Maryville City Schools
833 Lawrence Avenue
Maryville, TN 37803

BOARD OF EDUCATION **5:30 PM, DECEMBER 12, 2022**
REGULAR MEETING **FORT CRAIG MEDIA ROOM**

I. CALL TO ORDER **CHAIRMAN BLACK**
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE

II. SWEARING IN CEREMONY

III. ELECTION OF OFFICERS

IV. UPDATE FROM MARYVILLE VIRTUAL SCHOOL Deana Bishop, Administrator

V. ADOPT AGENDA

VI. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS

VII. CONSENT AGENDA ITEMS

1. Approve Minutes of November 14, 2022, meeting (Attachment)
2. Approve Maryville High School Softball Team overnight to Athens, AL to attend softball games – Funding Source: Softball Account (Attachment A1)
3. Approve Maryville High School Cheer Team overnight to Orlando, FL to attend National High School Cheer Competition – Funding Source: Cheer Account (Attachment A2)
4. Approve Maryville Junior High School Orchestra overnight to King's Island Park in Mason, Ohio – Funding Source – Students (Attachment A3)

VIII. AGENDA

1. Consider appointing the following trustees of the Employee Sick Bank with the terms expiring as indicated.
    - Julie Elder – December 31.2025
    - Cheryl Stoltenberg – December 31,2025
    - Bart Stinnett – December 31,2023
2. Consider appointing a school board member to serve as the legislative representative.
3. Consider revision to Board Policy 4.700 – Testing Programs (Attachment B1)
4. Consider MOU with the Maryville Police Department for school resource officers for the period of January 1, 2023 – June 30, 2025 (Attachment B2)

IX. REPORTS FROM DIRECTOR OF SCHOOLS

X. RECOGNITION OF STAFF AND STUDENTS

XI. COMMENTS FROM BOARD MEMBERS

XII. ADJOURN

Upcoming meeting dates:
January 9, 2023, 5:30 p.m., Foothills Elementary School
February 13, 2023, 5:30 p.m., Coulter Grove Intermediate School

Request to Release Students for School-Related Events

Teacher: Joe Michalski Course/Team/Organization: Softball

Event: Softball games vs. Hartselle (AL) and Athens (AL)

Dates of Trip (Include Departure/Return Time):

Spring Break

Departure Date: Mon. 3/13/2023 Departure Time: 9 AM (from MHS)

Return Date: Tues 3/14/2023 Return Time: Midnight (to MHS)

Check all that apply:

In-County: ☐ Out-of-County: ☐ *Overnight: ☑ *Out of State: ☑

*(Requires Board Approval)

Transportation: Walk: ☐ Parents Provide: ☐ Bus: ☑ Number of Busses: 1

Cost for each student: $ 70 Means of funding trip: Softball Account (fundraising)

Educational Purpose:

Hartselle and Athens high schools are two of the top teams in the highest class of Alabama Softball. This trip will expose our players to elite competition and help us to prepare for a district title.

Teacher Signature: Joe Michalski Date: 11-9-2022

Request Approved: ✓ Request Not Approved: _____

Principal's Signature: Heather Mitch Date: 11/10/22

Superintendent Signature: Lee Wurtele Date: 11/11/22

*School Board Approved: _____ Date: _____

IMPORTANT REQUIREMENT

Please give classroom teachers a minimum of two weeks' notice of the event.
To help Administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.

NOV 10 2022

Please return to Rhonda Elkins

Request to Release Students for School-Related Events

Teacher: Samantha HARDING Course/Team/Organization: Cheer Team

Event: National High School Cheer Competition Orlando, FL

Dates of Trip (Include Departure/Return Time):

Departure Date: 2/9/22 Departure Time: 10:00 AM

Return Date: 2/14/22 Return Time: 10:00 PM

Check all that apply:
In-County: ☐ Out-of-County: ☐ *Overnight: ☑ *Out of State: ☑
*(Requires Board Approval)

Transportation: Walk: ☐ Parents Provide: ☐ Bus: ☑ FLIGHTS Number of Busses: _____

Cost for each student: $2,100 Means of funding trip: Cheer Account

Educational Purpose:

Cheerleaders will compete at the National Cheerleading Competition.

Teacher Signature: [signature] Date: 11/29/22

Request Approved: ✓ Request Not Approved: _____

Principal's Signature: [signature] Date: 11/29/22

Superintendent Signature: [signature] Date: 12/1/22

*School Board Approved: _____ Date: _____

IMPORTANT REQUIREMENT
Please give classroom teachers a minimum of two weeks' notice of the event.
To help Administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.

NOV 30 2022

Plymouth City Schools 1913

Please return to Rhonda Elkins

Maryville City Schools
Field Trip/School Travel Request

School MJHS; Grade/Course/Team/Organization: Orchestra

Coordinating Teacher(s): Natalie Bayles

Trip Date: 5/6/23 Destination: King's Island Park, Mason, Ohio

Cost per student: $110-165 (depending on # of students) Cost per adult: $110-165

Number of attending students: 25-~~3~~50; Number of attending adults: 3-6

Departure Time: 6:00 am; Return Time: 12:00 am; Overnight? no *requires board approval

Transportation: Walk _____ Cars _____ Bus ✓ SPED BUS _____ Number of Buses _____

Bus Service Provider: Rocky Top Bus

Trip Justification: Reward trip for orchestra members. This trip will be optional.

Trip Coordinator's Signature: Natalie Bayles Principal's Signature: Melissa Sta

Director of Schools' Signature: Mike Winstead Date: 12-5-22

*School Board Approval, as applicable: _____ Date: _____

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Maryville City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Biennially, in August	**Testing Programs**	**4.700**	**01/09/23**
		Rescinds: **4.700**	Issued: **08/08/22**

General

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

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

The Director of Schools shall be responsible for planning and implementing the program, which includes:

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

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

WEIGHTING TCAP SCORES

TNReady[4] and EOC[5] scores shall compose 15% of the final course grades for students in grades four through twelve. The scores will not factor into the final grades for students in third grade.

Raw scores will be converted to a 100-point scale using a methodology based on a comparative distribution to class grades.

The Director of Schools may exclude these scores from students' final grades if results are not received by the district at least five (5) instructional days before the end of the course.[4,5]

INTEREST INVENTORIES AND CAREER ASSESSMENTS[6]

Interest inventories shall be made available to students in grades 7-12. These will include assessments such as the Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, or the College Board Career Finder.

Career aptitude assessments shall be administered to 7th graders in order to inform the student's high school plan of study. Upon receiving the results from these assessments, the school shall provide students with information on any available career and technical education opportunities in which the student is eligible to participate.

TESTING INFORMATION AND PARENTAL CONSENT

Any test directly concerned with measuring student ability or achievement through individual or group psychological or socio-metric tests shall not be administered by or with the knowledge of any employee of the system without first obtaining written consent of the parent(s)/guardian(s).[2]

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

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

1. The name of the test;

2. The purpose and use of the test;

3. The grade or class in which the test will be administered;

4. The tentative date or dates that the test will be administered;

5. The time and manner in which parent(s)/guardian(s) and students will be notified of the results of the test;

6. How parent(s)/guardian(s) can access the questions and answers on their student's state-required tests; and

7. If a board mandated test, how the test complements and enhances student instruction and learning and how it serves a purpose distinct from state-required tests.

Testing information shall also be placed in student handbooks or other school publications that are provided to parent(s)/guardian(s) on an annual basis.

TESTING FOR GRADE PLACEMENT OR AWARDING CREDT[9]

Students transferring from a Category IV church-related school, Category V private school, or home school shall be awarded credit upon completion of a written exam. These exams shall be approved, administered, and graded by the school's principal/designee. Upon request from a parent/guardian, student scores from a nationally standardized achievement test in the relevant subject shall be accepted as a substitute for these exams.

For students in grades one through eight (1-8), the exam shall only cover the last grade completed. For students in grades nine through twelve (9-12), the exam shall only cover the last course completed by the student (for example, if a student has completed English I, II, and III, the examination shall only cover English III).

The Director of Schools shall provide notice to parent(s)/guardian(s) of these exams.

Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(11)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.03(11)(e); State Board of Education Policy 2.103; TCA 49-1-617
6. TCA 49-6-412
7. TCA 10-7-504(a)(4)(A)
8. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103
9. TRR/MS 0520-07-01-.03(3)

Cross References

Student Surveys, Analyses, and Evaluations 6.4001
Student Records 6.600

Agreement Between
The Maryville City Public School System
and
The Maryville Police Department
For The School Resource (SRO) Program

This Agreement is made and entered into this 1st day of January, 2023, by and between the Maryville Public School System (hereafter referred to as the Board of Education) and the Maryville Police Department (hereafter referred to as Police Department).

WITNESSETH:

Whereas, the Board of Education and the Police Department desire to provide law enforcement and related services to the public schools of Maryville City which will endeavor to help maintain a safer school environment; and

WHEREAS, the School Resource Officer program has met with exceptional success in Maryville and other areas of Tennessee and the United States; and

WHEREAS, the Board of Education and the Police Department recognize the benefits of the School Resource program, in particular to students and staff of the public school system of Maryville, Tennessee; and

WHEREAS, it is in the best interest of the Board of Education, the Police Department, and the citizens and students of Maryville City Schools to continue this program.

NOW, THEREFORE, in consideration of mutual promises and covenants herein contained, the Board of Education and the Police Department hereby agree as follows:

ARTICLE I

The SRO program will continue throughout the school years 2022/2023, 2023/2024, and 2024/2025. The Police Department will pay wages/fringe benefits for four (4) SROs. The Board of Education will pay the wages/fringe benefits for one (1) SRO at the City of Maryville Skill level 11, step grade number six (6).

ARTICLE II

Rights and duties of the Police Department

1. The SROs will remain under the control of the Police Department's chain of command for the delivery of all law enforcement services and activities.

2. The Police Department will assign five (5) Police Officers to provide services within the Maryville City Schools.

    - One will be assigned to Maryville High School.
    - One will be assigned to Maryville Junior High School.
    - One will be assigned duties at both Coulter Grove Intermediate and Sam Houston Elementary.
    - One will be assigned duties at both Montgomery Ridge Intermediate and Foothills Elementary.
    - One will be assigned duties at Maryville Academy and John Sevier Elementary.

3. The Police Department is responsible for ensuring the understanding and compliance of this agreement among the SROs and their supervisors.

4. The Police Department will provide the SROs with all uniforms, personal law enforcement equipment and a police vehicle to perform their duties. Said vehicle shall have emergency lights, siren, police radio, and other essential law enforcement equipment. The Police Department shall provide insurance, maintenance, fuel and repairs for said vehicle.

5. The Police Department agrees that those officers who serve as SROs under the terms of this agreement shall not lose promotional opportunities, training opportunities, or other opportunities as part of their regular employment with the City of Maryville Police Department as a direct result of their participation as an SRO under this agreement.

6. The City of Maryville maintains a liability insurance protection program to protect Police Department employees for acts or omissions directly related to their law enforcement functions. Upon receipt of notice of and actual or pending legal suit or claim, the SRO will as rapidly as possible, notify the Chief of Police of this information. The Chief of Police is responsible for notifying the Director of Maryville City Schools of said information,

Duties and Responsibilities of School Resource Officers (SRO)

1. Each SRO will be assigned to a school(s) on a full-time basis for the school year. In an emergency the SRO may also be assigned additional responsibilities as determined by the Police Department.

2. The SRO will remain under the control and direction of the Police Department during their tour of duty. The SRO shall obey all written and verbal orders as are issued through their chain of command within the Police Department. The SRO will accomplish all communications and coordination of activities with the Police Department through their assigned chain of command.

3. Each SRO is on post as an adjunct member of the school staff. The school principal or designee will be the immediate supervisor of the SRO for those activities which are not law enforcement duties. The principal or designee is responsible for assigning days/hours of duty for the SRO. The principal or designee may request the SRO to assist in additional duties that do not violate the terms of this agreement.

4. SRO Instructional Responsibility:

   (a) The SRO shall act as an instructor for specialized, short-term programs, when invited to do so by the principal or a faculty member*
   (b) The SRO may teach as a guest speaker. The principal, designee or faculty member shall make the request of the SRO. The SRO shall not be asked to teach on a full-time basis nor asked to act as a substitute teacher.
   (c) The instruction may include, but not limited to:

      1. Police and their role in society
      2. Laws
      3. Juvenile and adult criminal justice systems
      4. Career opportunities in law enforcement
      5. Drug prevention/education
      6. Any other law-related class that may be needed, upon request

5. Additional Responsibilities of the SRO:

(a) The SRO shall coordinate all of his non-law enforcement activities with the principal or designee and staff members and will seek permission, advice and guidance prior to enacting any program within the school.

(b) The SRO will develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the Tennessee Criminal Code, the role of police and community.

(c) The SRO shall encourage individual and group discussions with students, based upon material presented in class to further establish rapport with the students.

(d) When requested, the SRO shall attend parent/faculty meetings to solicit support and understanding of the SRO program, as well as assist parents and faculty members in law enforcement related problems involving students.

(e) The SRO shall be available for conferences with students, parents and faculty/staff members in order to assist them with law enforcement or crime-related nature. The SRO will provide wellness and safety education to students, parents, volunteers, faculty, and staff.

(f) The SRO shall become familiar with all community agencies which offer assistance to children, youths, and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to students, faculty and staff of the school and/or community. The SRO shall maintain confidentiality in these issues with students and their families.

(g) The SRO shall assist the principal or designee in developing emergency plans and strategies to prevent and/or minimize criminal violations and other dangerous situations, such as hostage situations, armed person(s), on campus, student disturbances, and natural/manmade disasters. The SRO will conduct safety assessments of campus, monitoring and offering solutions to traffic hazards, pedestrian procedures, custody conflicts, and other safety concerns.

(h) The SRO shall receive complaints of crimes and conduct the preliminary investigation of all crimes committed on school property. As soon as practical, the SRO shall make the principal or designee of the school aware of the complaint. Should the SRO become aware that a staff member may be involved in a crime that occurred on school property and that probable cause exists that an arrest is imminent, the Director of Schools will be notified by the Chief of Police prior to an arrest being made. Should the SRO become aware of any criminal act committed off school property, the SRO shall forward that complaint to the on-duty shift supervisor or zone officer.

(i) The SRO may share such information as is contained in any offense report or arrest report with the principal or designee. Information documented by follow-up reports and other information obtained during the course of a criminal investigation are not subject to disclosure unless said information is a safety concern to the school.

(j) The SRO may assist the principal or principal designee if requested in investigations of school rules that could potentially involve a criminal violation. The SRO may assist in principal initiated searches for suspicion of weapons. For other searches, the SRO may serve as a witness to the search. The SRO may assist in home visits for truancy, students in crisis, and residency issues.

(k) Should it become necessary to conduct formal interviews with a suspect or witness located on school property, the SRO shall adhere to Police Department and legal requirements with regard to all such interviews.

(l) The SRO may initiate a search on school property by means of a search warrant. Absent the possession of a search warrant, the SRO may exercise the warrant exceptions as have been established by case law. Police Department training provides the foundation of knowledge for the issues. The SRO may assist in principal initiated searches for suspicion of weapons. For other searches, the SRO may serve as a witness to the search

(m) At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted persons who may appear on school property to the extent the SRO may do so under the color of law,

(n) Each SRO shall give assistance to other law enforcement officers in matters regarding the SRO's school assignment.

(o) SROs shall, whenever possible, participate in or attend school functions.

(p) SROs will submit all Police Department reports relative to any law enforcement activity they have accomplished through their chain of command at the Police Department. These documents include and are not limited to, Incident Reports, Arrest Reports, Citations, Field Interview Cards and other documents as required by the Police Department.

(q) SROs shall maintain a detailed and accurate records of operation of the School Resource Officer program. These records shall include and are not limited to daily activity reports, monthly activity summaries, and any other requested documents. SROs will submit reports of an instructional nature as requested by the principal, school staff, or their Police Department supervisor.

(r) SROs are to function as a law enforcement officers relative to violations of the law and ordinances which occur on school property. SROs will not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes that an incident is a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate. SROs will not be used for regularly assigned lunchroom duties, bus duty, hall monitors, or other monitoring duties, routine crossing guards or for continuing vehicle and/or pedestrian traffic control. However, if there is a temporary problem, SROs may assist the school until the problem is solved.

ARTICLE III

Rights and Duties of the Board of Education

A. The board of Education shall provide to each full-time SRO at each school the following materials and facilities which are necessary for the performance of the SRO's duties:

1. The Board of Education shall provide to the full-time SROs assigned to MHS and MJHS a private office, desk, chair, and office supplies.
2. The Board of Education shall provide to the full-time SROs assigned to MRIS and CGIS a work area to facilitate appropriate storage, daily tasks and communication. A private area for conferencing and meetings will also be available for use on an as needed basis.
3. The Board of Education will make every effort to provide a location for files and records, which can be properly locked and secured.
4. All SROs will be provided access to a computer with internet and the City of Maryville network.

B. The Board of Education is responsible for ensuring the understanding and compliance of this agreement among the administrators and school principals.

ARTICLE IV

Employment Status of School Resource Officers

School Resource Officers shall remain employees of the Maryville Police Department, and shall not be employees of the Maryville City Schools Board of Education. The Board of Education and the Police Department acknowledge the School Resource Officers shall remain responsive to the Maryville Police Department's chain of command.

ARTICLE V

Reassignment and Replacement of School Resource Officers

A. The Chief of Police will make all assignments of SROs.

B. Prior to the assignment of a new SRO to a school, The Chief of Police will provide an opportunity for input from the principal.

C. In the event the principal of the school to which an SRO is assigned is of the opinion that a particular SRO is not effectively performing his/her duties and responsibilities or is not a good fit for the school culture, the principal shall notify the SRO commander and he shall try to resolve the problem. If the SRO commander cannot get the problem resolved the principal shall them recommend to the Director of Schools that the SRO assignment be reviewed in the program at that school and shall state the reason for such recommendation in writing. Within seven (7) working days of receiving the recommendation in writing from the principal, the Director of Schools, (or his/her designees) shall meet with the SRO Supervisor to mediate or resolve any problems, which may exist. At such meeting, specified members of the staff at the school where the SRO is assigned may be required to be present. If, within the seven (7) working days mentioned above, the problem cannot be mediated or resolved or in the event that the Director of Schools and the Chief of Police do not seek mediation, then the SRO shall be removed from the program at the school and a replacement shall be obtained pursuant to Article V.

ARTICLE VI

Good Faith

The Board of Education, Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Teamwork between all parties is paramount. Any unforeseen difficulties or questions will be resolved by negotiation between the Director of Schools and the Chief of Police.

ARTICLE VII

Review, Modification, and Termination of Agreement

A. This Agreement may be reviewed and modified at any time that is agreeable to both the Director of Schools and the Chief of Police. A modification or waiver of any of the provisions of this agreement may be executed at any time during the term of this agreement and shall be effective only if made in writing and executed with the same formality as this agreement.
B. This Agreement may be terminated by either the Director of Schools or the Chief of Police.

Merger:

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, we have affixed our signatures to this agreement in Maryville, Tennessee, this_____ day of_____, 20___.

_____	_____
Maryville Chief of Police	City Manager, City of Maryville
_____	_____
Director of Maryville City Schools	Chairman, Maryville Board of Education