



**LAKELAND BOARD OF EDUCATION
BUSINESS MEETING AGENDA
Monday, July 10, 2023, 5:45 PM
Lakeland City Hall / Board Room
10001 Highway 70
Lakeland, TN 38002**

- I. **CALL TO ORDER / CHAIRPERSON'S WELCOME**
- II. **ROLL CALL**
- III. **PUBLIC COMMENT (Limited to two (2) minutes per speaker.)**
- IV. **REPORTS**
 - 1. Legislative Representative Update
 - 2. Superintendent's Report
 - a. Monthly Financial Summary
- V. **APPROVAL OF AGENDA**
- VI. **CONSENT AGENDA**
- VII. **DISCUSSION / ACTION**
 - 1. Approval of Special Called Meeting Minutes: June 05, 2023
 - 2. Approval of Business Meeting Minutes: June 12, 2023
 - 3. Approval to Execute a Contract with Engaged Systems for Centegix Crisis Response System
 - 4. Approval of 23-24 Annual Agenda
 - 5. Approval of 23-24 Professional Development Plan
 - 6. Updates to LSS Facilities Use Agreement
 - 7. Update to 23-24 School Fees List
 - 8. Approval of Update to Policy 1.102 - Board Members
 - 9. Approval of Update to Policy 1.106 - Code of Ethics
 - 10. Approval of Update to Policy 1.400 - School Board Meetings
 - 11. Approval of Update to Policy 1.402 - Notification of Meetings
 - 12. Approval of Update to Policy 1.404 - Appeals to and Appearances Before the Board
 - 13. Approval of Update to Policy 3.202 - Emergency Preparedness Plan
 - 14. Approval of Policy 3.204 - Threat Assessment Team [First Reading]
 - 15. Approval of Update to Policy 3.205 - Security
 - 16. Approval of Update to Policy 4.204 - Summer Instructional Programs
 - 17. Approval of Update to Policy 4.300 - Extracurricular Activities
 - 18. Approval of Update to Policy 4.600 - Grading System
 - 19. Approval of Update to Policy 5.106 - Application and Employment
 - 20. Approval of Update to Policy 5.119 - Employment of Retirees
 - 21. Approval of Update to Policy 5.305 - Family and Medical Leave
 - 22. Approval of Update to Policy 5.307 - Physical Assault Leave
 - 23. Approval of Update to Policy 5.600 - Staff Rights and Responsibilities
 - 24. Approval of Update to Policy 6.200 - Attendance
 - 25. Approval of Update to Policy 6.202 - Home Schools
 - 26. Approval of Update to Policy 6.309 - Zero Tolerance Offenses
 - 27. Approval of Update to Policy 6.313 - Discipline Procedures
 - 28. Approval of Update to Policy 6.319 - Alternative Education
 - 29. Approval of Update to Policy 6.4001 - Student Surveys, Analyses, and Evaluations
 - 30. Approval of Update to Policy 6.402 - Physical Examinations and Immunizations
 - 31. Approval of Policy 6.4052 - Opioid Antagonist [First Reading]
 - 32. Approval of Agreement for Transportation Services with Collierville Schools

- VIII. ANNOUNCEMENTS
- IX. ADJOURNMENT



LAKELAND BOARD OF EDUCATION
SPECIAL CALLED MEETING AGENDA
MONDAY, JUNE 05, 2023, 5:30 P.M.
LAKELAND CITY HALL
10001 HIGHWAY 70, LAKELAND, TN 38002

Chairperson Laura Harrison called a Special Meeting of the Lakeland Board of Education, as the interests of the school system requires it.

The character of business to be discussed and possible action taken at such meeting shall be as follows:

1. Discussion/Action on Board Review of Disciplinary Hearing Authority Decision of May 25, 2023
2. Discussion/Action on Approval of Contract with Moss Carpenter Construction for Various Site Improvements at Lakeland Preparatory School

SPECIAL CALLED MEETING MINUTES

With a quorum present, the meeting was called to order on Monday, June 05, 2023, at 5:30 p.m.

Chair Laura Harrison led in a moment of silence and the Pledge to the Flag.

Chair Laura Harrison, Vice-Chair Jeremy Burnett, Keith Acton, and Michelle Childs were present. Deborah Thomas was absent. Superintendent Horrell and LSS Attorney Eric Plumley were also in attendance.

1. Discussion/Action on Board Review of Disciplinary Hearing Authority Decision of May 25, 2023

Jeremy Burnett made a motion to bring the Disciplinary Hearing Authority Decision of May 25, 2023, to the floor, seconded by Keith Acton.

Superintendent Horrell presented the item to the board.

Jeremy Burnett made a motion to deny the request for a hearing, seconded by Michelle Childs.
Motion carried, voice vote, all in favor (4-0).

Laura Harrison made a motion to affirm the decision of the DHA, seconded by Jeremy Burnett.
Motion carried, voice vote, all in favor (4-0).

2. Discussion/Action on Approval of Contract with Moss Carpenter Construction for Various Site Improvements at Lakeland Preparatory School

Jeremy Burnett made a motion to bring the Contract with Moss Carpenter Construction for Various Site Improvements at Lakeland Preparatory School to the floor, seconded by Laura Harrison.



LAKELAND BOARD OF EDUCATION
SPECIAL CALLED MEETING AGENDA
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Mike Terry with Renaissance Group was present to address the board. The contract in the amount of \$2,235,476.00 was presented for approval.

When the question was called, the Contract with Moss Carpenter Construction for Various Site Improvements at Lakeland Preparatory School was approved as presented. ***Voice vote, all in favor (4-0).***

There being no other business to consider, Laura Harrison moved to adjourn the meeting, seconded by Jeremy Burnett. ***Motion carried, voice vote, all in favor (4-0).***

The meeting was adjourned at 5:44 p.m. on Monday, June 05, 2023.

These minutes were approved on Monday, July 10, 2023.

Laura Harrison, Chair

Dr. Ted Horrell, Superintendent

ATTEST:

Jessica Millspaugh, Board Secretary



**LAKELAND BOARD OF EDUCATION
BUSINESS MEETING MINUTES
Monday, June 12, 2023, 5:45 PM
Lakeland City Hall / Board Room
10001 Highway 70
Lakeland, TN 38002**

I. CALL TO ORDER / CHAIRPERSON'S WELCOME

With a quorum present, the meeting was called to order on Monday, June 12, 2023, at 5:45 PM, by Vice-Chair Jeremy Burnett. Jeremy Burnett led a moment of silence and led the Pledge to the Flag.

II. ROLL CALL

Attendance Taken at 5:46 PM.

Deborah Thomas:	Present
Keith Acton:	Absent
Michelle Childs:	Present
Laura Harrison (Chair):	Absent
Jeremy Burnett (Vice-Chair):	Present

Superintendent Horrell and LSS Board Attorney Eric Plumley were also in attendance.

III. PUBLIC COMMENT (Limited to two (2) minutes per speaker.)

No comments.

IV. REPORTS

1. Legislative Representative Update

Legislative Representative Michelle Childs stated that no report was available as the General Assembly was not in session.

2. Superintendent's Report

Superintendent Horrell reported on various administrative items:

- Recognition of high school athletes
- Update on widening of on-campus soccer field, pedestrian path to the annex, and additional parking at the annex

3. Financial Summary

Superintendent Horrell presented the financial summaries to the board for review and answered any questions.

- April 2023 Financial Summary**
- May 2023 Financial Summary**

V. APPROVAL OF AGENDA

Deborah Thomas moved to approve the agenda as presented, seconded by Michelle Childs. **Motion carried.**



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Burnett (Vice-Chair): Aye
Childs: Aye
Thomas: Aye

VI. **DISCUSSION / ACTION**

Without objection, the rules were suspended and Superintendent Horrell was given the floor to recognize the high school athletes and coaches who were in attendance at the meeting for their outstanding achievements, including qualifying for state tournaments in their inaugural year. Recognition was given to the high school girls soccer team and members of the high school cross country, high school wrestling, and high school swim teams.

1. **Contract for Superintendent Dr. W. Edward Horrell, III**

Deborah Thomas moved to to bring the item to the floor for discussion, seconded by Michelle Childs. **Motion carried.**

Burnett (Vice-Chair): Aye
Childs: Aye
Thomas: Aye

When the question was called, the contract was approved as presented. ***Voice vote, all in favor.***

VII. **CONSENT AGENDA**

1. **Approval of Meeting Minutes - May 08, 2023, 5:45 p.m.**
2. **Approval of Update to Policy 5.303 - Personal and Professional Leave**
3. **Approval of Update to Policy 5.310 - Vacations & Holidays**
4. **Approval of Update to Policy 6.313 - Discipline Procedures**
5. **Approval of Curriculum Materials**
6. **Approval of FY 23-24 Budget Amendments (06/23)**
7. **Approval of 22-23 Charge Offs of Cafeteria Accounts**
8. **Approval of FY 23-24 IDEA/ESEA Consolidated Funding Application**
9. **Approval of Superintendent's Surety Bond in the Amount of \$549,348**

Deborah Thomas moved to approve the items on Consent Agenda as presented, seconded by Michelle Childs. **Motion carried.**



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Burnett (Vice-Chair): Aye
Childs: Aye
Thomas: Aye

VIII. DISCUSSION / ACTION

1. Approval of Update to Policy 4.301 - Interscholastic Athletics

Deborah Thomas moved to approve the update to Policy 4.301 - Interscholastic Athletics as presented, seconded by Michelle Childs. **Motion carried.**

Burnett (Vice-Chair): Aye
Childs: Aye
Thomas: Aye

2. Approval of Update to Policy 4.600 - Grading System

Jeremy Burnett (Vice-Chair) moved to table the update to Policy 4.600 - Grading System until the July 2023 meeting, seconded by Michelle Childs. **Motion tabled.**

Burnett (Vice-Chair): Aye
Childs: Aye
Thomas: Aye

3. Updates to LSS Facilities Use Agreement

Deborah Thomas moved to table the update to the LSS Facilities Use Agreement until the July 2023 meeting, seconded by Jeremy Burnett (Vice-Chair). **Motion tabled.**

Burnett (Vice-Chair): Aye
Childs: Aye
Thomas: Aye

IX. ANNOUNCEMENTS

X. ADJOURNMENT

There being no other business on which to take action, Deborah Thomas moved to adjourn the meeting, seconded by Michelle Childs. **Motion carried.**

Burnett (Vice-Chair): Aye
Childs: Aye
Thomas: Aye



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BUSINESS MEETING MINUTES
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**The meeting was adjourned at 6:13 PM on Monday, June 12, 2023.
These minutes were approved on Monday, July 10, 2023.**

Laura Harrison, Chair

Dr. Ted Horrell, Superintendent

ATTEST:

Jessica Millspaugh, Board Secretary



Centegix Certified Partner

Quote

Submitted on: 6/16/2023
Valid 45 days

Bill To:
Lakeland School System
10001 Highway 70
Lakeland, TN 38002

TIPS CONTRACT # 210902
Ship To (if different):
Lakeland School System
10001 Highway 70
Lakeland, TN 38002

Quote #
LSS-TN-61423
Terms (Years)

3

Location	Sites	Annual Rate (Per Site)	Term Rate (Per Site)	Amount
ALL SITES - DISTRICT WIDE IMPLEMENTATION	2			
Lakeland Elementary School	1	\$13,000.00	\$39,000.00	\$39,000.00
Lakeland Preparatory School	1	\$16,000.00	\$48,000.00	\$48,000.00
Setup & Installation (one-time)	2		\$5,000	\$10,000
Implementation (one-time)	2		\$2,500	\$5,000
Shipping (one-time)	2		\$400	\$800
Cellular Wireless Backup (Self-Install)	2		\$500	\$1,000
On-Site Training (one-time)	2		\$1,000	\$2,000

NOTES:
Quote includes site mapping and training, along with software licensing and hardware warranty based on the term selected.

Grand Total	\$105,800
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Annual contract will renew after the selected term expires at CENTEGIX then current pricing.

Centegix will invoice based on the following billing milestones:

- \$23,900 due upon the PO date/order date
- \$23,900 due upon 90 days PO date/order date
- \$29,000 due on the anniversary date each year for years 2-3
- All invoices are payable on Net 30 terms.

The remaining fees will be invoiced annually upon the anniversary date.

Amounts do not include local, state or federal taxes. If you are tax exempt, please provide a tax exempt form otherwise sales tax will be charged.



Lakeland Board of Education

2023-2024

Annual Agenda

JULY

- Approval of Annual Agenda (Board Policy 1.403)
- Approval of Professional Development Plan

AUGUST

- Approval of Outstanding Purchase Orders for School Activity Funds
- Approval of School Support Organization Cooperative Agreements
- Review Board Evaluation
- Review TSBA Resolutions (if applicable)

SEPTEMBER

- Discuss TSBA Leadership Conference
- Discuss TSBA Annual Convention/Delegate Assembly
- Review of Emergency Preparedness Plan
- Legislative Agenda Preliminary
- Internet Safety Measures Presentation
- Review Policy Manual: Section 1

OCTOBER

- Finalize/Present Board Evaluation
- Approval of State LEA Compliance Report
- Appointment of TSBA Delegate Assembly Representatives
- Review Policy Manual: Section 3

NOVEMBER

- Discuss TSBA Legislative and Legal Institute (Check board calendar, poll board)
- Elect Legislative Representative (Policy 1.200)
- Board Approval of Textbook Adoption Committee Members
- Tenure Recommendations to the Board (Policy 5.117)
- Review Policy Manual: Section 4

DECEMBER

- Tenure Reception
- Update Status of Strategic Plan with Milestones
- Review/Update 5-Year Strategic Plan
- Standing Committee Appointments (Policy, Ethics, Hearing Officers, etc.)
- Assessment of Facilities Planning for Next Year (Policy 3.208)
- SCOPE Conference Applications

JANUARY

- Finalize TSBA Legislative and Legal Institute (Headcount, Book Hotel Rooms)
- Elect School Board Chairman & Vice Chairman (Policy 1.200)
- Adopt Budget Calendar
- Signing of Code of Ethics by Board
- Collect Volunteer of the Year / Student of the Year / Student Volunteer of the Year Nominations
- Disclosure of Statement of Interest
- Review Policy Manual: Section 2

FEBRUARY

- School Board Appreciation Dinner
- Legislative Agenda (New Items)
- Review Policy Manual: Section 5 (First Half)

MARCH

- Review Policy Manual: Section 5 (Second Half)

APRIL

- Approval of Budget
- Approval of Salary Schedules & Stipend Schedules / New Job Descriptions
- List of Items to Be Surplussed
- Board Approval of Textbook Adoption Committee Recommendation
- Submission of Stockpiled Days Application
- Board Approval of TSBA Volunteer of the Year / Student of the Year / Student Volunteer of the Year
- Review Superintendent Evaluation
- Review Policy Manual: Section 6 (First Half)

MAY

- Retiree Recognition
- Adopt Official School Calendar (Policy 1.800)
- Board Approval of School Fees
- Board Approval of Textbook Fines
- Approval of Textbook Recommendations
- Approval of Annual School Board Meetings Dates
- Approval of Internal Control Manual
- Approval of UGG Manual
- Approval of Annual Nutrition Form (Local Ag Plan)
- Review Schedule of Fees (Policy 3.206)
- Review Policy Manual: Section 6 (Second Half)

JUNE

- Approval of Interlocal Agreements (If necessary)
- Charge Offs of Cafeteria Accounts
- Approval of Protected Reading List
- Approval of Superintendent's Surety Bond
- Finalize/Present Superintendent Evaluation



Professional Development Plan 2023-24

Professional Learning is the means by which teachers, administrators, and other school system employees acquire, enhance, or refine the knowledge, skills and commitment necessary to create and support high levels of learning for all students. Professional Development is on-going training conducted at the school level. According to TN State Law 49-6-3004, a minimum of 5 days must be devoted to in-service education or professional learning each annual calendar year.

PD Days

July 27-28, 2023

July 31, 2023

August 2-3, 2023

November 20-21, 2023 (Flex Days)

December 18-19, 2023 (Flex Days)

February 29, 2024

3 Areas of Focus

1. State Assessment Design and Backwards Planning
2. Reading/Language Arts and Math Intervention
3. Professional Learning Communities

Each area will be covered during In-service week, weekly PLCs, and/or Professional Development Days. Learning will be facilitated by the Principal, Assistant Principals, Interventionist, Instructional Supervisors, School Psychologist, Instructional Technology Specialists, and Teachers teaching Teachers.

Hours

Teachers will accrue 70 hours of professional development during the school year. Additional ongoing PD will be presented at faculty meetings. Also, additional PD hours will be required of new teachers and teachers whose evaluations indicate the need for ongoing support.



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LAKELAND SCHOOL SYSTEM
ADMINISTRATIVE GUIDELINES
Revised June, 2023

USE OF DISTRICT FACILITIES

RULES REGARDING USE OF FACILITIES

These rules set forth the policy governing the use of and access to all buildings and/or grounds (School Facilities) of the Lakeland School System (LSS) other than for normal school purposes. For purposes of these rules, “normal school purposes” includes building and/or district wide activities of **Board approved school support groups, such as PTO/PTAs and booster clubs**, which have been approved by the LSS administration and/or Board.

CONTRACT NECESSARY FOR USE OF SCHOOL FACILITIES

Individuals, groups and organizations wishing to use School Facilities **outside of “normal school purposes”** must enter into an agreement with LSS. Application and agreement forms are found at the end of this document. Use of School Facilities shall be allowed only when an application and agreement have been properly executed by the sponsoring group or organization and approved by the Superintendent or his/her designee. All forms and payments must be submitted fourteen (14) business days prior to the event/activity.

BASIC REQUIREMENTS

These basic requirements are applicable to the use of School Facilities.

- A. **Age, Affiliation, and Responsibility of Applicant:** To be considered, the application and agreement for the use of School Facilities must be signed by an adult who is at least eighteen (18) years of age and who is a member of the requesting group or organization. The adult signing the agreement (the “Designated Responsible Individual”) shall acknowledge responsibility for the group or organization using the School Facility as provided herein. By signing the agreement, the adult shall agree that he/she shall be present at all times while the group or organization is using the School Facility or that one or more of the adults listed in the agreement shall be present while the School Facility is in use by the group or organization.
- B. **Insurance Obligations:** As a condition of the agreement, the following may be required:
 1. **Liability Insurance** – The Superintendent or his/her designee will require that a renter obtain commercial general liability insurance with LSS named in the policy as additional insured. A copy of the Certificate of Insurance and Additional Insured Endorsement must be provided to LSS. The amount of insurance required is



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\$1,000,000 per occurrence, \$1,000,000 general aggregate, and \$300,000 damage to rented premises each occurrence.

- C. **Indemnification:** The individual, group, or organization using the School Facilities and the designated responsible individual jointly and severally shall indemnify and hold LSS harmless from any and all claims and liability arising out of or related to such usage, including, but not limited to, claims and liabilities for negligence and strict liability in tort, and from all costs and expenses, including, but not limited to, attorneys' fees incurred as a result of such claims or liabilities, except where such claims or liabilities result solely and proximately from the negligence of LSS.
- D. **Inspection:** An LSS employee shall inspect the condition of the School Facilities before and after the use of the School Facilities by any individual, group or organization and note any damage, loss or injury in writing.
- E. **Release of Liability:** The Designated Responsible Individual shall agree to examine the School Facilities and accept same in the condition they then exist and on behalf of himself or herself and the using group or organization to release the Board, its members and employees from any damage, loss, or injury arising as a result of the use of the facilities.
- F. **Notice of Dangerous Conditions:** The Designated Responsible Individual shall agree:
1. To notify, in writing, the Chief of Operations of the discovery of any dangerous conditions that exist or develop in or on the School Facilities, and immediately upon such discovery,
 2. Shall cease any usage which could result in damage to person or property.
- G. **Prohibition of Alcoholic Beverages, Drugs, and Tobacco:** No person shall be allowed in or on school property who has on his person any narcotic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, or intoxicant of any kind. Use of a drug authorized by medical prescription shall not be considered a violation of this rule. The use of tobacco in any form while within any school property is not permitted; this prohibition includes, but is not limited to, the use of tobacco products on school grounds at public functions, including athletic fields and stadiums. Students are not permitted to smoke, use, or possess tobacco products in school buildings and/or on school grounds at any time.
- H. **Speakers at Meetings:** Speakers at meetings and the subject of the speech shall be described in the written application. Any speaker who is not officially connected with LSS must be approved by the Superintendent or his/her designee as part of the rental agreement. The character of speakers and any entertainment shall be of a standard which is acceptable for presentation in a public school environment.



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- I. **Custodial Coverage:** Custodial coverage is required for use of the Facilities by any outside group. Otherwise, you will be responsible for leaving the facility in the same condition it was prior to the event. Additional fees may be charged in the event custodial services are not properly provided by the group using the facilities.
- J. **Specification of Hours for Facility Use:** The specific hours and dates for the use of School Facilities must be set forth in the written application and agreement. This requirement includes the time(s) necessary for the preparation of the Facilities, the receipt of any deliveries of equipment and supplies, the actual opening and closing of the Facilities for the event, and the required time for cleanup and departure of people. Such hours and dates shall be subject to the approval of the Superintendent or his/her designee. In making these decisions, the Superintendent or his/her designee will take into account the needs of the entire community. The School Facilities shall **not** generally be available for use by the public **during days and hours in which school is in session.** ~~daily, 6:30 a.m. to 11:00 p.m., providing the Superintendent or his/her designee determines that there is no conflict with school activities and that it is not necessary to incur special costs to make the School Facilities available.~~ Approval of requests for use of the School Facilities on weekends and school holidays will also be contingent upon the availability of staff. All rental and leasing activities will be considered canceled on days when the School Facilities are closed because of either emergency conditions or hazardous weather.
- K. **Responsibility for Physical Care and Security of School Facilities:** After a School Facility is used; the group or organization using it and the Designated Responsible Individual shall be jointly and severally responsible for returning it to its normal condition, ready for school use. This responsibility includes cleaning up any debris and returning furniture, equipment, and materials back to their original condition and arrangement. No alterations, additions, or changes to a School Facility will be permitted without the approval of the Superintendent or his/her designee. The sponsoring group or organization and the Designated Responsible Individual shall be jointly and severally responsible for and shall pay for any damage to any School Facilities or other property. The presence of school employees on duty does not relieve such responsibility. Fees may also be charged to the group or organization if LSS must pay a security officer, supervisor, or any other employee to be in attendance at the School Facilities. The Superintendent or his/her designee may also require police for control of crowds and traffic and charge the cost to the sponsoring group or organization
- L. **Use of Specific Equipment and/or Facilities:** The use of specific equipment such as stage lights, kitchen facilities, movie projectors, and the like must be requested and approved in advance. A cafeteria worker must be present when a kitchen is used. Likewise, school technicians (stage crew) must be assigned to operate stage equipment. Personnel costs will be assessed per the rates listed in the fee schedule.
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- M. **Financial Charges for Use of Facilities:** LSS has established a fee schedule for the use of School Facilities in accordance with Tennessee Law. Fees for the use of School Facilities under Rental and Lease Agreements shall be in accordance with the fee schedule or as determined by the Superintendent or his/her designee. The rental payment for the lease of School Facilities under a Lease Agreement will be subject to the approval of the Board. Unless otherwise provided in the Rental Agreement or the Lease Agreement, all fees and payments will be due and payable prior to the use of the Facilities. Upon approval of the Agreement, any excess payment will be refunded, while any shortage will be payable after the event and will be the responsibility of the renter. Notice of cancellation must be received at least three (3) calendar days prior to the use of the facility. The Superintendent or his/her designee shall evaluate fees for the use of the School Facilities periodically. Normally, fees will be higher for outside groups or organizations (as defined in the "Priorities for Use of Facilities" listed below). The rental fee can include custodial services, security services, supervision, or police, as needed. Charges will be according to the rates established in the fee schedule for school personnel and according to actual costs for non-school personnel. The fee schedule will be made available as a part of the rental application, which can be found online. The Superintendent or his/her designee shall have the authority to waive or reduce any fee for any community, city, or school-sponsored group or organization if there are appropriate circumstances that warrant such consideration.
- N. **Revocation of Right to Use:** Except as may be provided in the Rental Agreement, LSS may revoke the right to use School Facilities at any time with or without notice.
- O. **Other Requirements, Rules, and Regulations:** The Superintendent or his/her designee may require special terms, conditions, and rules in any Rental Agreement or Lease Agreement if in his/her opinion such terms and conditions are necessary to protect School Facilities and/or the LSS's relationship with the community. Situations that are substantially outside the scope and intent of this rule shall be submitted to LSS for its consideration.
- P. **Consequences for Noncompliance:** Any unsatisfactory experience with a particular sponsoring individual, group, or organization shall be adequate reason for refusing future application for use of School Facilities. This shall include, but not be limited to, poor care of a Facility, unpaid fees, and/or unpaid damages. Furthermore, any person who enters any of the School Facilities at any time when they are not open for use under the rules or regulations of LSS may thereafter be denied the privileges of using all School Facilities.



GUIDELINES GOVERNING APPROVAL/DISAPPROVAL OF APPLICATIONS

In addition to the Basic Requirements defined above, the following guidelines shall apply when considering requests for the use of School Facilities.

- A. **Priorities for Use of Facilities:** Priorities shall be established for the kinds of groups that have first consideration in using specific School Facilities for a specific date, within any category of activities listed below. However, the general practice will be to grant contracts for the use of School Facilities on a "first come, first served" basis. It is ultimately the decision of LSS in which group category you are classified and the fees you are responsible for.

LSS Rental Group Categories

Group 1: Definition: Curricular and Co-curricular functions that are either related to the curriculum or directly sponsored by LSS. The exclusive purpose of these groups is to support the programs of LSS. (NO CHARGE FOR THESE GROUPS)

Examples: Capstone projects, theatre, band and choral groups, interscholastic athletics, intramural athletics, clubs related to curricular activities, employee/school support groups, student government, booster groups, PTO groups, school social functions, SACC.

Group 2: Definition: City or School supported activities whose activities are student and/or community related and benefit LSS and/or the City of Lakeland. (NO CHARGE FOR THESE GROUPS)

Examples: City of Lakeland Parks and Rec, City of Lakeland Adult Education Programs, City of Recreational Activities, City of Lakeland Government, Sports, and Activities.

Group 3: Definition: A non-profit community group whose benefits go to charity, community projects, or school projects. Their primary purpose is to serve the community with worthwhile educational, civic, or charitable activities.

Examples: Scouting groups, Church groups, Charity organizations

B. **Religious or Political Uses of Facilities:**

1. Use of Facilities by Churches and Synagogues. Churches and Synagogues may rent School Facilities for worship and religious education.
2. Use of Facilities for Religious Activities. (See Board policy regulation).



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3. Use of Facilities for Citizens' Assemblies and Political Meetings. The School Facilities may be used to hold meetings of electors to discuss public questions and issues. When the Facilities are made available for use by a group of one political or social persuasion, they will also be made available for the group's counterpart.

Political meetings for the discussion of public questions and issues may not be scheduled during school hours. No facility charge is to be made for such use. Any organization or group of citizens permitted to use the properties shall be responsible for any damages done by them over and above the ordinary wear, and shall, if required, pay the actual expenses incurred such as janitor service, light, and HVAC.

- C. **Compliance with City Code and Zoning Regulations:** Groups and organizations wishing to use School Facilities will be responsible for compliance with permitted principal, conditional, and accessory uses for school facilities as defined in City zoning provisions. Likewise, applying groups and organizations are responsible for compliance with all applicable City code provisions.
- D. **Use of Screening Factors:** In addition to the basic contract requirements and the above guidelines, the Superintendent or his/her designee may consider any one or more of the following factors in approving or disapproving an application for the use of Facilities:
1. principal or his/her designee's approval
 2. source(s) of financial support
 3. proposed use of facility
 4. special accommodations required
 5. modification of existing facility
 6. potential for extraordinary or unusual activities or users
 7. "typical" user of facility
 8. compatibility with other programs at desired facility
 9. meeting an unmet community need
 10. hazardous conditions or substances
 11. erection of signs and notices
 12. amount of desired space
 13. desired date of occupancy
 14. length of contract desired
 15. projected number using facility
 16. traffic volume and parking requirements
 17. input from coaches, boosters, and groups that invest in and/or maintain the facilities
 18. other factors not herein listed but of sufficient merit to be included



**LAKELAND SCHOOL SYSTEM
10001 HIGHWAY 70
LAKELAND, TENNESSEE 38002**

LSS Facility Rental Use Fees

FACILITY	GROUP 1 HOURLY FEE	GROUP 2 HOURLY FEE	GROUP 3 HOURLY FEE
Cafeterias			
Elem/Middle Schools - with kitchen	N/C	N/C	\$50.00
Elem/Middle/High Schools – without kitchen	N/C	N/C	\$25.00
Gymnasiums			
Elem/Middle Schools	N/C	N/C	\$50.00
High School	N/C	N/C	N/A
Athletic Fields			
Football Stadium	N/C	N/C	N/A
Other Athletic Fields	N/C	N/C	N/A
Specialty & Regular Classroom Spaces			
Music, Art, & Computer Rooms	N/C	N/C	\$50.00
Regular Classrooms	N/C	N/C	\$25.00
Misc. Spaces	N/C	N/C	N/A

*******ADDITIONAL CHARGES FOR AFTER HOURS AND/OR SPECIAL SERVICES*******

Monday-Saturday Plant Manager/Supervisor Fee; Pre-Event or Post-Event inspections and/or work.	Add \$40.00/hr to each rental rate above
Sunday Plant Manager/Supervisor Fee	Add \$60.00/hr to each rental rate above
Food Service Personnel (per person)	Add \$50.00/hr to each rental rate above
Other personnel and equipment as requested	Additional charges may apply based on request

*****Additional Fees for extensive set-up and/or cleanup may be assessed*****



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LAKELAND SCHOOL SYSTEM FACILITY USE INSURANCE REQUIREMENT

The **LEASEE** shall purchase and maintain the insurance outlined below to provide protection from the **LEASEE'S** negligent acts. The **LEASEE** shall provide this insurance as required by the facility usage agreement. The negligence by any subcontractor, or by anyone directly or indirectly employed by any of them, shall be considered a negligent act of the **LEASEE**.

- **Commercial General Liability in the amount of \$1,000,000 per occurrence, \$1,000,000 general aggregate, and \$300,000 damage to rented premises each occurrence.**
- **The Lakeland School System must be named Additional Insured and this must be noted on the Certificate of Insurance. A copy of the Additional Insured Endorsement must also be provided.**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- **All Certificates shall be issued with an Insurance Company (or Companies) maintaining an AM Best Rating of A- or better and a Financial Size of IX or greater. All Insurance Companies shall be authorized to conduct business in The State of Tennessee.**

My signature below indicates that our company agrees that the **LEASEE** shall maintain the above insurance during the entire term of the lease agreement.

FOR THE LEASEE

FOR LSS

Authorized Representative Signature

Authorized Representative Signature

Title

Title

Date

Date



LAKELAND SCHOOL SYSTEM
10001 HIGHWAY 70
LAKELAND, TENNESSEE 38002

AGREEMENT FOR USAGE OF LAKELAND SCHOOL SYSTEM FACILITIES

The Lakeland School System (LSS), and the

_____ (“Organization”) and

_____ (“Designated Responsible Individual”)

agree as follows:

1. Permit to Use School Facilities: Upon the approval of the application submitted by the Organization and the Designated Responsible Individual, LSS, without further action, grants permission to use the school facilities (“Facilities”) as described below. This agreement governs the use of the Facilities by the Organization and the Designated Responsible Individual.

School Facilities: _____

Date(s): _____

Time(s): _____

2. Rules Regarding Use of School Facilities: The Use of the Premises is subject to the Rules Regarding Use of Facilities (“Rules”) The Organization and Designated Responsible Individual agree to the terms of the Rules. **Please note: All rental and leasing activities will be considered cancelled on days when the schools are closed because of either emergency conditions or hazardous weather.**

3. Payment of Fees: The fees for the use of the Facilities will be those fees specified in the Rules and itemized in an invoice that will be provided upon approval of the application. Payment will be due within fourteen (14) days of the event. Any excess payment will be refunded, while any shortage will be billed at the completion of the event and is the responsibility of the renter. Notice of cancellation must be received at least three (3) calendar days prior to the rental.

4. Responsibility: The Designated Responsible Individual acknowledges responsibility for the Organization using the Facilities. By signing this Agreement, the Designated Responsible Individual agrees that he/she shall be present at all times while the Organization is using the Facilities or that one or more of the adults listed below shall be present while the Facilities are in use by the Organization. Adults who shall be present:



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10001 HIGHWAY 70
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5. Insurance Obligation: The Organization, **unless notified by the District**, will be required to maintain commercial general liability insurance. The Organization or Designated Individual will maintain commercial general liability insurance insuring it and the Board, its members, employees, and agents against all claims, demands, and expenses sustained as a result of any claims related to the use of the Facilities with limits prescribed by LSS.

6. Indemnification: The Organization and the Designated Responsible Individual, jointly and severally, will indemnify and hold the Board and its members, employees, and agents harmless from any and all claims and Office of Operations 10001 Highway 70; Lakeland, TN 38002 Phone: 901-867-5412 Fax: 901-867-2063 liabilities arising out of or related to use of the Facilities by the Organization or the Designated Responsible Individual, including but not limited to claims and liabilities for negligence and strict liability in tort, and from all cost and expenses, including but not limited to attorneys' fees, incurred as a result of such claims or liabilities.

7. Revocation of Right to Use Facilities: The District may revoke the right to use the Facilities at any time with or without notice. A refund, minus any costs and/or fees incurred, will be made.

8. Joint and Several Responsibility: The Organization and the Designated Responsible Individual will be jointly and severally responsible and liable for: (a.) paying for any damages to the Facilities or other school property resulting from or related to the use of the Facilities by the Organization or the Designated Responsible Individual, (b.) payment of all fees associated with such use of the Facilities; and (c.) returning the Facilities to its normal condition, ready for school use, including cleaning up any debris and returning furniture, equipment, and materials back to their original condition and arrangement.

9. Prohibition of Alcoholic Beverages, Drugs, and Tobacco: No person who has any narcotic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, or intoxicant of any kind shall be allowed in or on school facilities, unless the use of such drug is authorized by a medical prescription. In addition, no person shall be permitted to use tobacco in any form while within any school facility or on school grounds, including athletic fields and stadiums.

10. Notice of Dangerous Conditions: The Designated Responsible Individual agrees: (a.) to notify, in writing, the Chief of Operations of the discovery of any dangerous conditions that exist or develop in or on the Facilities immediately upon such discover; and (b.) immediately to cease any usage of Facilities which could result in damage to person or property.

11. Release of Liability: The Designated Individual agrees to examine the School Facilities and accept same in the condition they then exist and on behalf of him/herself and the



**LAKELAND SCHOOL SYSTEM
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Organization release the Board, its members and employees from any damage, loss, or injury arising as a result of the use of the Facilities.

12. Background Check: The undersigned hereby acknowledges that it is aware of the provision of Tennessee Code Annotated §49-5-413 requiring the background check of any employee or subcontractor that works on school grounds at any time when students are present, and prohibiting any person with a history of the criminal offenses cited in the statute from working on a school campus during such times. The undersigned hereby certifies that it has, and will, at all times comply with the provisions of this statute while utilizing LSS facilities.

13. Entire Agreement: This document constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and communications with respect to such subject matter.

The undersigned acknowledge that they have read this Agreement, fully understand its provisions and binding effect, and agree to abide by its terms.

Signature: _____, Representative of Organization

Printed Name _____ Date: _____

Signature: _____, Designated Responsible Individual

Printed Name _____ Date: _____

Signature: _____, Superintendent/Designee

Printed Name _____ Date: _____



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**ASSUMPTION OF RISK AND RELEASE FOR ACTIVITIES HELD ON PROPERTY OF THE
LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION**

In consideration of my child/ward being permitted to participate in the Athletic/Activity Program conducted by the _____ at _____
(Name of School)

I, as parent and guardian of the participating child, do hereby agree to assume all the risks and responsibilities relative thereto.

I hereby represent to the Lakeland School System that the child is capable of participating in this activity and understand that participants are strongly encouraged to consult a physician prior to any participation.

I hereby recognize the risks of illness and injury inherent in any activity based program, and the child's participating upon the express agreement and understanding that I do for myself, the child, my heirs, and personal representatives agree to defend, hold harmless, indemnify, release and forever discharge the Lakeland School System, its respective officers, agents, representatives and employees from and against any and all rights, claims, demands, and actions or causes of action, including attorney's fees and court costs on account of damage to personal property, personal injury, or death which may result from the child's participation in this athletic/activity program.

By my signature below, I hereby confirm my understanding of this release statement holding the Lakeland School System harmless, and acknowledge that they do not carry health and accident insurance to cover participants of this program and that participants are strongly encouraged to obtain full insurance coverage prior to participation in the Program.

_____/_____
Signature of Parent/Guardian Date

_____/_____
Name of Child Age

THIS FORM MAY BE DUPLICATED IF NECESSARY



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LAKELAND SCHOOL SYSTEM
ADMINISTRATIVE GUIDELINES
Revised June, 2023

USE OF DISTRICT FACILITIES

RULES REGARDING USE OF FACILITIES

These rules set forth the policy governing the use of and access to all buildings and/or grounds (School Facilities) of the Lakeland School System (LSS) other than for normal school purposes. For purposes of these rules, “normal school purposes” includes building and/or district wide activities of **Board approved school support groups, such as PTO/PTAs and booster clubs**, which have been approved by the LSS administration and/or Board.

CONTRACT NECESSARY FOR USE OF SCHOOL FACILITIES

Individuals, groups and organizations wishing to use School Facilities **outside of “normal school purposes”** must enter into an agreement with LSS. Application and agreement forms are found at the end of this document. Use of School Facilities shall be allowed only when an application and agreement have been properly executed by the sponsoring group or organization and approved by the Superintendent or his/her designee. All forms and payments must be submitted fourteen (14) business days prior to the event/activity.

BASIC REQUIREMENTS

These basic requirements are applicable to the use of School Facilities.

- A. **Age, Affiliation, and Responsibility of Applicant:** To be considered, the application and agreement for the use of School Facilities must be signed by an adult who is at least eighteen (18) years of age and who is a member of the requesting group or organization. The adult signing the agreement (the “Designated Responsible Individual”) shall acknowledge responsibility for the group or organization using the School Facility as provided herein. By signing the agreement, the adult shall agree that he/she shall be present at all times while the group or organization is using the School Facility or that one or more of the adults listed in the agreement shall be present while the School Facility is in use by the group or organization.
- B. **Insurance Obligations:** As a condition of the agreement, the following may be required:
 1. **Liability Insurance** – The Superintendent or his/her designee will require that a renter obtain commercial general liability insurance with LSS named in the policy as additional insured. A copy of the Certificate of Insurance and Additional Insured Endorsement must be provided to LSS. The amount of insurance required is



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\$1,000,000 per occurrence, \$1,000,000 general aggregate, and \$300,000 damage to rented premises each occurrence.

- C. **Indemnification:** The individual, group, or organization using the School Facilities and the designated responsible individual jointly and severally shall indemnify and hold LSS harmless from any and all claims and liability arising out of or related to such usage, including, but not limited to, claims and liabilities for negligence and strict liability in tort, and from all costs and expenses, including, but not limited to, attorneys' fees incurred as a result of such claims or liabilities, except where such claims or liabilities result solely and proximately from the negligence of LSS.
- D. **Inspection:** An LSS employee shall inspect the condition of the School Facilities before and after the use of the School Facilities by any individual, group or organization and note any damage, loss or injury in writing.
- E. **Release of Liability:** The Designated Responsible Individual shall agree to examine the School Facilities and accept same in the condition they then exist and on behalf of himself or herself and the using group or organization to release the Board, its members and employees from any damage, loss, or injury arising as a result of the use of the facilities.
- F. **Notice of Dangerous Conditions:** The Designated Responsible Individual shall agree:
1. To notify, in writing, the Chief of Operations of the discovery of any dangerous conditions that exist or develop in or on the School Facilities, and immediately upon such discovery,
 2. Shall cease any usage which could result in damage to person or property.
- G. **Prohibition of Alcoholic Beverages, Drugs, and Tobacco:** No person shall be allowed in or on school property who has on his person any narcotic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, or intoxicant of any kind. Use of a drug authorized by medical prescription shall not be considered a violation of this rule. The use of tobacco in any form while within any school property is not permitted; this prohibition includes, but is not limited to, the use of tobacco products on school grounds at public functions, including athletic fields and stadiums. Students are not permitted to smoke, use, or possess tobacco products in school buildings and/or on school grounds at any time.
- H. **Speakers at Meetings:** Speakers at meetings and the subject of the speech shall be described in the written application. Any speaker who is not officially connected with LSS must be approved by the Superintendent or his/her designee as part of the rental agreement. The character of speakers and any entertainment shall be of a standard which is acceptable for presentation in a public school environment.



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-
- I. **Custodial Coverage:** Custodial coverage is required for use of the Facilities by any outside group. Otherwise, you will be responsible for leaving the facility in the same condition it was prior to the event. Additional fees may be charged in the event custodial services are not properly provided by the group using the facilities.
- J. **Specification of Hours for Facility Use:** The specific hours and dates for the use of School Facilities must be set forth in the written application and agreement. This requirement includes the time(s) necessary for the preparation of the Facilities, the receipt of any deliveries of equipment and supplies, the actual opening and closing of the Facilities for the event, and the required time for cleanup and departure of people. Such hours and dates shall be subject to the approval of the Superintendent or his/her designee. In making these decisions, the Superintendent or his/her designee will take into account the needs of the entire community. The School Facilities shall **not** generally be available for use by the public **during days and hours in which school is in session.** ~~daily, 6:30 a.m. to 11:00 p.m., providing the Superintendent or his/her designee determines that there is no conflict with school activities and that it is not necessary to incur special costs to make the School Facilities available.~~ Approval of requests for use of the School Facilities on weekends and school holidays will also be contingent upon the availability of staff. All rental and leasing activities will be considered canceled on days when the School Facilities are closed because of either emergency conditions or hazardous weather.
- K. **Responsibility for Physical Care and Security of School Facilities:** After a School Facility is used; the group or organization using it and the Designated Responsible Individual shall be jointly and severally responsible for returning it to its normal condition, ready for school use. This responsibility includes cleaning up any debris and returning furniture, equipment, and materials back to their original condition and arrangement. No alterations, additions, or changes to a School Facility will be permitted without the approval of the Superintendent or his/her designee. The sponsoring group or organization and the Designated Responsible Individual shall be jointly and severally responsible for and shall pay for any damage to any School Facilities or other property. The presence of school employees on duty does not relieve such responsibility. Fees may also be charged to the group or organization if LSS must pay a security officer, supervisor, or any other employee to be in attendance at the School Facilities. The Superintendent or his/her designee may also require police for control of crowds and traffic and charge the cost to the sponsoring group or organization
- L. **Use of Specific Equipment and/or Facilities:** The use of specific equipment such as stage lights, kitchen facilities, movie projectors, and the like must be requested and approved in advance. A cafeteria worker must be present when a kitchen is used. Likewise, school technicians (stage crew) must be assigned to operate stage equipment. Personnel costs will be assessed per the rates listed in the fee schedule.
-



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- M. **Financial Charges for Use of Facilities:** LSS has established a fee schedule for the use of School Facilities in accordance with Tennessee Law. Fees for the use of School Facilities under Rental and Lease Agreements shall be in accordance with the fee schedule or as determined by the Superintendent or his/her designee. The rental payment for the lease of School Facilities under a Lease Agreement will be subject to the approval of the Board. Unless otherwise provided in the Rental Agreement or the Lease Agreement, all fees and payments will be due and payable prior to the use of the Facilities. Upon approval of the Agreement, any excess payment will be refunded, while any shortage will be payable after the event and will be the responsibility of the renter. Notice of cancellation must be received at least three (3) calendar days prior to the use of the facility. The Superintendent or his/her designee shall evaluate fees for the use of the School Facilities periodically. Normally, fees will be higher for outside groups or organizations (as defined in the "Priorities for Use of Facilities" listed below). The rental fee can include custodial services, security services, supervision, or police, as needed. Charges will be according to the rates established in the fee schedule for school personnel and according to actual costs for non-school personnel. The fee schedule will be made available as a part of the rental application, which can be found online. The Superintendent or his/her designee shall have the authority to waive or reduce any fee for any community, city, or school-sponsored group or organization if there are appropriate circumstances that warrant such consideration.
- N. **Revocation of Right to Use:** Except as may be provided in the Rental Agreement, LSS may revoke the right to use School Facilities at any time with or without notice.
- O. **Other Requirements, Rules, and Regulations:** The Superintendent or his/her designee may require special terms, conditions, and rules in any Rental Agreement or Lease Agreement if in his/her opinion such terms and conditions are necessary to protect School Facilities and/or the LSS's relationship with the community. Situations that are substantially outside the scope and intent of this rule shall be submitted to LSS for its consideration.
- P. **Consequences for Noncompliance:** Any unsatisfactory experience with a particular sponsoring individual, group, or organization shall be adequate reason for refusing future application for use of School Facilities. This shall include, but not be limited to, poor care of a Facility, unpaid fees, and/or unpaid damages. Furthermore, any person who enters any of the School Facilities at any time when they are not open for use under the rules or regulations of LSS may thereafter be denied the privileges of using all School Facilities.



GUIDELINES GOVERNING APPROVAL/DISAPPROVAL OF APPLICATIONS

In addition to the Basic Requirements defined above, the following guidelines shall apply when considering requests for the use of School Facilities.

- A. **Priorities for Use of Facilities:** Priorities shall be established for the kinds of groups that have first consideration in using specific School Facilities for a specific date, within any category of activities listed below. However, the general practice will be to grant contracts for the use of School Facilities on a "first come, first served" basis. It is ultimately the decision of LSS in which group category you are classified and the fees you are responsible for.

LSS Rental Group Categories

Group 1: Definition: Curricular and Co-curricular functions that are either related to the curriculum or directly sponsored by LSS. The exclusive purpose of these groups is to support the programs of LSS. (NO CHARGE FOR THESE GROUPS)

Examples: Capstone projects, theatre, band and choral groups, interscholastic athletics, intramural athletics, clubs related to curricular activities, employee/school support groups, student government, booster groups, PTO groups, school social functions, SACC.

Group 2: Definition: City or School supported activities whose activities are student and/or community related and benefit LSS and/or the City of Lakeland. (NO CHARGE FOR THESE GROUPS)

Examples: City of Lakeland Parks and Rec, City of Lakeland Adult Education Programs, City of Recreational Activities, City of Lakeland Government, Sports, and Activities.

B. **Religious or Political Uses of Facilities:**

- ~~1. Use of Facilities by Churches and Synagogues. Churches and Synagogues may rent School Facilities for worship and religious education.~~
- ~~2. Use of Facilities for Religious Activities. (See Board policy regulation).~~
3. Use of Facilities for Citizens' Assemblies and Political Meetings. The School Facilities may be used to hold meetings of electors to discuss public questions and issues. When the Facilities are made available for use by a group of one political or social persuasion, they will also be made available for the group's counterpart.



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Political meetings for the discussion of public questions and issues may not be scheduled during school hours. No facility charge is to be made for such use. Any organization or group of citizens permitted to use the properties shall be responsible for any damages done by them over and above the ordinary wear, and shall, if required, pay the actual expenses incurred such as janitor service, light, and HVAC.

- C. **Compliance with City Code and Zoning Regulations:** Groups and organizations wishing to use School Facilities will be responsible for compliance with permitted principal, conditional, and accessory uses for school facilities as defined in City zoning provisions. Likewise, applying groups and organizations are responsible for compliance with all applicable City code provisions.
- D. **Use of Screening Factors:** In addition to the basic contract requirements and the above guidelines, the Superintendent or his/her designee may consider any one or more of the following factors in approving or disapproving an application for the use of Facilities:
1. principal or his/her designee's approval
 2. source(s) of financial support
 3. proposed use of facility
 4. special accommodations required
 5. modification of existing facility
 6. potential for extraordinary or unusual activities or users
 7. "typical" user of facility
 8. compatibility with other programs at desired facility
 9. meeting an unmet community need
 10. hazardous conditions or substances
 11. erection of signs and notices
 12. amount of desired space
 13. desired date of occupancy
 14. length of contract desired
 15. projected number using facility
 16. traffic volume and parking requirements
 17. input from coaches, boosters, and groups that invest in and/or maintain the facilities
 18. other factors not herein listed but of sufficient merit to be included



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LSS Facility Rental Use Fees

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Athletic Fields		
Football Stadium	N/C	N/C
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Music, Art, & Computer Rooms	N/C	N/C
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Misc. Spaces	N/C	N/C

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Monday-Saturday Plant Manager/Supervisor Fee; Pre-Event or Post-Event inspections and/or work.	Add \$40.00/hr to each rental rate above
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*****Additional Fees for extensive set-up and/or cleanup may be assessed*****



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LAKELAND SCHOOL SYSTEM FACILITY USE INSURANCE REQUIREMENT

The **LEASEE** shall purchase and maintain the insurance outlined below to provide protection from the **LEASEE'S** negligent acts. The **LEASEE** shall provide this insurance as required by the facility usage agreement. The negligence by any subcontractor, or by anyone directly or indirectly employed by any of them, shall be considered a negligent act of the **LEASEE**.

- **Commercial General Liability in the amount of \$1,000,000 per occurrence, \$1,000,000 general aggregate, and \$300,000 damage to rented premises each occurrence.**
- **The Lakeland School System must be named Additional Insured and this must be noted on the Certificate of Insurance. A copy of the Additional Insured Endorsement must also be provided.**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- **All Certificates shall be issued with an Insurance Company (or Companies) maintaining an AM Best Rating of A- or better and a Financial Size of IX or greater. All Insurance Companies shall be authorized to conduct business in The State of Tennessee.**

My signature below indicates that our company agrees that the **LEASEE** shall maintain the above insurance during the entire term of the lease agreement.

FOR THE LEASEE

FOR LSS

Authorized Representative Signature

Authorized Representative Signature

Title

Title

Date

Date



LAKELAND SCHOOL SYSTEM
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AGREEMENT FOR USAGE OF LAKELAND SCHOOL SYSTEM FACILITIES

The Lakeland School System (LSS), and the

_____ (“Organization”) and

_____ (“Designated Responsible Individual”)

agree as follows:

1. Permit to Use School Facilities: Upon the approval of the application submitted by the Organization and the Designated Responsible Individual, LSS, without further action, grants permission to use the school facilities (“Facilities”) as described below. This agreement governs the use of the Facilities by the Organization and the Designated Responsible Individual.

School Facilities: _____

Date(s): _____

Time(s): _____

2. Rules Regarding Use of School Facilities: The Use of the Premises is subject to the Rules Regarding Use of Facilities (“Rules”) The Organization and Designated Responsible Individual agree to the terms of the Rules. **Please note: All rental and leasing activities will be considered cancelled on days when the schools are closed because of either emergency conditions or hazardous weather.**

3. Payment of Fees: The fees for the use of the Facilities will be those fees specified in the Rules and itemized in an invoice that will be provided upon approval of the application. Payment will be due within fourteen (14) days of the event. Any excess payment will be refunded, while any shortage will be billed at the completion of the event and is the responsibility of the renter. Notice of cancellation must be received at least three (3) calendar days prior to the rental.

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6. Indemnification: The Organization and the Designated Responsible Individual, jointly and severally, will indemnify and hold the Board and its members, employees, and agents harmless from any and all claims and Office of Operations 10001 Highway 70; Lakeland, TN 38002 Phone: 901-867-5412 Fax: 901-867-2063 liabilities arising out of or related to use of the Facilities by the Organization or the Designated Responsible Individual, including but not limited to claims and liabilities for negligence and strict liability in tort, and from all cost and expenses, including but not limited to attorneys' fees, incurred as a result of such claims or liabilities.

7. Revocation of Right to Use Facilities: The District may revoke the right to use the Facilities at any time with or without notice. A refund, minus any costs and/or fees incurred, will be made.

8. Joint and Several Responsibility: The Organization and the Designated Responsible Individual will be jointly and severally responsible and liable for: (a.) paying for any damages to the Facilities or other school property resulting from or related to the use of the Facilities by the Organization or the Designated Responsible Individual, (b.) payment of all fees associated with such use of the Facilities; and (c.) returning the Facilities to its normal condition, ready for school use, including cleaning up any debris and returning furniture, equipment, and materials back to their original condition and arrangement.

9. Prohibition of Alcoholic Beverages, Drugs, and Tobacco: No person who has any narcotic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, or intoxicant of any kind shall be allowed in or on school facilities, unless the use of such drug is authorized by a medical prescription. In addition, no person shall be permitted to use tobacco in any form while within any school facility or on school grounds, including athletic fields and stadiums.

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11. Release of Liability: The Designated Individual agrees to examine the School Facilities and accept same in the condition they then exist and on behalf of him/herself and the



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Organization release the Board, its members and employees from any damage, loss, or injury arising as a result of the use of the Facilities.

12. Background Check: The undersigned hereby acknowledges that it is aware of the provision of Tennessee Code Annotated §49-5-413 requiring the background check of any employee or subcontractor that works on school grounds at any time when students are present, and prohibiting any person with a history of the criminal offenses cited in the statute from working on a school campus during such times. The undersigned hereby certifies that it has, and will, at all times comply with the provisions of this statute while utilizing LSS facilities.

13. Entire Agreement: This document constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and communications with respect to such subject matter.

The undersigned acknowledge that they have read this Agreement, fully understand its provisions and binding effect, and agree to abide by its terms.

Signature: _____, Representative of Organization

Printed Name _____ Date: _____

Signature: _____, Designated Responsible Individual

Printed Name _____ Date: _____

Signature: _____, Superintendent/Designee

Printed Name _____ Date: _____



LAKELAND SCHOOL SYSTEM
10001 HIGHWAY 70
LAKELAND, TENNESSEE 38002

**ASSUMPTION OF RISK AND RELEASE FOR ACTIVITIES HELD ON PROPERTY OF THE
LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION**

In consideration of my child/ward being permitted to participate in the Athletic/Activity Program conducted by the _____ at _____
(Name of School)

I, as parent and guardian of the participating child, do hereby agree to assume all the risks and responsibilities relative thereto.

I hereby represent to the Lakeland School System that the child is capable of participating in this activity and understand that participants are strongly encouraged to consult a physician prior to any participation.

I hereby recognize the risks of illness and injury inherent in any activity based program, and the child's participating upon the express agreement and understanding that I do for myself, the child, my heirs, and personal representatives agree to defend, hold harmless, indemnify, release and forever discharge the Lakeland School System, its respective officers, agents, representatives and employees from and against any and all rights, claims, demands, and actions or causes of action, including attorney's fees and court costs on account of damage to personal property, personal injury, or death which may result from the child's participation in this athletic/activity program.

By my signature below, I hereby confirm my understanding of this release statement holding the Lakeland School System harmless, and acknowledge that they do not carry health and accident insurance to cover participants of this program and that participants are strongly encouraged to obtain full insurance coverage prior to participation in the Program.

_____/_____
Signature of Parent/Guardian Date

_____/_____
Name of Child Age

THIS FORM MAY BE DUPLICATED IF NECESSARY



Approved 05/08/23

Lakeland School System Fees List

REQUESTED FEES FOR 2023-24

School	Requested Fee	Purpose	Course
Lakeland Elementary	\$10	4th Grade Recorder Fee	Music
Lakeland Elementary	Not to exceed \$10	Class T-Shirt Fee	School-wide
Lakeland Elementary	Not to exceed \$50	School Day Field Trips	Varied
Lakeland Elementary	\$30	Technology Fee	School-wide
Lakeland Preparatory	\$10	AAPPL Language Test	French
Lakeland Preparatory	\$97	Advanced Placement (AP) Exam Fee	Various
Lakeland Preparatory	\$20	Art Fee	Art
Lakeland Preparatory	\$75	Band Instrument Rental Fee (Summer)	MS Band / HS Concert Band
Lakeland Preparatory	\$75	Band Instrument Rental Fee Per Semester	MS Band / HS Concert Band
Lakeland Preparatory	\$75	Band Shirt and Supply Fee	MS Band / HS Concert Band
Lakeland Preparatory	\$75	Choir Shirt and Supply Fee	Choir
Lakeland Preparatory	\$50	Chromebook Maintenance Fee	School-wide
Lakeland Preparatory	\$25	Local Dual Credit Wellness Course Exam Fee	Wellness
Lakeland Preparatory	\$10	National Spanish Exam Fee	Spanish I, II Honors
Lakeland Preparatory	\$32	OSHA 10 Certification Fee	CTE
Lakeland Preparatory	\$25	PE Uniform Fee	PE
Lakeland Preparatory	Not to exceed \$50	School Day Field Trips	Varied
Lakeland Preparatory	\$75	Strings Instrument Rental Fee Per Semester	Strings
Lakeland Preparatory	\$75	Strings Shirt and Supply Fee	Strings
Lakeland Preparatory	\$25	Technology Fee	School-wide
Lakeland Preparatory	\$20	Theater Fee	Theater
Lakeland Preparatory	\$25	Lab fee	Chemistry
Lakeland Preparatory	\$25	Lab fee	Biology



Approved 05/08/23

Lakeland School System Fees List

REQUESTED FEES FOR 2023-24

School	Requested Fee	Purpose	Course
Lakeland Preparatory	\$30	Lab fee	AP Environmental Science
Lakeland Preparatory	\$25	Lab fee	Chemistry
Lakeland Preparatory	\$25	Lab fee	Biology
Lakeland Preparatory	\$30	Lab fee	AP Environmental Science
Lakeland Preparatory	\$25	Lab Fee	STEM I
Lakeland Preparatory	\$25	Lab Fee	STEM II
Lakeland Preparatory	\$25	Lab Fee	CTE: Health Science Education



Pending 07/10/23

Lakeland School System Fees List

REQUIRED FEES FOR 2023-24

School	Required Fee	Purpose	Activity
Lakeland Elementary	\$5	Art Club Fee	Art Club
Lakeland Elementary	Not to exceed \$300	Camp Invention Fee	Camp Invention
Lakeland Elementary	Not to exceed \$150	Chess Club Fee	Chess Club
Lakeland Elementary	\$150	Drama Camp Fee	Drama Camp
Lakeland Elementary	Not to exceed \$75	Drama Club Fee	Drama Club
Lakeland Elementary	Not to exceed \$100	Kindergarten Camp Fee	Kindergarten Camp
Lakeland Elementary	Not to exceed \$200	Lego Club Fee	Lego Club
Lakeland Elementary	Not to exceed \$75	Memphis Youth Athletics	Cross Country
Lakeland Preparatory	\$300	Baseball Fee	Baseball
Lakeland Preparatory	Not to exceed \$1000	Basketball Cheerleading Fee	Basketball Cheer
Lakeland Preparatory	\$21	Battle of the Books Fee	Battle of the Books
Lakeland Preparatory	\$32	Junior Beta Club Membership Fee	Junior Beta Club
Lakeland Preparatory	Not to exceed \$275	Boys Basketball Fee	Boys Basketball
Lakeland Preparatory	Not to exceed \$300	Boys Lacrosse Fee	Boys Lacrosse
Lakeland Preparatory	Not to exceed \$450	Boys Soccer Fee	Boys Soccer
Lakeland Preparatory	\$250	Chess Club Fee	Chess Club
Lakeland Preparatory	Not to exceed \$4500	Competitive Cheerleading Fee	Competitive Cheer
Lakeland Preparatory	Not to exceed \$200	Cross Country Fee	Cross Country
Lakeland Preparatory	Not to exceed \$50	Events Sponsored by WTVMEA (All West, Choral Festival, Workshops)	Honor Choir
Lakeland Preparatory	\$75	Fall Production Cast Fee	Theatre
Lakeland Preparatory	Not to Exceed \$100	7-10 Fall Production Cast Fee	Theatre
Lakeland Preparatory	\$25	Fall Production Crew Fee	Theatre
Lakeland Preparatory	Not to Exceed \$50	7-10 Fall Production Crew Fee	Theatre



Pending 07/10/23

Lakeland School System Fees List

REQUIRED FEES FOR 2023-24

School	Required Fee	Purpose	Activity
Lakeland Preparatory	\$250	Fall Tennis Fee	Tennis
Lakeland Preparatory	\$275	Football Fee	Football
Lakeland Preparatory	Not to exceed \$275	Girls Basketball Fee	Girls Basketball
Lakeland Preparatory	Not to exceed \$300	Girls Lacrosse Fee	Girls Lacrosse
Lakeland Preparatory	Not to exceed \$450	Girls Soccer Fee	Girls Soccer
Lakeland Preparatory	Not to exceed \$250	Golf Fee	Golf
Lakeland Preparatory	\$14	HOSA Membership Fee	CTE Student Organization
Lakeland Preparatory	Not to exceed \$50	International Thespian Society (High School)	Theatre
Lakeland Preparatory	\$20	Jazz Band Fee	Band
Lakeland Preparatory	Not to exceed \$30	Jr International Thespian Society (Middle School)	Theatre
Lakeland Preparatory	Not to exceed \$50	Knowledge Bowl Team Fees	Knowledge Bowl Club
Lakeland Preparatory	Not to exceed \$500	Marching Band Fee	High School Band
Lakeland Preparatory	\$5	National Elementary Honor Society Dues	NEHS
Lakeland Preparatory	\$15	National Junior Honor Society Dues	NEJS
Lakeland Preparatory	\$50	Parking Fee	Administrative
Lakeland Preparatory	Not to exceed \$100	Robotics Competition Fees	Robotics Club
Lakeland Preparatory	\$300	Softball Fee	Softball
Lakeland Preparatory	\$100	Spring Drama Production Fee	Drama Club
Lakeland Preparatory	Not to Exceed \$150	7-10 Spring Production Cast Fee	Theatre
Lakeland Preparatory	\$100	Spring Production Cast Fee	Theatre
Lakeland Preparatory	\$25	Spring Production Crew Fee	Theatre
Lakeland Preparatory	Not to Exceed \$50	7-10 Spring Production Crew Fee	Theatre
Lakeland Preparatory	\$250	Spring Tennis Fee	Tennis



Pending 07/10/23

Lakeland School System Fees List

REQUIRED FEES FOR 2023-24

School	Required Fee	Purpose	Activity
Lakeland Preparatory	Not to exceed \$300	Swimming Club Fee	Swim Club
Lakeland Preparatory	Not to exceed \$250	Track & Field Fee	Track & Field
Lakeland Preparatory	\$250	Volleyball Fee	Volleyball
Lakeland Preparatory	Not to exceed \$250	Color / Winter Guard Fee	Color Guard / Winter Guard
Lakeland Preparatory	Not to exceed \$300	Wrestling Fee	Wrestling
Lakeland Preparatory	Not to Exceed \$100	5-6 Winter Musical Cast Fee	Theatre
Lakeland Preparatory	Not to Exceed \$50	5-6 Winter Musical Crew Fee	Theatre
Lakeland Preparatory	Not to exceed \$20	TSA Membership	CTE Student Organization
Lakeland Preparatory	Not to exceed \$20	DECA Membership	CTE Student Organization
Lakeland Preparatory	Not to exceed \$20	Skills USA Membership	CTE Student Organization

Lakeland Board of Education			
Monitoring: Review: Annually, in September	Descriptor Term: Board Members Legal Status	Descriptor Code: 1.102	Issued Date: 07/10/23
		Rescinds: 1.102	Issued: 05/12/14

The legal status of board members shall be as follows:⁺

NUMBER OF MEMBERS¹

The Board is composed of five (5) members.

QUALIFICATIONS

Members of the Board ~~shall have been residents of the city of Lakeland, Tennessee for one year preceding the election date and will be elected in a manner consistent with the charter of the city of Lakeland,~~⁺ and shall be citizens of recognized integrity, intelligence, and ability to administer the duties of the office.²¹ To qualify as a candidate, an individual must show proof of:

1. Graduation from high school or receipt of a ~~G.E.D.~~ high school equivalency credential approved by the State Board of Education;²
2. Being a resident of the city of Lakeland, Tennessee for one year preceding the election date and will be elected in a manner consistent with the charter of the city of Lakeland.²³

No member of the Lakeland Board of Commissioners nor county legislative body nor any other county governmental official shall be eligible for election as a member of the Lakeland Board of Education.³⁴

TERMS OF OFFICE

Terms for original Members of the Board were set by ordinance of establishment. For subsequent terms, Members of the Board shall serve four (4) year terms.¹

VACANCIES

Vacancies shall be declared to exist on account of death, resignation, removal from the district which elected him, removal from the school system,⁵⁶ or through due process proceedings.⁴⁵

When a vacancy occurs, the unexpired term shall be filled at the next regular or special meeting of the local legislative body.⁵⁶ Such appointment shall continue until the next regular election.

Legal References

1. TCA 49-2-201(a)(1)
2. TCA 49-2-202(a)(4); Public Acts of 2023, Chapter No. 114
3. TCA 49-2-202(a)(1)
4. TCA 49-2-202(a)(2)
5. TCA 8-47-101; TCA 49-1-611
6. TCA 49-2-202(e)

Lakeland Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Code of Ethics	Descriptor Code: 1.106	Issued Date: 07/10/23
		Rescinds: 1.106	Issued: 03/06/23

General¹

Board members and school district employees may not accept, directly or indirectly, any gift, money, gratuity, consideration, or favor that a reasonable person would understand was intended to influence the vote, official action, or judgment of the board member or employee in executing decisions affecting the school district. It is also prohibited for a board member’s or an employee’s spouse or child living in the same household to accept such items.

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

ETHICS COMPLAINTS

The Board may create a School District Ethics Committee (Ethics Committee), consisting of three (3) members who will be appointed to one-year terms by the Board Chair with confirmation by the Board. At least two (2) members of the committee shall be members of the Board. The Ethics Committee shall convene as soon as practicable after its appointment and elect a Chair and a Secretary. The records of the Ethics Committee shall be maintained by the Secretary and shall be filed in the Superintendent’s office, where they shall be open to public inspection.

Questions and complaints regarding violations of this Code of Ethics shall be directed to the Chair of the Ethics Committee. Complaints shall be in writing, signed by the person making the complaint, and include details as to the facts surrounding the complaint.

The Ethics Committee may investigate an ethical complaint received against a board member or employee and make recommendations to cease any activity that, in the Ethics Committee’s judgment, constitutes a violation of this Code of Ethics. If a member of the Ethics Committee is the subject of a complaint, the member shall recuse himself/herself from all proceedings involving the complaint.

The Ethics Committee may:

1. Refer the matter to the board attorney;
2. In the case of a board member, refer the matter to the Board of Education for possible public censure, if warranted;
3. In the case of an employee, refer the matter to the Superintendent/designee for possible disciplinary action, if warranted; or
4. In a case involving possible violation of state statutes, refer the matter to the district attorney for possible ouster or criminal prosecution.

POINT OF CONTACT²

The Board Chair shall serve as the point of contact for the Tennessee Ethics Commission. The Superintendent shall provide the contact information to the Commission and ensure that any changes are submitted within thirty (30) calendar days.

Legal References

1. TCA 8-17-103
2. Public Acts of 2023, Chapter No. 37

Cross References

- Board Member Conflict of Interest 1.107
Duties of Board Members 1.202

Lakeland Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: <h2 style="text-align: center;">School Board Meetings</h2>	Descriptor Code: 1.400	Issued Date: 07/10/23
		Rescinds: 1.400	Issued: 02/09/15

The Board will transact all business at official meetings which may be either regular or special.

~~Every meeting of the Board, except with the attorney to discuss pending or threatened litigation, will be open to the public.~~ Every meeting of the Board shall be open to the public, except for those meetings in which the law allows closed sessions.¹ Open meetings will be physically accessible to all students, employees, and interested citizens.³²

No one shall bring a camera, camcorder or other photographic equipment to Board meetings without the consent of the Board.⁴³

REGULAR MEETINGS

Regular meetings of the Board shall be held on the second Monday of the month at 5:45 p.m. at Lakeland City Hall. Work Sessions are usually held one (1) week prior at 5:45 pm.

In instances when any regular meeting date falls on a legal holiday, the meeting shall be rescheduled by the chair.

SPECIAL MEETINGS

The Board shall hold such special meetings as necessary to transact the business of the Board. Such meetings shall be called by the chair whenever, in the chair's judgment, the interests of the schools require it, or when requested to do so by a majority of the Board.²⁴

Only business related to the call of the meeting, and details related to agenda items shall be discussed or transacted by the Board at a special meeting.

ELECTRONIC ATTENDANCE⁵

Absent Board members may attend a regular or special meeting by electronic means ~~if the member is absent because of work, a family emergency, or the member's military service. If a board member is absent due to military service, he/she may participate electronically as often as he/she is able to do so. However, a board member may not participate electronically more than two (2) times per year for absences due to work and/or family emergencies~~ for certain qualifying reasons. The following requirements apply to all electronic attendance, regardless of the reason for the absence:

General Requirements

~~The following requirements apply to all electronic attendance, regardless of the reason for the member's absence:~~

1. A quorum of the Board must be physically present at the meeting in order for any member to attend electronically.
2. Any member wishing to participate electronically must do so using technology which allows the Chair to visually identify the member.
3. The responsibility for the connection lies with the member wishing to participate electronically. No more than three (3) attempts to connect shall be made, unless the Board chooses to make additional attempts.

Work Related Absence

~~The following requirements apply to electronic attendance due to a work related absence:~~

- ~~1. The Board member must be absent from the county due to work.~~
- ~~2. The member wishing to participate must give the Chair and director at least five (5) days' notice prior to the meeting of the member's desire to participate electronically.~~

A board member may attend a meeting by electronic means if out of the county due to work; however, he/she may only participate electronically two (2) times per year for this reason. The board member shall give the Chair and Superintendent at least five (5) days' notice prior to the meeting of the board member's intention to participate electronically.

Sickness or Period of Convalescence

A board member may attend a meeting by electronic means if sick or in a period of convalescence on the advice of a healthcare professional; however, he/she may only participate electronically three (3) times per year for this reason.

Inclement Weather or Natural Disaster

A board member may attend a meeting by electronic means due to inclement weather or natural disaster if the schools in the school district are closed; however, he/she may only participate electronically three (3) times per year for this reason.

Family Emergency

~~The following requirement applies to electronic attendance due to a family emergency:~~

- ~~1. The member must be absent due to the hospitalization of the member or the death or hospitalization of the member's spouse, father, mother, son, daughter, brother, sister,~~

~~son-in-law, daughter-in-law, step-son, step-daughter, father-in-law, mother-in-law, brother-in-law, or sister-in-law.~~

A board member may attend a meeting by electronic means if there is a family emergency that prevents him/her from attending in person. The absence shall be due to the hospitalization of the board member or the death or hospitalization of the member's spouse, father, mother, son, daughter, brother, sister, son-in-law, daughter-in-law, stepson, stepdaughter, father-in-law, mother-in-law, brother-in-law, or sister-in-law. The board member may only participate electronically two (2) times per year for this reason.

Military Service

A board member may attend a meeting by electronic means if out of the county due to military service. The board member may participate electronically as often as he/she is able to do so.

Legal References

1. TCA 8-44-102; TCA 49-6-804(b)
2. 28 CFR § 36.201(a); 28 CFR § 36.202
3. Tenn. Att'y Gen. Op. No. 95-126 (December 28, 1995)
4. TCA 49-2-202(c)(1)
5. TCA 49-2-203(c); Public Acts of 2023, Chapter No. 350

Cross References

School Board Legal Status and Authority 1.100
 Board Committees 1.300
 Notification of Meetings 1.402
 Appearances Before the Board 1.404
 Section 504 and ADA Grievance Procedures 1.802

Lakeland Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Notification of Meetings	Descriptor Code: 1.402	Issued Date: 07/10/23
		Rescinds:	Issued: 12/02/13

The Board shall ensure adequate public notice¹ of all regular meetings by publishing a complete schedule for the entire school year. This schedule shall be posted in the central office, each school, and on the school system's website and sent to the president of the local education association.²

In the event of a special board meeting, notice shall be provided at least twenty-four (24) hours prior to the meeting and shall be posted in the same locations and in the same manner as regular board meetings.

All notices of special board meetings shall state the time, place and purpose of the meeting.

The only exception permitted is in case of emergency, defined for this policy as “a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.” In such exceptions, notice shall be given to all appropriate parties as is practical.

Notice of all meetings with actionable items on the agenda, with the exception of teacher disciplinary hearings, shall include information on how community members can participate in the public comment portion of the board meeting.³

Legal References

1. TCA 8-44-103
2. TCA 49-2-202(c)(1)
3. **Public Acts of 2023, Chapter No. 300**

Cross References

School Board Meetings 1.400

Lakeland Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: <h2 style="text-align: center;">Appeals to and Appearances Before the Board</h2>	Descriptor Code: 1.404	Issued Date: 07/10/23
		Rescinds: 1.404	Issued: 03/07/22

APPEALS TO THE BOARD

Any matter relating to the operation of the school system may be appealed to the Board. However, the Board desires that all matters be settled at the lowest level of responsibility and will not hear complaints or concerns which have not advanced through the proper administrative procedure from the point of origin. If all steps of the administrative procedure have been pursued and there is still a desire to appeal to the Board, the matter shall be referred in writing to the office of the superintendent and the Board shall determine whether to hear the appeal.

APPEARING BEFORE THE BOARD

Adding an Item to the Agenda

Individuals desiring to appear before the Board must submit a written request with descriptive materials to the office of the superintendent three (3) work days before the meeting. If the request is approved by the Executive Committee, the item will be placed on the agenda. Individuals placed on the agenda will be recognized at the beginning of the meeting and given time to speak when their topic of interest is addressed on the agenda. All requests submitted will be included in the board packet.

Public Comment Period^l

There shall be a public comment period for each meeting with actionable items on the agenda, with the exception of teacher disciplinary hearings. Only those members of the public who complete a public comment card providing their name, address, and subject of presentation shall be permitted to address the Board during the public comment portion of a meeting. The public comment cards shall be collected by the recorder and submitted to the chair to be called in the order submitted during the public comment portion of the agenda. The chair shall note which speakers are or are not residents of Lakeland.

The chair may recognize individuals not on the agenda for remarks to the Board if it is determined that such is in the public interest. A majority vote of members present can overrule the decision of the chair.

Individuals speaking to the Board shall address remarks to the chair and may direct questions to individual board members or staff members only upon approval of the chair. Each person speaking shall state his name and subject of presentation. Remarks will be limited to two (2) minutes unless time is extended by the Board. No more than two (2) additional members of the public who are in attendance and have completed and submitted a public comment card may yield their time to another

speaker in which case that speaker's remarks may not exceed six (6) minutes. The chair shall have the authority to terminate the remarks of any individual who is disruptive or does not adhere to Board rules. ⁺²

Legal References

1. TCA 39-17-306
2. Public Acts of 2023, Chapter No. 300

Cross References

School Board Meetings 1.400
Public Hearings 1.401
Agendas 1.403
Discrimination/Harassment of Employees 5.500
Complaints and Grievances 5.501
Student Discrimination, Harassment, Bullying,
Cyber-bullying, and Intimidation 6.304
Student Concerns 6.305

Lakeland Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 07/10/23
		Rescinds: 3.202	Issued: 07/11/22

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

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

FIRE AND SAFETY DRILLS

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

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

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

~~**ARMED INTRUDER DRILLS**~~

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

ANNUAL DRILLS⁴

The principal shall ensure that the school safety team conducts each of the following type of drills annually:

1. An armed intruder drill in coordination with local law enforcement;
2. An incident command drill; and
3. An emergency safety bus drill.

AED DRILLS⁵

All schools shall conduct a CPR and AED drill to ensure awareness of the steps that must be taken in the event of a medical emergency. The principal shall be responsible for ensuring the drill occurs.

The Superintendent shall develop the necessary administrative procedures on AED and CPR training, planning, notification, and maintenance to comply with state law.

MEDICAL EMERGENCIES/PANDEMIC FLU⁶

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

REMOTE LEARNING DRILLS⁷

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

Legal References

1. TRR/MS 0520-01-02-.30(2); TCA 49-6-804; TCA 49-6-805(8)
2. TCA 68-102-137(b)
3. TCA 68-102-137(f)
4. TCA 49-6-807; Public Acts of 2023, Chapter No. 367
5. TCA 49-2-122; TCA 49-6-1208
6. TCA 49-6-3004(a), (e); TCA 49-5-404
7. ~~Public Acts of 2022, Chapter No. 936~~ TCA 49-2-139

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Lakeland Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Threat Assessment Team	Descriptor Code: 3.204	Issued Date: 07/10/23
		Rescinds:	Issued:

General¹

A threat assessment team shall be created within the school district to develop intervention-based approaches to prevent violence, manage reports of potential threats, and create a system that fosters a safe, supportive, and effective school environment. The Superintendent shall appoint the members of the threat assessment team.

The Superintendent shall develop administrative procedures regarding the training and operations of the team to comply with state law and State Board of Education rules and regulations.

TEAM MEETINGS

All threat assessment team meetings shall be closed to the public.²

RECORDKEEPING³

The team shall document all behaviors and incidents deemed to pose a risk to school safety or that resulted in intervention and shall provide the information to the Superintendent.

A report of the activities of the threat assessment team will be compiled and shared with the Board before each regular meeting.

Documents produced or obtained regarding these assessment activities will not be open for public inspection.

Legal References

1. TCA 49-6-2701 *et seq.*; Public Chapter 2023, Chapter No. 367
2. TCA 49-6-2701(f)
3. TCA 49-6-2702

Cross References

- School District Records 1.407
- Safety 3.201
- Security 3.205
- Student Records 6.600

Lakeland Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: <h2 style="margin: 0;">Security</h2>	Descriptor Code: 3.205	Issued Date: 07/10/23
		Rescinds: 3.205	Issued: 07/12/21

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

1. Closing and securing teacher work areas when being left unattended or at the end of the day;
2. Denying students permission to use the classrooms, laboratories, gymnasiums or other school facilities or equipment without appropriate supervision;
3. Controlling the issuance of keys and access control systems;
4. Developing programs which contribute to the proper care and use of school facilities and equipment; and
5. Ensuring that equipment purchased with federal funds is managed as directed by federal and state law.²

All exterior doors leading into a school building shall be locked at all times and access to school buildings is limited to the school's primary entrance during the school day as well as when students are present outside of regular school hours.³

The principal shall call law enforcement officials in cases involving illegal entry, building damage theft or vandalism. The principal shall notify the superintendent as soon as possible practical, but no later than twenty-four (24) hours, after each case of vandalism, theft, building damage, and/or illegal entry. The superintendent, or his/her representative, is authorized to sign a criminal complaint and to press charges. The superintendent shall report all signing of such complaints to the Board.

The superintendent shall develop procedures limiting the points of access to buildings when parents and members of the public are invited to attend events (including but not limited to athletic events, fine arts performances, open houses, parent meetings, etc.). To the extent practical, these procedures shall involve the supervision of entrances by district representatives approved by the superintendent.

LAW ENFORCEMENT SERVICES¹

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

The Board may enter into a memorandum of understanding (MOU) with the chief of a law enforcement agency to provide school policing. The MOU shall address, at a minimum, the following issues:

1. Any School Resource Officer (SRO) assigned under a memorandum shall be in compliance with all laws, regulations and rules of the Peace Officer Standards and Training Commission at the time of assignment and remain compliant throughout the tenure of his or her assignment;
2. As a condition of assignment, any SRO must participate in forty (40) hours of basic training in school policing within twelve (12) months of assignment. Every year thereafter, the SRO shall participate in a minimum of sixteen (16) hours of training specific to school policing. All training programs shall be approved by the Peace Officers Standards and Training Commission.
3. Any SRO assigned under the memorandum remains an employee of the law enforcement agency, subject to that agency's direction, control, supervision and discipline.
4. No SRO shall be assigned to a school, or continue in such an assignment, without the consent of the Superintendent.
5. In the event that more than one SRO is assigned to a school system, the law enforcement agency shall designate one of the SROs as the senior SRO, or such other, appropriate title. The duties of the senior SRO, however designated, shall include, but not be limited to, the following:
 - a. To represent and carry out the policies of the law enforcement agency assigning the SROs.
 - b. To supervise the SROs in the performance of their duties;
 - c. To consult with the Superintendent regarding the best use of the available resources for school policing; and
 - d. To resolve disputes between the SROs and students or staff members.
6. The MOU may be effective for any length of time, including continuing until terminated by the parties, and may contain any reasonable notice requirement for the termination of the MOU. However, the MOU shall contain a provision allowing the superintendent to suspend the active participation of any SROs in the event that the superintendent believes that such suspension is best for the health, safety or well-being of the students or staff members.

CYBERSECURITY

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

Legal References

1. TCA 49-6-805(3)
2. 2 CFR § 200.313
3. Public Acts of 2023, Chapter No. 367
4. TCA 49-6-4217
5. TCA 49-6-805(9)

Cross References

Visitors to the Schools 1.501
Inventories 2.702
Care of School Property 6.311

Lakeland Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Summer School Instructional Programs	Descriptor Code: 4.204	Issued Date: 07/10/23
		Rescinds:	Issued: 04/14/14

~~Summer schools shall be organized and operated as a part of the public school program and shall comply with rules and regulations of the State Board of Education.¹~~

~~The Board may adopt tuition rates for those students attending a summer school program.²~~

General

The following programs will be made available to students:^{1,2}

1. Traditional summer school;
2. Learning loss bridge camps;
3. After-school learning mini camps; and
4. Summer learning camps.

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

SUMMER PROGRAMMING²

The Superintendent or his/her designee shall be responsible for developing a recommended summer programming plan that meets the requirements of state law and outlines the following:

1. Courses offered;
2. Transportation, if applicable;
3. Class size ratios;
4. Budget, including staff compensation;
5. School nutrition needs;

6. Staffing;

7. Enrollment criteria

ATTENDANCE REQUIREMENTS²

Priority students, as defined by state law, shall not be required to attend summer programs.

The Superintendent shall be responsible for developing administrative procedures regarding the attendance requirements of priority students in each program.

THIRD GRADE PROMOTION/RETENTION LAW & MAKE UP DAYS

Students who are required to attend summer programming in order to be promoted to fourth grade shall attend with a ninety percent (90%) attendance rate. Students shall attend eighteen (18) days out of the twenty (20) days required for summer school attendance. If more days are missed, students may make up a total of four days within one week of the last day of summer programming. Missed days will be documented, and options for make up days will be provided by the school level summer camp administrator.

Parents shall be provided information on the summer program attendance policy by the school level summer camp administrator.

The Superintendent/designee shall develop administrative procedures regarding the documentation of student attendance including make up days and the administration of the post-test for students who participate in summer programming.

Legal References

1. TRR/MS 0520-01-03-.03(9); Public Acts of 2023, Chapter No. 144
2. TCA 49-6-1504
3. TCA 49-6-3003
4. State Board of Education Policy 3.300

Cross References

Extended Contracts 5.112

Lakeland Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Extracurricular Activities	Descriptor Code: 4.300	Issued Date: 07/10/23
		Rescinds: 4.300	Issued: 02/13/17

~~The following guidelines shall be followed in administering school-sponsored extracurricular activities:~~

General

The following shall be adhered to

1. The Board shall initially approve extracurricular activities at the district-level to ensure proper support and supervision.
2. Each student activity must be under the guidance and direction of a staff member ~~and approved by the principal.~~
3. All extracurricular activities and clubs **at the school level** ~~must~~ **shall** have the approval of the principal.
4. Student activities occurring before or after regularly scheduled school hours must be under the supervision of the principal or his/her designee.
5. Secret organizations shall not be operated in any school.
6. A student shall not be required to attend an extracurricular activity that is scheduled at a time which conflicts with his/her religious practices.¹
7. Extracurricular activities during vacation periods shall be restricted to regularly scheduled athletic programs and major events which cannot be scheduled otherwise.
8. Student groups shall not participate in state or national activities which are not listed as approved activities by a regional accrediting association or the state and national principals' associations without the approval of the superintendent.
9. A student on out-of-school suspension shall not be permitted to participate in extracurricular activities.
10. Activities which restrict participation because of race, color, religion, sex, disabilities, or national origin are strictly forbidden.⁺²

11. The principal or designee may use attendance in determining eligibility to participate in extracurricular activities.

STUDENT CLUBS & ORGANIZATIONS³

All students under the age of eighteen (18) shall present a signed and dated statement from their parent/guardian before joining any club or organization or participating in activities of a club or organization. The Superintendent shall develop administrative procedures outlining this recordkeeping process.

Legal References

1. TCA 49-6-1002(c)
2. 34 CFR § 106.41
3. Public Acts of 2023, Chapter No. 353

Cross References

- Special Use of School Vehicles 3.402
- Interscholastic Athletics 4.301
- Field Trips/Excursions/Competitions 4.302
- Attendance 6.200

Lakeland Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: <h2 style="text-align: center;">Grading System</h2>	Descriptor Code: 4.600	Issued Date: 07/10/23
		Rescinds: 4.600	Issued: 04/03/23

GRADING PROCEDURES FOR GRADES K-5^{1,2}

The grading system for Lakeland School System schools in accordance with the Tennessee Uniform Grading System establishes the grading system for grades Kindergarten through Fifth grade.

Two (2) report cards are used in grades K-5; (1) for Kindergarten; (1) for grades 1-5. Teachers should refer to the appropriate card for an explanation of the grading system for each level.

Kindergarten:

The Kindergarten report cards show progress toward the state standards. The grade level standard is set by the state and indicates what a student should know and be able to do. Students are evaluated based on their progress toward meeting benchmarks for each standard. This is indicated by mastery or non-mastery for each skill. Report cards are sent home at the end of each nine-week quarter.

Grades 1-5:

In all schools, students' conduct is graded as "E", "G", "S", "N", or "U" and is to be reported at each grading period on the report card. Self-contained classes receive one homeroom conduct grade. Individual subject classes each give a conduct grade.

The basic grading system for knowledge/subject area is expressed by the letters "A", "B", "C", "D", and "F" with the following numerical values except for 1st grade science and social studies, which will be expressed by the letter "S" or "N".

- A (90-100)
- B (80-89)
- C (70-79)
- D (60-69)
- F (0-59)

GRADING PROCEDURES FOR GRADES **Six-Eight (6-8)**^{1,2}

Lakeland School System Board of Education policy, in accordance with the Tennessee Uniform Grading System, establishes the grading system for grades 6-12.

Report cards are sent to parents at the end of each nine-week period. Parents must be notified within a report card period when a student is not doing acceptable work.

Grades **Six-Eight (6-8)**:

1. In all schools, students' conduct is graded as "E", "G", "S", "N", or "U" and is to be reported at each grading period on the report card. Self-contained classes receive one homeroom conduct grade. Individual subject classes each give a conduct grade.
2. The basic grading system for knowledge/subject area is expressed by the letters "A", "B", "C", "D", and "F" with the following numerical values
 - A (90-100)
 - B (80-89)
 - C (70-79)
 - D (60-69)
 - F (0-59)

~~State Standardized Assessments and Semester Exams~~

Grade Calculations for Grades Six-Eight (6-8)

~~For students in grades 6-8,~~ Scores on state standardized assessments shall comprise a percentage of the students' final grade for the second semester. (TCA 49-1-617)

No student should fail for the semester or year if the only failing grade is that of the ~~semester examination or~~ end of course state assessment. **Teacher-created** semester exams are not given to **students** in grades 6-8 with the exception of high school level courses. **High school level courses taken in middle school will be handled in the same manner as all other high school courses taken in grades 9-11.**

For courses which have no Tennessee State mandated exam required during a given semester, semester grades are determined by counting the two quarter grades as 50%. ~~For courses with a semester exam, the semester grade is determined by counting the two quarter grades as 80% and the semester examination, or a comparable evaluation, as 20%.~~

For courses which have a Tennessee State mandated exam required during second semester, the **second** semester grades are determined ~~as follows:~~

- ~~1. First semester grades are determined by averaging the first two quarter grades. For courses with a semester exam, the semester grade is determined by counting the two quarter grades as 80% and the semester examination, or a comparable evaluation, as 20%.~~

~~Second semester grades are determined~~ by counting the two quarter grades as ~~85%~~ **90%** and the mandated state exam as ~~15%~~ **10%**. Should LSS not receive its students' state exam scores at least five

(5) instructional days before the end of the school year, second semester grades shall be determined by averaging the two quarter grades.

- ~~2.— Honors courses shall have three (3) points added to each quarter numerical grade, and each semester exam grade. The two quarter grades and semester exam grade, with the added Honors course points included, will be used to calculate the semester average.~~
- ~~3.— A student having a 90 or higher average for the two quarters during the first semester in a high school course will be exempted from the semester exam if the student desires. Students who have a 90 or higher average for the two quarters during the second semester in a high school course will be exempted from the semester exam if the student desires. Any unexcused absence in the course will disqualify the student from all exemptions. When a student is exempted from the examination, the semester average will be the average of the two quarter grades and any state-mandated exam as outlined above. Exemptions only apply to teacher-made semester examinations.~~

GRADING SYSTEM: GRADES NINE - TWELVE (9-12)¹

The grading system for Lakeland School System schools in accordance with the Tennessee Uniform Grading System establishes the grading system for grades nine (9) through twelve (12).

Grades will be reported on report cards and transcript records using the numerical values indicated below:

- A (90-100)
- B (80-89)
- C (70-79)
- D (60-69)
- F (0-59)

Credits

Credits will be awarded in a .5 increment upon successful completion of a semester. A student will receive one full credit in a course if he/she receives a passing yearly grade for the course.

Conduct

Student conduct is graded as “E”, “S”, “N”, or “U” and is to be reported at each grading period on the report card.

Calculation For High School Course GPA Weighting

The Lakeland School System weighted grading scale shall be used for report cards, GPA, class rank, honor roll and all official purposes with the exception of the Lottery/HOPE Scholarship. Advanced Coursework weighting will be as follows:

Grade	Value	Honors Courses	Dual Enrollment, Local & State Dual Credit, Industry Certification	Advanced Placement Courses
A	90-100	Shall include the addition of 3 percentage points to the grades used to calculate the semester average.	Shall include the addition of 4 percentage points to the grades used to calculate the semester average.	Shall include the addition of 5 percentage points to the grades used to calculate the semester average.
B	80-89			
C	70-79			
D	60-69			
F	0-59			

Quality points will be issued for high school courses as indicated below:²

Grade	Value	Standard	Honors	Advanced Placement, Dual Enrollment, Local & State Dual Credit, Industry Certification
A	90-100	4.0	4.5	5.0
B	80-89	3.0	3.5	4.0
C	70-79	2.0	2.5	3.0
D	60-69	1.0	1.5	2.0
F	0-59	0	0	0

Tennessee Uniform Grading Scale for the Lottery/Hope Scholarship

Schools teaching grades nine (9) through twelve (12) shall use the uniform grading system established by the State Board of Education for the purpose of applying for the Lottery/HOPE Scholarship. Using the uniform grading system, students’ grades shall be reported for the purposes of application for post-secondary financial assistance administered by the Tennessee Student Assistance Corporation (TSAC).

Subject area grades shall be expressed by the following letters with their corresponding percentage range and advanced coursework grades shall be weighted with additional percentage points to calculate the semester average as indicated below:

Grade	Value	Honors Courses	Dual Enrollment, Local & State Dual Credit, Industry Certification	Advanced Placement Courses
A	90-100	Shall include the addition of 3 percentage points to the grades used to calculate the semester average.	Shall include the addition of 4 percentage points to the grades used to calculate the semester average.	Shall include the addition of 5 percentage points to the grades used to calculate the semester average.
B	80-89			
C	70-79			
D	60-69			
F	0-59			

Assigning additional quality points above 4.0 for advanced coursework is not allowed for the purpose of determining eligibility for the lottery scholarships. Quality points will be awarded as follows for the Lottery/Hope Scholarship GPA.

Grade	Value	Points
A	90-100	4.0
B	80-89	3.0
C	70-79	2.0
D	60-69	1.0
F	0-59	0

The GPA used to determine eligibility for the HOPE Scholarship shall be reported on the student's transcript as the "Hope Scholarship GPA."

Advanced Coursework

Students enrolled in Advanced Placement courses, State Dual Credit Courses, Local Dual Credit Courses, or National Industry Certification courses are expected to sit for the culminating exam associated with the course. Students who fail to sit for the culminating exam associated with the AP Courses, State Dual Credit Courses, Local Dual Credit Courses, or the National Industry Certification Courses will not be awarded the quality points or weighting points attributed to the course. For students who do not sit for the culminating exam, grades will be deducted for all grading periods within the current school year.

GRADING

Semester Grades

The first and second semester grades are determined by counting the two quarter grades as 80% and the semester teacher-created examination as 20%. For second semester grades, state standardized assessments may also be calculated into the student's second semester grade if received in time to be

required by law. All high school courses will have a teacher-made exam even if that course also has a state standardized assessment.

State Assessments

For students in grades 9-12, scores on state standardized assessments shall comprise ~~the minimum percentage~~ 15% of the students' final grade for the second semester while the teacher-made exam will be worth 5% of the student's final grade for the second semester. ~~(TCA 49-1-617).(LSS Policy 4.700): No student should fail for the semester or year if the only failing grade is that of the semester examination or end of course state assessment.~~ If the EOC scores are not returned in time, the teacher-made exam will be worth 20% of the student's second semester grade.

~~Semester Exam Exemptions~~

~~A student having a 90 or higher average for the two quarters during the first semester in a high school course will be exempted from the semester exam if the student desires. Students who have a 90 or higher average for the two quarters during the second semester in a high school course will be exempted from the semester exam if the student desires. When a student is exempted from the examination, the semester average will be the average of the two quarter grades and any state-mandated exam as outlined above. Any unexcused absence in the course will disqualify the student from all exemptions. Exemptions only apply to teacher-made semester examinations.~~

Semester Exams

All high school level courses will have a first semester exam that will be taken by all students in ninth, tenth, and eleventh grades as well as middle school students who are taking high school courses. Twelfth graders will have the option to be exempt if they meet exemption criteria. All grade levels in high school courses are eligible for teacher created second semester exam exemption.

Requirements for First Semester Exam Exemptions for Twelfth Graders

- Twelfth graders who have a 90 or higher average for the two quarters during the first semester in a high school course will be exempted from the semester exam if the student desires. When a student is exempted from the examination, the semester average will be the average of the two quarter grades only plus the end of course state assessment, if applicable.
- Additionally, to be eligible for exam exemption, a student must have zero unexcused absences or partial unexcused absences for the semester in which the course exam is taken.
- Students who receive a truancy notification letter will be disqualified from all exemptions.

Requirements for Second Semester Exam Exemptions in High School Courses for All Students

- Students who have a 90 or higher average for the two quarters during the second semester in a high school course will be exempted from the semester exam if the student desires. When a student is exempted from the examination, the semester average will be the average of the two quarter grades unless the course has a state assessment and those scores are returned on time.
- Additionally, to be eligible for exam exemption, a student must have zero unexcused absences or partial unexcused absences for the semester in which the course exam is taken.

- Students who receive a truancy notification letter will be disqualified from all exemptions.

Transfer Grades

Students who transfer grades from another school district must be on an official school transcript for credit to be awarded.

LOTTERY SCHOLARSHIPS³⁴

Each school counselor shall provide incoming 9th graders with information on college core courses required for lottery scholarships as well as necessary criteria (grade point average, ACT and SAT score, etc.) that must be met in order to receive a scholarship.

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

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

LOTTERY SCHOLARSHIP DAY

Each school year, prior to scheduling courses for the following school year, schools teaching students in grades 8-11 shall conduct a lottery scholarship day for students and their parents.⁴⁵

Legal References

1. TRR/MS 0520-01-03-.02, State Board of Education Policy 3.301; Public Acts of 2022, Chapter No. 1080
2. TCA 49-2-203(b)(7); TCA 49-2-301(b)(1)(H)
3. TCA 49-1-617
4. TCA 49-4-904, 907
5. TCA 49-4-932(f)

Cross References

Alternative Credit Options 4.209
 Credit Recovery 4.210
 Reporting Student Progress 4.601
 Honor Roll, Awards, & Class Ranking 4.602
 Promotion and Retention 4.603
 Transcript Alterations 4.608
 Testing Programs 4.700
 Attendance 6.200

Lakeland Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Application and Employment	Descriptor Code: 5.106	Issued Date: 07/10/23
		Rescinds: 5.106	Issued: 08/09/21

APPLICATION

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

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

Any costs incurred to perform these background checks and fingerprinting shall be paid by the applicant.⁴

Professional Employees

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

No person shall be employed:

1. Who does not hold a valid license to teach or a temporary permit to teach from the State Board of Education;⁶
2. Who has been identified by the Department of Children’s Services, or on a similar registry in another jurisdiction, as a perpetrator of child abuse, severe child abuse, child sexual abuse, or child neglect, or who poses an immediate threat to the health, safety, or welfare of children;⁷
3. Who is listed on the state’s abuse of vulnerable persons registry maintained by the Department of Health, or on a similar registry in another jurisdiction;⁷
4. Who does not present a physician's certificate showing a satisfactory health record or has any contagious or communicable disease in such form that might endanger the health of school children;⁸

5. Who has not complied with the Immigration Reform and Control Act of 1986;¹¹
6. Who refuses to take and subscribe to an oath to support the Constitution of the State of Tennessee and of the United States of America;⁹
7. Who advocates the overthrow of the American form of government or who is a member of a political party which advocates the overthrow of the American form of government.
8. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from employment for cause; or
9. Who does not receive a satisfactory background check.¹⁰

Support Employees

No person shall be employed:

1. Who does not present a physician's certificate showing a satisfactory health record or has any contagious or communicable disease in such form that might endanger the health of school children;⁸
2. Who has been identified by the Department of Children's Services, **or on a similar registry in another jurisdiction**, as a perpetrator of child abuse, severe child abuse, child sexual abuse, or child neglect, or who poses an immediate threat to the health, safety, or welfare of children;⁷
3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department of Health, **or on a similar registry in another jurisdiction**;⁷
4. Who has not complied with the Immigration Reform and Control Act of 1986;¹¹
5. Who refuses to take and subscribe to an oath to support the Constitution of the State of Tennessee and of the United States of America;⁹
6. Who advocates the overthrow of the American form of government or who is a member of a political party which advocates the overthrow of the American form of government.
7. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from employment for cause; or
8. Who does not receive a satisfactory background check.¹⁰

EMPLOYMENT

After checking references and receiving written recommendations, the superintendent shall hire and assign qualified applicants.

Initial Employment for Professional Employees

Upon initial employment, the superintendent shall notify such person, in writing, of the offer and conditions of employment. Upon receipt of employment notification, such person shall respond within the timeline established by state law.¹² From the date of the written acceptance, such person is considered to be under employment with the Board and is subject to all rights, privileges and duties.

Legal References

1. TCA 49-5-406; TCA 49-5-413
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; TCA 49-5-106
7. TCA 49-5-413(e); Public Acts of 2023, Chapter No. 222
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

Lakeland Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Employment of Retirees	Descriptor Code: 5.119	Issued Date: 07/10/23
		Rescinds: 5.119	Issued: 07/11/22

General

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

EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS

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

~~EMPLOYMENT CONTRACTS FOR ONE YEAR~~ **GENERAL EMPLOYMENT CONTRACTS**

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

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

ADDITIONAL EMPLOYMENT OPTION FOR RETIREES³

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

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

The Superintendent shall notify TCRS of the member's reemployment. ~~and certify in writing that the retired member has the required experience and training for the position and that no other qualified persons are available to fill the position~~ Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state law. The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five percent (5%) of the retired member's pay rate.

Legal References

1. TCA 8-36-805; Public Acts of 2023, Chapter No. 425
2. TCA 8-36-821; Public Acts of 2023, Chapter No. 425
3. TCA 8-36-822; Public Acts of 2023, Chapter No. 425

Cross References

- Application and Employment 5.106
- Substitute Teachers 5.701

Lakeland Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date: 07/10/23
		Rescinds: 5.305	Issued: 08/12/19

PURPOSE

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

ELIGIBILITY

Anyone who has been employed for at least twelve (12) months by the school district and anyone who has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for service for purposes of FMLA eligibility¹) during the previous twelve (12) month period shall be eligible to use FMLA leave.²

GENERAL PRINCIPLES

An eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave during a fixed calendar year for the following reasons:

1. The birth of a child;
2. The placement of a child with the employee for adoption or foster care;
3. A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her job position;
4. The care of a spouse, child, parent, or next of kin of the employee who has a serious health condition; and
5. Any qualifying circumstances arising out of the fact that a spouse, child, or parent of the employee is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces.

Granting of leave under this policy shall be subject to, and in accordance with, the provisions of applicable federal and state laws. An employee may substitute accrued paid leave for unpaid time. Use of accrued paid leave shall run concurrently with and be counted toward the employee's total period of FMLA leave.

MATERNITY/PATERNITY LEAVE

1. *Relationship between FMLA leave and Tennessee Maternity Leave Act* – FMLA leave shall run concurrently with leave provided under the Tennessee Maternity Act, which affords eligible employees leave for a period not to exceed four (4) months for the adoption, pregnancy, childbirth, and nursing of a newborn child.³
2. *Teachers' Leave* – In accordance with state law, any teacher who goes on maternity or paternity leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for maternity leave purposes. In order to be eligible to use sick leave, written request of the teacher accompanied by a statement from the teacher's physician verifying pregnancy shall be submitted. Upon verification by a written statement from an adoption agency or other entity handling an adoption, a teacher may also be allowed to use accumulated leave for adoption of a child. If both adoptive parents are teachers employed by the district, however, only one (1) parent is entitled to use such leave.⁴
3. Spouses who are both eligible employees of the school district are limited to a combined total of twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken for the birth and care of a newborn child, for the placement of a child for adoption or foster care, or to care for a parent who has a serious health condition. Under certain circumstances, spouses who share leave for the birth or adoption of a child may be eligible for limited amounts of additional leave for other qualifying FMLA reasons.⁵
4. *Paid Parental Leave* – Under state law, an additional six (6) work weeks of paid leave is available to eligible employees after a birth, stillbirth, or adoption of a newly placed minor child. An eligible employee taking leave under this provision shall not be required to utilize any other type of accrued leave during this period. Eligible employees include teachers, principals, supervisors, or other individuals required by law to hold a valid license of qualification for employment who have been employed with a school district full time for at least twelve (12) consecutive months.

Employees shall provide notice to the school district thirty (30) days prior to the intended use of the leave. If the employee learns about the need for leave less than thirty (30) days in advance, the employee shall give notice as soon as reasonably possible in order to be eligible for the paid leave. This paid leave does not need to be taken consecutively; however, the paid leave shall be used within twelve (12) months of the qualifying event. The leave shall run concurrently with FMLA leave.⁶

LEAVE FOR A SERIOUS HEALTH CONDITION⁶⁷

Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when he/she is unable to work because of a serious health condition or to care for an immediate family member with a serious health condition. Granting of such leave shall be subject to the provisions of

applicable federal and state laws. Employees shall contact Human Resources to determine if the reason for leave qualifies as FMLA leave. If the leave is foreseeable, the employee shall give thirty (30) days' notice. If the leave is not foreseeable, the employee shall notify Human Resources as soon as practicable—generally, either the same or next business day.

LEAVE FOR MILITARY FAMILY MEMBERS

1. *Qualifying Exigency Leave*⁷⁸ - Eligible employees are entitled to up to twelve (12) workweeks of leave because of any “qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been notified of an impending call to active duty, or has been notified of an impending call to active duty status in the Armed Forces. Qualifying exigencies may include:
 - a. Issues arising from the service member’s short notice deployment;
 - b. Military events and related activities (e.g. official ceremonies, support programs);
 - c. Making or updating financial and legal arrangements;
 - d. Attending counseling;
 - e. Taking up to fifteen (15) days leave to spend time with a covered service member who is on short-term rest and recuperation leave during deployment; or
 - f. Attending post-deployment activities.
2. *Military Caregiver Leave*⁸⁹ - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member or covered veteran with a serious injury or illness is entitled to up to twenty-six (26) workweeks of leave in a “single twelve (12) month period.” A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in out-patient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

A covered veteran is an individual who was a member of the Armed Forces at any time during the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy that has a serious injury or illness who is currently receiving medical treatment, recuperation, or therapy.

The calculation of this five (5) year period shall not include the interval of October 28, 2009 through March 8, 2013. The “single twelve (12) month period” for military caregiver leave begins on the first day the employee takes leave for this reason and ends twelve (12) months later. An eligible employee is limited to a combined total of twenty-six (26) workweeks of leave to provide care for a covered service member. The maximum of twenty-six (26) workweeks may include no more than twelve (12) workweeks of leave that is taken for the birth and care of a newborn child, for the placement of a child for adoption or foster care, for care of a parent who has a serious health condition, or for the employee's own serious health condition.

INTERMITTENT LEAVE⁹¹⁰

Eligible employees may take FMLA leave intermittently when medically necessary to care for a seriously ill family member, because of the employee's own serious health condition, or for the care for a newborn, a newly adopted child, or a newly placed foster care child. When a licensed employee requests foreseeable leave for planned medical treatment and the employee would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, the school district may require that such employee elect either to take the leave for periods of a particular duration, not to exceed the duration of the planned medical treatment, or to transfer temporarily to an available alternative position offered by the school district for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

RESTRICTIONS

1. Notice Requirements

- a. *Employee Notice*⁺¹¹ - For foreseeable leave, the employee shall provide the Superintendent with at least thirty (30) days written notice before the beginning of the anticipated leave.
- b. *District Notice* - Once it has been established that the leave requested qualifies for FMLA, the Superintendent/designee shall notify the employee within three (3) business days (absent extenuating circumstances) that any leave taken pursuant to state leave statutes (paid vacation leave, personal leave, sick leave, or workers' compensation) shall run concurrently with FMLA leave.⁺¹² The notice may be given orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than the following pay day.⁺¹³

2. Certification Requirement⁺¹⁴

- a. The Superintendent may require that a request for leave be supported by certification issued by a health care provider with the following information:
 - i. The date on which the serious health condition commenced;
 - ii. The probable duration of the condition;
 - iii. The appropriate medical facts within the knowledge of the health care provider regarding the condition; and
 - iv. A statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed.
- b. If there is any reason to doubt the validity of the certification provided, the Superintendent may require, at the expense of the school district, an opinion of a

second health care provider.

3. Period Near the End of an Academic Term (Professional Employees)⁴¹⁵

- a. If leave is taken more than five (5) weeks prior to the end of the term, the Superintendent may require the employee to continue taking leave until the end of the term if the leave is at least three (3) weeks of duration and the return of employment would occur during the three (3) week period before the end of the term.
- b. If the leave is taken five (5) weeks prior to the end of the term, the Superintendent may require the employee to continue taking leave until the end of the term if the leave is greater than two (2) weeks duration and the return to employment would occur during the two (2) week period before the end of the term.

REQUIREMENTS OF THE BOARD¹⁶

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

Legal References

1. *Hinson v. Tecumseh Products Co.*, 2000 U.S. App. LEXIS 26778, at *1—10 (6th Cir. Oct. 17, 2000)
2. Federal Family and Medical Leave Act of 1993, 29 USCA § 2601, 2611—2619
3. TCA 49-5-702; TCA 4-21-408
4. TCA 49-5-710(a)(2); TCA 8-50-802(a)(4); Public Acts of 2019, Chapter No. 248
5. 29 CFR § 825.120(a)(3)
6. Public Acts of 2023, Chapter No. 399
7. 29 CFR § 825.113
8. 29 CFR § 825.126
9. 29 CFR § 825.124; 29 CFR § 825.127
10. 29 CFR § 825.202
11. 29 CFR § 825.302-825.304
12. 29 CFR § 825.207

Cross References

- Sick Leave 5.302
Long-Term Leaves of Absence 5.304

13. OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v. Morton International, Inc.*, 212 F. 3d 929, 932 (6th Cir. 2000)
14. 29 CFR § 825.305-825.313
15. 29 CFR § 825.602
16. 29 USCA § 2614

Lakeland Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Physical Assault Leave	Descriptor Code: 5.307	Issued Date: 07/10/23
		Rescinds: 5.307	Issued: 04/14/14

A teacher who is absent from assigned duties as a result of personal injury caused by physical assault or other violent criminal acts committed in the course of the teacher's employment duties, shall receive ~~workers' compensation or comparable benefits without loss of accumulated or granted sick, personal or professional leave~~ his/her full salary and full benefits until the teacher is released by his/her physician to return to work or his/her physician determines the teacher is permanently unable to return to work. If the teacher receives workers' compensation or other similar benefits, the Board shall pay the difference between that amount and the teacher's full salary.¹

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

A signed statement listing the cause of the absence shall be provided by the employee on forms furnished by the superintendent and shall promptly be given to the immediate supervisor in support of all claims. A certificate from the physician on forms furnished by the superintendent may also be required to verify the extent of the injury.³

Legal References

1. TCA 49-5-714(a); **Public Acts of 2023, Chapter No. 343**
2. TRR/MS 0520-01-02-.04(4)(b)

Cross References

- Worker's Compensation 3.602**
- Sick Leave 5.302**
- Long Term Leaves of Absence 5.304**

Lakeland Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Staff Rights & Responsibilities	Descriptor Code: 5.600	Issued Date: 07/10/23
		Rescinds: 5.600	Issued: 08/14/17

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

3 Each staff member has the right to: a work environment free from sexual, racial, ethnic, and religious
4 discrimination/harassment.¹

5 ~~1. A work environment free from sexual, racial, ethnic, and religious discrimination/harassment;~~²

6 ~~2. Academic freedom within the confines of state law and board policy in order to create an~~
7 ~~atmosphere of freedom in the classroom;~~

8 Educators have the right to:²

9 1. Be treated with civility and respect as well as having his/her professional judgement and
10 discretion respected;

11 **2. Have their professional judgment and discretion respected;**

13 3. Report any errant, offensive, or abusive content or behavior of a student to the principal and/or
14 appropriate agencies;

16 4. Provide students with a safe environment;

18 5. Defend themselves and their students from physical violence or harm;³

20 6. Share information regarding a student's educational experience, health, or safety with the
21 student's parent(s)/guardian(s) unless otherwise prohibited;⁴

23 7. Review all instructional material or curriculum before being utilized by students; ~~and~~

25 8. Not be required to use his/her personal money to appropriately equip a classroom; **and**

26 **9. Receive benefits in accordance with state law if the educator is a teacher who is on leave due to**
27 **a physical assault or other violent criminal act committed during the course of employment.**⁶

28 Each staff member has the responsibility to:

- 1 1. Make themselves familiar with and abide by, the laws of the state as these affect their work, the
2 policies of the board and the procedures designed to implement them;⁵
- 3 2. To adhere to the Teacher Code of Ethics, to the extent applicable;^{6,7}
- 4 3. Exercise good judgment in selecting issues for discussion and balance the relative maturity of
5 students and the students' right to know;
- 6 4. Be courteous and helpful in interacting and responding to parents, visitors and members of the
7 public;
- 8 5. Keep all records and prepare and submit promptly all reports that may be required by state law,
9 State Board of Education rules and regulations, board policy and administrative procedures; and
- 10 6. Wear appropriate dress for work according to board guidelines and local school rules; and
- 11 7. Report students who commit offenses of assault and battery or vandalism on school property
12 endangering the life, health, or safety of others pursuant to state law.⁵

Legal References

1. 42 USCA § 2000e-2(a), (b); TCA 49-6-8004
2. TCA 49-5-209; Public Acts of 2023, Chapter No. 153
3. TCA 49-6-2802
4. 20 USCA § 1232g
5. TCA 49-6-4301
6. TCA 49-5-714
7. TCA 49-5-1001 *et seq.*

Cross References

- Curriculum Development 4.200
- Controversial Issues 4.800
- Religious Content of Courses 4.804
- Staff-Student Relations 5.610
- Ethics 5.611

Lakeland Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: <h2 style="text-align: center;">Attendance</h2>	Descriptor Code: 6.200	Issued Date: 07/10/23
		Rescinds: 6.200	Issued: 04/03/23

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 Superintendent/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 Student Services 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;
- 13 5. Notifying the Department of Safety whenever a student with a driver's permit or license
14 withdraws from school; and²
- 15 6. Assisting the Board, under the direction of the Superintendent, with the enforcement of the
16 compulsory attendance laws of the State, and to discharge other duties that are necessary to
17 effectuate enforcement of laws, this policy, and any procedures related to absenteeism and
18 truancy.

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

22 Absences shall be classified as either excused or unexcused as determined by the Principal or his/her
23 designee.

24 A. Excused absences shall include:⁴

- 25 1. Personal illness/injury;
- 26 a. Only ten (10) days, whether consecutive or not, can be excused by a parent note.

- 1 b. All absences over 10 days must be accompanied by a medical note.
- 2 2. Illness of immediate family member;
- 3 a. Immediate family member refers to a student's parents/guardian or sibling.
- 4 3. Death in the family;
- 5 4. Extreme weather conditions;
- 6 5. Religious observances;⁵
- 7 6. Pregnancy;
- 8 7. School endorsed activities;
- 9 8. Up to two (2) college visits on school days for 11th and 12th graders;
- 10 9. Driver's testing;
- 11 10. Summons, subpoena, or court order; or
- 12 11. Circumstances which in the judgment of the principal create emergencies over which the
- 13 student has no control.

14 The principal shall be responsible for ensuring that:⁶

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

21 B. Absences for non-school sponsored extracurricular activities⁷:

- 22 1. School Principals may excuse a student from school attendance to participate in a non-
- 23 school sponsored extracurricular activity if the following conditions are met:
- 24 a. The student provides documentation to the school as proof of the student's
- 25 participation in the non-school sponsored extracurricular activity; and
- 26 b. The student's parent or guardian, prior to the extracurricular activity, submits to the
- 27 Principal a written request for the excused absence. The written request shall be
- 28 submitted no later than five (5) business days prior to the student's absence and shall
- 29 include:

- 1 i. The student's full name and personal identification number;
 - 2 ii. The student's grade;
 - 3 iii. The dates of student's absence;
 - 4 iv. The reason for the student's absence; and
 - 5 v. The signature of the student and the student's parent or guardian.
- 6 2. The Principal shall indicate in writing whether the absence is excused or unexcused.
 - 7
 - 8 3. The maximum number of days for which school Principals may excuse students for non-
 - 9 school sponsored extracurricular activities is five (5) per school year; provided that the
 - 10 Principal may limit the number of days for which students may be excused based upon the
 - 11 student's grades or disciplinary record.

12 All absences must be verified in writing by the parent within three (3) business days of the student's
13 return to school.

14 Absences for which no written verification is submitted will be considered unexcused.

15 Students who have more than five (5) unexcused absences have the opportunity to appeal to the
16 Student Services Supervisor. The decision of the Student Services Supervisor shall be final.

17 Students participating in school sponsored activities shall be counted present.

18 **TRUANCY**

19 *General*

20 Annually, the Superintendent/designee will provide written notice to parent(s)/guardian(s) that
21 attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled
22 school day in order to be counted present. Students may attend part-time days, alternating days, or for a
23 specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be
24 considered present for school attendance purposes. If a student is required to participate in a remedial
25 instruction program outside of the regular school day where there is no cost to the parent(s)/guardian(s)
26 and the school system provides transportation, unexcused absences from these programs shall be
27 reported in the same manner.⁸

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

33 *Progressive Truancy Plan*⁹

1 Tier I of the progressive truancy plan shall apply to all students within the district and include schoolwide
2 prevention-oriented supports to assist with satisfactory attendance. These supports shall include, but are
3 not limited to, positive reinforcement and incentive programs, class and school-wide recognition, and
4 programs that recognize improved attendance.

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

- 7 1. A conference with the student and the student's parent(s)/guardian(s);
8
- 9 2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s),
10 and the Attendance Supervisor/designee. The contract shall include:
 - 11 a. A specific description of the school's attendance expectations for the student;
 - 12 b. The period for which the contract is effective; and
 - 13 c. Penalties for additional absences and alleged school offenses, including additional
14 disciplinary action and potential referral to juvenile court.
- 15 3. Regularly scheduled follow-up meetings to discuss the student's progress; and
16
- 17 4. A school employee shall conduct an individualized assessment detailing the reasons a student
18 has been absent from school. The employee may refer the student to counseling, community-
19 based services, or other services to address the student's attendance problems.

20 Tier III shall be implemented if the truancy interventions under Tier II are unsuccessful. Tier III shall
21 consist of one or more of the following interventions: RTI2B Tier III interventions, school-based
22 community services; participation in a school-based restorative justice program, referral to a school-
23 based teen court; Saturday or after-school courses designed to improve attendance and behavior.

24 The interventions shall address students' needs in an age-appropriate manner. Finalized plans shall be
25 approved by the Superintendent/designee.

26 If truancy interventions are unsuccessful, or the parent/guardian is unwilling to cooperate with the
27 truancy intervention requirements outlined in the progressive truancy plan, then the director of schools,
28 or designee, may report the student's absences to the appropriate judge without completing the
29 intervention tiers.

30 **MILITARY SERVICE OF PARENT/GUARDIAN¹⁰**

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

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

37 **RELEASED TIME COURSE¹¹**

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

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

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

9 **MAKE-UP WORK**

10 Students will be allowed one additional day for each excused absence to complete make-up work,
11 tests, or other assignments that were due during their absence for full credit. Requests for exceptions to
12 this policy shall be made first to the classroom teacher then to the principal for any final decisions.

13 **STATE-MANDATED ASSESSMENT**

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

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

20 **CREDIT/PROMOTION DENIAL**

21 Credit/promotion denial determinations may include student attendance; however, student attendance
22 may not be the sole criterion. ⁺⁺¹² If attendance is a factor prior to credit/promotion denial, the following
23 shall occur:

- 24 1. The student and the parent(s)/guardian(s) shall be advised if the student is in danger of
25 credit/promotion denial due to excessive absenteeism; and
26
- 27 2. Procedures in due process are available to the student when credit or promotion is denied.

28 **DRIVER'S LICENSE REVOCATION**²

29 A student who has more than ten (10) consecutive or fifteen (15) unexcused absences during any
30 semester shall be ineligible to retain a driver's permit or license.

31 **ATTENDANCE HEARING**⁺²¹³

32 Students with excessive (more than five (5)) unexcused absences or those in danger of credit/promotion
33 denial shall have the opportunity to appeal to an attendance hearing committee appointed by the

- 1 principal. If the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided
 2 written or actual notice of the appeal hearing and shall be given the opportunity to address the committee.
 3 The committee will conduct a hearing to determine if any extenuating circumstances exist to excuse an
 4 absence(s) or to determine if the student has met attendance requirements that will allow him/her to pass
 5 the course or be promoted. Upon notification of the attendance committee decision, the principal shall
 6 send written notification to the Superintendent/designee and the parent(s)/guardian(s) of the student of
 7 any action taken regarding the excessive unexcused absences. The notification shall advise
 8 parent(s)/guardian(s) of their right to appeal such action within two (2) school days to the
 9 Superintendent/designee.
- 10 The appeal shall be heard no later than ten (10) school days after the request for appeal is received.
- 11 Within five (5) school days of the Superintendent/designee rendering a decision, the student's
 12 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.
 13 Following the review, the Board may affirm or overturn the decision of the Superintendent/designee.
 14 The action of the Board shall be final.

 Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c); Public Acts of 2022, Chapter No. 878
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5); State Board of Education Policy 4.100
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3022
8. TCA 49-6-3021
9. TCA 49-6-3007; TCA 49-6-3009
10. TCA 49-6-3019
11. TCA 49-2-130
12. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
13. TRR/MS 0520-01-02-.17(7)

 Cross References

- School Calendar 1.800
- Extracurricular Activities 4.300
- Interscholastic Athletics 4.301
- Field Trips/Excursions/Competitions 4.302
- Reporting Student Progress 4.601
- Promotion and Retention 4.603
- Recognition of Religious Beliefs, Customs, & Holidays 4.803
- Voluntary Pre-K Attendance 6.2011
- Homeless Students 6.503
- Students in Foster Care 6.505
- Students from Military Families 6.506
- Student Records 6.600

Lakeland Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: <b style="text-align: center;">Home Schools	Descriptor Code: 6.202	Issued Date: 07/10/23
		Rescinds: 6.202	Issued: 05/09/22

General

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

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

1. Provide annual notice to the Superintendent before the commencement of each school year of the intent to conduct a home school;
2. Submit to the Superintendent the name, number, age, grade level of children involved, location of the school, curriculum to be offered, proposed hours of instruction, and qualifications of the parent-teacher;
3. Maintain attendance records, subject to inspection by the Superintendent;
4. Submit attendance records to the Superintendent at the end of each school year;
5. Provide instruction for at least four (4) hours per day for the same number of instructional days as are required by state law;³
6. Possess a high school diploma, ~~GED, or HiSET~~ or a high school equivalency credential approved by the State Board of Education;⁴
7. Cooperate in the administration to home school students of appropriate tests by the Commissioner of Education, his/her designee or by a professional testing service in grades five (5), seven (7), and nine (9);
8. Take actions according to state law if home school student falls behind appropriate grade level;
- ~~9. Submit proof to the Superintendent that the home school student has been vaccinated as required by law;⁵~~
10. Submit proof to the Superintendent that other health services and examinations as required by law have been received by the home school student; and

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

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

FACILITIES USE

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

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

RECORD ACCESS

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

STUDENT PERFORMANCE⁶

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

Legal References

1. TCA 49-50-801(a)
2. TCA 49-6-3050(b)
3. TCA 49-6-3004(a); TCA 49-6-3050(b)(3)
4. TCA 49-6-3050(b)(4); Public Acts of 2023, Chapter No. 114
- ~~5. TCA 49-6-5001~~
6. TCA 49-6-3050(b)(6)

Cross References

Compulsory Attendance Ages 6.201

Lakeland Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Zero Tolerance Offenses	Descriptor Code: 6.309	Issued Date: 07/10/23
		Rescinds: 6.309	Issued: 07/09/18

~~In order to ensure a safe and secure learning environment, the following offenses shall not be tolerated:~~

~~WEAPONS & DANGEROUS INSTRUMENTS~~

~~Students shall not possess, handle, transmit, use or attempt to use any dangerous weapon in school buildings or on school grounds at any time, or in school vehicles and/or buses or off the school grounds at a school-sponsored activity, function or event.¹~~

~~Dangerous weapons and instruments for the purposes of this policy shall include, but are not limited to a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury.²~~

~~Violators of this section shall be subject to suspension and/or expulsion from school.~~

~~*Firearms (as defined in 18 U.S.C. § 921)³*~~

~~In accordance with state law, any student who brings or possess a firearm on school property shall be expelled for a period of not less than one (1) calendar year. The Superintendent shall have the authority to modify this expulsion requirement on a case-by-case basis.⁴~~

~~DRUGS~~

~~In accordance with state law, any student who unlawfully possesses any drug including any controlled substance or legend drug shall be expelled for a period of not less than one (1) calendar year. The Superintendent shall have the authority to modify this expulsion requirement on a case-by-case basis.⁴~~

~~ASSAULT~~

~~In accordance with state law, any student who commits aggravated assault⁵ as defined in § 39-13-102, or commits assault that results in bodily injury⁶, upon any teacher, principal administrator, any other employee of the school or school resource officer shall be expelled for a period of not less than one (1) calendar year. The Superintendent shall have the authority to modify this expulsion requirement on a case-by-case basis.⁵~~

~~ELECTRONIC THREATS~~

~~In accordance with state law, any student who transmits by an electronic device any communication containing a credible threat to cause bodily injury or death to another student or school employee and the transmission of such threat creates actual disruptive activity at the school that requires administrative intervention shall be expelled for a period of not less than one (1) calendar year. The Superintendent shall have the authority to modify this expulsion requirement on a case-by-case basis.⁶~~

~~NOTIFICATION~~

~~When it is determined that a student has violated this policy, the principal of the school shall notify the student's parent or guardian and the criminal justice or juvenile delinquency system as required by law.⁷~~

In order to ensure a safe and secure learning environment, the following offenses shall not be tolerated:¹

1. Bringing to school or being in unauthorized possession of a firearm on school property;²
2. Unlawful possession of any drug, including any controlled substance, controlled substance analogue, or legend drug on school grounds or at a school-sponsored event;³
3. Aggravated assault;⁴
4. Assault that results in bodily injury⁵ upon any teacher, principal, administrator, any other employee of the school, or school resource officer; or
5. Threats of mass violence on school property or at a school-related activity.⁶

Committing any of these offenses shall result in a student being expelled from the regular school program for at least one (1) calendar year unless modified by the Superintendent. Modification of the length of time shall be granted on a case-by-case basis. Students that commit zero tolerance offenses may be assigned to an alternative school or program at the discretion of the Superintendent.⁷

When it is determined that a student has violated this policy, the principal shall notify the student's parent(s)/guardian(s) and the criminal justice or juvenile delinquency system as required by law.⁸

Legal References

1. TCA 49-6-3401(g)
2. 18 USCA § 921(a)(3); 20 USCA § 7961
3. TCA 39-17-454; TCA 53-10-101
4. TCA 39-13-102
5. TCA 39-13-101(a)(1)
6. TCA 39-16-517; Public Acts of 2023, Chapter No. 299
7. TCA 49-6-3401(g)(2); TCA 49-6-3402
8. TCA 49-6-4209; TCA 39-17-1312; 20 USCA § 7961(h)(1)

Cross References

Code of Conduct 6.300
Drug-Free Schools 6.307
Suspension 6.316
Student Disciplinary Hearing Authority 6.317
Alternative Education 6.319
Safe Relocation of Students 6.4081

Lakeland Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Discipline Procedures	Descriptor Code: 6.313	Issued Date: 07/10/23
		Rescinds: 6.313	Issued: 06/12/23

The following levels of misbehavior and disciplinary procedures and options are designed to protect all members of the educational community in the exercise of their rights and duties.¹

MISBEHAVIORS: Level I

Minor misbehavior on the part of the student which impedes orderly classroom procedures or interferes with the orderly operation of the school, but which can usually be handled by an individual staff member.

Examples (not an exclusive listing):

- Classroom disturbances
- Classroom tardiness
- Cheating and lying
- Abusive language
- Non-defiant failure to do assignments or carry out directions
- Wearing while on the grounds of a public school during the regular school day, clothing that exposes underwear or body parts in an indecent manner that disrupts the learning environment²
- Harassment (Sexual, Racial, Ethnic, Religious)

Disciplinary Procedures:

- Immediate intervention by the staff member.
- Determine what offense was committed and its severity.
- Determine offender and that he/she understands the nature of the offense.
- Employ appropriate disciplinary options.
- Record of the offense and disciplinary action maintained by staff member.

Disciplinary Options:

- Verbal reprimand
- Special Assignment
- Restricting activities
- Assigning work details

- Counseling
- Withdrawal of privileges
- Issuance of demerits which might affect citizenship or department grades
- Strict supervised study
- Detention
- In-school suspension
- Response to Intervention-Behavior (RTI2-B), multi-tiered system of support, and behavior intervention plans.

MISBEHAVIORS: Level II

Misbehavior whose *frequency* or *seriousness* tends to disrupt the learning climate of the school. Included in this level are misbehaviors which do not represent a direct threat to the health and safety of others but whose educational consequences are serious enough to require corrective action on the part of administrative personnel.

Examples (not an exclusive listing):

- Continuation of unmodified Level I behaviors
- School or class tardiness
- School or class truancy
- Using forged notes or excuses
- Disruptive classroom behavior

Disciplinary Procedures:

- Student is referred to principal for appropriate disciplinary action.
- Principal meets with student and teacher.
- Principal hears accusation made by teacher, permits student the opportunity of explaining his/her conduct, denying it or presenting any mitigating circumstances.
- Principal takes appropriate disciplinary action and notifies teacher of action.
- Record of offense and disciplinary action maintained by principal.

Disciplinary Options:

- Teacher/schedule change
- Modified probation
- Behavior modification
- Social probation
- Peer counseling
- Referral to outside agency
- In-school suspension
- Transfer
- Detention
- Suspension from school-sponsored activities or from riding school bus

- Restricting school related honors student is otherwise due
- Out-of-school suspension (not to exceed ten (10) days).
- Response to Intervention-Behavior (RTI2-B), multi-tiered system of support, and behavior intervention plans.

MISBEHAVIORS: Level III

Acts directly against persons or property but whose consequences do not seriously endanger the health or safety of others in the school.

Examples (not an exclusive listing):

- Continuation of unmodified Level I and II behaviors
- Fighting (simple)
- Vandalism (minor)
- Use, possession, sale, and/or distribution of tobacco, drugs, and/or alcohol
- Stealing
- Threats to others
- Harassment (Sexual, Racial, Ethnic, Religious)

Disciplinary Procedures:

- Student is referred to principal for appropriate disciplinary action.
- Principal meets with student and teacher.
- Principal hears accusation by accusing party and permits offender the opportunity of explaining conduct.
- Principal takes appropriate disciplinary action.
- Principal may refer incident to Superintendent and make recommendations for consequences. In cases of vandalism or property damage, principal shall report the incident to the Superintendent.
- If student's program is to be changed, adequate notice shall be given to the student and his/her parents of the charges against him, his/her right to appear at a hearing and to be represented by a person of his/her choosing.
- Any change in school assignment is appealable to the Board.
- Record of offense and disciplinary action maintained by principal or Superintendent.

Disciplinary Options:

- In-school suspension
- Detention
- Restitution from loss, damage or stolen property
- Out-of-school suspension not to exceed ten (10) days
- Social adjustment classes
- Transfer
- Expulsion

- Response to Intervention-Behavior (RTI2-B), multi-tiered system of support, and behavior intervention plans.

MISBEHAVIORS: Level IV

Acts which result in violence to another's person or property or which pose a threat to the safety of others in the school. These acts are so serious that they usually require administrative actions which result in the immediate removal of the student from the school, the intervention of law enforcement authorities and/or action by the Board.

*Examples (not an exclusive listing):*³

- Unmodified Level I, II and III behaviors
- Death threat (hit list)
- Extortion
- Bomb threat
- Threat of mass violence on school property or at a school-related activity *
- Possession/use/transfer of dangerous weapons *
- Assault that results in bodily injury upon any teacher, principal, administrator, any other employee of the school, or a school resource officer *
- Assault/Battery *
- Vandalism (significant)
- Theft/possession/sale of stolen property
- Arson/Possession of unauthorized substances *
- Use/transfer of unauthorized substances
- Harassment (Sexual, Racial, Ethnic, Religious)
- Refusal to be searched or participate in a search; behaving uncooperatively during a search
- Off campus criminal behavior that results in the student being legally charged with an offense that would be classified as a felony if the student was charged as an adult²⁴

Disciplinary Procedures:

- Principal confers with appropriate staff members and with the student.
- Principal hears accusations and permits offender opportunity to explain conduct.
- Parents are notified.
- Law enforcement officials are contacted.
- Incident is reported and recommendations made to the Superintendent.
- Complete and accurate reports are submitted to the Superintendent.
- Student is given hearing before disciplinary hearing authority.

Disciplinary Options

- Expulsion
- Alternative schools

- In cases of vandalism or school property damage, the Superintendent shall address restitution.
- Other hearing authority or Board action which results in appropriate placement
- Response to Intervention-Behavior (RTI2-B), multi-tiered system of support, and behavior intervention plans.

* Expulsion/Remand for a period of not less than one (1) calendar year subject to modification by the Superintendent on a case-by-case basis.

ADDITIONAL GUIDELINES:

- A principal shall not impose successive short-term suspensions that cumulatively exceed ten (10) days for the same offense.⁴⁵
- A teacher or other school official shall not reduce or authorize the reduction of a student's grade because of discipline problems except in deportment or citizenship.
- A student shall not be denied the passing of a course or grade promotion solely on the basis of absences except as provided by board policy.
- A student shall not be denied the passing of a course or grade promotion solely on the basis of failure to:
 - pay any activity fee;
 - pay a library or other school fine; or
 - make restitution for lost or damaged school property.

Legal References

1. TCA 49-6-4002 to 4005
2. TCA 49-6-4009
3. TCA 39-16-517; TCA 49-6-3401(g); Public Acts of 2023, Chapter No. 299
4. TCA 49-6-3401
5. TCA 49-6-3007(g)(3)

Cross References

Traffic and Parking Controls 3.403
 Procedural Due Process 6.302
 Interrogations and Searches 6.303
 Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304
 Bus Safety and Conduct 6.308
 Zero Tolerance Offenses 6.309
 Dress Code 6.310
 Care of School Property 6.311
 Detention 6.315
 Suspension/Expulsion/Remand 6.316
 Safe Relocation of Students 6.4081

Lakeland Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Alternative Education	Descriptor Code: 6.319	Issued Date: 07/10/23
		Rescinds: 6.319	Issued: 01/09/23

*General*¹

The Board shall operate an alternative program for students in grades 6-9¹⁰ who have been suspended or expelled from regular school programs.

An alternative program is a short-term intervention program designed to provide educational services outside the regular school program for students who have been suspended or expelled. Alternative programs may be located within the regular school, be a self-contained program within a school, or a virtual education program that is accessed off-campus from the student’s place of residence.

The alternative program shall be operated in accordance with state laws and the rules of the State Board of Education, and instruction shall proceed as nearly as practicable in accordance with the instructional programs at the student’s regular school. The Superintendent shall develop procedures that provide appropriate educational opportunities for all students assigned to the alternative school or program. These educational opportunities shall adhere to Tennessee’s academic standards.²

ASSIGNMENT

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

1. Level of supervision available;
2. Safety considerations; and
3. Type of infraction.

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

1. A zero tolerance offense;⁴ or
2. An offense of violence or threatened violence, or an offense that threatened the safety of other students at the school, if the location of the alternative school or program is on the same grounds as the school from which the student was disciplined **or assigning the student to that location would endanger the safety of the students or staff.**⁵

Consideration to assign these students to the alternative school or program will be determined by the Superintendent/designee on a case-by-case basis.

Prior to the assignment of the student to an alternative school program, the Superintendent shall provide written notice to the student's parent/guardian stating the reason for the student's placement.⁶

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

Attendance in alternative school programs shall be mandatory, and transportation for students must be provided or arranged by parent(s)/guardian(s).

The Superintendent shall monitor and regularly evaluate the academic progress of each student enrolled in an alternative education program.

REMOVAL⁸

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

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

ADDITIONAL OFFENSES⁹

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

TRANSITION PLANS¹⁰

The Superintendent shall develop procedures regarding the implementation of transition plans for the integration of students entering and exiting the program.

Legal References

1. TCA 49-6-3402; TRR/MS 0520-01-02-.09
2. TRR/MS 0520-01-02-.09(9)(a)

Cross References

- Special Education 4.202
Virtual Education Program 4.212

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. TCA 49-6-3402(c)(1)(C); **Public Acts of 2023, Chapter No. 279**
 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)(B)
 9. TRR/MS 0520-01-02-.09(9)(g)(2)
 10. TRR/MS 0520-01-02-.09(9)(m)
- Suspension 6.316
Student Disciplinary Hearing Authority 6.317
Special Education Students 6.500

Lakeland Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Student Surveys, Analyses, and Evaluations	Descriptor Code: 6.4001	Issued Date: 07/10/23
		Rescinds: 6.4001	Issued: 05/11/15

Surveys, analyses, and evaluations for research purposes shall be allowed by the Board when the project is viewed as contributory to a greater understanding of the teaching-learning process, the project does not violate the goals of the Board, and the disruption of the regular school program is minimal. The superintendent shall develop administrative procedures for approving requests for conducting surveys, analyses, or evaluations by agencies, organizations or individuals. The requests shall outline what is to be done, who is to be involved and how the results will be used and distributed.¹

Prior to the dissemination of a survey, analysis, or evaluation to students, parent(s)/guardian(s) shall be notified of their ability to review the materials.¹ Such notification shall include information indicating the purpose of the survey, analysis, or evaluation as well as who will have access to the results. ~~Following such notification and prior to the administration of the survey, analysis, or evaluation, parents/guardians may opt their child out of participation.~~ The survey, analysis, or evaluation shall only be administered to students under the age of eighteen (18) whose parent(s)/guardian(s) provide written, informed, and voluntarily signed consent. A student who is eighteen (18) years of age or older may participate after he/she provides written, informed, and voluntarily signed consent. The superintendent shall develop procedures for granting such parental requests and to implement the other provisions of this policy.⁵¹

No student shall be required, as part of any program, to submit to a survey, analysis or evaluation that reveals information concerning:^{1,2,5}

1. Mental or psychological problems of the student or the student's family;
2. Sexual behavior or attitudes;
3. Illegal, anti-social, self-incriminating, or demeaning behavior;
4. Critical appraisals of other individuals with whom respondents have close family relationships;
5. Legally privileged relationships;
6. Income; or
7. The collection of student biometric data involving the analysis of facial expressions, EEG brain wave patterns, skin conductance, galvanic skin response, heart-rate variability, pulse, blood volume, posture, and eye-tracking⁶³

without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent/guardian.⁵

The collection of the following student data is strictly prohibited:⁷⁴

1. Political affiliation or voting history;
2. Religious practices; and
3. Firearm ownership.

COLLECTING, DISCLOSING OR USING INFORMATION FOR MARKETING³⁵

In general, the district will not collect, disclose or use personal student information for the purpose of marketing or selling that information or otherwise providing that information to others for that purpose.

If any collected information is to be marketed or sold, parent(s)/guardian(s) will be directly notified at least annually at the beginning of the school year of the specific or approximate dates when such information will be collected. Parent(s)/guardian(s), upon request, may inspect any instrument used to collect personal information for the purpose of marketing or selling that information before the instrument is administered or distributed to the student. All parent(s)/guardian(s) and students of appropriate age may decline to provide the information requested.

This portion of the policy does not apply to the collection, disclosure or use of personal information collected from students for the exclusive purpose of developing, evaluating or providing educational products or services for or to students or educational institutions to the extent allowed by law, such as ~~the following~~:⁴

1. College or other postsecondary education recruitment or military recruitment;
2. Book clubs, magazines and programs providing access to low-cost literary products;
3. Tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;
4. The sale by students of products or services to raise funds for school-related or education related activities; or
5. Student recognition programs.

Legal References

1. TCA 49-2-211; Public Acts of 2023, Chapter No. 353
2. 20 USCA § 1232h
3. TCA 49-1-706
4. TCA 49-1-705
5. 20 USCA § 1232h(c)(1); 20 USCA § 1232h(c)(4)

Cross References

Testing Programs 4.700

Lakeland Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Physical Examinations and Immunizations	Descriptor Code: 6.402	Issued Date: 07/10/23
		Rescinds: 6.402	Issued: 08/09/21

PHYSICAL EXAMINATIONS¹

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

1. Entering school for the first time; and
2. Participation as a member of any athletic team or in any other strenuous physical activity program.

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

Screening tests as **required recommended** by the Tennessee Department of Education and the Department of Health will be conducted. Parent(s)/Guardian(s) will receive written notice of any screening result that indicates a condition that might interfere or tend to interfere with a student's progress. ~~In general, the school district will not conduct physical examinations of a student without parental consent to do so or by court order, unless the health or safety of the student or others is in question.~~³ Parent(s)/guardian(s) may excuse their student from participating in health screenings that are part of a coordinated school health program by submitting a request in writing to the school nurse, instructor, school counselor, or principal.³

IMMUNIZATIONS

~~No students entering school, including those entering kindergarten or first grade, those from out-of-state and those from nonpublic schools, will be permitted to enroll (or attend) without proof of immunization;~~ Students will not be permitted to enroll or attend school without proof of immunization as determined by the Commissioner of Public Health unless circumstances outlined in state or federal law prevent a student from producing such records. It is the responsibility of the parent(s)/guardian(s) to have their children immunized and to provide such proof to the principal of the school which the student is to attend.⁴ This Policy does not apply to an immunization, vaccination, or injection for the SARS-CoV-2 virus or any variant of the SARS-CoV-2 virus.

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

1. ~~A written statement that the immunization and other preventive measures conflict with the parents' or guardians' religious tenets and practices, affirmed under the penalties of perjury. Parents or guardians may not provide a statement of waiver from immunizations during an epidemic or immediate threat of an epidemic.~~ His/her religious tenets and practices if in the absence of an epidemic or immediate threat of an epidemic;⁵ or
2. ~~A written statement from the student's doctor excusing the student from the immunization for medical reasons.~~ Due to medical reasons if the student has a written statement from his/her doctor excusing him/her from the immunization.⁶

The Superintendent shall ensure that appropriate immunization records are maintained for each student. Proof of exceptions will be in writing and filed in the same manner as other immunization records.

A list of transfer students shall be kept at each school in order that their records may be monitored by the Department of Health.

Legal References

1. 20 USCA § 1232h(c)
2. TRR/MS 0520-01-13-.01(1)(a)
3. **Public Acts of 2023, Chapter No. 353**; 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)
6. TCA 49-6-5001(c)(2)

Cross References

Promoting Student Welfare 6.400

Lakeland Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Opioid Antagonist	Descriptor Code: 6.4052	Issued Date: 07/10/23
		Rescinds:	Issued:

1 **General**

2 The district shall maintain an opioid antagonist at each school in at least two (2) unlocked, secure
3 locations to be administered to any student believed to be having a drug overdose.¹ School nurses and
4 other school personnel expected to provide emergency care to students shall be trained according to the
5 Tennessee Department of Health guidelines. The school nurse or other trained school personnel may
6 utilize the school's supply of opioid antagonists to respond to a drug overdose, under a standing
7 protocol from a physician.

8 **PARENTAL NOTIFICATION**

9 The school system shall notify the parent(s)/guardian(s) of any student to whom an opioid antagonist
10 has been administered.

11 **PROCEDURES**

12 The Superintendent shall develop procedures for the maintenance and usage of opioid antagonists as
13 well as procedures regarding record keeping and reporting after any incident.

Legal References

1. State Board of Education Policy 4.205

INTERLOCAL AGREEMENT FOR STUDENT TRANSPORTATION ASSISTANCE

This Agreement is made and entered into by and between the Collierville Schools Board of Education (“Provider”), a public school district, located at 145 W. Poplar Avenue Collierville, TN 38017 and Town of Arlington Board of Education, Bartlett City Board of Education, City of Lakeland Board of Education, and the City of Germantown Board of Education, (the “Districts” or the “Boards”).

WITNESSETH:

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

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

WHEREAS, the Collierville Schools Board of Education has a Student Transportation staff with sufficient qualifications to provide those services to the Board; and

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

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

1. Purpose – The purpose of this Agreement is to authorize the Provider to deliver Student Transportation services to the Districts in exchange for consideration under the following terms and conditions.
2. Designated Representatives – To implement this Agreement, each Party’s Director of Schools or their designee shall be that Party’s representative with regard to their respective Districts’ Student Transportation needs and all other matters pertaining to those services provided pursuant to this Agreement. Such designees, hereinafter collectively referred to as the “Directors,” shall serve as the point of contact for the Provider, the Provider’s Director, and all Student Transportation personnel concerning disputes regarding the terms of this Agreement or any services provided hereunder.
3. Services – The Provider shall cause its Student Transportation personnel (“Student Transportation Personnel”) to deliver the Student Transportation (the “Services”) outlined on Attachment A to the Districts pursuant to applicable federal, state, and local laws, codes, rules, and regulations.
4. Third-Party Contract(s) – The Parties expressly acknowledge, and this Agreement contemplates, that Provider shall enter into a third-party contract for Student

Transportation software (the “Software”) necessary for the delivery of the Services

outlined on Attachment A. The Software shall be made accessible to the Districts subject to the terms and conditions stated on Attachment B. Each such third-party software contract shall be and is hereby incorporated herein by reference, and each of the Parties shall be bound by all terms, conditions, obligations, limitations and exclusions set forth therein as if a signatory thereto, including but not limited to any warranties, limitations on warranties, limitations of liability, intellectual property rights and restrictions, and termination provisions, provided that Provider shall not bind Parties to indemnification of a third party provider to an extent impermissible under Tennessee law. Such terms, conditions, obligations, limitations, and exclusions shall apply to any claim by any District or Board against the Provider concerning the subject matter hereof.

The Parties further acknowledge that each District shall independently contract with a third-party school transportation vendor (“Bus Vendor”) for the transportation of its pupils’ using vehicles provided by the Bus Vendor. While the Provider may, as outlined on Attachment A, schedule and coordinate routing for each District with the Bus Vendor and, for escalated issues and upon request, act in a limited capacity as a liaison between the Bus Vendor and the Districts, the Bus Vendor’s services shall be governed exclusively by the separate contracts between it and the Districts and the Provider shall not be responsible in any way for such services. Likewise, the Student Transportation Services to be provided under this Agreement shall not include the any of the services for which the Districts have separately contracted with the Bus Vendor, nor shall the terms and conditions of the contracts between the Bus Vendor and the Districts govern the instant Agreement in any respects.

5. Oversight – The Provider shall use its own facilities, equipment, personnel, and personnel policies in providing the Services under this Agreement. Student Transportation Personnel shall be considered employees of the Provider for all purposes and shall not be under the control or supervision of the Parties’ Boards or Directors of Schools.
6. Relationship Between the Parties – The relationship between the Boards and the Provider or the Provider’s Student Transportation Personnel shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.
7. Consideration – In consideration for the Services listed in Attachment A, each District shall pay the Provider twenty percent (20%) of the cost of providing Student Transportation Services.
8. Extraordinary Expenditures – If the Provider determines that an expense/s outside of the “contract price” may be incurred, Provider shall provide the anticipated expense/s to the affected Districts prior to incurring the expense/s. If the affected District(s) believe that the expense/s are necessary, the expense/s shall be equally apportioned between the Provider and the affected District(s). Services beyond those listed in Attachment A will be outside the scope of this Agreement and must

be agreed upon, in writing, by the Provider and the party(s) for whom the additional work will be performed prior to commencement of any such work.

9. Payment – The Provider shall invoice the Boards monthly, with the first payment being due July 1, 2023. All payments shall be remitted within thirty (30) calendar days to Collierville Schools, Attention: Chief Financial Officer, 145 W. Poplar Avenue, Collierville, TN 38017.
10. Term – The term of this Agreement shall commence on July 1, 2023 and shall end upon termination of the Agreement with the Bus Vendor.
11. Termination for Cause – If, through any cause, any Party shall breach a material term of this Agreement by failing to fulfill in a timely and proper manner its obligations under this Agreement or by violating any of the covenants, agreements, or stipulations of this Agreement, the non-breaching Party may terminate this Agreement. The non-breaching Party shall provide all Parties with written notice specifying the nature of the breach, and the breaching Party shall have thirty (30) days in which to cure the breach. Should the breaching Party fail to cure the breach, the non-breaching Party shall provide written notice of such failure to cure and such Agreement shall terminate as to that Party no earlier than fourteen (14) days after such notice. Termination by one Party, other than the Provider, pursuant to this paragraph, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with respect to all other Parties. Except for circumstances beyond the Provider’s control which make the continued performance of this Agreement impossible or impracticable with respect to the non-breaching Districts, termination by the Provider pursuant to this paragraph shall be effective only with regard to the breaching District; the Agreement shall continue under the same terms and conditions with respect to all other Districts.
12. Access to Student Transportation Services – The Parties acknowledge that Student Transportation Services provided under this Agreement are equally available to all signatories hereto. The Provider agrees that Student Transportation Personnel employed in furtherance of this Agreement shall always use best efforts to provide equal access to the Services.
13. Force Majeure – If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond any Party’s reasonable control (“Force Majeure”), and if the Party unable to carry out its obligations gives the other Parties prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the

reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

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

Attn: Superintendent’s Office
Collierville Schools
145 W. Poplar Avenue
Collierville, TN 38017
 - b) Notices to Bartlett City Board of Education shall be sent to:

Attn: Superintendent’s Office
Bartlett City Schools
5705 Stage Road
Bartlett, TN 38134
 - c) Notices to Arlington Board of Education shall be sent to:

Attn: Superintendent’s Office
Arlington Community Schools
12060 Arlington Trail
Arlington, TN 38002
 - d) Notices to Lakeland Board of Education shall be sent to:

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

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

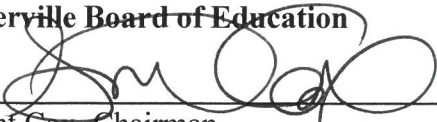
Attn: Superintendent's Office
Germantown Municipal School District
3350 S. Forest Hill Irene Road
Germantown, TN 38138

17. Entire Agreement – This Agreement and any attachments included herewith at the time of execution of this Agreement contain the entire agreement between the Parties as to the subject matter herein, and no statements, promises, or inducements made by any party or agent of any party that is not contained in this written Agreement shall be valid or binding.
18. Modifications in Writing – This Agreement may not be amended, enlarged, modified or altered except in writing and signed by all affected Parties.
19. Assignment – The rights and obligations of this Agreement are not assignable.
20. No Consent to Breach – No consent or waiver, express or implied, by any Party to this Agreement to or of any breach or default by any other Party to this Agreement in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any Party to this Agreement to complain of any act or failure to act of any other Party to this Agreement, or to declare such Party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.
21. Severability – If any provision of this Agreement is held to be invalid, unlawful, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such invalid, unlawful, or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such invalid, unlawful, or unenforceable provision or by its severance therefrom.
22. Headings – The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
23. Counterparts - This Agreement may be signed in multiple counterparts, each of which shall be an original, and shall be binding on the Parties hereto and their servants and assigns.
24. Effective Date – This Agreement shall not be binding upon the Parties until it has been properly approved by the Boards of Education of the respective parties and has been signed by the authorized representatives of the Parties. When it has been so approved and signed, this Agreement shall be effective as of July 1, 2023.

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

Collierville Board of Education




Wright Cox, Chairman



Gary Lily, Superintendent

APPROVED AS TO FORM:



Board Attorney

Arlington Board of Education

Dale Viox, Chairman

Jeff Mayo, Superintendent

APPROVED AS TO FORM:

Board Attorney

Bartlett Board of Education

Bryan Woodruff, Chairman

David Stephens, Superintendent

APPROVED AS TO FORM:

Board Attorney

Lakeland Board of Education

Laura Harrison, Chairman

Ted Horrell, Superintendent

APPROVED AS TO FORM:

Board Attorney

Germantown Board of Education

Ryan Strain, Chairman

Jason Manuel, Superintendent

APPROVED AS TO FORM:

Board Attorney

ATTACHMENT A- SCOPE OF STUDENT TRANSPORTATION SERVICES

Student Transportation Services (the “Services”) pursuant to this Agreement shall include, but not be limited to, the following:

1. Assist and advise the Districts with regard to all matters relating to compliance with school transportation objectives, policies, and procedures of the Tennessee Department of Education and state and federal laws and regulations related to school transportation;
2. Assist and advise the Districts with regard to establishing goals and objectives for the Districts’ future student transportation needs;
3. Assist and advise the Directors on all administrative matters related to transportation, prepare reports and make presentations, as requested;
4. Encode policy, route students, assign stops, and schedule buses for the Districts using Transportation Software;
5. Coordinate transportation routing and schedule transportation services with Bus Vendor for each District to ensure safety and efficiency;
6. Recommend and coordinate route changes during the school year to ensure student loads are balanced and within legal limits and, upon approval of such changes by the Directors, communicate such changes to the Bus Vendor;
7. When the Bus Vendor is unable to resolve issues related to parent concerns regarding school bus stop placement, hardship waivers, and routing schedules, assist the Districts, as requested, on researching and resolving such escalated issues;
8. Respond to requests from the Directors or their designees to provide information related to transportation services;
9. Make recommendations and communicate with the Directors regarding routes for newly enrolled students, schedules, missed stops, bus/route changes and other updates;
10. Update computerized District maps for each District with information provided by the Planning Department;
11. Generate reports, maps, and route information using Transportation Software and disseminate to appropriate personnel in each District;
12. Assist Districts, as requested, and serve as a liaison between the Districts and the supplying Bus Vendor with regard to developing transportation budget proposals for the department of instruction, special education, and alternative services;

13. Make recommendations, as requested, with regard to opening and closing times for all schools to ensure efficiency of service;
14. Assist and advise Districts with regard to coordinating the placement of crossing guards for schools with law enforcement officials in each District, as requested;
15. Evaluate and make recommendations, as requested, with regard to planning and coordinating safest delivery patterns for students on each campus;
16. Make recommendations with regard to establishing Parent Responsibility Zones for each school to determine student eligibility for transportation services;
17. Consult with the Directors as requested to assist with, guide and/or coordinate training of the Districts' employees on Transportation Software;
18. Organize, prepare, and process State transportation reports, subject to review and approval of the Districts;
19. Assist Districts, as requested, with the administration of grant funds related to transportation and prepare any requisite reports related to same, subject to review and approval of the Districts; and
20. Any other such duties reasonably related to transportation services as assigned or requested by the Directors.

ATTACHMENT B – THIRD-PARTY CONTRACT(S)

The Interlocal Agreement for Student Transportation Assistance contemplates that Provider shall enter into a third-party contract with Tyler Technologies, Inc. (the “Software Vendor”) for Routing & Planning software, e-Link software, and Onscreen (GPS) software (the “Software”), which Software is necessary for the delivery of the Services outlined on Attachment A. While the Provider shall be the exclusive licensee of such Software, reports, maps, routes, and other transportation reports generated by the Software will be made accessible to the Districts subject to the following terms and conditions:

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

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

4. Termination –
 - a) Rights Upon Termination – The Districts’ payment for Initial Software Costs and Annual Software Costs shall entitle any District which terminates according to Paragraphs 12, 13 or 14 of the Agreement (the “Terminating District”) to its electronic records maintained by the Software Vendor and any associated records or documents maintained by the Provider, but such Terminating District shall have no right to the software itself, the software license and/or subscription, or any service included in the Software Vendor’s Statement of Work beyond the date of termination. In no event shall the Terminating District be entitled to a refund of its share of the Initial Software Costs.
 - b) Fees and Costs Related to Termination – Software Vendor’s charges or fees, if any, related to cancelling the Terminating District’s access to the Software or packaging and/or exporting the Terminating District’s electronic records shall be invoiced directly to the Terminating District. Likewise, any other Software Vendor charges or fees incurred by Provider that arise out of the Terminating District’s decision to terminate shall be invoiced by the Provider to the Terminating District.

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

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