

Regular Meeting of the Trousdale County Board of Education

Thursday, December 16, 2021

Trousdale County Board of Education

103 Lock Six Road

Hartsville, TN 37074

Attendance Taken at 5:54 PM.

Anthony Crook: Present

John Kerr: Present

Jason Sullivan: Present

Barbara Towns: Present

Regina Waller: Present

1. AGENDA:

1.A. Call to Order – Mr. John Kerr, Chairman

1.B. Invocation – Mr. John Kerr, Chairman

1.C. Pledge of Allegiance - Ms. Regina Waller, Board Member

1.D. Invitation to audience to address items on the Agenda

1.E. Approval of the Agenda for December 16, 2021

Motion to approve the Agenda for December 16, 2021, passed with a motion by Jason Sullivan and a second by Barbara Towns.

Anthony Crook: Yea

Barbara Towns: Yea

Jason Sullivan: Yea

John Kerr: Yea

Regina Waller: Yea

2. CONSENT AGENDA:

2.A. Approval of Consent Agenda for December 16, 2021

Motion to approve the Consent Agenda for December 16, 2021, passed with a motion by Regina Waller and a second by Anthony Crook.

Anthony Crook: Yea

Barbara Towns: Yea

Jason Sullivan: Yea

John Kerr: Yea

Regina Waller: Yea

2.B. Approval of Minutes from November 11, 2021

2.C. Approve Executive Decision - Budget Amendment - 142-71100 Regular Instruction Program - ESSER 3.0

Amend the 2021-22 142 Federal Projects School Budget by debiting Revenue. Amendments are to include:

		Subfund: 936 - ESSER 3.0	
DEBIT Revenue	47401	American Rescue Plan Act Grant #1	2,156,721.70
GRAND TOTALS			\$2,156,721.70

Amend the 2021-22 142 Federal Projects School Budget by crediting line item Expenditures. Amendments are to include:

CREDIT EXPENDITURES	71100	Regular Instruction Program	
	116	Teachers	348,712.00
	201	Social Security	21,630.00
	204	State Retirement	33,966.70
	207	Medical Insurance	45,850.00
	212	Employer Medicare	5,075.00
	429	Instructional Supplies & Materials	195,000.00
	72120	Health Services	
	131	Medical Personnel	218,000.00
	201	Social Security	13,520.00
	204	State Retirement	17,425.00
	207	Medical Insurance	39,940.00
	212	Employer Medicare	3,165.00
	72130	Other Student Support	
	499	Other Supplies & Materials	9,200.00
	72210	Regular Instruction Support Services	
	105	Supervisor	149,000.00
	201	Social Security	9,240.00
	204	State Retirement	15,350.00
	207	Medical Insurance	22,750.00
	212	Employer Medicare	2,170.00
	524	Inservice/Staff Development	185,448.00
	72250	Education Technology	
	120	Computer Programmers	202,500.00
	201	Social Security	12,555.00
	204	State Retirement	10,125.00
	207	Medical Insurance	37,455.00
	212	Employer Medicare	2,940.00
	72410	Office of the Principal	
	139	Assistant Principals	427,225.00
	201	Social Security	26,500.00
	204	State Retirement	44,010.00
	207	Medical Insurance	30,250.00
	212	Employer Medicare	6,200.00
	72510	Fiscal Services	

	119	Accountants/Bookkeepers		19,100.00
	201	Social Security		1,185.00
	204	State Retirement		955.00
	212	Employer Medicare		280.00
GRAND TOTALS				\$2,156,721.70

2.D. Approve Executive Decision - Band Overnight Field Trip - Attachment A

2.E. Approve Executive Decision - Budget Amendment 142-72120 Health Services Program - ELC Grant

Amend the 2021-22 142 Federal Projects School Budget by debiting Revenue. Amendments are to include:

		Subfund: 940 - Epidemiology & Laboratory Capacity (ELC)		
DEBIT Revenue	47590	Other Federal through State		219,575.72
GRAND TOTALS				\$219,575.72

Amend the 2021-22 142 Federal Projects School Budget by crediting line item Expenditures. Amendments are to include:

CREDIT EXPENDITURES	72120	Health Services Program		
	131	Medical Personnel		3,800.00
	201	Social Security		240.00
	204	State Retirement		350.00
	212	Employer Medicare		60.00
	413	Drugs & Medical Supplies		119,700.00
	735	Health Equipment		5,800.00
	76100	Regular Capital Outlay		
	707	Building Improvements		89,625.72
GRAND TOTALS				\$219,575.72

2.F. Approve Executive Decision - American Esoteric Laboratories contract - Attachment B

2.G. Approve 2021-22 Utrust Mini-Grant Goals & Allocations

2021-22 Utrust Teaching and Learning Mini Grant award amount \$11,800. The grant shall be used for the following purposes:

- \$1,800 - \$600 per school for A-team recognition programs
- \$2,000 – donation to Imagination Library
- \$8,000 – Student incentives for 2022 Summer Learning Camp

2.H. Approve High School Teacher Compensation / Additional Duties

Due to Ms. Jenkins suspension/termination, Ms. Dickerson has assigned her PE class to Mr. McGettigan during his planning period. Therefore, he does NOT have a planning period on B-days. Recommendation that Mr. McGettigan be compensated at his daily prorated salary amount of \$52.14 per day for each day he teaches on his plan period.

2.I. Approve Budget Amendment 142-71100 Regular Instruction Program - TN ALL Corps Grant

Amend the 2021-22 142 Federal Projects School Budget by debiting Revenue. Amendments are to include:			
		Subfund: 935 TN ALL Corps Grant	
DEBIT Revenue	47401	American Rescue Plan Act Grant #1	67,200.00
GRAND TOTALS			\$67,200.00
Amend the 2021-22 142 Federal Projects School Budget by crediting line item Expenditures. Amendments are to include:			
CREDIT EXPENDITURES	71100	Regular Instruction Program	
	116	Teachers	51,405.00
	201	Social Security	2,755.00
	204	State Retirement	4,580.00
	207	Medical Insurance	7,815.00
	212	Employer Medicare	645.00
GRAND TOTALS			\$67,200.00

2.J. Approve Budget Amendment - 142-71200 Special Education Program - ARP IDEA PreSchool Grant

Amend the 2021-22 142 Federal Projects School Budget by debiting Revenue. Amendments are to include:			
		Subfund: 913 - ARP IDEA PreSchool	
DEBIT Revenue	47403	American Rescue Plan Act Grant #3	4,905.24
GRAND TOTALS			\$4,905.24
Amend the 2021-22 142 Federal Projects School Budget by crediting line item Expenditures. Amendments are to include:			
CREDIT EXPENDITURES	71200	Special Education Program	
	189	Other Salaries & Wages	1,190.77
	201	Social Security	73.00
	204	State Retirement	122.00
	212	Employer Medicare	15.73

	429	Instructional Supplies & Materials	3,503.74
GRAND TOTALS			\$4,905.24

2.K. Approve Budget Amendment - 142-72130 Other Student Support - ARP Homeless 2.0

Amend the 2021-22 142 Federal Projects School Budget by debiting Revenue. Amendments are to include:

		Subfund: 701 - ARP Homeless 2.0	
DEBIT Revenue	47404	American Rescue Plan Act Grant #4	879.27
GRAND TOTALS			\$879.27

Amend the 2021-22 142 Federal Projects School Budget by crediting line item Expenditures. Amendments are to include:

CREDIT EXPENDITURES	72130	Other Student Support	
	399	Contracted Services	879.27
GRAND TOTALS			\$879.27

2.L. Approve Budget Amendment - 142-71200 Special Education Program - IDEA Part B

Amend the 2021-22 142 Federal Projects School Budget by debiting Expenditures. Amendments are to include:

		Subfund: 902 - IDEA Part B	
DEBIT EXPENDITURES	71200	Special Education Program	
	429	Instructional Supplies & Materials	4,000.00
	72220	Special Education Program Support Services	
	499	Other Supplies & Materials	10,704.33
GRAND TOTALS			\$14,704.33

Amend the 2021-22 142 Federal Projects School Budget by crediting line item Expenditures. Amendments are to include:

CREDIT EXPENDITURES	71200	Special Education Program	
	189	Other Salaries & Wages	5,855.15
	201	Social Security	778.00
	204	State Retirement	1,273.00
	212	Employer Medicare	182.00
	312	Contracts w/ Private Agencies	6,616.18

GRAND TOTALS			\$14,704.33

2.M. Approve High School / Josten's Yearbook Contract - Attachment C

2.N. Approve TSBA Policy Revision - 5.701 Substitute Teachers - Attachment D

2.O. Approve TSBA Policy Revision - 6.306 Interference/Disruption of School Activities – Attachment E

2.P. Approve TSBA Policy Revision - 6.313 Discipline Procedures – Attachment F

2.Q. Approve TSBA Policy Revision - 6.4081 Safe Relocation of Students – Attachment G

3. SCHOOL DISTRICT HIGHLIGHTS: Middle School Food Service Program – Kathy Atwood

The middle school breakfast program led by Ms. Jennifer Durham, Cafeteria Manager, and Mr. James McCall, Principal was recently recognized by Marissa Spady, No Kid Hungry, in the October 17, 2021 issue of the Tennessean for their efforts to find solutions to feeding students breakfast during the COVID challenges that schools are experiencing across the country.

4. PRINCIPALS' REPORT:

4.A. Trousdale County Elementary School - no report for December

4.B. Jim Satterfield Middle School - no report for December

4.C. Trousdale County High School - no report for December

4.D. Student School Board Representative - no report for December

5. DIRECTORS' REPORT:

5.A. Employment Notifications - Makenzee Dixon, 8th grade Mathematics

5.B. Academic and Goal Updates - Dr. Satterfield reported that student attendance is presently up 106 students from December of 2020. He stated that this trend had stayed consistent with increasing student enrollment throughout the year noting the fiscal and budgetary challenges it will present in future years. Dr. Satterfield continued to emphasize that the goal of the district is to keep schools open for in-person learning, which it has been able to do for this semester. Addressing learning loss, Dr. Satterfield stated that the key is attendance of both students and faculty along with the effective use of instructional time over a period of time. He reminded the Board of the waiver option for the temporary transition to remote instruction should COVID infections spike resulting in potential staff shortages. He stated that while the district is unsure of the future impacts of COVID, it is prepared for providing a continuity of learning for all students in grades K-12.

Dr. Satterfield updated the Board about the progress of the grades 3-5 high-dose Math tutoring program and how it ties into TN ALL Corps which will be providing 24/7 online tutoring supports for high school Math, Writing, and ACT preparation beginning in February. Dr. Satterfield reminded the Board that the high school was a National Testing ACT site on December 11, and this was the second consecutive year that the high school had hosted a

national testing location. He noted that preliminary second quarter benchmarks indicated that students are doing better academically than in the first quarter which is hopefully providing data that students are recovering from learning loss due to the negative impacts of COVID. He addressed parents stating that planning is already taking place for the 2022 Summer Learning Camp that is tentatively set for May 31 – June 30. He stated that final information will be provided to parents during the spring Parent-Teacher Conference to be held on March 17. Dr. Satterfield concluded by outlining the January 4 professional development day for which the theme for the day will be student work analysis.

5.C. Project Updates – Dr. Satterfield stated that he is finalizing plans to provide an employee COVID drive-up testing center that is scheduled to be available on Wednesdays of each week beginning on Wednesday, January 5. The testing center is optional and free to all employees each Wednesday from 3:00 – 5:00 P.M. at Trousdale County High School.

Dr. Satterfield updated the Board about the tornado damage to bus #1, which insurance has determined to be totaled. He stated that a new bus is estimated to cost around \$98,000 and that insurance will provide about half of the price of replacement. He also updated the Board about damage to the elementary roof, which was identified after the December 6 tornado when Brazos Urethane came to begin their previously contracted roof repairs. Although the roof was not ripped off, it was separated from the decking. Brazos Urethane cannot provide a guarantee for their previously contracted roof repairs until the roof damage caused by storms is first completed. He stated that presently the insurance company and Brazos are working on an agreement to repair the roof and provide the recoating warranty upgrades for which the Board approved in the summer. Dr. Satterfield said he would provide more information to the Board as it becomes available.

Dr. Satterfield stated that he was surprised today when the contractor for the middle school window replacement project had windows delivered today. The contractor, Romach, was contacted along with the architect, Cope Architectural, and both have agreed to have a construction meeting the week after Christmas. Therefore, he expects the window replacement project to kickoff in January and is excited about getting the project completed.

6. NEW BUSINESS:

6.A. Appeal of Teacher Dismissal - Ms. Brooke Jenkins

Mr. Kerr stated that Ms. Jenkins, former teacher at Trousdale County High, had requested an appeal before the Board of Education of the Impartial Hearing Officer's November 29, 2021, decision to sustain the Superintendent's charges of Insubordination and Neglect of Duty.

Ms. Jenkins asked each Board Member individually if they had an opportunity to read the transcript of the impartial hearing for which each Board member answered, "Yes." Ms. Jenkins stated that she was here to tell what she did in her eyes. Ms. Jenkins stated that this all boils down to her sending an email saying that she was resigning from coaching volleyball and that did not go well with Mr. Satterfield. Ms. Jenkins stated that there was not a word in her contract about coaching, so she didn't know how she was contractually obligated to coach and teach without losing her job. She also stated that she had worked for the school system for

eight years and had never been in trouble or had a write up, been sent home, or had a slap on the wrist in all of those years until the moment that she sent the email that she was resigning from coaching. She stated that there was a plan put in motion to give me a pattern of insubordination. I've never in my life been insubordinate. Most of you know me and probably know I will do anything you ask me to do.

In the transcript it talks about resigning, and there is a question about has any coach resigned that Dr. Satterfield actually approved, and he stated that he could not recall a single position. However, there have been many. Just this summer the cheer coach resigned her position, and she is still teaching today. Davy Cothron has resigned from coaching multiple times, and he is still a teacher. Penny Story resigned from coaching volleyball, and she is still a teacher. Julie Stafford resigned from coaching softball, and she is still a teacher. Cecelia Stricker resigned from coaching softball, and she is a vice principal now. Kim Woodard Johnson resigned from coaching volleyball, and she is still a teacher. Daniel Kemp resigned from coaching basketball, and he is still a teacher; why am I different? I just don't understand why I get to lose my job and they still get to teach, and I don't. Everything I went to school for, all the money I paid to go to school is being ruined because I'm deemed as insubordinate. It's just simply not true. I don't think it's fair to take someone's career and wad it up and throw it in a trash can because you got mad about something. That is retaliation at its finest. My direct supervisor, Ms. Dickerson, when I texted her about my decision to resign from coaching, agreed with my decision. She said I agree, the time is not best. It wasn't. I totally agree with that. It's super close to school starting; I get the timing was terrible. But (Ms. Dickerson said) all you need to do is just email Mr. Satterfield and put me in the email. It doesn't seem like it should have gone this far when my direct supervisor was ok with it. I probably did a little too much and talked to my assistant coach because I didn't want to leave the team I love in shambles. That was not my place probably, but I wasn't going to leave them in shambles. It wasn't my place probably. So I talked to her, and I said this has been heavy on my heart. This is what I'm thinking....this is what I need to do. If this would occur, would you be willing to take over? I wouldn't have left if there hadn't been anyone. She thought about it and came back to me and said she would be willing to take over so I would know I wouldn't be leaving (the team) in a bind. That probably wasn't my place, but I didn't want to leave anyone hung out to dry or feel like they were strung out.

At the end of the day after all this was said and done, that assistant coach that I went to was the volleyball coach this year. She did a wonderful job just like I thought she would. She is very well qualified, just like I knew she was. I didn't think it should be this difficult. I didn't think I should lose my job because I felt like I didn't need to coach volleyball any more. I have two small children (7 and 11 years old), and I'm a mom. Being a mother and a coach is much harder than being a father and a coach. I have to take them to all activities, that's me. I can't continuously depend on someone else to help me help raise my kids when I can do it simply by not coaching volleyball. It seems like a very simple ask.

Ms. Dickerson asked me after it looked like it was going to turn real bad. I had a conversation with her, and she asked if I would consider coaching just this season since it is so close to starting with the understanding that this would be your last season? I said I would do that. I can suck it up. I was ok with that. She said that I should talk to Mr. Satterfield in person. So I

had a meeting with Dr. Satterfield, and in that meeting, he let me know in very plain words that I would not be teaching here unless I was coaching something, and that made my mind up for me. I was not coaching this season. Why would I coach this season if you're going to turn around and make me coach something else next year or the next year. I can't compromise if you can't compromise. You can say you compromised all you want to, like I'll put you in a shorter season, or I'll put you into junior high; they have a shorter season. Or I'll put you into the spring. That is not a compromise when I need more time for my kids. I will not compromise that. I refuse, but I don't think I should lose my job for that. I definitely don't think I should be insubordinate for taking care of my own. I think each of you would do the same for your own. Do you guys have any questions?

Dr. Satterfield reminded the Board that some of Ms. Jenkins's comments were not on the record (transcript) and that the Board's determination must come from the record of the Impartial Hearing Officer. Dr. Satterfield reminded the Board that it was present at the request of Ms. Jenkins as afforded to her by her right to an appeal as in statute. Dr. Satterfield stated that this appeal is not about Ms. Jenkins nor the Director of Schools. It is about our students and Ms. Jenkins's neglect of duty in service to those students resulting from her clear insubordination of reasonable expectations that would be asked of any employee in any school district. Ms. Jenkins attempts to speculate sometimes that she didn't know; however, the record is clear that she knew that her teaching and coaching positions were one and the same. There is an email to that. Ever since she returned to teaching with us, she has been the volleyball coach, the Head Volleyball Coach at the high school. We have worked with Ms. Jenkins for a number of years, and she has done a good job for us, but the only endorsement that she has on her teaching license is a physical education endorsement. She is the most qualified to handle PE and sports such as volleyball. We have put her in a Science position, and she could not obtain a science endorsement. We put her in an Art position, and she did not obtain an art endorsement. We put her in the library, and over a two-year period of time she has not obtained that endorsement either. The record is very clear that we contemplated if we were going to hire Ms. Jenkins back this year or not because of her lack of endorsements. However, she is our volleyball coach, and she does a good job and we chose to renew her contract and to bring her back for another year with the understanding that she would have the same duties as she has always had. However, just weeks before the season starts, she ultimately says, I'm not coaching, but I do intend to teach, and that's not what she was hired to do. Our school board policy **5.115 Assignment and Transfer** clearly states, "*Assignments of employees will be made by the Director of Schools based on the recommendation of the appropriate division director and/or building Principal. The assignment will be determined by the applicant's training, experience, and ability to perform the duties of the position and the best interest of the schools*" for which Ms. Jenkins is qualified. "*Extra assignments for which supplements are provided and upon which initial employment was based may not be relinquished in part by the employee without the approval of the person making the assignment.*" Ms. Jenkins was clearly told the record shows. She was told that in July within hours after saying in an email that she was going to resign as coach. The evidence is clear that your teaching position and your coaching position are inherently one and the same, please tell me how you want to proceed. The record will show that within days, Ms. Jenkins said, "let me make myself perfectly clear, I'm not coaching any sport at any time in any season." Therefore, the evidence from the Impartial Hearing Officer is convincing that the Director of

Schools had sufficient cause pursuant to TCA 49-2-301 to charge Ms. Jenkins and pursue her termination. Therefore, sustaining the charges of both Insubordination and Neglect of Duty.

Chairman Kerr thanked both Ms. Jenkins and Dr. Satterfield for their comments on the matter. He reminded the Board that its decision must be made on the record for which Ms. Jenkins asked if each member had read the record, and each Board member answered, "Yes." Mr. Kerr stated that Board members have had the record in their possession for ample time to make a decision.

After a short discussion, Mr. Kerr asked Dr. Satterfield if he had a recommendation for the Board, which Dr. Satterfield recommended to sustain the Impartial Hearing Officer's decision of both Insubordination and Neglect of Duty.

Motion to sustain the Impartial Hearing Officer's decision of Insubordination and Neglect of Duty passed with a motion by Regina Waller and a second by Barbara Towns.

Anthony Crook:	Nay
Barbara Towns:	Yea
Jason Sullivan:	Yea
John Kerr:	Yea
Regina Waller:	Yea

6.B. 2022-23 School District Calendar – Attachment H

2022-23 School District Calendar option #3, passed with a motion by Barbara Towns and a second by Regina Waller.

Anthony Crook:	Yea
Barbara Towns:	Yea
Jason Sullivan:	Yea
John Kerr:	Yea
Regina Waller:	Yea

7. ACCOUNT ANALYSIS:

8. VENDOR CHECKS:

9. EXPENDITURES & ENCUMBRANCES:

10. ADJOURN:

Motion to Adjourn passed with a motion by Anthony Crook and a second by Regina Waller.

Anthony Crook: Yea

Barbara Towns: Yea

Jason Sullivan: Yea

John Kerr: Yea

Regina Waller: Yea



Chairperson



Director of Schools



Trousdale County Schools Request for School Trip

(To be submitted to principal at least ten (10) days prior to the occurrence of trip)

School: ☐ TCES ☐ JSMS ☐ TCHS ☒ Other: BAND
(Please specify)

Transportation Requested: ☒ Bus ☐ Van ☐ Car ☐ None
(Please indicate # of vehicles needed in boxes provided)

Destination: UNIVERSITY OF TENNESSEE

Address: 1300 Phillip Fulmer Way, Knoxville, TN 37916

Date(s) of Event: SATURDAY, NOVEMBER 27, 2021

**Executive Decision
Add overnight trip*

Approximate Mileage: 300 (round trip) Student Fee: \$0

Group Attending: MARCHING BAND Approximate #: 27

Teacher(s) in Charge: JOINES/PAXTON

Departure Time: TBD Return Time: TBD

How will students benefit from this trip? STUDENTS WILL GET TO EXPERIENCE NEYLAND STADIUM
AND COLLEGE MARCHING BAND, AND SEE FORMER STUDENTS CAROLINE GUFFEY (LAST GAME
AS A SENIOR) AND NOAH CARTWRIGHT, AND SEE WHAT THEY CAN ACCOMPLISH.

Lunch details: WE WILL STOP AT A RESTAURANT. WE ALWAYS MAKE SURE EVERYONE CAN EAT.

Parents or Chaperones: WE MAY TAKE A COUPLE

Non-participating students or classes will N/A

For Central Office Use Only

Yousef Oue
Principal's Signature
Ch. Hunter
Director's Signature

9/22/21
Date
10/8/21
Date

Transportation Director's Signature

Date

Assigned Bus Driver(s): _____

Letter of Agreement

American Esoteric Laboratories (AEL-Memphis) agrees to provide clinical laboratory testing services to:

Client Name: Trousdale County Board of Education ("Client")
Physician/Owner: Clint A. Satterfield, Director of Schools (Responsible Party)
Street Address: 103 Lock Six Road
City: Hartsville State: TN Zip: 37074
Effective Date of this Agreement: 12/3/2021

Term: This Agreement becomes effective as indicated above, and shall remain in effect subject to all conditions contained here, with the exception of pricing, that is subject to review and adjustment by AEL. Either party, for any reason, may cancel this Agreement, with 30 days prior written notice. AEL may cancel the Agreement at anytime if Client is more than 30 days past due in payment.

Non-Exclusive Agreement: Both parties understand that any provisions of this Agreement do not obligate the Client, or any providers ordering tests through the Client, to refer any testing to AEL. The Client and all ordering providers are free to refer any laboratory testing to the laboratory of their choice.

Third Party Billing Information: The Client agrees to supply AEL with all information required for AEL to bill third-party payers for services rendered by AEL to the Client. This information shall include:

- Patient demographics, including name, address, etc.;
- The responsible financial party and address;
- Insurance identification numbers (including complete Medicare coverage information where appropriate);
- Ordering provider;
- Medically appropriate ICD-10 codes;
- And where appropriate completed Advanced Beneficiary Notice (ABN) forms.

Client will submit this billing information with each specimen the Client submits for testing. If Client fails to supply any needed information necessary to bill and collect from third-party payers within 30 days of the date of service, then AEL shall have the right to bill the Client for that specimen or test based on the Client's client fee schedule in effect at the time of service. If the Client fails to make timely payment or provide complete third party billing information as required by this Agreement, AEL may, in its sole discretion, limit Client's service options or discontinue service to Client.

Equipment: Client agrees that the equipment indicated below is being provided by AEL to Client for the sole purpose of rendering testing services and that such equipment shall remain the property of AEL throughout the term of this Agreement. If this Agreement terminates for whatever reason, then the equipment indicated here shall be promptly returned to AEL.

Letter of Agreement

Letter of Agreement, Page 2

Check each item that applies.

- ☐ Centrifuge
- ☐ Specimen Collection Box
- ☐ Results Printer
- ☐ Other _____

Regulatory Changes: If there are legal or regulatory changes impacting this Agreement, AEL reserves the right, with prior written notice, to alter this agreement to fully comply with any such changes. All other modifications or amendments to this Agreement must be in writing and signed by both parties to be binding.

Pricing: All pricing will be in accordance with the applicable fee schedules in place on the date of this Agreement's execution and attached to this Agreement.

Payment Terms: Payment is due upon receipt of invoice. All invoices are final and not subject to dispute unless Client files a written dispute detailing all issues within 21 days of the date of the AEL invoice. After 30 days all undisputed charges shall be the responsibility of Client. Client shall be responsible for any and all costs associated with collecting any past due balances including, but not limited to, attorney fees, collection fees, interest, filing fees and court costs. The Responsible Party is liable for the obligations and debts of the Client.

Discounts: This Agreement is intended to comply with all state and federal regulations regarding the receipt of discounts. Accordingly the Client agrees to comply with all legislation and regulations regarding such discounts. Further, Client will disclose all discounts it receives to the extent required by state and federal law.

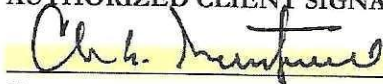
Entire Agreement: This Agreement constitutes the entire understanding between the two parties regarding laboratory testing services and supersedes all prior understandings, arrangements and agreements relating to this subject matter.

Independent Contractors: It is understood and agreed by both parties that AEL and Client will at all times be and act as independent contractors.

Fax Reporting: I verify that fax number 615-374-1108 is the correct number that patient health information(reports) be transmitted to.

AUTHORIZED CLIENT SIGNATURE

AMERICAN ESOTERIC LABORATORIES



Signature

Signature

Clint A. Satterfield

Print Name

Print Name

12/3/2021

Date

Date

Jostens® Yearbook Agreement

Attachment - C

Jostens, Inc. | 7760 France Avenue South, Suite 400 | Minneapolis, MN 55435 | 952-830-3300

Customer Name	TROUSDALE COUNTY HIGH SCHOOL	Customer Phone	(615)374-2201
Customer Address	262 MCMURRAY BLVD W, HARTSVILLE, TN 37074-1413		
Contact Name	Christie Sprinkles	Contact Phone	(615) 374-2201
Contact Role	Adviser	Email	christiesprinkles@tcschools.org

The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified below (the "Term"). The parties agree as follows:

- Jostens and the Customer will work together to establish all yearbook specifications (including things such as size, copies and pages), completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions found at:
<https://jostens.secure.force.com/terms?Lid=YBKLS>
- After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.
- The Term of this Agreement is for the following years: 2023 through 2023

Additional Notes/Specifications Agreed Upon:

- *Specifications based on 2022 but can be altered as needed
- *Jostens Consumer Marketing Program
- *Jostens Ad Services (if desired)
- *Experienced, local service
- *Guaranteed balanced budget

This Agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions.

X Ch. Satterfield
SIGNATURE OF CUSTOMER AUTHORIZED REPRESENTATIVE
Clint A. Satterfield 12/17/21
PRINTED NAME DATE

X _____
SIGNATURE OF 2ND CUSTOMER AUTHORIZED REPRESENTATIVE (IF REQUIRED)

PRINTED NAME DATE

X Jay Hall
SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE
Jay Hall Nov 4, 2021
PRINTED NAME DATE
REP # 1564 JOB # 41191

Trousdale County Board of Education			
Monitoring: Review: Annually, in February	Descriptor Term: Substitute Teachers	Descriptor Code: 5.701	Issued Date: 12/16/21
		Rescinds: 5.701	Issued: 07/20/17

Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies until a licensed teacher is available.^{1,2} Substitute teachers may be employed and paid directly by the Board or by a third-party employer through an agreement between such third-party employer and the Board.

Substitute teachers employed by third party entities shall be subject to the same unemployment benefit eligibility conditions as substitute teachers employed directly by the Board.²

APPLICATION/QUALIFICATIONS

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

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

Qualifications for substitute teachers shall be determined by the Director of Schools in compliance with board policy, state laws, and State Board of Education rules and regulations.

A list of substitute teacher(s) will be prepared by the Director of Schools who will maintain file(s) which may include transcripts, credentials, recommendations, and other pertinent information.

COMPENSATION

If employed directly by the district, the compensation of substitute teachers shall be determined annually by the Board.

Retired teachers serving as substitutes who do not have an active teaching license shall be paid the same as a retired substitute teacher with an active teaching license. This only applies to teachers who retired after July 1, 2011 through July 1, 2016.⁵

CERTIFICATION

When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a substitute teacher shall possess a teaching certificate with endorsement in the discipline(s) to be taught or shall be a retired teacher that held the appropriate endorsement.⁶ When substituting for a teacher without sick leave, the substitute shall be certified and paid according to the state salary schedule.¹

Retired teachers may substitute one-hundred twenty (120) days per year without loss of retirement benefits¹ and may substitute for additional days if the Director of Schools certifies in writing to the Division of Retirement that no other qualified personnel are available to substitute teach.⁷

1 **EMERGENCY NEEDS**

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

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

8 **TRAINING AND ORIENTATION**

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

11 **RESPONSIBILITIES**

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

14 **RE-EMPLOYMENT/TERMINATION**

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

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

Legal References

1. TRR/MS 0520-01-02-.04(5)
2. TCA 49-5-709
3. TCA 49-5-413(a)(2)
4. TCA 49-2-203(a)(15)
5. TCA 49-3-312(b)
6. TCA 49-3-312(a); TRR/MS 0520-01-02-.04(5)(b)
7. TCA 8-36-805

Cross References

Background Investigations 5.118

Trousdale County Board of Education			
Monitoring: Review: Annually, in March	Descriptor Term: Interference/Disruption of School Activities	Descriptor Code: 6.306	Issued Date: 12/16/21
		Rescinds: 6.306	Issued: 09/13/01

1 *General*

2 A student shall not engage in conduct which causes the disruption or interference with the operation of
3 the school while on school property, in school vehicles or buses, or at school-sponsored events,
4 whether on or off campus. The student shall not urge other students to engage in such conduct.

5 Employees are authorized to take reasonable measures to establish appropriate school behavior and
6 have the authority to control the conduct of any student while under the supervision of the school
7 district.¹

8 A student may receive disciplinary action ranging from verbal reprimand to suspension and/or expulsion
9 depending on the severity of the offense and the student's prior record.²

10 **REMOVAL OF STUDENT³**

11 If a student repeatedly or substantially interferes with the learning environment, the teacher may
12 submit a written request along with the required documentation to the principal to remove the student
13 from the teacher's classroom. The student will be given notice of the rationale for the request as well
14 as the opportunity to offer an explanation.

15 The principal will investigate the request and make a decision regarding the student's placement. The
16 principal will notify the teacher as to his/her decision.

17 If a teacher abuses or overuses the student removal process, the principal shall address the abuse or
18 overuse with the teacher and may require the teacher to complete additional professional development
19 to improve the teacher's classroom management skills.

20 *Appeal Process*

21 If the teacher's request for removal is denied, he/she may file an appeal with the Director of Schools.
22 He/she will review the teacher's request for removal as well as the decision of the principal and make a
23 determination as to the student's placement.

Legal References

1. TCA 49-6-4102
2. TCA 49-6-3401
3. Public Acts of 2021, Chapter No. 77

Cross References

Code of Conduct 6.300
Suspension 6.316
Safe Relocation of Students 6.4081

Trousdale County Board of Education			
Monitoring: Review: Annually, in April	Descriptor Term: Safe Relocation of Students	Descriptor Code: 6.4081	Issued Date: 12/16/21
		Rescinds: 6.4081	Issued: 06/20/19

1 Teachers who are directly responsible for a student's education or other employees who interact with
2 students on a professional basis may relocate a student from the student's present location to another
3 location when such relocation is necessary for the student's safety or the safety of others.¹ If relocation
4 is necessary, the process will comply with all special education laws. Such employees may also intervene
5 in a physical altercation between two (2) or more students or between a student and a district employee.
6 Reasonable or justifiable force may be used to physically relocate or intervene in a conflict if a student
7 is unwilling to cooperate.² If an employee is unable to resolve the matter with the use of reasonable or
8 justifiable force, the student shall be allowed to remain in place until local law enforcement officers or
9 school resource officers can be summoned to relocate the student or take the student into custody until a
10 parent/guardian can retrieve the student.

11 In the event that physical relocation becomes necessary, the employee shall immediately file a brief
12 report of the incident with the principal. If the student's behavior constitutes a violation of the Board's
13 zero tolerance policy, the report shall be placed in the student's permanent record. Otherwise, the report
14 shall be kept in the student's discipline record and not become a part of that student's permanent record.
15 The principal/designee shall notify the employee involved of the actions taken to address the behavior
16 of the relocated student.¹

17 The Director of Schools shall develop administrative procedures regarding the safe relocation of students
18 consistent with state law. Each principal shall fully support the employees' authority to relocate a student
19 and ensure appropriate implementation and reporting.

Legal References

1. Public Acts of 2021, Chapter No. 77
2. TCA 39-11-603; TCA 39-11-609 to 614

Cross References

Code of Conduct 6.300
Interference/Disruption of School Activities 6.306
Zero Tolerance Offenses 6.309
Special Education Students 6.500