/designee shall provide written notice to the student's parent/guardian stating the reason for the
8 student's placement.⁶

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

15 The Director of Schools/designee shall monitor and regularly evaluate the academic progress of each
16 student enrolled in the alternative school.

17 **REMOVAL**⁸

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

- 19 1. He/she violates the rules of the alternative school or program; or
- 20
- 21 2. He/she is not benefitting from the assignment and all interventions have been exhausted
- 22 unsuccessfully.

23 **ADDITIONAL OFFENSES**⁹

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

27 **TRANSITION PLAN**¹⁰

28 The Director of Schools/designee shall develop procedures regarding the implementation of transition
29 plans for the integration of students assigned to the alternative school.

Legal References

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

Cross References

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

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Physical Examinations and Immunizations	Descriptor Code: 6.402	Issued Date: 08/24/21
		Rescinds:	Issued: 08/14/18

1 **PHYSICAL EXAMINATIONS¹**

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

- 3 1. Entering school for the first time; and
- 4
- 5 2. Participating as a member of any athletic team or in any other strenuous physical activity
- 6 program.

7 Cost of the examination shall be covered by the parent/guardian of the student. These records shall be
8 on file in the principal's office.

9 Screening tests as required by the Tennessee Department of Education and the Department of Health
10 will be conducted. Parent(s)/guardian(s) will receive written notice of any screening result that indicates
11 a condition that might interfere with the student's progress. The school district will not conduct physical
12 examinations of a student without parental consent or by court order, unless the immediate health or
13 safety of the student or others is in question.³

14 **IMMUNIZATIONS**

15 Students will not be permitted to attend school without proof of immunization as determined by the
16 Commissioner of Health unless circumstances outlined in state or federal law prevent a student from
17 producing such records. It is the responsibility of the parent(s)/guardian(s) to have their children
18 immunized and to provide such proof to the principal of the school which the student is to attend.⁴

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

- 21 1. His/her religious tenets and practices if in the absence of an epidemic or immediate threat of an
22 epidemic, except in the event of a COVID-19 or any variant outbreak;⁵ or
- 23
- 24 2. Due to medical reasons if the student has a written statement from his/her doctor excusing
25 him/her from the immunization.⁶

26 The Director of Schools shall ensure that appropriate immunization records are maintained for each
27 student.

Legal References

1. 20 USCA § 1232h(c)
2. TRR/MS 0520-01-13-.01(1)(a)
3. Tennessee School Health Screening Guidelines,
https://www.tn.gov/content/dam/tn/education/csh/csh_school_health_screening_guidelines.pdf; 20 USCA § 1232h(c)(2)(C)
4. TCA 49-6-5001(a),(c)
5. TCA 49-6-5001(b)(2); Public Acts of 2021, Chapter No. 513
6. TCA 49-6-5001(c)(2)

Cross References

Promoting Student Welfare 6.400

DISTRICT: _____

Safe Return to In-Person Instruction and Continuity of Services Plan



The Elementary and Secondary School Emergency Relief 3.0 (ESSER 3.0) Fund under the American Rescue Plan (ARP) Act of 2021, Public Law 117-2, enacted on March 11, 2021. ARPA ESSER Funding provides a total of nearly \$122 billion to states and local educational agencies (LEAs) to help safely reopen and sustain the safe operation of schools and address the impact of the coronavirus pandemic on the nation's students. In addition to ARP ESSER Funding, ARP includes \$3 billion for special education, \$850 million for the Outlying Areas, \$2.75 billion to support non-public schools, and additional funding for homeless children and youth, Tribal educational agencies, Native Hawaiians, and Alaska Natives.

LEAs must develop and make publicly available a *Safe Return to In-Person Instruction and Continuity of Services Plan* that meets the following requirements within 30 days of receiving ARP ESSER allocation. If an LEA developed a plan before ARP was enacted that does not address the requirements, the LEA must revise its plan no later than six months after it last reviewed its plan. All plans must be developed with meaningful public consultation with stakeholder groups (i.e.,

families, students, teachers, principals, school and district administrators, school leaders, other educators, school staff, advocacy organizations representing student groups). The consultation process must include an opportunity for input and meaning consideration of that input. ARP ESSER plans to be in an understandable and uniform format; to the extent practicable, written in a language that parents can understand or, if not practicable, orally translated; and upon request by a parent who is an individual with a disability, provided in an alternative format accessible to that parent. All plans must be made publicly available on the LEA's website and published on the Tennessee Department of Education's (department) website within thirty (30) days.

Please note that LEAs need to **update** the Safe Return to In-Person Instruction and Continuity of Services Plan **at least every six months** through September 30, 2023, and must seek public input on the plan and any revisions, and must take such input into account. All revisions must include an explanation and rationale of why the revisions were made.

Questions in this health plan were developed by the US Department of Education.

Consultation with Stakeholders

1 Describe how the LEA will, in planning for the use of ARP ESSER funds, engage in meaningful consultation with stakeholders, including, but not limited to:

- i. students;
- ii. families;
- iii. school and district administrators (including special education administrators); and
- iv. teachers, principals, school leaders, other educators, school staff, and their unions.
- v. tribes;
- vi. civil rights organizations (including disability rights organizations); and
- vii. stakeholders representing the interests of children with disabilities, English learners, children experiencing homelessness, children and youth in foster care, migratory students, children who are incarcerated, and other underserved students.

2 Provide an overview of how the public stakeholder input was considered in the development of the LEA's plan for ARP ESSER funds.

3 How did the LEA compile feedback during the open comment period for the ARP Plan?

4 How was the input considered during the open comment period time?

Questions in this health plan were developed by the US Department of Education.

Safe Return to In-Person Instruction

■ Describe to the extent to which the LEA has adopted policies and a description of any such policies on each of the following health and safety strategies:

- universal and correct wearing of masks;
- physical distancing (e.g., use of cohorts/podding);
- hand washing and respiratory etiquette;
- cleaning and maintaining healthy facilities, including improving ventilation;
- contact tracing in combination with isolation and quarantine;
- diagnostic and screening testing;
- efforts to provide vaccinations to educators, other staff, and students, if eligible; and
- appropriate accommodations for children with disabilities with respect to health and safety policies.

Continuity of Services Plan

6 How the LEA will ensure continuity of services including but not limited to services to address the students' academic needs, and students' and staff social, emotional, mental health, and other needs, which may include student health and food services.

Questions in this health plan were developed by the US Department of Education.

A RESOLUTION REGARDING MULTICULTURAL EDUCATION

WHEREAS, the Metro Nashville Board of Education believes a multicultural education should promote the recognition of individual and group differences and similarities in order to reduce racism, homophobia, ethnocentrism, and all other forms of prejudice and discrimination and to facilitate the development of self-esteem as well as respect for others among all students; and

WHEREAS, more than 70% of Metro Nashville Public Schools' students are students of color, and the overall student population represents 139 countries of origin; and

WHEREAS, the Metro Nashville Board of Education believes that educational materials and activities should accurately portray the influences and contributions of ethnic and other minorities, women, and world religions; and

WHEREAS, the Metro Nashville Board of Education believes that academic freedom, which includes the rights of teachers and learners to explore and discuss divergent points of view, is essential to the teaching profession; and

WHEREAS, the Metro Nashville Board of Education recognizes that the Tennessee State Social Studies standards require providing students with opportunities to explore current events by drawing connections between the past and modern day, develop and defend their opinions, and analyze multiple points of view; and

WHEREAS, the Metro Nashville Board of Education believes that, in order to achieve racial and social justice, educators must acknowledge the root causes of institutional racism, structural racism, and white privilege; and

WHEREAS, the Metro Nashville Public Schools Office of Diversity, Equity, and Inclusion exists to address issues of racism, homophobia, ethnocentrism, and all other forms of prejudice and discrimination within Metro Nashville Public Schools; and

WHEREAS, all students deserve to see accurate representations of themselves in their education, and learning about the contributions, successes, and challenges of non-white people is critical to long-term educational development and understanding.

NOW, THEREFORE, BE IT RESOLVED that the METROPOLITAN NASHVILLE BOARD OF EDUCATION will; advocate for research and implementation of social and educational strategies that foster the eradication of institutional racism and white privilege perpetuated by white supremacy culture.

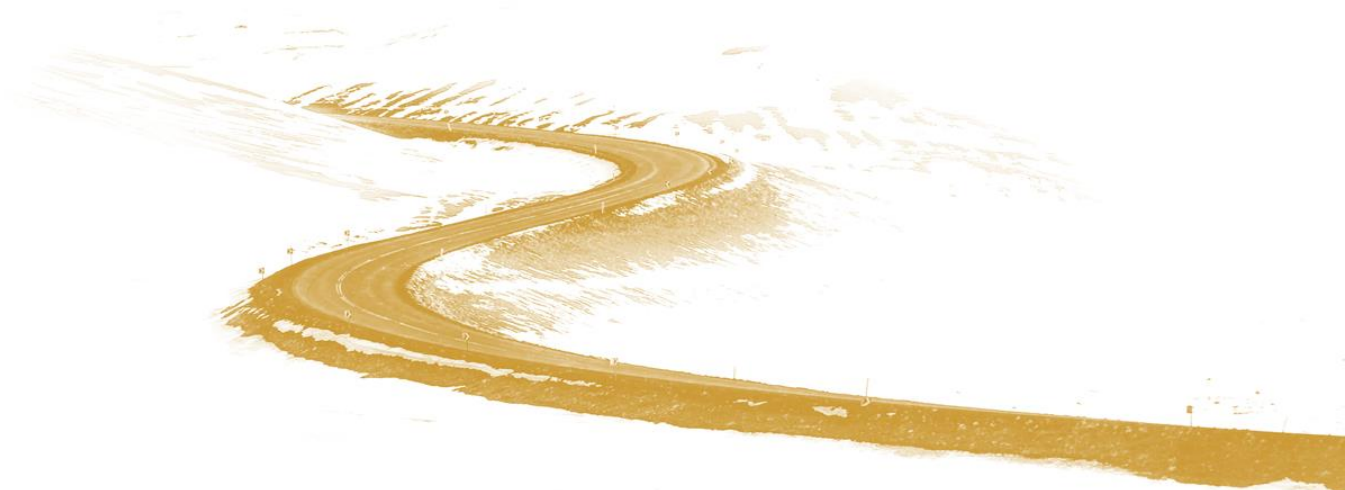
FURTHERMORE, stand behind its adoption of curricular materials that adhere to the Tennessee Academic Standards;

FURTHERMORE, stand behind teachers who teach the Tennessee Academic Standards in a factual manner that represents the truth of this country's history;

FURTHERMORE, support and defend teachers' use of materials that incorporate diverse, accurate viewpoints that are representative of the student body in their classrooms;

FURTHERMORE, ensure that individual teachers who teach the Tennessee Academic Standards are not punished for teaching accurate information.

ADOPTED BY THE ELECTED METROPOLITAN NASHVILLE BOARD OF EDUCATION, on the 24th of August, 2021, with this Resolution to take immediate effect, the public welfare requiring it.



BACK TO BASICS TO MAKE FORWARD PROGRESS AND SUCCESS

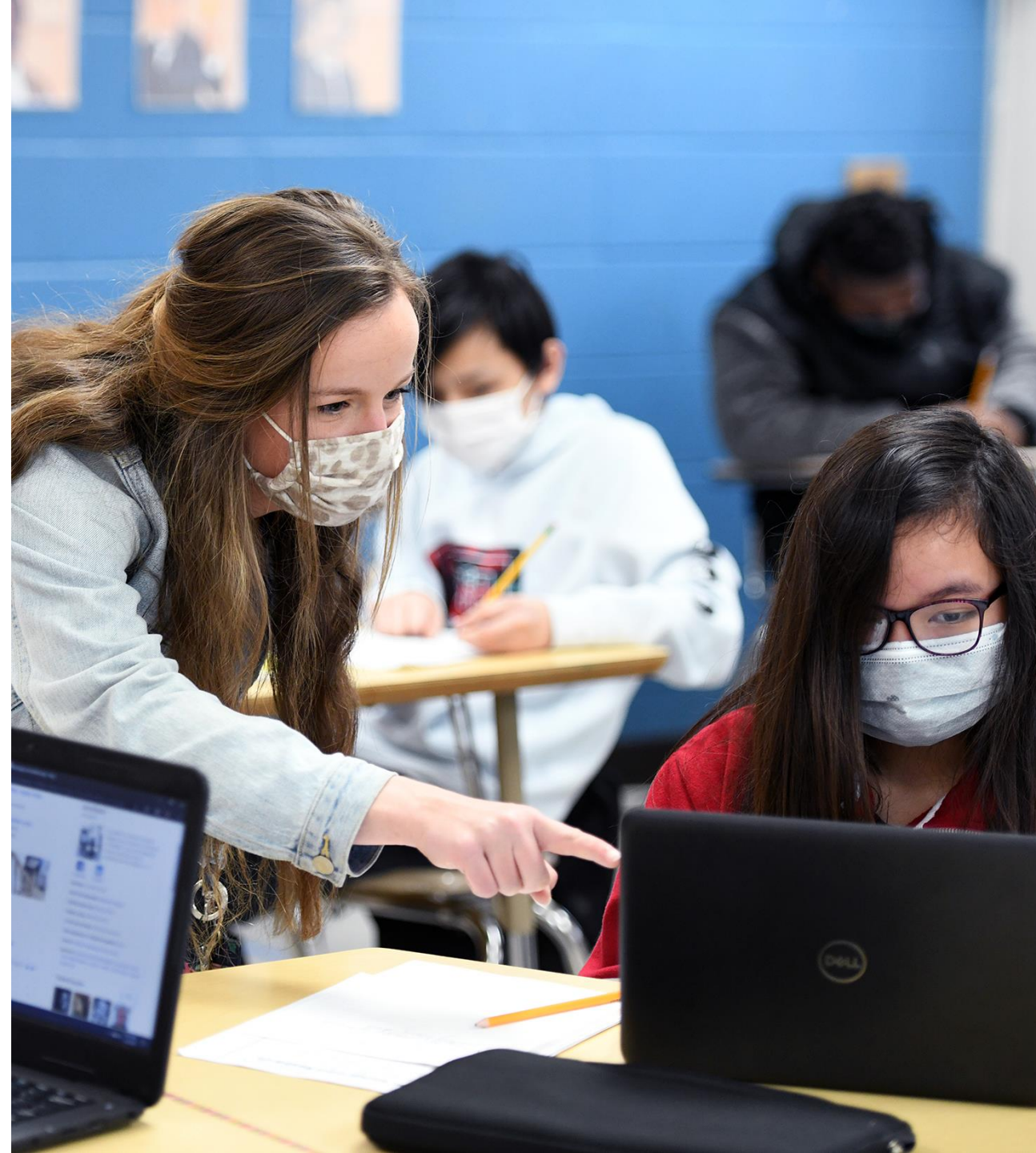
Ensuring every student is known with rigorous, high-quality instruction, interventions, and supports.

WHAT WE KNOW

- MNPS educators worked extremely hard to mitigate losses and provide wraparound services to families and students.
- Disruptions to education caused by the pandemic led to expected declines in academic data across the state and district.
- Data collected through the TCAP scores were not intended to be used for school or district-level accountability
- These declines were experienced more in economically disadvantaged populations.
- We had almost identical proficiency rates for in-person and remote learners.
- This data confirm what MAP testing has demonstrated, and our response will be urgently aligned to those needs.
- US History, English II, 85% participation rate

Enhancements for 2021-2022:

- Literacy
- Numeracy
- Science
- Social Studies
- Personalized Learning



From June 2021-July 2022

An average 2nd grade student can receive an additional 194.5 hours of instruction and/or 1:1 support in Literacy. That's equal to an additional 30 days of school focused SOLELY on Literacy.

SUMMER 2021

**Promising
Scholars**

Literacy Instruction

15 hours a week

=

60

Hours

SCHOOL YEAR 2021-2022

Core Instruction

135 minutes

(Literacy Block – 90 minutes + Foundational Skills – 45 minutes)

+

15 additional minutes

to the K-2 Literacy Block

=

42.5 hours

of additional literacy instruction over the year

+

Tier 1 PLT

High Dosage Tutoring

2 days/week

=

32 hours of 1:1 tutoring over the year

SUMMER 2022

**Promising
Scholars**

Literacy Instruction

15 hours a week

=

60

Hours

A classroom scene with a teacher and students wearing masks. The teacher, Dr. Adrienne Battle, is standing and addressing the class. Several students are seated at desks, some using laptops. The room is decorated with maps and posters. An American flag is visible in the background.

“ We must move **Back to Basics to get it right so that we make **forward progress and success.** We are moving into a period of **recovery** and then quickly into **acceleration,** and we have to get the **fundamental inflection** points right. ”**

Dr. Adrienne Battle

Learn more and watch full presentation at mnps.org/news/featured-stories/backtobasics

Director Report

August 24, 2021



METRO
NASHVILLE
PUBLIC
SCHOOLS

Universal Masking

- Board adopted universal masking requirement on August 5, 2021.
- Masks are recommended by the CDC, AAP, state and local health officials.
- Universal masking is an essential component to reduce transmission of COVID and limit quarantines.



COVID Mitigation Strategies

Consistent and correct use of masks is required

Social distancing when feasible

Hand hygiene and respiratory etiquette

Cleaning and disinfecting

Contact tracing and quarantines

Vaccination when available

Contact Tracing

Metro Schools partners with the Metro Public Health Department for our school nurse program. When a positive case of COVID-19 is identified, our school nurses conduct contact tracing to identify potential close contacts for quarantine to reduce the potential for an outbreak or further transmission of the virus. MPHD follows the guidance provided by the Centers for Disease Control (CDC) for the definition of a close contact:

- Close Contact: Someone who was within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period
 - In K-12 setting, close contact zone reduced to 3 feet if universal masking policies are in place and both students are correctly wearing masks
- Those previously diagnosed with laboratory-confirmed COVID are not required to quarantine if another exposure occurs within 90 days after the date of symptom onset from the initial COVID-19 infection and the individual remains asymptomatic.
- Students or staff who are fully vaccinated and not symptomatic are not required to quarantine.
- The district will report cases on a weekly basis at schools through our [COVID-19 tracker](#).

Quarantine Procedures

When a student is identified as a close contact, they will receive a notification letter from the school explaining the procedures.

This includes both the information about when a student is eligible to return, as well as information about how they can continue learning and be counted present while in quarantine or self-isolation. To be counted present, a student must:

- Complete all their assigned work, as assigned in Schoology by their teachers.**
- And parents must verify that the student has participated in all instructional activities.**

Students should be able to access their course information and assignments online through Schoology. MNPS Virtual School will offer remote learning assistance to students.

Parents will fill out attendance form certifying student engaged in schoolwork to be counted as present for those days out of school.

ESSER 3.0 Planning



Overview

- **MNPS allocated \$276 million in ESSER 3.0 funding**
 - \$43 million required to go to Charter Schools
- **\$48.8 million** to be spiraled directly to schools for FY22-23 and FY23-24
 - **\$75,000** baseline funding
 - **\$450** per each economically disadvantaged student
- **\$1.8 million** for district administration
- **48% allocated** to accelerate learning progress (20% required by federal law)

ESSER plans submitted and approved to the Tennessee Department of Education are subject to possible future revisions based on needs identified by the district.

FY21-22 Spiral Examples

- EL endorsements
- PD for staff
- Extended learning opportunities
- Classroom-level educational technology to support instruction
- Instructional materials
- Tutoring
- Reading and math interventionists
- Software to support instruction
- Leadership stipends
- Other instructional positions.

Build Infrastructure

\$67.4M

- Nurses \$10M
- Hotspot Data Plans \$2.8M
- Software to support 1:1 technology \$630K
- Expand Community Achieves \$7M
- Course and Grading Alignment Support \$412
- Technology Support Services \$2.9M
- Strategic Redesign and Sustainable Transformation Support \$1.5M
- Community Support Hubs \$600K
- Student and Teacher Laptops \$18.4M
- Title IX Support Staff \$540K
- Acceleration of Metro Schools Reimagined \$20M
- Indoor Air Quality \$4M
- Transportation \$600,000

Accelerate Academics

\$73.9M

- Promising Scholars and summer experiences \$18M
- Adaptive intervention platforms \$6.6M
- Postsecondary Transition Supports \$400K
- Alternative Learning Center Redesign \$1.7M
- High-Quality Instructional Materials \$17.6M
- Accelerating Scholars: High-Impact Tutoring \$19M
- Schools of Innovation Support \$834K
- Work-Based Learning Support \$175K
- Support for Performing and Visual Arts Education \$4M
- Support for Athletics \$2M
- Numeracy Supports (materials and Learning Acceleration Director) \$1.4M
- Exceptional Education Supports \$1.5M
- Common Assessment Supports \$700K

Every Student Known

\$25.2M

- Advocacy Centers \$2M
- Navigator Support and Data Platform \$360K
- Possip Pulse Checks \$68K
- Restorative Practice Assistants \$6.1M
- Mental Health Supports/Counselors \$9M
- Social Workers \$4.6M
- Transition Coordinator (Exceptional Education) \$350K
- Translation/Interpretation Services \$2.4M
- Student Counseling Coordinator \$300K

Grow Our People

\$13.5M

- PD and Planning Days \$10M
- PD Redesign \$735K
- Hire Forward \$2.8
- Parent University \$1.5M
- Substitute and innovative short-term staffing \$750K

Build Infrastructure

- **Nurses**
- **Hotspot Data Plans**
- **Software to support 1:1 technology**
- **Expand Community Achieves**
- **Course and Grading Alignment Support**
- **Technology Support Services**
- **Strategic Redesign and Sustainable Transformation Support**
- **Student and Teacher Laptops**
- **Title IX Support Staff**
- **Acceleration of Metro Schools Reimagined**
- **Indoor Air Quality**
- **Transportation**

Accelerate Academics

- Promising Scholars and summer experiences
- Adaptive intervention platforms
- Postsecondary Transition Supports
- Alternative Learning Center Redesign
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- Accelerating Scholars: High-Impact Tutoring
- Schools of Innovation Support
- Work-Based Learning Support
- Support for Performing and Visual Arts Education
- Support for Athletics
- Numeracy Supports (materials and Learning Acceleration Director)
- Exceptional Education Supports
- Common Assessment Supports

Every Student Known

- **Advocacy Centers**
- **Navigator Support and Data Platform**
- **Possip Pulse Checks**
- **Restorative Practice Assistants**
- **Mental Health Supports/Counselors**
- **Social Workers**
- **Transition Coordinator (Exceptional Education)**
- **Translation/Interpretation Services**
- **Student Counseling Coordinator**

Grow our People

- **PD and Planning Days**
- **PD Redesign**
- **Hire Forward**
- **Parent University**
- **Substitute and innovative short-term staffing**

Documents and Plan

- **Health and Safety Plan (Considered by Board tonight)**
- **Submitted on website by 8/27**
 - Engagement Checklist
 - Needs Assessment
 - ESSER Public Plan
- **Submit in ePlan by 8/27**
- **Plans can be amended throughout the life of ESSER 3.0 to adjust to changing circumstances or needs**



Celebrating This Week

Aug. 23: Cockrill Elementary

Aug. 24: Cane Ridge Elementary

Aug. 25: Andrew Jackson Elementary

Aug. 26: J.T Moore Middle

Aug. 27: The Academy of Hickory Hollow

**Metropolitan Nashville Public Schools
Sales Tax Collections
As of August 20, 2021**

General Purpose Fund

MONTH	2020-2021 Projection	TOTAL 2020-2021 COLLECTIONS	\$ Change For Month - FY21 Projection	% Change For Month - FY21 Projection	% Increase / Decrease Year To-Date
September	\$10,442,535.28	\$16,063,940.60	\$5,621,405.32	34.99%	34.99%
October	15,728,349.66	17,319,356.16	1,591,006.50	9.19%	21.60%
November	16,130,860.78	18,439,547.58	2,308,686.80	12.52%	18.37%
December	16,817,893.12	19,337,618.23	2,519,725.11	13.03%	16.92%
January	15,566,275.66	18,621,880.27	3,055,604.61	16.41%	16.81%
February	21,347,760.76	26,271,718.18	4,923,957.42	18.74%	17.25%
March	14,841,021.36	18,389,095.77	3,548,074.41	19.29%	17.53%
April	13,731,993.19	16,435,253.89	2,703,260.70	16.45%	17.41%
May	14,800,895.31	22,723,816.20	7,922,920.89	34.87%	19.70%
June	11,832,832.92	22,368,295.83	10,535,462.91	47.10%	22.82%
July	12,549,430.43	23,358,633.50	10,809,203.07	46.27%	25.32%
August	14,571,551.53	24,883,680.63	10,312,129.10	41.44%	26.96%
TOTAL	\$178,361,400.00	\$244,212,836.84	\$65,851,436.84		26.96%

Debt Service Fund

MONTH	2020-2021 Projection	TOTAL 2020-2021 COLLECTIONS	\$ Change For Month - FY21 Projection	% Change For Month - FY21 Projection	% Increase / Decrease Year To-Date
September	\$2,937,010.78	\$4,480,242.54	\$1,543,231.76	34.45%	34.45%
October	4,119,856.66	4,830,378.68	710,522.02	14.71%	55.75%
November	4,235,529.35	5,142,800.73	907,271.38	17.64%	70.70%
December	4,184,356.08	5,393,273.17	1,208,917.09	22.42%	78.92%
January	4,105,799.46	5,193,653.43	1,087,853.97	20.95%	83.60%
February	5,053,412.87	7,327,197.75	2,273,784.88	31.03%	84.39%
March	3,689,870.75	5,128,729.69	1,438,858.94	28.05%	90.16%
April	3,706,814.34	4,583,802.04	876,987.70	19.13%	91.19%
May	4,477,693.06	6,337,685.79	1,859,992.73	29.35%	90.75%
June	4,298,994.80	6,238,530.94	1,939,536.14	31.09%	92.13%
July	4,420,888.47	6,514,736.70	2,093,848.23	32.14%	92.77%
August	4,514,873.37	6,940,073.25	2,425,199.88	34.94%	93.37%
TOTAL	\$49,745,100.00	\$68,111,104.71	\$18,366,004.71		26.96%