



## AGENDA

METROPOLITAN BOARD OF PUBLIC EDUCATION

2601 Bransford Avenue, Nashville, TN 37204

Regular Meeting – July 22, 2025 – 5:00 p.m.

**Freda Player, Chair**

I. CONVENE and ACTION

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

II. AWARDS AND RECOGNITIONS

- A. 2025 ACT Policy Exemplar

III. DIRECTOR'S REPORT

- A. Core Tenets: 1. Re-envision central office as a support hub; 2. Empower and equip leaders at all levels; 3. Create and Support Engaging, Rigorous, and Personalized Learning Experiences for All Students; 4. Identify and Eliminate Inequities
  - i. Back to School and TCAP Update

IV. PUBLIC PARTICIPATION

*The Board will hear from those persons who have requested to appear at this Board meeting. In the interest of time, speakers are requested to limit remarks to two minutes or less. Comments will be timed.*

V. COMMITTEE REPORTS

VI. GOVERNANCE ISSUES

A. Actions

1. Consent

- a. Minutes – 6.24.2025 – Regular Meeting
- b. Awarding of Purchases and Contracts
  - 1. Catalyst Design Group
  - 2. Catapult Learning, LLC dba Specialized Education of Tennessee, Inc.
  - 3. Collier Engineering Company, Inc.
  - 4. Daniels + Chandler Architects PLLC
  - 5. Dell Marketing LP
  - 6. Dewberry Engineers Inc.
  - 7. DFA Dairy Brands LLC dba Purity Dairy
  - 8. Envision Advantage, LLC
  - 9. Genesis Learning Centers
  - 10. Henderick Inc.
  - 11. Ingram Civil Engineering Group, LLC
  - 12. Lee Company
  - 13. Magic School, Inc.
  - 14. Michael Foods Inc.
  - 15. Moody Nolan, Inc.
  - 16. Murfreesboro Pure Milk Company, Inc.
  - 17. National Food Group Inc.
  - 18. PCS - Personal Computer Systems (Authorized Dealer for Promethean)
  - 19. REA Controls, LLC
  - 20. Riddell All American

- 21. Ross Bryan Associates, Inc.
- 22. S.M. Lawrence Company, Inc.
- 23. Tasty BrandsLC
- 24. The Metropolitan Transit Authority
- 25. Uncharted Learning, NFP
- c. Policy 1.407 - School District Records
  - Policy 1.7001 - Education Equity, 2.101 Diversity Business Enterprises,
  - Policy 5.100 Personnel Goals
  - Policy 1.600, 1.601, 1.602, 1.603, 1.604, 1.605, 1.606 – Charter Schools
  - Policy 2.403 - Surplus Property Sales
  - Policy 3.202 – Emergency Preparedness Plans
  - Policy 3.204 - Threat Assessment Team
  - Policy 4.100 - Instructional Program
  - Policy 5.500 Discrimination/Harassment of Employees
  - Policy 6.304 - Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation
  - Policy 4.2092 - Virtual Education Program
  - Policy 4.301 - Interscholastic Athletics
  - Policy 4.403 - Library Materials
  - Policy 4.406 - Use of the Internet
  - Policy 4.601 - Reporting Student Progress
  - Policy 5.110 - Compensation Guides & Contracts
  - Policy 5.119 - Employment of Retirees
  - Policy 5.305 - Family and Medical Leave, 5.701 Substitute Teachers
  - Policy 6.200 - Attendance
  - Policy 6.303 - Questioning Students and Searches
  - Policy 6.312 - Use of Wireless Communication Devices
  - Policy 6.411 - Student Wellness
  - Policy 6.600 - Student Records
- d. Settlement Hayes et al. v. Metropolitan Government

VII. BOARD REPORTS

VIII. ADJOURNMENT

If any accommodations are needed for individuals with disabilities who wish to be present at this meeting, please submit the accommodation through hubNashville at <https://nashville.gov/hub-ADA-boards> or by calling (615) 862-5000. Requests should be made soon as possible, but 72 hours prior to the scheduled is recommended

# **METROPOLITAN NASHVILLE PUBLIC SCHOOL BOARD MEETING –**

June 24, 2025

**Members Present:** Freda Player – Chair, Berthena Nabaa-McKinney – Vice-chair, Rachael Anne Elrod, Erin O’Hara Block, Cheryl Mayes, TK Fayne, Abigail Tylor, Robert Taylor, Rachael Anne Elrod and Zach Young

**Members Absent:** Abigail Tylor

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

## **CONVENE AND ACTION**

- A. Call to Order – Freda Player called the meeting to order.
- B. Pledge of Allegiance - Led by Brittany?
- C. Adoption of Agenda

**Motion to agenda to adopt agenda with changes.**

**By Cheryl Mayes, seconded Zach Young**

**Vote: 9-0 (unanimous)**

## **DIRECTOR’S REPORT**

- A. State of Schools Address and Presentation – Dr. Battle and staff presented the State of Schools Address video and presentation.

## **PUBLIC PARTICIPATION**

- A. There were no speakers.

## **BOARD COMMITTEE REPORTS**

- A. There were no committee reports.

## **GOVERNANCE ISSUES**

### **Consent**

- A. Minutes – 6.10.2025 – Regular Meeting
- B. Awarding of Purchases and Contracts
  - 1. Apple, Inc.
  - 2. Fisher Installations, LLC dba Bleachers and Seats (2)
  - 3. The Ingram Group, LLC
  - 4. Institutional Wholesale Company, Inc.
  - 5. Metro Government of Nashville and Davidson County, Department of General Services
  - 6. Microsoft Corporation
  - 7. Nashville State Community College
  - 8. Paladin, Inc
  - 9. Paxton Patterson, LLC
  - 10. Reno & Cavanaugh PLLC
  - 11. Scenario Learning, LLC dba Vector Solutions
  - 12. Smith Seckman Reid, Inc
  - 13. The Metropolitan Nashville Education Association (MNEA)
  - 14. Toadvine Enterprises, Inc. (2)
  - 15. Vanderbilt University Medical Center dba Bill Wilkerson Mama Lere Hearing School
  - 16. Veracity Verification Solutions LLC
- C. ESA/ESSA/IDEA Application
- D. Settlement Madasun McKethan et al v. Metropolitan Government
- E. Student Parent Handbook

**Motion to approve the consent agenda.**

**By Zach Young, seconded Berthena Nabaa-Mckinney**

**Vote: 8-0 (unanimous)**

**BOARD REPORTS**

A. Freda Player announced that there will not a Board Meeting held on July 8. The next Board Meeting will be July 22<sup>nd</sup>.

**Freda Player adjourned the meeting at 5:31 p.m.**



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Chris M. Henson  
Board Secretary

Freda Player  
Board Chair

Date

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(1)**

VENDOR:	Catalyst Design Group
SERVICE/GOODS (SOW):	For the provision of civil engineering services on an as-needed basis for various projects throughout the district.
SOURCING METHOD:	QBS 395388
TERM:	July 23, 2025 through February 27, 2029
FOR WHOM:	Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$800,000. Total compensation is based on an estimated yearly amount of \$200,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality and timeliness of the civil engineering services in meeting the specific needs and requirements of each project.
MBPE CONTRACT NUMBER:	7618287
SOURCE OF FUNDS:	Capital Funds

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(2)**

VENDOR:	Catapult Learning, LLC dba Specialized Education of Tennessee, Inc.
SERVICE/GOODS (SOW):	For the provision of a Special Education Day School and related services for 60-70 assigned MNPS students in grades K-12.
SOURCING METHOD:	RFP 396489
TERM:	July 23, 2025 through July 22, 2030
FOR WHOM:	MNPS Exceptional Education Students
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$12,600,000. Total compensation is based on an estimated yearly amount of \$2,520,000.
OVERSIGHT:	Exceptional Education
EVALUATION:	Based on the quality of services provided and adherence to the MNPS specifications within the scope of work.
MBPE CONTRACT NUMBER:	7618619
SOURCE OF FUNDS:	Operating Budget

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(3)**

VENDOR:	Collier Engineering Company, Inc.
SERVICE/GOODS (SOW):	For the provision of civil engineering services on an as-needed basis for various projects throughout the district.
SOURCING METHOD:	QBS 395388
TERM:	July 23, 2025 through February 27, 2029
FOR WHOM:	Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$800,000. Total compensation is based on an estimated yearly amount of \$200,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality and timeliness of the civil engineering services in meeting the specific needs and requirements of each project.
MBPE CONTRACT NUMBER:	7618288
SOURCE OF FUNDS:	Capital Funds



**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(4)**

VENDOR:	Daniels + Chandler Architects PLLC
SERVICE/GOODS (SOW):	For the provision of architectural services on an as-needed basis for various projects throughout the district.
SOURCING METHOD:	QBS 395388
TERM:	July 23, 2025 through February 27, 2029
FOR WHOM:	Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$800,000. Total compensation is based on an estimated yearly amount of \$200,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality and timeliness of the architectural services in meeting the specific needs and requirements of each project.
MBPE CONTRACT NUMBER:	7618286
SOURCE OF FUNDS:	Capital Funds

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(5)**

VENDOR:	Dell Marketing LP
SERVICE/GOODS (SOW):	For the provision of computer equipment, peripherals, and related services.
SOURCING METHOD:	OMNIA Cooperative Contract 01-143
TERM:	July 23, 2025 through November 30, 2026 with renewals allowable through June 30, 2030
FOR WHOM:	All MNPS
COMPENSATION:	Contractor will be compensated in accordance with the Omnia contract pricing. Total compensation for this contract is not to exceed \$4,000,000. Total compensation is based on an estimated yearly amount of \$1,300,000.
OVERSIGHT:	Technology Services and Procurement
EVALUATION:	Based on the quality and timeliness of the products and services provided.
MBPE CONTRACT NUMBER:	7618928
SOURCE OF FUNDS:	Various Operating Budgets and Federal Funds

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(6)**

VENDOR:	Dewberry Engineers Inc.
SERVICE/GOODS (SOW):	For the provision of mechanical, plumbing, and electrical (MPE) engineering services on an as-needed basis for various projects throughout the district.
SOURCING METHOD:	QBS 395388
TERM:	July 23, 2025 through February 27, 2029
FOR WHOM:	Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$800,000. Total compensation is based on an estimated yearly amount of \$200,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality and timeliness of the MPE engineering services in meeting the specific needs and requirements of each project.
MBPE CONTRACT NUMBER:	7618289
SOURCE OF FUNDS:	Capital Funds

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(7)**

VENDOR:	DFA Dairy Brands LLC dba Purity Dairy
SERVICE/GOODS (SOW):	For the provision of dairy and fluid milk.
SOURCING METHOD:	ITB 396514
TERM:	July 23, 2025 through July 22, 2029
FOR WHOM:	MNPS Students and Cafeteria Staff
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$16,060,000. Total compensation is based on an estimated yearly amount of \$4,015,000.
OVERSIGHT:	Nutrition Services
EVALUATION:	Based on product quality, timely delivery, and product availability.
MBPE CONTRACT NUMBER:	7618456
SOURCE OF FUNDS:	Nutrition Services Fund

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(8)**

VENDOR:	Envision Advantage, LLC
SERVICE/GOODS (SOW):	For the provision of mechanical, plumbing, and electrical (MPE) engineering services on an as-needed basis for various projects throughout the district.
SOURCING METHOD:	QBS 395388
TERM:	July 23, 2025 through February 27, 2029
FOR WHOM:	Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$800,000. Total compensation is based on an estimated yearly amount of \$200,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality and timeliness of the MPE engineering services in meeting the specific needs and requirements of each project.
MBPE CONTRACT NUMBER:	7618283
SOURCE OF FUNDS:	Capital Funds

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(9)**

VENDOR:	Genesis Learning Centers
SERVICE/GOODS (SOW):	For the provision of a Special Education Day School and related services for 60-70 assigned MNPS students in grades K-12.
SOURCING METHOD:	RFP 396489
TERM:	July 23, 2025 through July 22, 2030
FOR WHOM:	MNPS Exceptional Education Students
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$12,600,000. Total compensation is based on an estimated yearly amount of \$2,520,000.
OVERSIGHT:	Exceptional Education
EVALUATION:	Based on the quality of services provided and adherence to the MNPS specifications within the scope of work.
MBPE CONTRACT NUMBER:	7618620
SOURCE OF FUNDS:	Operating Budget

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(10)**

VENDOR:	Henderick Inc.
SERVICE/GOODS (SOW):	For the provision of athletic wood flooring services and related projects on an as-needed basis. Projects may include, but are not limited to, installation of new wood flooring, replacement of existing flooring, subfloor and sleeper systems, screen and re-coat services, as well as the application of sports court lines and logos.
SOURCING METHOD:	RFP 395413
TERM:	July 23, 2025 through July 22, 2030
FOR WHOM:	MNPS Facilities
COMPENSATION:	<p>Contractor will be compensated in accordance with the approved quotation accepted by MNPS for each individual project.</p> <p>Total compensation for this contract is not to exceed \$2,000,000.</p> <p>Total compensation is based on an estimated yearly amount of \$400,000.</p>
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality and timeliness of the services provided and adherence to the MNPS requested scope of work.
MBPE CONTRACT NUMBER:	7618582
SOURCE OF FUNDS:	Capital Funds and Operating Budget

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(11)**

VENDOR:	Ingram Civil Engineering Group, LLC
SERVICE/GOODS (SOW):	For the provision of civil engineering services on an as-needed basis for various projects throughout the district.
SOURCING METHOD:	QBS 395388
TERM:	July 23, 2025 through February 27, 2029
FOR WHOM:	Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$800,000. Total compensation is based on an estimated yearly amount of \$200,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality and timeliness of the civil engineering services in meeting the specific needs and requirements of each project.
MBPE CONTRACT NUMBER:	7618284
SOURCE OF FUNDS:	Capital Funds



**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(12)**

VENDOR:	Lee Company
SERVICE/GOODS (SOW):	For the installation of HVAC digital direct control (DDC) systems across the school district.
SOURCING METHOD:	RFP 396381
TERM:	July 23, 2025 through July 22, 2030
FOR WHOM:	MNPS Schools and Facilities
COMPENSATION:	Contractor will be compensated in accordance with Section 2.2. Total compensation for this contract is not to exceed \$5,000,000. Total compensation is based on an estimated yearly amount of \$1,000,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality and timeliness of installing DDC systems and integrating them with MNPS HVAC systems.
MBPE CONTRACT NUMBER:	7618242
SOURCE OF FUNDS:	Capital Funds

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(13)**

VENDOR:	Magic School, Inc.
SERVICE/GOODS (SOW):	For the provision of Magic School’s AI-powered platform, maintenance, and support. The AI platform is designed specifically for K–12 educators to enhance instructional planning, communication, and productivity. These services are intended to be purchased as needed and as determined by each MNPS school.
SOURCING METHOD:	BuyBoard Cooperative Contract 749-24
TERM:	July 23, 2025 through October 31, 2027
FOR WHOM:	All MNPS Schools
COMPENSATION:	Contractor will be compensated in accordance with the BuyBoard contract pricing. Total compensation for this contract is not to exceed \$540,000. Total compensation is based on an estimated yearly amount of \$180,000.
OVERSIGHT:	Digital Strategy & Implementation
EVALUATION:	Based on the usage, user feedback, performance, and quality of the services provided.
MBPE CONTRACT NUMBER:	7618505
SOURCE OF FUNDS:	Operating Budget

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(14)**

VENDOR:	Michael Foods Inc.
SERVICE/GOODS (SOW):	For the processing of U.S. Department of Agriculture (U.S.D.A.) donated raw commodities into finished, consumable food products for use in MNPS food service programs.
SOURCING METHOD:	ITB 396513
TERM:	July 23, 2025 through July 22, 2027
FOR WHOM:	MNPS Students and Cafeteria Staff
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$700,000. Total compensation is based on an estimated yearly amount of \$350,000.
OVERSIGHT:	Nutrition Services
EVALUATION:	Based on availability, pricing, and student acceptability.
MBPE CONTRACT NUMBER:	7618623
SOURCE OF FUNDS:	Nutrition Services Fund

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(15)**

VENDOR:	Moody Nolan, Inc.
SERVICE/GOODS (SOW):	For the provision of architectural services on an as-needed basis for various projects throughout the district.
SOURCING METHOD:	QBS 395388
TERM:	July 23, 2025 through February 27, 2029
FOR WHOM:	Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$800,000. Total compensation is based on an estimated yearly amount of \$200,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality and timeliness of the architectural services in meeting the specific needs and requirements of each project.
MBPE CONTRACT NUMBER:	7618290
SOURCE OF FUNDS:	Capital Funds

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(16)**

VENDOR:	Murfreesboro Pure Milk Company, Inc.
SERVICE/GOODS (SOW):	For the provision of frozen desserts.
SOURCING METHOD:	ITB 396515
TERM:	July 23, 2025 through July 22, 2029
FOR WHOM:	MNPS Students and Cafeteria Staff
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$470,000. Total compensation is based on an estimated yearly amount of \$117,500.
OVERSIGHT:	Nutrition Services
EVALUATION:	Based on product quality, timely delivery, and product availability.
MBPE CONTRACT NUMBER:	7618455
SOURCE OF FUNDS:	Nutrition Services Fund

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(17)**

VENDOR:	National Food Group Inc.
SERVICE/GOODS (SOW):	For the processing of U.S. Department of Agriculture (U.S.D.A.) donated raw commodities into finished, consumable food products for use in MNPS food service programs.
SOURCING METHOD:	ITB 396513
TERM:	July 23, 2025 through July 22, 2027
FOR WHOM:	MNPS Students and Cafeteria Staff
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$1,600,000. Total compensation is based on an estimated yearly amount of \$800,000.
OVERSIGHT:	Nutrition Services
EVALUATION:	Based on availability, pricing, and student acceptability.
MBPE CONTRACT NUMBER:	7618621
SOURCE OF FUNDS:	Nutrition Services Fund

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(18)**

VENDOR:	PCS - Personal Computer Systems (Authorized Dealer for Promethean)
SERVICE/GOODS (SOW):	Amendment #4 increases the contract value. This contract is for the indefinite delivery and indefinite quantity of Promethean Boards, including installation services, accessories, and warranty coverage."
SOURCING METHOD:	Amendment of a Previously Board Approved Contract
TERM:	July 23, 2025 through December 31, 2025
FOR WHOM:	All MNPS
COMPENSATION:	This amendment increases the contract value by \$1,000,000. Total compensation under this contract is not to exceed \$9,000,000. Total compensation is based on an estimated yearly amount of 1,500,000.
OVERSIGHT:	Technology Services
EVALUATION:	Based on the quality and timeliness of the products and services provided.
MBPE CONTRACT NUMBER:	7511326
SOURCE OF FUNDS:	Various Federal, Operating, and Capital Funds

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(19)**

VENDOR:	REA Controls, LLC
SERVICE/GOODS (SOW):	For the installation of HVAC digital direct control (DDC) systems across the school district.
SOURCING METHOD:	RFP 396381
TERM:	July 23, 2025 through July 22, 2030
FOR WHOM:	MNPS Schools and Facilities
COMPENSATION:	Contractor will be compensated in accordance with Section 2.2. Total compensation for this contract is not to exceed \$5,000,000. Total compensation is based on an estimated yearly amount of \$1,000,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality and timeliness of installing DDC systems and integrating them with MNPS HVAC systems.
MBPE CONTRACT NUMBER:	7618243
SOURCE OF FUNDS:	Capital Funds



**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(20)**

VENDOR:	Riddell All American
SERVICE/GOODS (SOW):	For the provision of athletic helmet reconditioning.
SOURCING METHOD:	ITB 396487
TERM:	July 23, 2025 through July 22, 2030
FOR WHOM:	Athletic Coaches and Students
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$750,000. Total compensation is based on an estimated yearly amount of \$150,000.
OVERSIGHT:	Athletics
EVALUATION:	Based on the helmets being safe and in compliance with safety laws and standards.
MBPE CONTRACT NUMBER:	7618230
SOURCE OF FUNDS:	Operating Budget

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(21)**

VENDOR:	Ross Bryan Associates, Inc.
SERVICE/GOODS (SOW):	For the provision of structural engineering services on an as-needed basis for various projects throughout the district.
SOURCING METHOD:	QBS 395388
TERM:	July 23, 2025 through February 27, 2029
FOR WHOM:	Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$800,000. Total compensation is based on an estimated yearly amount of \$200,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality and timeliness of the structural engineering services in meeting the specific needs and requirements of each project.
MBPE CONTRACT NUMBER:	7618285
SOURCE OF FUNDS:	Capital Funds

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(22)**

VENDOR:	S.M. Lawrence Company, Inc.
SERVICE/GOODS (SOW):	For the replacement of the HVAC system at Madison Middle School.
SOURCING METHOD:	ITB 396521
TERM:	July 23, 2025 through Project Completion
FOR WHOM:	Madison Middle School
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$1,669,800. Total compensation is based on an estimated project amount of \$1,669,800.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality and timeliness of the goods and services provided in accordance to the scope of work.
MBPE CONTRACT NUMBER:	7618583
SOURCE OF FUNDS:	Capital Funds

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(23)**

VENDOR:	Tasty Brands LLC
SERVICE/GOODS (SOW):	For the processing of U.S. Department of Agriculture (U.S.D.A.) donated raw commodities into finished, consumable food products for use in MNPS food service programs.
SOURCING METHOD:	ITB 396513
TERM:	July 23, 2025 through July 22, 2027
FOR WHOM:	MNPS Students and Cafeteria Staff
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract/purchase is not to exceed \$1,400,000 Total compensation is based on an estimated yearly amount of \$700,000.
OVERSIGHT:	Nutrition Services
EVALUATION:	Based on availability, pricing, and student acceptability.
MBPE CONTRACT NUMBER:	7618622
SOURCE OF FUNDS:	Nutrition Services Fund

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(24)**

VENDOR:	The Metropolitan Transit Authority
SERVICE/GOODS (SOW):	Memorandum of Understanding (MOU) to establish the bus and train ride prices for MNPS students and staff.
SOURCING METHOD:	Memorandum of Understanding (MOU)
TERM:	July 23, 2025 through June 30, 2026
FOR WHOM:	MNPS Students and Staff
COMPENSATION:	Contractor will be compensated in accordance with the rates outlined in the MOU. Total compensation for this contract is not to exceed \$750,000. Total compensation is based on an estimated yearly amount of \$750,000.
OVERSIGHT:	Technology Services
EVALUATION:	Based on the adherence to the defined duties and responsibilities within the MOU.
MBPE CONTRACT NUMBER:	7618631
SOURCE OF FUNDS:	Operating Budget

**GOVERNANCE ISSUES – ACTIONS – CONSENT**

**A.1.b.(25)**

VENDOR:	Uncharted Learning, NFP
SERVICE/GOODS (SOW):	Amendment #1 extends the contract term, increases the contract value, and increases the number of schools receiving the program services. The contract is for the provision of an entrepreneurship program that provides curriculum, training, and engagement opportunities with business partners to mentor our students through the life cycle of starting their own business.
SOURCING METHOD:	Amendment of a Previously Board Approved Contract
TERM:	July 23, 2025 through June 30, 2029
FOR WHOM:	MNPS Students
COMPENSATION:	This amendment increases the contract value by \$190,000. Total compensation for this contract is not to exceed \$275,000. Total compensation is based on an estimated yearly amount of \$55,000.
OVERSIGHT:	Federal Programs
EVALUATION:	Based on the quality of the entrepreneurship program's curriculum, training, and engagement opportunities for students.
MBPE CONTRACT NUMBER:	7587882
SOURCE OF FUNDS:	Perkins Grant Funds

## **Policy Update Overview**

### **Policy 1.407 - School District Records**

Previously, state law permitted individuals to submit a records request via fax. Public Chapter 94 removes this requirement.

### **Policy 1.7001 - Education Equity, 2.101 Diversity Business Enterprises, 5.100 Personnel Goals**

Public Chapter 494 requires that a “metropolitan government shall not base an employment decision on any metric that considers an applicant’s race, ethnicity, sex, age, or any other similar demographic characteristic, rather than on individual merit, qualifications, veteran status, or lawful eligible criteria. These amendments align MNPS policies to meet the requirements of this law.

### **Charter School Policy Changes – 1.900, 1.901, 1.902, 1.903, 1.904, 1.905, 1.906**

Several changes to charter school policies based on Public Chapter 275. This new law shifts certain responsibilities to the State Board of Education and the TN Public Charter Schools Commission. Additionally, there is a new requirement that Boards report all charter applications received to the TN Public Charter Schools Commission. The Board Office is recommending that the Board adopt a full slate of new charter school policies to ensure compliance with all relevant statutes.

### **Policy 2.403 - Surplus Property Sales**

Federal regulations required that certain actions be taken when property valued at \$5,000 or below was disposed of. This limit has been increased to \$10,000. Additionally, Public Chapter 500 includes new criteria for posting notices on news and information websites. This new law clarifies that the website is not intended to be the same newspaper of general circulation utilized for the printed publication.

### **Policy 3.202 - Emergency Preparedness Plans**

Public Chapter 315 clarifies that no more than two fire drills are required to occur within the first thirty full school days.

### **Policy 3.204 - Threat Assessment Team**

There are new reporting requirements regarding threats and significantly disruptive behavior. A report must be made to parents/guardians within forty-eight hours of the

district reporting to law enforcement. Additionally, there must be a quarterly report of incidents provided at board meetings.

#### **Policy 3.206 – Community Use of School Facilities**

This amendment clarifies that non-MNPS individuals and groups that use MNPS facilities must complete the appropriate paperwork as well as proof of adequate insurance.

#### **Policy 4.100 - Instructional Program**

#### **Policy 5.500 - Discrimination/Harassment of Employees**

#### **Policy 6.304 - Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation**

These three policies are being updated in response to Public Chapter 293. This new state law requires Boards to include the definition of antisemitism in anti-discrimination policies. The full definition is included in the updated version of policy 4.100, and policies 5.500 and 6.304 have been updated to refer to that definition.

#### **Policy 4.2092 - Virtual Education Program**

Public Chapter 484 permits districts to use hybrid learning in the event of dangerous or extreme weather or in an emergency, as determined by the Director of Schools. In order to use hybrid learning, a district uses hybrid learning, the Board must have a policy in place regarding student attendance.

#### **Policy 4.301 - Interscholastic Athletics**

Students attending virtual schools will now be permitted to participate in interscholastic athletics in accordance with TSSAA or TMSAA guidelines.

#### **Policy 4.403 - Library Materials**

A recent change to state law clarifies that materials may not be excluded from school libraries solely on the grounds that they are religious.

#### **Policy 4.406 - Use of the Internet**

The Teen Social Media Act Federal PC 195 specifies limits that must be in place for district internet use regarding age-appropriate content and protecting personal information. This new law also requires that districts prevent students from accessing social media



platforms on district provided internet unless expressly authorized by a teacher for educational purposes.

#### **Policy 4.601 - Reporting Student Progress**

Report cards for students in grades K-8 must now include the student's score on the most recently administered universal reading screener and the results of a dyslexia screener, if applicable.

#### **Policy 5.204 - Employment of Retirees**

Public Chapter 159 makes several changes that will impact employing retirees in the 2025-2026 school year. Importantly, there is now a requirement for a bona fide separation of service prior to reemployment. This includes a sixty day separation of service, and there can be no previous agreement to return to work. Other changes provide guidance for the employment of retirees.

#### **Policy 5.305 Family and Medical Leave, 5.701 Substitute Teachers**

A clean-up bill, Public Chapter 235, made several changes to state law. One significant change is to the paid parental leave statute and which employees may use this type of leave. Under the new law, employees must satisfy the following criteria to be eligible for this paid leave: (1) have received a license or an emergency credential from the Department of Education required for the relevant position; and (2) be in a full-time position that requires the relevant license or emergency credential for at least twelve consecutive months. The changes to state law also clarify how this leave can be taken. Now, employees may choose whether to take the leave consecutively or non-consecutively but in increments of no less than one week.

Additionally, Public Chapter 235 changes the number of days that a substitute teacher can teach without a license. This was previously set at twenty days and has been increased to thirty.

#### **Policy 6.200 – Attendance**

Public Chapter 401 requires entities that provide released time courses to submit proof of compliance with state law on background checks. The policy has been updated to note the responsibility of these independent entities.

**Policy 6.303 - Questioning Students and Searches**

There is a new training requirement for school personnel who may conduct searches of students. Going forward, any searches of students must be carried out by a school resource officer, a school security officer, or a school administrator who has completed state required training. Public Chapter 244 requires the Department of Education to develop this training.

**Policy 6.312 - Use of Wireless Communication Devices**

Public Chapter 103 requires Boards to adopt a policy on student use of wireless communication devices.

**Policy 6.411 - Student Wellness**

Previously, state law required elementary students to receive 130 minutes of physical activity per week. This has now been increased to 40 minutes each full school day. Middle and high school students are still required to receive 90 minutes of physical activity per full school week. These requirements are separate from physical education classes.

**Policy 6.600 - Student Records**

If a student transfers from one school to another, Public Chapter 156 requires the district to provide a copy of a student's records to the new school within five business days.

# Metropolitan Nashville Board of Education

Monitoring: <b>Review: Annually, in July</b>	Descriptor Term: <b>School District Records</b>	Descriptor Code: <b>1.407</b>	Issued Date: <b>07/22/25</b>
		Rescinds: <b>1.407</b>	Issued: <b>06/01/17</b>

The director of schools shall maintain all school district records required by law, regulation, and board policy. Any citizen of Tennessee shall be permitted during business hours to inspect public records maintained by the school district unless otherwise prohibited by law. Any citizen of Tennessee may request in writing and receive copies of open public records subject to the payment of reasonable cost.<sup>1,2,3,4</sup>

No records pertaining to individual students will be released for inspection by the public or any unauthorized persons. In addition, information, records, and plans related to security and safety will not be released for public inspection.<sup>11</sup>

All requests to inspect or receive copies of records shall be submitted to the Public Records Specialist, the district's public records request coordinator and records custodian.<sup>12</sup>

Prior to producing any record, the records custodian shall ensure confidential information is redacted. Original documents remain intact and confidential information in copies produced for a requestor shall be redacted. The director of schools shall develop a procedure to redact confidential information.

## REQUESTS FOR INSPECTION<sup>2</sup>

Citizens requesting to inspect public records shall submit their request and a government issued photo identification card with the citizen's address to the district's public records request coordinator during normal business hours. Requests may be made in person or by telephone, fax, mail, or email electronic transmission. The coordinator shall submit the information to the appropriate records custodian. The records custodian will contact the citizen and indicate when the records will be available to inspect.

If the records cannot be made available within seven (7) business days, the records custodian shall provide a records production letter indicating the time needed to complete the request.

If the request to inspect is denied, the records custodian shall provide the citizen with a records request denial letter indicating the basis for the denial.

## REQUESTS FOR COPIES<sup>2</sup>

Citizens requesting copies of public records shall complete and submit the Records Request Form and a government issued photo identification card with the citizen's address to the district's public records request coordinator during normal business hours. The coordinator shall submit the Records Request Form to the appropriate records custodian.

The records custodian shall provide an estimate of the reasonable costs to produce the requested records. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of

Reasonable Charges found at <https://www.comptroller.tn.gov/openrecords/forms.asp> shall be used to determine the reasonable cost. The records custodian will provide the citizen with an invoice detailing the charges. The citizen shall pay the estimated reasonable costs by cash or check prior to the district producing the copies.

If the records cannot be made available within seven (7) business days, the records custodian shall provide a records production letter indicating the time needed to complete the request.

If the request for copies is denied, the records custodian shall provide the citizen with a records request denial letter detailing the basis for the denial.

## **FREQUENT AND MULTIPLE REQUESTS**

When the total number of requests for copies made by a requestor within a calendar month exceeds four (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to produce copies of the requested records. Prior to charging a reasonable fee, the requestor shall be notified of this policy and provided with a Notice of Aggregation of Multiple Requestors form. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable Charges found at <https://www.comptroller.tn.gov/openrecords/forms.asp> shall be used to determine the reasonable cost. Further, the names of persons inspecting records and the date of inspection shall be recorded.

## **DENYING REQUESTS FOR NONCOMPLIANCE<sup>13</sup>**

### *Requests to Inspect a Public Record*

The district may deny a request to inspect a public record from any citizen that has:

- a. made two (2) or more requests to view a public record within a six-month period; and
- b. for each request failed to view the record within fifteen (15) business days of receiving notification that the record was available.

Requests from this citizen may be denied for up to six (6) months from the date of the second records request. The district's public records request coordinator may waive this denial if he/she determines that failure to view the record was for good cause.

### *Requests for Copies of Public Records*

The district may deny a request for copies of a public record from any citizen that has:

- a. been provided with an estimate of the reasonable cost to produce the requested records;
- b. agrees to pay such estimated reasonable cost prior to production of the records; and
- c. fails to pay the actual cost after the records have been produced.

Additional requests from this citizen may be denied until the original cost is paid.

## 1    **RECORDS RETENTION**

2    The director of schools and/or his/her designee(s) shall retain and dispose of school district records in  
3    accordance with the following guidelines:<sup>2,4</sup>

- 4        1. The director of schools and/or his/her designee(s) will determine if a particular record is of  
5        permanent or temporary value in accordance with regulations promulgated by County Public  
6        Records Commission and the Tennessee Institute for Public Services records manual;<sup>5,6</sup>
- 7        2. Temporary value records which have been kept beyond the required time may be recommended  
8        to the Public Records Commission for destruction;<sup>7,8</sup>
- 9        3. The records that the State Librarian and Archivist desire to preserve in their facilities will be  
10       transferred to the State Library and Archives. The temporary value records rejected by the State  
11       Library and Archives may be transferred to another institution or destroyed;<sup>7,8,9</sup>
- 12       4. Permanent records will be kept in some usable form (digital, printed, microfilm, etc.). If the  
13       director of schools desires to destroy the original permanent record, these records must be  
14       reproduced by microfilming or some other permanent reproduction method. Permission to  
15       destroy any original permanent record after microfilming follows the same procedure noted  
16       above for temporary records;<sup>6,8</sup> and
- 17       5. The director of schools shall establish procedures to safeguard against the unlawful destruction,  
18       removal, or loss of records.<sup>10</sup>

## 19   **DISTRICT PUBLIC RECORDS REQUEST COORDINATOR<sup>14</sup>**

20   Public Records Specialist  
21   Metropolitan Nashville Public Schools  
22   2601 Bransford Avenue  
23   Nashville, TN 37204  
24   615-259-8405  
25   [publicrecords@mnps.org](mailto:publicrecords@mnps.org)

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Legal References

1. TCA 49-2-301(b)(1)(CC)
2. TCA 10-7-503; Public Acts of 2025, Chapter No. 94
3. TCA 10-7-506(a)
4. TCA 49-2-104
5. TCA 10-7-401
6. TCA 10-7-406
7. TCA 10-7-404
8. TCA 10-7-413
9. TCA 10-7-414
10. TCA 39-16-504
11. TCA 10-7-504(p)
12. *Policy Related to Reasonable Charges a Records Custodian May Charge for Frequent and Multiple Requests for Public Records*, Tennessee Comptroller of the Treasury, available at <https://www.comptroller.tn.gov/openrecords/forms.asp>.
13. Public Acts of 2017, Chapter No. 233
14. TCA 10-7-503(g)(4)

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Cross References

Financial Reports and Records 2.701  
Personnel Records 5.114  
Student Records 6.600

# Metropolitan Nashville Board of Education

Monitoring:

Review: Annually, in  
September

Descriptor Term:

**Education Equity**

Descriptor Code:

**1.7001**

Issued Date:

**08/23/22**

Rescinds:

Issued:

## 1 General

2 The board is committed to the success of every student and staff member. In order to create a  
3 supportive and responsive learning environment that makes every student known, we must provide  
4 students equitable access to learning opportunities, materials, and resources. In order to create  
5 educational equity, we must be able to identify, respond to, and redress inequity. This policy shall  
6 apply to all MNPS employees and others who do business with the district.

## 7 DEFINITIONS

8 "Equity" means each student receives what they need, when they need it, to develop to their full  
9 academic and social potential regardless of their race, gender, sexual orientation, disability,  
10 ethnicity, nationality, language, religion, family background, or family income.

11 "Equity Lens" is an ongoing practice of centering equity in decision making.

12 "Inequity" means unfair or biased in a manner that creates disparities in educational performance,  
13 results, and/or outcomes.

14 "Community" includes stakeholders who reside or operate in Davidson County.

## 15 RESPONSIBILITY IN PLANNING & BUDGETING

16 The board shall consider the values outlined in this policy and use an equity lens when conducting its  
17 business and exercising its responsibilities to the people of this community. The following shall guide  
18 the district in planning and budgeting:

19 1. The board is committed to providing equitable distribution of resources and opportunities.  
20 Resource allocation shall be equitable and comply with legal requirements.

21  
22 2. The district shall provide professional development to district, certificated, and support staff  
23 specifically designed to strengthen knowledge and skills for eliminating opportunity and  
24 achievement gaps.

25  
26 3. The Board, Director of Schools, and employees will work with students, families, and the  
27 community to identify and eliminate barriers to achievement and opportunities for academic  
28 success and social-emotional learning.

29

30

1 4. The Director of Schools shall establish and make publicly available plans and procedures to  
2 implement all equity goals. Plans and procedures shall include measurable goals with clear  
3 accountability for actions and oversight. Updates shall be publicly shared with the board at  
4 least annually.



# Metropolitan Nashville Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Diversity Business Enterprises</b>	Descriptor Code: <b>2.101</b>	Issued Date: <b>01/23/18</b>
		Rescinds:	Issued:

## 1 General

2 The director of schools shall design and establish procedures to promote Local Diversity Business  
3 Enterprises and expand MNPS participation in an increasingly diverse marketplace by promoting the  
4 involvement and economic growth of local diverse business enterprises through certification, community  
5 outreach, solicitation requirements, evaluation processes, and contract compliance. The procedures shall  
6 foster efficiency and fairness in the awards of contracts by eliminating barriers to participation in the  
7 award and performance of contracts with MNPS. The procedures shall comply with all applicable  
8 federal, state, and local statute and ordinances.

9 Metropolitan Nashville Public Schools (MNPS) values diversity in its vendors, suppliers, contractors,  
10 and subcontractors and shall develop and maintain processes of procurement, contracting, and bidding  
11 with the goal of attracting available business enterprises that reflect the county's diverse population and  
12 spur economic development for local small, minority owned, woman owned, and disabled veteran  
13 owned business enterprises by ensuring opportunities for such business enterprises to participate in the  
14 process.

15 The objectives of this policy include:

16

17 • Leveling the playing field on which local diverse business enterprise firms can compete fairly  
18 for contracts and/or subcontracts;

19

20 • Removing barriers to participation for local diverse business enterprise suppliers and  
21 contractors in contracts;

22

23 • Providing support for prime contractors to develop knowledge, skills, and capabilities for  
24 mentoring local diverse business enterprise subcontractors;

25

26 • Strengthening the competitive profile of local diverse business enterprise through educational  
27 business workshops and capacity building training that support participating contractors and  
28 suppliers; and

29

30 • Improving the image of MNPS, among capable and interested local diverse business enterprise  
31 as a desirable client (direct or second tier).

# Metropolitan Nashville Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term:  <b>Personnel Goals</b>	Descriptor Code: <b>5.100</b>	Issued Date: <b>-7/22/25</b>
		Rescinds: <b>5.100</b>	Issued: <b>03/22/22</b>

1 The Board's personnel goals are as follows:

- 2 1. To ensure that the Director of Schools recruits and employs the best qualified individuals to staff  
3 the school district;
- 4 2. To provide compensation, benefits, and working environments sufficient to attract and retain  
5 qualified employees;
- 6 ~~3. To set goals for educator diversity that take into consideration the diversity of the student~~  
7 ~~population;<sup>1</sup>~~
- 8 4. To provide an in-service training program grounded in equity for all employees to improve their  
9 performance; and
- 10 5. To conduct an evaluation program that will contribute to the continuous improvement of staff  
11 performance.

## Legal References

~~1. State Board of Education Policy 5.700; TCA  
49-1-302(g)~~

## Cross References

School District Goals 1.700

# Metropolitan Nashville Board of Education

Monitoring:

Review: Annually, in August

Descriptor Term:

**Charter School Authorizing Principles**

Descriptor Code:

**1.900**

Issued Date:

**07/22/25**

Rescinds:

**1.900**

Issued:

**01/10/23**

The Metropolitan Nashville Board of Education shall ensure that only high-quality charter schools are authorized to operate within the district and adhere to the State Board of Education's quality charter authorizing standards. To accomplish this, the Board shall adopt the following authorizing principles that require charter schools to maintain high standards, while upholding school autonomy and protecting student and public interests.<sup>1</sup>

## **MAINTAINING HIGH STANDARDS**

Charter schools shall be held accountable for meeting the performance standards and targets set forth in their charter agreement. The Board shall maintain high standards for the charter school(s) it oversees and close any charter school that fails to meet the standards and targets established in the charter agreement or set by state law.<sup>2</sup>

## **UPHOLDING SCHOOL AUTONOMY**

Charter school governing boards shall be independent of the Board and have the authority to make instructional programming, financial, personnel, school culture, and scheduling decisions. The Board shall assume responsibility not for the success or failure of individual schools but for holding schools accountable for their performance.

The Board shall only impose requirements on charter schools in its portfolio when there is a legal basis or compelling reason to do so.

## **PROTECTING STUDENT AND PUBLIC INTERESTS**

The Board shall ensure clarity, consistency, and public transparency in authorizing policies, practices, and decisions regarding any charter school. The Board shall hold charter school governing boards accountable for being fiscally responsible and transparent.

Charter schools are part of the public education program and shall adhere to non-selective, nondiscriminatory practices and ensure the fair treatment of all students. They shall provide appropriate services to all enrolled students in accordance with state and federal laws.<sup>3</sup> Charter school governing boards shall ensure fiscal responsibility and transparency.

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Legal References

1. [TCA 49-13-108\(f\); State Board of Education Policy 6.111; TRR/MS 0520-14-01-.01](#)
2. [TCA 49-13-111](#), [TCA 49-13-120](#), [TCA 49-13-122](#)
3. [TCA 49-13-111](#)

# Metropolitan Nashville Board of Education

Monitoring: <b>Review: Annually, in August</b>	Descriptor Term: <b>Charter School Applications</b>	Descriptor Code: <b>1.901</b>	Issued Date: <b>07/22/25</b>
		Rescinds: <b>1.901</b>	Issued: <b>0/23/24</b>

## General

This policy shall apply to sponsors and potential sponsors of charter schools. It shall not apply to charter schools converting from existing public schools. Proposals from existing charter school operators or replicators and applicants proposing to contract with educational service providers shall be in accordance with state law.<sup>1</sup>

## APPLICATION PROCESS

A prospective charter school sponsor shall send notice to the ~~Director of Schools/designee~~ chartering authority and the Tennessee Department of Education of its intent sixty (60) calendar days the year in which the proposed charter school plans to begin operation as a charter school. ~~The Director of Schools/designee~~ chartering authority shall determine whether the sponsor has selected the correct application category within ten (10) business days of receiving the letter of intent and notify the sponsor within five (5) business days of a determination that the incorrect application category has been selected.<sup>2</sup> Within five (5) business days of the notice, the sponsor shall correct and resubmit the notice.

A sponsor seeking board approval of an initial charter school application shall complete the forms developed by the State Board of Education in coordination with the Tennessee Public Charter School Commission ("the Commission"). The application shall provide all the information required by state law. The sponsor shall demonstrate that the proposed charter school meets the purpose prescribed by state law for the formation of a charter school, and the proposed charter school will be able to implement a viable program of quality education for its students.

Electronic copies of applications shall be submitted to the chartering authority and the Tennessee Department of Education on or before 11:59 p.m. Central Time on February 1<sup>st</sup> of the year preceding the year in which the proposed charter school plans to begin operation as a charter school. If the 1<sup>st</sup> of February falls on a Saturday, Sunday, or holiday or inclement weather days on which the school district offices are closed, applications will be accepted on the next business day on or before 11:59 p.m. Late applications will not be accepted, without exception. The sponsor shall pay an application fee of \$2,500.00. The ~~Director of Schools/designee~~ chartering authority shall report each application received to the Tennessee Department of Education no later than ten (10) days after receipt.<sup>2</sup>

The ~~Board~~ chartering authority shall determine whether an application is complete within ten (10) business days of receiving the application and shall notify the sponsor within five (5) business days of the determination if the application is determined to be incomplete.<sup>3</sup> If incomplete the applicant shall be notified in 5 business days. Within 5 business days of notification of deficiencies, the sponsor may correct and resubmit the application.

**REVIEW TEAM<sup>1</sup>**

If necessary, the Director of Schools/designee shall appoint a review team to assist in reviewing and evaluating charter school applications. The team shall be comprised of members of the administrative staff for the district and community members with relevant educational, organizational, financial, and legal experience. At the board meeting in December of each year, the Director of Schools/designee shall make a recommendation to the Board on which members of his/her administrative staff should be appointed to the team. The Board shall name the members of the team at its meeting in January of each year. The Board shall designate a Chair of the review team as the contact person for answering questions about the application process and receiving applications. The Director of Schools/designee shall develop an orientation for the team to ensure consistent evaluation standards and the elimination of real or perceived conflicts of interest.

The Board shall require the Director of Schools/designee to develop a procedure for receiving, reviewing, and ruling on applications for the establishment of charter schools by the review team. The procedure shall include a timeline for the application and review process. A copy of the procedure, including the review criteria, shall be available on the district's website.

The review team shall:

1. Evaluate all charter school applications based on the review criteria established by state law; and
2. Recommend one of the following options to the Board for each application: approve, reject, or reject with stipulations for reconsideration.<sup>4</sup>

**APPROVAL/DENIAL OF APPLICATION<sup>5</sup>**

The Board shall rule by resolution on the approval or denial of an initial charter school application within ninety (90) calendar days of receipt of the completed application, or the application shall be deemed approved by state law. The Director of Schools/designee shall report the action taken by the Board to the Department of Education..

***Approval***

The sponsor of a charter school that is approved by the Board shall enter into a written agreement with the Board which shall be binding on the charter school's governing body. The charter school agreement shall be in writing and signed by the sponsor and the Board.

The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state and local allocations or thirty-five thousand dollars (\$35,000), whichever is less.<sup>6</sup>

Charter schools approved by the Board are expected to implement the application as submitted and approved. Material variations in operations from the approved application require amendment pursuant to state law and the charter school agreement.<sup>7</sup>

The Board shall not provide services to charter schools that are not requested during the application process except for those services that are required under state or federal law. Services agreed to be provided to the charter school by the Board shall be provided at the Board's actual cost. The Board and charter school shall execute a service contract for any additional services.

New charter school agreements are approved for a ten (10) year period.<sup>8</sup> The Board may revoke or deny renewal of a charter school agreement for any of the reasons enumerated in state law.<sup>9</sup>

### *Denial*

If the initial charter school application is denied, the Board shall notify the sponsor in writing within ten (10) calendar days, specifying the objective reasons for the denial and the deadline by which the sponsor may submit an amended application. Upon written receipt of the grounds for denial, the sponsor shall have thirty (30) calendar days within which to submit an amended application to correct the deficiencies. The Board shall have sixty (60) calendar days either to deny or to approve the amended application, or the application shall be deemed approved by state law.<sup>5</sup>

If the amended charter school application is denied, the Board shall notify the sponsor in writing within five (5) calendar days, specifying the objective reasons for denial and the sponsor's right to an appeal. Within ten (10) calendar days of final denial, an appeal may be filed with the Tennessee Public Charter School Commission.<sup>10</sup>

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### Legal References

1. [TCA 49-13-106; State Board of Education Policy 6.111](#)
2. [TCA 49-13-107; Public Acts of 2025, Chapter No. 275; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01-.01\(1\)\(b\),\(e\)](#)
3. [TRR/MS 0520-14-01-.01\(1\)\(i\)](#)
4. [TRR/MS 0520-14-01](#)
5. [TCA 49-13-108; Public Acts of 2025, Chapter No. 275; TRR/MSS 0520-14-01](#)
6. [TCA 49-13-128](#)
7. [TCA 49-13-110\(d\)-\(e\); TRR/MSS 0520-14-01](#)
8. [TCA 49-13-110\(c\)](#)
9. [TCA 49-13-122](#)
10. [TCA 49-13-108\(b\)\(5\)](#)

# Metropolitan Nashville Board of Education

Monitoring:

Review: Annually, in August

Descriptor Term:

**Charter School Agreements**

Descriptor Code:

**1.902**

Issued Date:

**07/22/25**

Rescinds:

Issued:

## *General*

Charter agreements shall articulate the rights and responsibilities of each party regarding school autonomy, funding, administration and oversight, outcomes, measures for evaluating success or failure, performance consequences, and other material terms. These agreements shall be separate from the application and contain terms and performance standards under which the school shall operate.<sup>1</sup>

All charter agreements shall:<sup>1</sup>

1. Clearly state the rights and responsibilities of the school and the authorizer;
2. Define the material terms of the agreement as being those relevant to renewal;
3. Allow amendments subject to the approval of both parties;
4. State and respect the autonomies to which schools are entitled (e.g., programming, staffing, budgeting, and scheduling);
5. Define performance standards, criteria, and conditions for renewal, intervention, revocation, and non-renewal;
6. State the amount of the authorizer fee and when it will be collected;
7. Establish the consequences for meeting or not meeting standards as outlined by the Board;
8. State the statutory, regulatory, and procedural terms and conditions for the school's operation;
9. State reasonable pre-opening requirements or conditions for new schools to ensure that they meet all health, safety, and other legal requirements prior to opening;
10. State the responsibility and commitment of the school to adhere to essential public education obligations, including admitting and serving all eligible students so long as space is available, and not expelling or counseling out students except pursuant to a legal discipline policy approved by the Board; and
11. State the responsibilities of the school and the authorizer in the event of school closures.



## PERFORMANCE STANDARDS

Charter agreements shall include clear academic, financial, and operational/organizational performance standards. Sources for obtaining this information shall be outlined in the agreement. At a minimum, these agreements shall include the following:

1. Academic performance standards that set expectations for student achievement and growth, incorporate state and federal accountability systems, and set expectations for postsecondary readiness (for high schools);
2. Financial performance standards that enable the Board to evaluate the charter's financial stability; and
3. Operational/Organizational performance standards that define the vital components of the educational program, the financial management standards, state and federal legal requirements, and school environment expectations for which the Board shall hold the charter accountable.

The performance standards included in the charter agreement shall establish specific expectations using objective measures of student achievement. This shall be the primary measure of school quality.

## FEE-BASED SERVICES

Any fee-based services shall be outlined in a separate agreement. The provision of any such fee-based services shall not be a condition of charter approval, continuation, or renewal.<sup>2</sup>

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### Legal References

1. [TCA 49-13-110; State Board of Education Policy 6.111](#)
2. [State Board of Education Policy 6.111](#)

# Metropolitan Nashville Board of Education

Monitoring:

Review: Annually, in August

Descriptor Term:

**Charter School Oversight**

Descriptor Code:

**1.903**

Issued Date:

**07/22/25**

Rescinds:

Issued:

## **General**

The Director of Schools/designee shall oversee and annually evaluate charter schools to ensure they meet the performance standards and targets set forth in the charter school agreement.<sup>1</sup> The chartering authority shall create a comprehensive performance, accountability, and compliance monitoring system based on the charter school agreement and communicate the results to each charter school. At a minimum, the monitoring system shall address academic, financial, and operational/organizational performance standards as outlined in the charter school agreement and required by the State Board of Education.<sup>1</sup> The Board shall utilize the results when making renewal, revocation, and intervention decisions. Reports on charter school oversight shall be compiled by the MNPS Charter Schools Office and published on the district's webpage at least annually.

The Director of Schools/designee shall communicate with the charter schools in its portfolio as needed, including both the charter school leader and governing board, and provide timely notice of any material charter school agreement violations and performance deficiencies.

The Director of Schools/designee shall articulate and enforce stated consequences for failing to meet performance expectations or compliance requirements.

## **MONITORING SYSTEM**

The Director of Schools/designee shall implement a performance and compliance monitoring system per the terms of the charter agreement. This information will be provided to the Board on an ongoing basis through reports that will form the basis of renewal, revocation, and intervention decisions. To aid in this, the Director of Schools/designee shall develop a reporting calendar that outlines when information required by state law shall be provided by the charter school.

## **SITE VISITS**

A site visit to each charter school shall be conducted bi-annually. The purpose shall be to collect data and other qualitative information that cannot be obtained otherwise. The Director of Schools/designee shall develop a site visit procedure that outlines the expectations of charter schools prior to, during, and after the site visit, including review of the documents and data, classroom observations, and interviews. These visits shall minimize administrative burdens and avoid operational interference.

The chartering authority shall provide the charter school with a report that summarizes the outcome of the visit. The report shall provide an analysis of relevant data and include general recommendations, if applicable.<sup>2</sup>

## CHARTER SCHOOL REPORTING

Charter schools shall provide the information required by the charter school agreement and state law to the Board. The Director of Schools/designee shall develop a reporting calendar that defines and communicates the process, methods, and timing of gathering and reporting data to the chartering authority.<sup>2</sup>

By September 1<sup>st</sup>, the governing body of an approved charter school shall make a written report to the Board.<sup>3</sup> The annual report shall include:

1. A report on the progress of the charter school in achieving the goals outlined in the charter school agreement;
2. A financial statement disclosing the financial health of the charter school, including the costs of the administration, instruction, and other spending categories of the charter school; and
3. A detailed accounting, including the amounts and sources, of all funds received by the charter school, other than the funds received per state law.<sup>4</sup>

This reporting requirement shall begin in the year after the year in which the charter school begins operation.

Multiple charter schools overseen by a single governing board shall report their performance as separate, individual charter schools. Each charter school shall be independently accountable for its performance.

Each charter school governing body shall submit an annual audit of all accounts and records, to include internal school activity and cafeteria funds, to the Board as soon as practical after June 30<sup>th</sup>.<sup>5</sup>

## AUTHORIZER REPORTING AND REVIEW

By December 1<sup>st</sup>, the Director of Schools/designee shall report to the State Board of Education detailing the authorizer fees collected in the previous school year and the authorizing obligations fulfilled using the fee.<sup>6</sup> By January 1<sup>st</sup>, the Director of Schools/designee shall submit an annual authorizer report to the State Board of Education and make the report available on the district website.<sup>7</sup> The Director of Schools/designee shall prepare the reports and provide the information to the Board prior to submission.

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### Legal References

1. [TCA 49-13-111\(d\); State Board of Education Policy 6.111](#)
2. [TCA 49-13-120](#)
3. [TCA 49-13-120\(a\)-\(b\)](#)
4. [TCA 49-13-112\(a\), \(f\)](#)
5. [TCA 49-13-127](#)
6. [TCA 49-13-128\(f\); Public Acts of 2025, Chapter No. 275](#)

7. [TCA 49-13-120\(c\); Public Acts of 2025, Chapter No. 275](#)

# Metropolitan Nashville Board of Education

Monitoring:

**Review: Annually, in August**

Descriptor Term:

**Charter School Intervention**

Descriptor Code:

**1.904**

Issued Date:

**07/22/25**

Rescinds:

Issued:

## *General<sup>1</sup>*

The Board shall develop a clear plan for monitoring charter schools that shall be set forth in the charter agreement. If the Board identifies a deficiency in the academics, finances, or operations of the charter school, the Director of Schools/designee shall communicate the problem to the charter school. Any intervention shall be proportionate to the identified problem and adhere to the provisions of the charter agreement, and intervention strategies shall preserve the school autonomy and responsibility while clearly stating consequences for noncompliance.<sup>1</sup>

The Director of Schools/designee shall give the charter school timely notice of any charter agreement violations or performance deficiencies requiring intervention. Notices shall state the:

1. Deficiency;

2. Applicable regulatory, performance, or contractual provision(s) not achieved;

3. Expected remedy; and

4. Timeframe by which the Board expects the deficiency to be remedied or a corrective action plan to be submitted.

The Director of Schools/designee shall provide charter schools with reasonable time and opportunity to remedy the deficiency or to submit a corrective action plan.

## **PROGRESSIVE INTERVENTIONS<sup>2</sup>**

The Board shall assign a level of intervention for the charter school as defined by the charter agreement if deficiencies are identified through a notice of non-compliance. Depending on the severity of the deficiency, the Board reserves the right to revoke the charter agreement in accordance with state law.

### *Tier I – Notice of Concern*

The Board shall provide the charter school with notice of the specific concern(s) with supporting documentation as well as information on possible consequences.

Possible Deficiency: Signs of documented weak performance in academic, operational, and/or financial performance identified through routine oversight.

Possible Consequence: Letter to the school's governing board and CEO detailing areas of concern and required action steps.

### *Tier II – Notice of Deficiency*

Tier II shall be implemented if the interventions in Tier I are unsuccessful. These interventions shall consist of a letter to the governing board and CEO detailing areas of deficiency(s) and/or violations and development and implementation of a Performance Improvement Plan .

### *Tier III – Notice of Probation*

Tier III shall be implemented if the interventions in Tier II are unsuccessful,. These interventions shall consist of a letter to the governing board and CEO to serve as notification of probationary status and outlining terms of probation; MNPS Charter Schools Office creates a Corrective Action Plan with the charter school that addresses deficits and has measurable outcomes, a timeline and very specific improvement expectations.

### *Tier IV- Charter Review*

Tier IV shall be implemented if there is a failure to successfully address the terms of the probationary status by successfully completing the Corrective Action Plan. These interventions shall consist of adopting an interim Reconstitution Plan that may include the appointment of an interim governing board and/or a governing board chairperson. For schools identified on the Priority School List for which revocation is not recommended, the school shall develop and implement a comprehensive support and improvement plan (T.C.A. § 49-13-122). However, the Board of Education may make the decision to commence revocation proceedings. *Tier V- Recommendation of Revocation*

Tier V shall be implemented if there is a failure to successfully address the terms of the Reconstitution Plan. The charter review results in a recommendation to revoke the charter contract.

## **REMEDIES<sup>1</sup>**

Charter schools shall be responsible for notifying the Chartering Authority:

1. When a deficiency has been remedied;

2. If the charter school requires an extension of time to remedy a deficiency; or

3. If the charter school requests a modification to its corrective action plan.

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Legal References

1. [State Board of Education Policy 6.111](#)
2. [TCA 49-13-122](#)

# Metropolitan Nashville Board of Education

Monitoring:

**Review: Annually, in August**

Descriptor Term:

**Charter School Renewal**

Descriptor Code:

**1.905**

Issued Date:

**07/22/25**

Rescinds:

Issued:

## 1 **INTERIM REVIEW**

2 The chartering authority shall conduct an interim review of a charter school in the fifth year of a  
3 charter term in accordance with guidelines developed by the State Board of Education. As part of this  
4 process, the charter school shall submit a report on the progress of the school in achieving the goals  
5 and objectives set forth in the charter agreement.<sup>1</sup>

## 6 **CUMULATIVE PERFORMANCE REPORT**

7 Three (3) months prior to the date on which a charter school is required to submit a renewal  
8 application, the chartering authority shall submit a performance report to the charter school that  
9 summarizes the school's performance record over the charter term and states the summative findings  
10 concerning the school's performance and prospects for renewal.<sup>2</sup>

## 11 **APPLICATION AND EVALUATION**

12 No later than April 1<sup>st</sup> of the year prior to the year in which the charter school agreement expires, the  
13 governing body of a charter school shall submit a renewal application to the chartering authority.<sup>3</sup> The  
14 Director of Schools/designee shall report each renewal application received to the Tennessee  
15 Department of Education within ten (10) days of receipt.<sup>3</sup>

16 The Director of Schools/designee shall conduct a renewal evaluation capacity interview with each  
17 charter school that submits a charter school renewal application.

18 The Board will make renewal decisions by February 1<sup>st</sup> in the year the charter school agreement  
19 expires.

## 20 **RENEWAL CRITERIA<sup>4</sup>**

21 The Director of Schools/designee shall define and communicate with schools the criteria for renewal  
22 that is consistent with the charter agreement. The Board shall make its renewal decision based on the  
23 renewal application, annual authorizer reports, and renewal performance report.

24 Within ten (10) days of the Board voting by resolution on a renewal application, the Director of  
25 Schools/designee shall promptly notify a school of its renewal recommendation and decision,  
26 including the reasons for the decision and any rights to an appeal. The Director of Schools/designee  
27 shall promptly communicate renewal decisions to the school community and public as well as the  
28 Department of Education..



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Legal References

1. [TCA 49-13-121\(k\); Public Acts of 2025, Chapter No. 275](#)
2. [State Board of Education Policy 6.111](#)
3. [TCA 49-13-121\(a\); Public Acts of 2025, Chapter No. 275](#)
4. [TCA 49-13-121; State Board of Education Policy 6.111; Public Acts of 2025, Chapter No. 275](#)

# Metropolitan Nashville Board of Education

Monitoring:

Review: Annually, in August

Descriptor Term:

## Charter School Revocation

Descriptor Code:

1.906

Issued Date:

07/22/25

Rescinds:

Issued:

### General

The Board shall revoke a charter school agreement if the charter school:<sup>1</sup>

1. Failed to meet or make sufficient progress toward the performance expectations set forth in the charter school agreement;
2. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter school agreement;
3. Failed to meet generally accepted standards of fiscal management; or
4. Performed any of the acts that are conditions for non-approval of charter schools under state law.

### NOTICE

The Director of Schools/designee shall notify the charter school of the Board's intent to revoke the charter school agreement in writing at least thirty (30) days prior to the revocation.<sup>2</sup>

Within ten (10) days of the Board voting to renew, not renew, or revoke a charter school agreement, the Director of Schools/designee shall report the Board's decision to the Department of Education. The Director of Schools/designee shall also provide the charter school a copy of the Board's resolution setting forth the decision and the reasons for the decisions, and an explanation of the right to appeal.<sup>3</sup>

### REVOCATION DUE TO PRIORITY STATUS

The Board may revoke a charter school agreement if the charter school is identified as a priority school under state law. Revocation shall take effect immediately following the close of the school year in which the charter school is identified as a priority school.<sup>4</sup>

The Board shall revoke a charter school agreement if the charter school is identified as a priority school for two consecutive cycles. Revocation shall occur immediately after the close of the school year in which the charter school is identified as a priority school for the second consecutive cycle.

## PROCEDURES FOR CLOSURE

The Director of Schools/designee shall develop administrative procedures regarding charter school closures prior to the Board denying renewal or revoking a charter school agreement.<sup>5</sup> These procedures shall outline a detailed protocol that will ensure timely notification to parents, orderly transition of students and student records, and disposition of school funds, property, and assets in accordance with state law.

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### Legal References

1. [TCA 49-13-122\(b\); State Board of Education Policy 6.111](#)
2. [TCA 49-13-122\(e\)](#)
3. [State Board of Education Policy 6.111; Public Acts of 2025, Chapter No. 275](#)
4. [TCA 49-13-122\(a\)](#)
5. [TCA 49-13-130](#)

# Metropolitan Nashville Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Surplus Property Sales</b>	Descriptor Code: <b>2.403</b>	Issued Date: <b>07/22/25</b>
		Rescinds: <b>2.403</b>	Issued:

The Director of Schools shall prepare a list of unusable items for board approval.<sup>1</sup> The list shall contain the following information: name of item, date of purchase, and reason for disposal.

All unusable items shall be sold through Metro Finance using processes and procedures in accordance with state law.<sup>2,3</sup>

Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be disposed of without the necessity of bids. In order for such disposal without bids, the Director of Schools and the Board Chair shall agree in written form that the property is of no value or is of less value than five hundred dollars (\$500).<sup>4</sup>

If reasonable attempts to dispose of surplus properties fail to produce monetary return to the district, the Board shall approve other methods of disposal.<sup>5</sup>

Surplus equipment will be auctioned off by the district at the end of the school year. The Board shall approve all surplus equipment prior to the materials being disposed of at the end of the school year.

## **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS<sup>6</sup>**

When equipment that was purchased with federal dollars is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment shall be made as follows:

1. Items of equipment with a current per-unit fair market value of \$10,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency; or

2. Items of equipment with a current per unit fair market value in excess of \$10,000 may be retained or sold, and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

~~When schools or departments have items that are no longer used or that need to be scrapped, a work order is prepared and those items are picked up and taken to the surplus storage facility.~~

~~All surplus items will be sent to e-bid, a division of Metro Finance, and auctioned online. The staff in surplus property will enter online the items to sell. A copy of the form will be sent to the fixed asset accountant to track. Once the items have been sold, the proceeds are transferred to MNPS Division of Accounts. The fixed asset accountant will review the sales reports provided by e-bid and Metro Finance~~

and compare to the items submitted for sale. Items sold that have been previously tagged and had a value of \$5,000.00 will be disposed on EBS.

### **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS<sup>1</sup>**

When disposing of items purchased with Federal funds such as Title I, Special Education, CTE, private schools etc., a separate work order is required. The work order must include a description and asset tag number when available.

Equipment may be disposed of with no obligation to the federal government if all of the following criteria are met:

1. Equipment is no longer needed in the current program;
2. Equipment is not needed in other programs currently or previously funded by a federal agency. For example, equipment bought with Title I funds must be offered to another Title I school if it is still usable. If another Title I school does not need the equipment, it may be offered to schools with other federal programs such as CTE. If the equipment is still not wanted, then it can be offered to any school where it can be useful;
3. Equipment item has a current per-unit fair market value of less than \$5,000;
4. Disposal of equipment with a fair market value of less than \$5,000 requires that the proceeds must be used to support the program for which the equipment was purchased; and
5. No request for approval of equipment disposal with a value of less than \$5,000 is required.

If the equipment's fair market value is more than \$5,000, a cover letter must be submitted to the State Department of Education (TNDOE) with supporting documentation. The grant manager of the grant (i.e., IDEA, CTE, ESEA) will submit the cover letter, forms, and supporting documents to the appropriate TNDOE office for review and approval. Once the approval is provided, MNPS may proceed with the disposition process. If the items are to be sold after approval of the disposition, the proceeds must be used to support the program for which the equipment was bought. Documentation of such sale and use for the program must be maintained.

Items authorized for sale will be sold by auction or bid to the highest bidder. MNPS utilizes the E-Bid on-line auction that Nashville government also uses and all items are awarded to the highest bidder.

#### **Legal References**

1. TCA 49-6-2006(b)(3); TCA 49-6-2208
2. TCA 49-6-2007(b)
3. TCA 1-3-120; Public Acts of 2025, Chapter No. 105
4. TCA 49-6-2007(d)
5. TCA 12-2-403(a)
6. 2 CFR § 200.313(e)

#### **Cross References**

- Duties of Officers 1.201
- Inventories 2.702
- Textbook and Instructional Materials 4.400

#### **Legal References**

1. EDGAR Title 34, Part 80.32(e)(1) (2)

#### **Cross References**

- Inventories 2.702



# Metropolitan Nashville Board of Education

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term: <b>Emergency Preparedness Plan</b>	Descriptor Code: <b>3.202</b>	Issued Date:
		Rescinds: <b>3.202</b>	Issued:

## 1 *General*

2 The Director of Schools shall be responsible for developing, maintaining, and acquiring board  
3 approval of the district Emergency Preparedness Plan<sup>1</sup> which shall include procedures for bomb  
4 threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and  
5 medical emergencies.

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

## 9 **FIRE AND SAFETY DRILLS**

10 The principal shall ensure that one (1) fire drill requiring full evacuation is given every thirty (30)  
11 school days, with **no more than** two (2) fire drills occurring during the first thirty (30) full days of the  
12 school year. Additionally, he/she shall ensure that four (4) fire safety educational announcements are  
13 conducted throughout the year.<sup>2</sup>

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

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

20 The district shall work with local law enforcement and the local fire department to develop a procedure  
21 for identifying the cause of fire alarm activation. This procedure must be in place by January 1, 2025  
22 and shall be reviewed and updated annually thereafter.<sup>4</sup>

## 23 **ANNUAL DRILLS<sup>5</sup>**

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

- 26 1. An armed intruder drill in coordination with local law enforcement;  
27
- 28 2. An incident command drill; and  
29
- 30 3. An emergency safety bus drill.

**1 AED DRILLS<sup>6</sup>**

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

4 The Director of Schools shall develop the necessary administrative procedures on AED and CPR  
5 training, planning, notification, and maintenance to comply with state law.

**6 MEDICAL EMERGENCIES/PANDEMIC FLU<sup>7</sup>**

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

**11 REMOTE LEARNING DRILLS<sup>8</sup>**

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

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**Legal References**

1. [TRR/MS 0520-01-02-.30\(2\)](#); [TCA 49-6-804](#); [TCA 49-6-805\(8\)](#)
2. [TCA 68-102-137\(b\)](#); [Public Acts of 2025, Chapter No. 315](#)
3. [TCA 68-102-137\(f\)](#)
4. [TCA 49-6-807\(e\)](#)
5. [TCA 49-6-807](#)
6. [TCA 49-2-122](#); [TCA 49-6-1208](#)
7. [TCA 49-6-3004\(a\), \(e\)](#); [TCA 49-5-404](#)
8. [TCA 49-2-139](#)

**Cross References**

Emergency Closings 1.8011  
Safety 3.201  
Community Use of School Facilities 3.206



# Metropolitan Nashville Board of Education

Monitoring:

Review: Annually, in  
October

Descriptor Term:

**Threat Assessment Team**

Descriptor Code:

**3.204**

Issued Date:

**07/22/25**

Rescinds:

**3.204**

Issued:

**07/25/23**

## 1 *General*<sup>1</sup>

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

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

## 8 **TEAM MEETINGS**

9 All threat assessment team meetings shall be closed to the public.<sup>2</sup>

## 10 **RECORDKEEPING**<sup>3</sup>

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

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

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

## 17 **REPORTING**<sup>4</sup>

18 The Director of Schools shall develop a process for providing parent(s)/guardian(s) information on  
19 credible threats of violence or significantly disruptive behavior directed toward or occurring on the  
20 grounds of the school their student attends. Such reports shall include incidents that are reported to a  
21 state or local law enforcement agency. These reports must be made within forty-eight (48) hours of the  
22 district's report to law enforcement.

23 At least once per quarter, the Director of Schools shall provide the Board with a report listing the total  
24 number of incidents reported to state and local law enforcement agency requiring notice to  
25 parent(s)/guardian(s) for the respective quarter as well as total for the year to date.

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**Legal References**

1. [TCA 49-6-2701](#)
2. [TCA 49-6-2701\(f\)](#)
3. [TCA 49-6-2702](#)
4. [Public Acts of 2025, Chapter No. 215](#)

**Cross References**

School District Records 1.407  
Safety 3.201  
Security 3.205  
Student Records 6.600

## Metropolitan Nashville Board of Education

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term: <b>Community Use of School Facilities</b>	Descriptor Code: <b>3.206</b>	Issued Date: <b>07/22/25</b>
		Rescinds: <b>3.206</b>	Issued: <b>05/08/18</b>

When not in use for school purposes, school buildings and grounds or portions thereof may be used for public, governmental, charitable, civic, recreational, cultural, and other purposes as approved by the Board.<sup>1,2</sup>

- Student clubs and activities, parent-teacher associations, and other organizations affiliated with the school shall be permitted use of school facilities without charge;
- School facilities may not be used for private profit, except that unused facilities may be leased for private day-care centers which provide educational and childcare services to the community;<sup>3</sup>
- Community users must complete a reservation form, as well as meet requirements for insurance including liability and indemnification. These requirements shall be fulfilled through the district's facility use procedures.
- All activities must be under adult supervision and approved by the building principal. If deemed necessary, the principal may assign a school employee to be present. The group using the facilities will be responsible for any damage to the building or equipment;
- Groups receiving permission for building use are restricted to the dates and hours approved and to the building area and facilities indicated unless requested changes are approved by the principal;
- Groups receiving permission for building use are responsible for the observance of all fire and safety regulations at all times;
- The use of alcoholic beverages, drugs or tobacco, profane language, or gambling in any form is not permitted in school buildings;
- During emergencies or disasters, the board will cooperate with recognized agencies such as the Red Cross, National Guard, and Civil Defense to make suitable facilities available without charge;
- When school kitchens are used, at least one member of the cafeteria staff must be present to supervise the use of equipment;
- The board will approve and periodically review a fee schedule for the use of school facilities by community or civic organizations and other non-profit groups; and

- 1 The director of schools shall develop a fee schedule, procedures, and forms to effectively
- 2 implement this policy.

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#### Legal References

1. TCA 49-50-201
2. TCA 49-2-203(b)(4); TCA 49-2-405
3. TCA 49-2-203(b)(4)(B)

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#### Cross References

Tobacco-Free Schools 1.803  
Care of School Property 6.311

# Metropolitan Nashville Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Instructional Program</b>	Descriptor Code: <b>4.100</b>	Issued Date: <b>07/22/25</b>
		Rescinds: <b>4.100</b>	Issued: <b>08/14/18</b>

## *General*

The Board shall not discriminate on the basis of race, color, religion, sex, national origin, or disability in its instructional program or activities.<sup>1</sup> Discrimination shall include antisemitism, defined as a certain perception of Jews, which may be expressed as hatred toward Jews including, but not limited to, rhetorical and physical manifestations of antisemitism directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.<sup>2</sup>

## **GOALS**

The Board approves the following instructional goals for students:

1. To develop the skills necessary to function as a self-directed person;
2. To know the principles involved in making moral and ethical choices;
3. To develop the basic skills of reading, writing, mathematics, spelling, speaking, and problem solving;
4. To develop a positive attitude toward the lifelong endeavor of learning;
5. To learn to identify personal talents and interests, make appropriate career choices, and develop career skills;
6. To acquire knowledge and to develop skills in the management of personal and public resources necessary for meeting obligations to self, family, and society;
7. To learn to act in a responsible manner;
8. To learn of the rights and responsibilities of citizens of the community, state, nation, and world; and
9. To learn to understand, respect, and interact with people of different cultures, generations, and races.

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Legal References

1. [42 USCA § 2000d \*et seq.\*](#)
2. [Public Acts of 2025, Chapter No. 293](#)

## Cross References

School District Goals 1.700  
Student Goals 6.100  
Student Concerns 6.305

# Metropolitan Nashville Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Discrimination / Harassment</b>	Descriptor Code: <b>5.500</b>	Issued Date: <b>07/22/25</b>
		Rescinds: <b>5.500</b>	Issued: <b>05/08/16</b>

Employees shall be provided a work environment free from harassment based upon age, religion, marital status, creed, disability, color, race, national origin, sexual orientation, gender identity, gender expression or appearance, or sex, including sexual harassment.

It shall be a violation of this policy: (1) for any student or employee of this school system to harass an employee, or (2) for any employee of this school system to harass a student or a non-employee third party (e.g., contractor, visitor, applicant), through conduct or communication in any form as defined in this policy. Employees found in violation of this policy shall either receive corrective action or be promptly and appropriately disciplined. Disciplinary action may be taken up to and including dismissal.

Employee discrimination/harassment will not be tolerated. Discrimination/harassment is defined as conduct, advances, gestures or words either written or spoken (including the definition of antisemitism found in policy 4.100)<sup>1</sup> that:

1. Unreasonably interferes with the individual's work or performance;
2. Creates an intimidating, hostile or offensive work environment;
3. Implies that submission to such conduct is made an explicit or implicit term of employment; or
4. Implies that submission to or rejection of such conduct will be used as a basis for an employment decision affecting the harassed employee.

## REPORTING INCIDENTS

Alleged victims of discrimination/harassment shall report these incidents immediately.<sup>2</sup> This report should be made to the immediate supervisor, except when the immediate supervisor is the offending party. If the immediate supervisor is the offending party, or if the employee is not comfortable reporting the incident to the immediate supervisor, the report may be made to the Executive Director of Employee Relations, the Civil Rights Coordinator, or any other supervisor. Allegations of discrimination or harassment shall be fully investigated as set forth in established procedures. All complaints submitted will be forwarded to the Executive Director of Employee Relations in accordance with established procedures. An oral complaint may be submitted; however, such complaint must be reduced to writing to ensure a more complete investigation. The complaint should include the following information:

1. Information related to the complaint;
2. The nature of the allegation or complaint;
3. The individual against whom the complaint has been filed; and
4. Any information provided regarding times, dates and locations of the alleged harassment or discrimination.

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## **CONFIDENTIALITY**

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

## **SUBSTANTIATED CHARGE**

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

## **RETALIATION PROHIBITED**

There will be no retaliation against any person who reports discrimination/harassment or participates in an investigation. However, any employee who refuses to cooperate or gives false information during the course of any investigation may be subject to disciplinary action. The willful filing of a false report will itself be considered harassment and will be treated as such.

## **APPEAL**

An employee disciplined for violation of this policy may appeal the decision by contacting the Federal Rights Coordinator or the Chief Human Resources Officer or designee.



1. 29 CFR §1604.11; TCA 5-23-104; Public Acts of 2025, Chapter No. 293
2. 20 USCS § 1681

Appeals To & Appearances Before the Board 1.404  
Equal Opportunity Employment 5.104  
Complaints and Grievances 5.501

# Metropolitan Nashville Board of Education

Monitoring:

Review: Annually, in March

Descriptor Term:

## Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation

Descriptor Code:

6.304

Issued Date:

07/22/25

Rescinds:

Issued:

07/14/20

In order to maintain a safe, civil, and supportive environment in school for students to learn and achieve high academic standards, acts of bullying, cyber-bullying, discrimination (including the definition of antisemitism found in policy 4.100), harassment, intimidation, hazing, or any other victimization of students, based on any actual or perceived traits or characteristics, are prohibited.<sup>1</sup>

This policy shall be disseminated annually to all school staff, students, and parent(s)/guardian(s).<sup>2</sup> This policy shall cover employees, employees' behaviors, students, and students' behaviors while on school property, at any school-sponsored activity, on school-provided equipment or transportation, or at any official school bus stop. If the act takes place off of school property or outside of a school-sponsored activity, this policy is in effect if the conduct is directed specifically at a student and has the effect of creating a hostile educational environment or otherwise creating a substantial disruption to the education environment or learning process.

The principal/designee is responsible for educating and training respective staff and students as to the definition and recognition of discrimination/harassment.<sup>3</sup>

The Director of Schools shall develop forms and procedures to ensure compliance with the requirements of this policy and state law.

### DEFINITIONS<sup>4</sup>

“Bullying/Intimidation/Harassment” is an act that substantially interferes with a student’s educational benefits, opportunities, or performance, and the act has the effect of:

1. Physically harming a student or damaging a student’s property;
2. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student’s property;
3. Causing emotional distress to a student; or
4. Creating a hostile educational environment.

Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected class (race, nationality, origin, color, sex, age, disability, religion) that is severe, pervasive, or persistent and creates a hostile environment. **If the bullying, intimidation, or harassment is based on sex the procedures set forth in policy 6.3041 should be followed and the Title IX coordinator notified within 24 hours.**

“Cyber-bullying” is a form of bullying undertaken through the use of electronic devices. Electronic devices include, but are not limited to, telephones, cellular phones or other wireless telecommunication devices, text messaging, emails, social networking sites, instant messaging, videos, web sites, or fake profiles.

“Hazing” is an intentional or reckless act by a student or group of students that is directed against any other student(s) that endangers the mental or physical health or safety of the student(s) or that induces or coerces a student to endanger his/her mental or physical health or safety. Coaches and other employees of the school district shall not encourage, permit, condone, or tolerate hazing activities.

Hazing does not include customary athletic events or similar contests or competitions and is limited to those actions taken and situations created in connection with initiation into or affiliation with any organization.<sup>5</sup>

## COMPLAINTS AND INVESTIGATIONS

Any individual who has knowledge of behaviors that may constitute a violation of this policy shall promptly report such information to the principal/designee.<sup>6</sup>

While reports may be made anonymously, an individual's need for confidentiality shall be balanced with obligations to cooperate with police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough investigation, or to take necessary actions to resolve a complaint. The identity of parties and witnesses may be disclosed in appropriate circumstances to individuals with a need to know.

The principal/designee at each school shall be responsible for investigating and resolving complaints. Once a report is received, the principal/designee shall initiate an investigation within forty-eight (48) hours of receipt of the report. If an investigation is not initiated within forty-eight (48) hours, the principal/designee shall provide the Director of Schools with appropriate documentation detailing the reasons why the investigation was not initiated within the required timeframe.<sup>7</sup> The principal/designee shall immediately notify the parent(s)/guardian(s) when a student is involved in an act of discrimination, harassment, intimidation, bullying, or cyber-bullying. The principal/designee shall provide information on district counseling and support services. Students involved in an act of discrimination, harassment, intimidation, bullying, or cyber-bullying shall be referred to the appropriate school counselor by the principal/designee when deemed necessary.<sup>8</sup>

The principal/designee is responsible for determining whether an alleged act constitutes a violation of this policy, and such act shall be held to violate this policy when it meets one of the following conditions:

1. It places the student in reasonable fear or harm for the student's person or property;
2. It has a substantially detrimental effect on the student's physical or mental health;
3. It has the effect of substantially interfering with the student's academic performance; or
4. It has the effect of substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

Upon the determination of a violation, the principal/designee shall conduct a prompt, thorough, and complete investigation of each alleged incident. All investigations shall be completed and appropriate intervention taken within twenty (20) calendar days from the receipt of the initial report.<sup>7</sup> If the investigation is not complete or intervention has not taken place within twenty (20) calendar days, the principal/designee shall provide the Director of Schools with appropriate documentation detailing the reasons why the investigation has not been completed or the appropriate intervention has not taken place.<sup>7</sup> Within the parameters of the federal Family Educational Rights and Privacy Act,<sup>9</sup> a written report on the investigation will be delivered to all involved parties and the Director of Schools.

## **RESPONSE AND PREVENTION<sup>10</sup>**

The principal/designee shall consider the nature and circumstances of the incident, the age of the individual, the degree of harm, previous incidences or patterns of behavior, or any other factors, as appropriate, to properly respond to each situation.

A substantiated charge against an employee shall result in disciplinary action up to and including termination. The employee may appeal this decision using the district's appeal procedures by contacting the Executive Director of Civil Rights.

A substantiated charge against a student may result in corrective or disciplinary action up to and including suspension. The student may appeal this decision in accordance with disciplinary policies and procedures.

## **REPORTS**

When a complaint is filed alleging a violation of this policy where there is physical harm or the threat of physical harm to a student or a student's property, the principal/designee of each middle school, junior high school, or high school shall report the findings and any disciplinary actions taken to the Director of Schools and the Chair of the Board.<sup>11</sup>

By July 1st of each year, the Director of Schools/designee shall prepare a report of all of the bullying cases brought to the attention of school officials during the prior academic year. The report shall also indicate how the cases were resolved and/or the reasons they are still pending. This report shall be presented to the Board at its regular July meeting, and it shall be submitted to the State Department of Education by August 1st.<sup>12</sup>

## **RETALIATION AND FALSE ACCUSATIONS**

Retaliation against any person who reports or assists in any investigation of an act alleged in this policy is prohibited. The consequences and appropriate remedial action for a person who engages in retaliation shall be determined by the principal/designee after consideration of the nature, severity, and circumstances of the act.<sup>13</sup>

False accusations accusing another person of having committed an act prohibited under this policy are prohibited. The consequences and appropriate remedial action for a person found to have falsely accused another may range from positive behavioral interventions up to and including expulsion.<sup>14</sup>

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#### Legal References

1. [TCA 49-6-4503\(a\), \(b\)\(3\); 20 USCA §§ 1681 to 1686; Public Acts of 2025, Chapter No. 293](#)
2. [TCA 49-6-4503\(b\)\(11\)](#)
3. [TCA 49-6-4503\(b\)\(12\)](#)
4. [TCA 49-6-4503\(b\)\(2\), \(13\)](#)
5. [TCA 49-2-120](#)
6. [TCA 49-6-4503\(b\)\(5\)](#)
7. [TCA 49-6-4503\(b\)\(6\)](#)
8. [TCA 49-6-4503\(b\)\(14\)](#)
9. [20 USCA § 1232g](#)
10. [TCA 49-6-4503\(b\)\(4\), \(7\)-\(8\)](#)
11. [TCA 49-6-4503\(d\)\(3\)](#)
12. [TCA 49-6-4503\(c\)\(2\)\(B\)](#)
13. [TCA 49-6-4503\(b\)\(9\)](#)
14. [TCA 49-6-4503\(b\)\(10\)](#)

#### Cross References

Section 504 and ADA Grievance Procedures 1.802  
Staff-Student Relations 5.610  
Student Goals 6.100  
Title IX & Sexual Harassment 6.3041  
Code of Conduct 6.300  
Student Concerns 6.305  
Reporting Child Abuse 6.409  
Emergency Contact Information 6.410  
Student Suicide Prevention 6.415

# Metropolitan Nashville Board of Education

Monitoring:

Review: Annually, in  
November

Descriptor Term:

## Virtual Education Program

Descriptor Code:

4.2092

Issued Date:

07/22/25

Rescinds:

4.2092

Issued:

08/23/22

### 1 General

2 A virtual education program is a course or series of courses offered by the school district to provide  
3 students a broader range of educational opportunities through the use of technology. Utilizing this  
4 program is temporary and shall not replace a student's regular instructional program.<sup>1</sup>

5 Class size ratios for the virtual education program shall comply with the requirements as outlined in  
6 state law.<sup>2</sup>

7 Virtual education programs<sup>3</sup> shall be made available to students for the following purposes:

- 8 1. Academic remediation, enrichment, or providing students access to a wider range of courses;  
9
- 10 2. Continuity of educational service for students who are homebound;<sup>4</sup>  
11
- 12 3. Continuity of educational service for students who are quarantining;<sup>5</sup>  
13
- 14 4. Continuity of educational service for students enrolled in an alternative school;<sup>6</sup>  
15
- 16 5. Continuity of educational service when the district utilizes remote instruction due to dangerous  
17 or extreme weather conditions, a serious outbreak of illness affecting or endangering students  
18 or staff, or during the administration of end of course examinations or other examinations as  
19 allowed per state law; or<sup>7</sup>  
20
- 21 6. Continuity of educational service when the district utilizes hybrid instruction due to dangerous  
22 or extreme weather conditions, or an emergency, as determined by the Director of Schools.<sup>8</sup>

### 23 ELIGIBILITY AND PARTICIPATION REQUIREMENTS

24 Students shall be eligible to utilize a virtual education program if participating in one of the above  
25 educational opportunities. The following factors shall also be taken into consideration when  
26 determining eligibility:

- 27 1. Attendance;  
28
- 29 2. Grades;  
30

3. Technology survey.

### **ATTENDANCE**

Student attendance in the virtual education program shall adhere to the general requirements of board policy 6.200 and any relevant administrative procedures.

Methods of confirming student attendance shall include two or more of the following:

1. Students participating in a phone call with a teacher, with parent/guardian support as appropriate for the age of the student;
2. Students participating in synchronous virtual instruction;
3. Students completing work in a learning management system;
4. Students submitting work via hard-copy or virtual formats; or

### **REMOVAL FROM VIRTUAL EDUCATION PROGRAM**

A student may be removed from the virtual education program or denied future enrollment in a virtual education program based on disciplinary issues, attendance issues, or poor academic performance.

Before a student is removed based on poor academic performance, the following interventions shall occur:

1. Notification of parent/guardian;
2. One-on-one assessment conducted by the principal/designee regarding any learning needs and academic performance.

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Legal References

1. [TRR/MS 0520-01-03-.05\(2\)](#)
2. [TCA 49-1-104\(h\)](#); [State Board of Education Policy 3.206](#)
3. [TCA 49-16-101](#); [TRR/MS 0520-01-03-.05\(2\)\(a\)](#)
4. [TRR/MS 0520-01-02-.10](#); [TRR/MS 0520-01-09-.07](#)
5. [TRR/MS 0520-01-13-.01\(1\)\(c\)](#)
6. [TRR/MS 0520-01-02-.09](#); [TCA 49-6-3402\(i\)](#)
7. [TCA 49-6-3004\(i\)](#)
8. [Public Acts of 2025, Chapter No. 484](#)

## Cross References

Emergency Closings 1.8011  
Homebound Instruction 4.206  
Credit Recovery 4.210  
Alternative Education 6.319



# Metropolitan Nashville Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Interscholastic Athletics</b>	Descriptor Code: <b>4.301</b>	Issued Date: <b>07/22/25</b>
		Rescinds: <b>4.301</b>	Issued: <b>07/23/24</b>

## *General*

No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person, or otherwise be discriminated against in any athletic program of the school. Equal athletic opportunities shall be provided for members of both sexes.<sup>1</sup> Student athletes shall only be allowed to participate in athletic activities or events that align with the student's sex indicated on his/her original birth certificate.<sup>2</sup> The Director of Schools/designee shall require the parent/guardian to provide any necessary documents prior to participation in any interscholastic athletics.

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

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

## **INSURANCE & PHYSICAL EXAMINATIONS**

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

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

## **SCHEDULING CONFLICTS**

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

Students shall not be required to attend a school athletic event, or event related to participation on a school athletic team, if the event is on an official school holiday, observed day of worship, or religious

1 holiday. The student's parent/guardian shall notify the coach in writing three (3) full school days prior  
2 to the event.<sup>8</sup>

### 3 **SEVERE WEATHER<sup>4</sup>**

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

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

### 11 **PROHIBITION AGAINST HAZING**

12 Coaches, employees, and volunteers of the school district shall not encourage, permit, condone, or  
13 tolerate hazing activities.<sup>9</sup>

### 14 **HOME SCHOOL STUDENT PARTICIPATION<sup>10</sup>**

15 Home school students shall be permitted to participate in accordance with TSSAA or TMSAA  
16 guidelines. If a school is not a member with these organizations, home school students that are zoned  
17 for the school shall be permitted to participate in interscholastic athletics to the same extent as other  
18 students.

### 19 **VIRTUAL SCHOOL STUDENT PARTICIPATION<sup>11</sup>**

20 Virtual school students shall be permitted to participate in accordance with TSSAA or TMSAA  
21 guidelines. If a school is not a member with these organizations, virtual school students that are zoned  
22 for the school shall be permitted to participate in interscholastic athletics to the same extent as other  
23 students.

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Legal References

1. [34 CFR § 106.41](#); [20 USCA § 1681 \*et seq.\*](#)
2. [TCA 49-6-310\(a\)](#)
3. [TRR/MS 0520-01-02-.08\(1\)](#)
4. [TCA 49-6-3601](#)
5. [TCA 29-20-403](#)
6. [20 USCA § 1232h\(c\)](#); [TRR/MS 0520-01-13-.01\(1\)\(a\)](#)
7. [TCA 49-6-1002\(a\)](#)
8. [TCA 49-6-1002\(c\)](#)
9. [TCA 49-2-120](#)
10. [TCA 49-6-3050\(c\)\(1\)\(B\)](#)
11. [Public Acts of 2025, Chapter No. 173](#)

## Cross References

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

# Metropolitan Nashville Board of Education

Monitoring:  <b>Review: Annually, in November</b>	Descriptor Term:  <b>Reconsideration of Instructional Materials, Textbooks, and Library Materials</b>	Descriptor Code: <b>4.403</b>	Issued Date: <b>07/22/25</b>
		Rescinds: <b>4.403</b>	Issued: <b>07/23/24</b>

The board supports principles of intellectual freedom inherent in the First Amendment of the Constitution of the United States and expressed in the Library Bill of Rights of the American Library Association.

Because opinions differ, there may be questions concerning some instructional and library materials despite the quality of the selection process. If a complaint is made, the following procedure is to be followed:<sup>1</sup>

1. Inform the complainant of the selection procedures and make no commitments.
2. Request the complainant to submit a formal Request for Reconsideration of Instructional Materials.
3. Inform the principal (and other appropriate personnel).
4. Keep challenged materials available for use during the reconsideration process.
5. Upon receipt of the completed form, the principal requests review of the challenged materials by an ad hoc materials review committee within fifteen (15) working days, and notifies the appropriate supervisor and the director of schools that such review is being done. The review committee is appointed by the principal, and includes certified library media personnel, representatives from classroom teachers, one or more parents, and may include one or more students.
6. The review committee shall take the following steps after receiving the challenged materials:
  - a. Read, view, or listen to the material in its entirety;
  - b. Check general acceptance of the material by reading recognized and evaluative reviews;
  - c. Determine the extent to which the material supports the curriculum;
  - d. Complete the appropriate Checklist for Reconsideration of Instructional Materials, judging the material for its strength and value; and
  - e. Present recommendation to principal for further action and to the director of schools for purposes of information.
7. If the complainant desires further action after receiving the recommendation of the committee and the decision of the principal, an appeal may be made to the board.

## 39 Library Materials

40 Library materials shall be reviewed to ensure the content aligns with state law.<sup>2</sup> The library collection  
41 shall adhere to the following criteria:

- 42 1. Materials shall be suitable for and consistent with the educational mission of the school;
- 43
- 44 2. Materials shall be appropriate for the age and maturity levels of the students who may access  
45 them. The determining factor will be based on an assessment of any mature themes or content  
46 (i.e., violence, sexual content, vulgar language, substance abuse);
- 47
- 48 3. Materials shall contain literary, historical, and/or artistic value and merit; and
- 49
- 50 4. The collection as a whole shall offer a variety of viewpoints; and
- 51 5. Materials shall not be removed on the sole grounds that the item is religious.

52 Complaints regarding Library materials shall follow the same process and utilize the same forms as  
53 other instructional materials and textbooks.

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### 59 Legal References

- 60 1. *Board of Education, Island Trees Union Free*  
61 *School District No. 26 v. Pico*, 457 U.S. 853,  
62 102 S. Ct. 2799 (1982)
- 63 2. TCA 49-6-3803(a),(b); Public Acts of 2025, Chapter No. 270
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- 65

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# Metropolitan Nashville Board of Education

Monitoring:  <b>Review: Annually, in September</b>	Descriptor Term:  <b>Use of the Internet</b>	Descriptor Code:  <b>4.406</b>	Issued Date:  <b>07/23/24</b>
		Rescinds:  <b>4.406</b>	Issued:  <b>08/23/22</b>

The use of technology resources by students, staff members, or visitors to MNPS is a privilege and is subject to all applicable state and federal laws and policies of the district. Students are responsible for their ethical and educational use of the computer online services in the district.

## Employees

Before any employee is allowed use of the district's Internet or intranet access, the employee shall sign a written agreement, developed by the director/designee that sets out the terms and conditions of such use. Any employee who accesses the district's computer system for any purpose agrees to be bound by the terms of that agreement, even if no signed written agreement is on file.

The director of schools shall develop and implement procedures for appropriate Internet use which shall address the following:

1. Development of the Network and Internet Use Agreement.
2. General rules and ethics of Internet access.
3. Guidelines regarding appropriate instruction and oversight of student Internet use.
4. Prohibited and illegal activities, including but not limited to the following:<sup>1</sup>
  - Sending or displaying offensive messages or pictures;
  - Using obscene language;
  - Harassing, insulting, defaming, or attacking others;
  - Damaging computers, computer systems or computer networks;
  - Hacking or attempting unauthorized access to any computer;
  - Violation of copyright laws;
  - Trespassing in another's folders, work, or files;
  - Intentional misuse of resources;
  - Using another's password or other identifier (impersonation);
  - Use of the network for commercial purposes; and
  - Buying or selling on the Internet.

## Students

The director of schools shall develop and implement procedures for appropriate Internet use by students. Procedures shall address the following:

1. General rules and ethics of Internet use.
2. Prohibited or illegal activities, including, but not limited to:<sup>1</sup>
  - Sending or displaying offensive messages or pictures;

Version Date: July 30, 2024

- Using obscene language;
- Harassing, insulting, defaming, or attacking others;
- Damaging computers, computer systems or computer networks;
- Hacking or attempting unauthorized access;
- Violation of copyright laws;
- Trespassing in another's folders, work, or files;
- Intentional misuse of resources;
- Using another's password or other identifier (impersonation);
- Use of the network for commercial purposes; and
- Buying or selling on the Internet.

## INTERNET SAFETY MEASURES<sup>2</sup>

Internet safety measures shall be implemented that effectively address the following:

- Controlling access by students to inappropriate matter on the Internet and World Wide Web;
- Safety and security of students when they are using electronic mail, chat rooms, and other forms of direct electronic communications;
- Preventing unauthorized access, including "hacking" and other unlawful activities by students on-line;
- Unauthorized disclosure, use and dissemination of personal information regarding students; and
- Restricting students' access to materials harmful to them.

The director of schools/designee shall establish a process to ensure the district's education technology is not used for purposes prohibited by law or for accessing sexually explicit materials. The process shall include, but not be limited to:

- Utilizing technology that blocks or filters Internet access (for both students and adults) to material that is obscene, child pornography or harmful to students;<sup>3,4</sup>
- Maintaining and securing a usage log; and
- Monitoring on-line activities of students.<sup>2</sup>

The board shall provide reasonable public notice of, and at least one (1) public hearing or meeting to address and communicate, its Internet safety measures.<sup>2</sup>

Students shall be granted access to district technology and internet resources to support academic instruction and learning, subject to acceptable use guidelines established by the district. Parents and guardians will be notified annually of the district's acceptable use policy and have the opportunity to opt their student out of access to electronic media involving district technological resources. If no written opt-out request is submitted, consent shall be presumed, and access will be provided. If a parent/guardian wishes to withdraw access at any time, they may do so by submitted a form to the school or through the parent permissions portal.

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**72 E-MAIL**

73 Users with network access shall not utilize district resources to establish electronic mail accounts through  
74 third-party providers or any other nonstandard electronic mail system. All data including e-mail  
75 communications stored or transmitted on school system computers shall be monitored.  
76 Employees/students have no expectation of privacy with regard to such data. E-mail correspondence  
77 may be a public record under the public records law and may be subject to public inspection.<sup>5</sup>

**78 INTERNET SAFETY INSTRUCTION<sup>6</sup>**

79 Students will be given appropriate instruction in internet safety as a part of any instruction utilizing  
80 computer resources. The director shall provide adequate in-service instruction on internet safety. Parents  
81 and students will be provided with material to raise awareness of the dangers posed by the internet and  
82 ways in which the internet may be used safely.

**83 SOCIAL NETWORKING**

- 84 1. Students are prohibited from accessing social media platforms using district internet except when  
85 expressly authorized by a teacher for educational purposes.<sup>7</sup>
- 86 2. District staff who have a presence on social networking websites are prohibited from posting  
87 data, documents, photographs, or inappropriate information that is likely to create a material and  
88 substantial disruption of classroom activity.
- 89 3. District staff are prohibited from accessing personal social networking sites on school computers  
90 or during school hours except for legitimate instructional purposes.
- 91 4. The board discourages district staff from socializing with students on social networking websites.  
92 The same relationship, exchange, interaction, information, or behavior that would be  
93 unacceptable in a non-technological medium is unacceptable when done through the use of  
94 technology.

**95 ARTIFICIAL INTELLIGENCE AND GENERATIVE ARTIFICIAL INTELLIGENCE<sup>8</sup>**

96 All Artificial Intelligence (AI) and Generative Artificial Intelligence (GAI) tools and applications used  
97 within MNPS must align with district guiding principles. Employees and students must use AI  
98 responsibly, with appropriate training and awareness of the implications. Misuse of AI, including  
99 generating false information or unauthorized surveillance, is prohibited.

**100 VIOLATIONS**

101 Violations of this policy or a procedure promulgated under its authority shall be handled in accordance  
102 with the existing disciplinary procedures of this District.

**103 VENDOR CONTRACTS<sup>9</sup>**

104 Prior to entering into any contract for the provision of AI, GAI, digital or online materials created or  
105 marketed for Pre-kindergarten through grade twelve (PK-12), the district shall obtain an assurance that



106 the vendor shall adhere to state law. This determination includes ensuring that the vendor filters,  
107 blocks, or otherwise prevents access to pornography or obscenity and verifying that the technology  
108 prevents a user from sending, receiving, viewing, or downloading materials that are harmful to minors.

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**Legal References**

1. [TCA 39-14-602](#)
2. [47 USCA § 254 \(h\)\(5\)\(A\) – \(C\)](#), [254\(l\)](#); [47 CFR § 54.520\(c\)\(1\)\(i\)](#); [20 USCA § 7131](#)
3. [TCA 49-1-221\(a\)\(1\)\(C\)\(i\)](#)
4. [TCA 39-17-901](#); [TCA 49-1-221\(a\)\(1\)\(C\)\(ii\)](#)
5. [TCA 10-7-512](#)
6. [TCA 49-1-221\(a\)\(1\)\(E\)](#)
7. Public Acts of 2025, Chapter No. 195
8. [Public Acts of 2024, Chapter No. 550](#)
9. [TCA 49-1-221\(c\)](#)

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**Cross References**

Use of Email 1.805  
School and System Websites 4.407  
Controversial Materials 4.801  
Student Publications 6.704  
Use of Artificial Intelligence Programs 4.214

# Metropolitan Nashville Board of Education

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term: <b>Reporting Student Progress</b>	Descriptor Code: <b>4.601</b>	Issued Date: <b>07/22/25</b>
		Rescinds: <b>4.601</b>	Issued: <b>08/14/18</b>

## 1 REPORT CARDS

2 Student progress reports shall be provided at least once every four and a half (4.5) weeks during the  
3 school year. The reporting procedure shall be in writing and shall be uniform for all reporting periods  
4 during the school year. Each report shall be signed by the parents and returned promptly to the school.  
5 The Director of Schools shall develop a reporting procedure that includes how parents can access this  
6 information online.<sup>1</sup>

7 Student progress reports shall include the students' conduct and include information on attendance,  
8 academic progress, and other information necessary to communicate with the parents. For students in  
9 grades kindergarten through eight (K-8), on or along with the progress report, the student's scores on the  
10 most recently administered universal reading screener (including dyslexia screeners, if applicable) shall  
11 also be included.<sup>2</sup>

12 In addition to the regular progress reports, principals and teachers are encouraged to confer with parents  
13 on the educational progress of their children. Teachers shall consult with parents of students who are  
14 working at an unsatisfactory level or whose performance shows a sudden deterioration. Parents shall be  
15 notified by the teacher as early in the school year as possible if the retention of a student is being  
16 considered.

## 17 PARENT CONFERENCES

18 At least two (2) times during the school year, conferences shall be scheduled in which  
19 parent(s)/guardian(s) and teachers may discuss any pertinent problems or other matters of concern  
20 regarding the development and education of each student. These scheduled conferences shall not use any  
21 portion of the one hundred eighty (180) days of classroom instruction.<sup>3</sup> The Director of Schools shall be  
22 responsible for scheduling and coordinating system wide conferences.

23 Conferences shall be physically accessible to all students and parents/guardians.<sup>4</sup>

## REPORTS OF WITHDRAWALS

The director of schools/attendance director shall be responsible for complying with state laws and regulations related to the reporting of withdrawals of students, and the director of schools is authorized to develop procedures to ensure compliance.<sup>5</sup>

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**Legal References**

1. [TRR/MS 0520-01-03-.03\(5\); TCA 49-6-901](#)
2. [Public Acts of 2025, Chapter No. 330](#)
3. [TCA 49-6-7002](#)
4. [28 CFR § 36.201](#)
5. TCA 49-6-3017

**Cross References**

School Calendar 1.800  
Section 504 & ADA Grievance Procedures 1.802  
Grading System 4.600  
Promotion and Retention 4.603  
In-Service and Professional Learning Opportunities 5.113  
Staff Time Schedules 5.602  
Attendance 6.200  
Withdrawals 6.207

# Metropolitan Nashville Board of Education

Monitoring:

Review: Annually, in  
January

Descriptor Term:

## Employment of Retirees

Descriptor Code:

5.204

Issued Date:

07/22/25

Rescinds:

5.204

Issued:

08/23/22

### General<sup>1</sup>

The Director of Schools may hire a retired individual if certain conditions are met as provided for in state law. Prior to commencement of reemployment, the Director of Schools shall provide the required employment information to the Tennessee Consolidated Retirement System (TCRS). In order to be eligible for employment after retirement, a TCRS member must comply with the following:

1. The retired member must have a bona fide separation of service which includes a separation of at least sixty (60) calendar days and no previous agreement to return to work after retirement; and
2. The retired member may not accrue additional retirement benefits as a result of the member's reemployment and may not draw disability retirement benefits.

### EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS<sup>2</sup>

Retired members under TCRS may be employed for up to one hundred twenty (120) days per year without loss of retirement benefits. Retired members may substitute teach for additional days.

To continue receiving TCRS benefits, the following conditions must be met in addition to the general standards above:

1. During a twelve-month period, the retiree must not work more than one hundred twenty (120) days; and
2. The retired member's compensation must not exceed 60% of the annual full-time salary received in the year immediately prior to the member's last paid day of covered employment. This amount shall be adjusted by five percent (5%) for each year after that date.

The retired member may work beyond one hundred twenty (120) days as a substitute teacher if the payment does not exceed the rate of compensation for substitute teachers filling similar vacant positions.

### HARD TO FILL POSITIONS<sup>3</sup>

The Director of Schools may contract with retired members for hard to fill positions if the following conditions are met in addition to the general standards above:

1. During the reemployment, the retirement benefit payable to the retiree must be reduced to seventy percent (70%) of the retirement allowance the member would have otherwise been entitled to receive; and

2. The retired member's reemployment must not exceed one (1) year, but the retired member may be reemployed for additional one-year periods per state law.

The Director of Schools shall certify to TCRS that the employee is being rehired in a hard-to-fill position. In order to qualify, one or more of the following conditions must be established:

1. It is difficult to recruit and retain qualified employees for the position;

2. The position requires specialized certification, credentials, or education;

3. The demand for the position exceeds the supply;

4. The position is in high demand in the marketplace;

5. The position is filled by key personnel;

6. The position requires specific skills and experience; or

7. The position has other unique recruitment or retention issues identified and documented by the Director of Schools.

Once the retired member is hired, the district shall pay TCRS the greater of: (1) a payment equal to the amount the employer would have contributed to the retirement system during the period of reemployment; or (2) an amount equal to five percent (5%) of the retired member's earnable compensation.

~~The Director of Schools 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 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 may substitute teach 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.<sup>1</sup>~~

#### **EMPLOYMENT CONTRACTS FOR ONE YEAR**

~~The Director of Schools may employ 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:<sup>2</sup>~~

1. The Director of Schools 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.

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### ADDITIONAL EMPLOYMENT OPTION FOR RETIREES<sup>3</sup>

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 Director of Schools 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.

- 1 Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state law.  
2 The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment  
3 equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five  
4 percent (5%) of the retired member's pay rate.

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**Legal References**

1. [TCA 8-36-805; TCA 8-36-809; Public Acts of 2025, Chapter No. 159](#)
2. [TCA 8-36-805; Public Acts of 2025, Chapter No. 159](#)
3. [TCA 8-36-809; Public Acts of 2025, Chapter No. 159](#)

**Cross References**

Application and Employment 5.106  
Substitute Teachers 5.701



# Metropolitan Nashville Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Family and Medical Leave</b>	Descriptor Code: <b>5.305</b>	Issued Date: <b>07/22/25</b>
		Rescinds: <b>5.305</b>	Issued: <b>07/25/23</b>

## 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 eligibility<sup>1</sup>) during the previous twelve (12) month period shall be eligible to use FMLA leave.<sup>2</sup>

## 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/her job position;
4. The care of a spouse, child, or parent 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.

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.<sup>3</sup>
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.<sup>4</sup>

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.<sup>5</sup>

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.<sup>6</sup> 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.~~ and who meet the following requirements:

- a. Possess a valid license or an emergency credential issued by the Department of Education per TCA 49-5-106, required for the position the employee holds;
- b. Have been employed with the district full time for at least twelve (12) consecutive months in a position for which the employee is required by law to hold the license or an emergency credential referenced above at the time of the qualifying event; and
- c. Have held a valid license or an emergency credential issued by the Department of Education per TCA 49-5-106 for the entire twelve consecutive months of fulltime employment.

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~~ This paid leave shall be either: (1) taken consecutively, except in extenuating circumstances, as determined by the Director of Schools; or (2) taken nonconsecutively, but in increments of no less than one (1) week. The paid leave shall be used within twelve (12) months of the qualifying event and shall run concurrently with FMLA leave.<sup>7</sup>

## LEAVE FOR A SERIOUS HEALTH CONDITION<sup>8</sup>

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. 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*<sup>9</sup> - 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*<sup>10</sup> - 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 LEAVE<sup>11</sup>

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 an employee requests foreseeable leave for planned medical treatment and the employee would be on leave for greater than twenty percent (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*<sup>12</sup>- For foreseeable leave, the employee shall provide the Director of Schools 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 Director of Schools/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.<sup>13</sup> 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.<sup>14</sup>

### 2. Certification Requirement<sup>15</sup>

- a. The Director of Schools 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 Director of Schools 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)<sup>16</sup>

- a. If leave is taken more than five (5) weeks prior to the end of the term, the Director of Schools 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 Director of Schools 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 BOARD<sup>17</sup>

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.

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### Legal References

1. [\*Hinson v. Tecumseh Products Co.\*, 2000 U.S. App. LEXIS 26778, at \\*1—10 \(6th Cir. Oct. 17, 2000\)](#)
2. [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\(a\)\(4\)](#)
5. [29 CFR § 825.120\(a\)\(3\)](#)
6. [Public Acts of 2025, Chapter No. 163](#)
7. [TCA 8-50-814; Public Acts of 2025, Chapter No. 235](#)
8. [29 CFR § 825.113](#)
9. [29 CFR § 825.126](#)
10. [29 CFR § 825.124; 29 CFR § 825.127](#)
11. [29 CFR § 825.202](#)
12. [29 CFR § 825.302-825.304](#)
13. [29 CFR § 825.207](#)
14. [OP Tenn. Atty Gen 94-006 \(Jan 13, 1994\); \*Plant v. Morton International, Inc.\*, 212 F.3d 929, 932 \(6th Cir. 2000\)](#)
15. [29 CFR § 825.305-825.313](#)
16. [29 CFR § 825.602](#)
17. [29 USCA § 2614](#)

### Cross References

Sick Leave 5.302  
Long-Term Leaves of Absence 5.304



# Metropolitan Nashville Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Substitute Teachers</b>	Descriptor Code: <b>5.701</b>	Issued Date: <b>07/22/25</b>
		Rescinds: <b>5.701</b>	Issued: <b>07/01/05</b>

Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies until a licensed teacher is available.<sup>1,2</sup> 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.<sup>2</sup>

## APPLICATION/QUALIFICATIONS

Criminal history record checks and fingerprinting of applicants for substitute teaching are required.<sup>3</sup>

Applicants with revoked or suspended licenses or certificates according to the State Board of Education shall not be hired.<sup>4</sup>

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/designee 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.<sup>5</sup>

## CERTIFICATION

When substituting for a regular teacher who has been absent for ~~thirty (30)~~ ~~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.<sup>6</sup> When substituting for a teacher without sick leave, the substitute shall be certified and paid according to the state salary schedule.<sup>1</sup>

## 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 that includes the annual school safety training required by  
11 state law.<sup>7</sup>

## 12 RESPONSIBILITIES

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

## 15 RE-EMPLOYMENT/TERMINATION

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

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

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### 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\(a\)\(14\)\(C\)](#)
5. [TCA 49-3-312\(b\)](#)
6. [TCA 49-3-312\(a\); TRR/MS 0520-01-02-.04\(5\)\(b\);](#)  
[Public Acts of 2025, Chapter No. 235](#)
7. [TCA 49-2-203\(a\)\(14\)\(A\); TCA 49-6-805\(7\)](#)

### Cross References

Background Investigations 5.118  
Employment of Retirees 5.119



# Metropolitan Nashville Board of Education

Monitoring:

**Review: Annually, in  
March**

Descriptor Term:

## **Attendance**

Descriptor Code:

**6.200**

Issued Date:

**07/22/25**

Rescinds:

Issued:

**08/23/22**

### 1 *General*

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

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

6 The Attendance Supervisor shall oversee the entire attendance program which shall include:<sup>1</sup>

- 7 1. All accounting and reporting procedures and their dissemination;
- 8
- 9 2. Alternative program options for students who severely fail to meet minimum attendance  
10 requirements;
- 11
- 12 3. Ensuring that all school age children attend school;
- 13
- 14 4. Providing documentation of enrollment status upon request for students applying for new or  
15 reinstatement of driver's permit or license; and
- 16
- 17 5. Notifying the Department of Safety whenever a student with a driver's permit or license  
18 withdraws from school.<sup>2</sup>

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

22 Absences shall be classified as either excused or unexcused as determined by the principal/designee.  
23 Excused absences shall include:<sup>4</sup>

- 24 1. Personal illness/injury;
- 25
- 26 2. Illness of immediate family member;
- 27
- 28 3. Death in the family;
- 29
- 30 4. Extreme weather conditions;
- 31

5. Religious observances;<sup>5</sup>

6. Pregnancy;

7. School endorsed activities;

8. Summons, subpoena, or court order; or

9. Circumstances which in the judgment of the principal create emergencies over which the student has no control.

The principal shall be responsible for ensuring that:<sup>6</sup>

1. Attendance is checked and reported daily for each class;

2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent for the majority of the day;

3. All student absences are verified;

4. Written excuses are submitted for absences and tardiness; and

5. System-wide procedures for accounting and reporting are followed.

## TRUANCY

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

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

### *Progressive Truancy Plan*<sup>8</sup>

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

**Tier I**

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

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

**Tier II**

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

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

**Tier III**

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

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

**NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY<sup>9</sup>**

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

1. Student's name and personal identification number;
2. Student's grade;
3. The dates of the student's absence;
4. The reason for the student's absence; and
5. The signatures of the student and parent/guardian.

#### **RELEASED TIME COURSE<sup>10</sup>**

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

Students shall only be permitted to attend courses provided by entities that certify in writing that they have complied with the background check requirements outlined in state law.<sup>11</sup> The student shall submit a written consent form signed by the student's parent/guardian prior to participation in the released time course. The principal/designee shall document the approval in writing. The student shall provide documentation to the principal/designee as proof of the student's participation in the released time course. The district shall not be responsible for transporting students to and from the place of instruction.

#### **MAKE-UP WORK**

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

#### **STATE-MANDATED ASSESSMENT**

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

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

## **CREDIT/PROMOTION DENIAL**

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

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

## **DRIVER'S LICENSE REVOCATION<sup>2</sup>**

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

## **ATTENDANCE HEARING<sup>13</sup>**

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

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

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

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Legal References

1. [TCA 49-6-3006](#)
2. [TCA 49-6-3017\(c\)](#)
3. [20 USCA § 1232g](#)
4. [TRR/MS 0520-01-02-.17\(5\)](#); [State Board of Education Policy 4.100](#)
5. [TCA 49-6-2904\(b\)\(5\)](#)
6. [TCA 49-6-3007](#)
7. [TCA 49-6-3021](#)
8. [TCA 49-6-3007](#); [TCA 49-6-3009](#)
9. [TCA 49-6-3022](#)
10. [TCA 49-2-130](#)
11. [Public Acts of 2025, Chapter No. 401](#)
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

# Metropolitan Nashville Board of Education

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Interrogations and Searches</b>	Descriptor Code: <b>6.303</b>	Issued Date: <b>07/22/25</b>
		Rescinds: <b>6.303</b>	Issued: <b>08/14/18</b>

## 1 QUESTIONING BY SCHOOL PERSONNEL

2 Students may be questioned by teachers or principals about any matter pertaining to the operation of a  
3 school and/or the enforcement of its rules. Questioning shall be conducted discreetly and under  
4 circumstances which will avoid unnecessary embarrassment to the student. Any student answering  
5 falsely or evasively or refusing to answer a question may be subject to disciplinary action, including  
6 suspension.

7 If a student is suspected or accused of misconduct or infraction of the student code of conduct, the  
8 principal may interrogate the student without the presence of parent(s)/guardian(s).

## 9 INTERROGATIONS BY POLICE AT PRINCIPAL'S REQUEST

10 If the principal has requested assistance by law enforcement to investigate a crime involving his/her  
11 school, the police may interrogate a student suspect in school during school hours. The principal shall  
12 first attempt to notify the parent(s)/guardian(s) of the student unless circumstances require otherwise.  
13 However, the interrogation may proceed without attendance of the parent(s)/guardian(s), but the  
14 principal/designee shall be present during the interrogation.<sup>1</sup>

## 15 POLICE-INITIATED INTERROGATIONS

16 If the police deem circumstances of sufficient urgency to interrogate students at school for unrelated  
17 crimes committed outside of school hours, the police department should first contact the principal  
18 regarding the planned interrogation and inform him/her of the probable cause to investigate. The  
19 principal shall make reasonable efforts to notify the parent(s)/guardian(s) of the interrogation unless  
20 circumstances require otherwise. The interrogation may proceed without attendance of the  
21 parent(s)/guardian(s), but the principal/designee shall be present during the interrogation.

## 22 SEARCHES BY SCHOOL PERSONNEL

23 The school principal shall authorize all searches at the outset per state law.<sup>2</sup> All principal initiated  
24 searches shall be conducted by a school security officer or a school administrator who has completed the  
25 state required training.<sup>3</sup> The following conditions shall apply to principal initiated searches:

### 1. All the following standards of reasonableness must be met:

- a. A particular student has violated school policy;
- b. The search will yield evidence of the violation of school policy or will lead to finding dangerous weapons, drugs, or drug paraphernalia;
- c. The search is in pursuit of legitimate interests of the school in maintaining order, discipline, safety, supervision, and education;

- d. The search is not conducted for the sole purpose of discovering evidence to be used in criminal prosecution; and
- e. The search shall be reasonably related to the objectives of the search and not excessively intrusive considering the age and sex of the student as well as the nature of the alleged infraction;<sup>4</sup>

2. A school administrator shall be on-site at any principal-initiated search;

3. A school administrator shall oversee the search and may end the search at any time; and

4. If a student is under the age of eighteen (18), the principal must notify the student's parent or guardian within a reasonable time of the search<sup>3</sup>

If a school resource officer searches a student, based on having probable cause, the principal shall notify the Director of Schools/designee.<sup>5</sup>

In order to ensure a safe and secure learning environment, the Director of Schools shall develop procedures regarding the searching of students, lockers, vehicles, and containers which are consistent with state law. The Director of Schools shall develop additional procedures to ensure compliance with all of the provisions of the School Security Act of 1981.<sup>6</sup>

#### Legal References

1. [TCA 49-6-4203\(b\)](#)
2. [TCA 49-6-4204\(a\)](#); [TCA 49-6-4205\(a\)](#)
3. [Public Acts of 2025, Chapter No. 244](#)
4. [TCA 49-6-4205\(b\)](#)
5. [State v. R.D.S., No. M200801724COAR3JV, 2009 WL 2136324, at \\*1 \(Tenn. Ct. App. July 16, 2009\)](#)
6. [TCA 49-6-4201](#); [Tenn. Op. Att'y Gen. No. 14-21 \(February 24, 2014\)](#)

#### Cross References

Traffic and Parking Controls 3.403  
Procedural Due Process 6.302  
Reporting Child Abuse 6.409



# Metropolitan Nashville Board of Education

Monitoring:

Review: Annually, in March

Descriptor Term:

## Use of Personal Communication Devices and Electronic Devices

Descriptor Code:

6.312

Issued Date:

07/22/25

Rescinds:

6.3212

Issued:

08/14/18

### General<sup>1</sup>

Students are permitted to use wireless communication devices in certain limited situations. Wireless communication devices include any portable wireless device that has the capability to provide voice, messaging, or other data communication between two (2) or more parties, such as wearable technology, laptop computers, cellular telephones, tablets, and gaming devices or other devices capable of recording, streaming, or interacting with wireless networks

### GRADES K-5

Students may possess a cellular telephone or other personal technology on school property. Use of such technology is permitted only at the discretion of the building administrator and in accordance with this policy. Use during instructional time is prohibited unless specifically allowed under this policy.

### GRADES 6-12

Students may possess a cellular telephone or other personal technology on school property and may use such devices during lunch and transition times. Use during instructional time is prohibited unless specifically allowed under this policy.

### Instructional Time Use

**1. General Prohibition:** Students may not use personal communication devices during instructional time.

**2. Teacher Authorization:** Teachers may grant permission for students to use devices for educational purposes during instructional time. Teachers are encouraged to integrate technology as appropriate into instruction.

**3. Health or Emergency Use:** Students may use devices during instructional time if needed to manage a health condition (e.g., medical monitoring), or communicate during an emergency.

### DISABILITY ACCOMODATIONS

Device use during instructional time must be permitted if:

Required by a student's Individualized Education Program (IEP), 504 Plan, or Individual Learning Plan (ILP); or the device is being used as assistive technology to increase, maintain, or improve the student's functional capabilities, with prior agreement between school staff and the parent or guardian.

**PENALTIES**

Unauthorized use or improper storage of a device may result in confiscation. Devices will be held until released to a parent or guardian. Students who violate this policy may face disciplinary action consistent with the disciplinary section of the district's student-parent handbook.

Teachers may withhold a student's device for the duration of instructional time if the student is noncompliant with this policy.

**EMERGENCY COMMUNICATION PLAN**

In the event of an emergency or possible emergency occurring at school, parent(s)/guardian(s) shall be alerted by existing emergency communications protocols, including parent contact systems for callouts, emails, and text or app-based messaging, to notify families in the event of an emergency.<sup>1</sup>

~~Elementary and Middle School~~

~~A student may possess a cellular telephone or other personal technology on school property. Use of such technology will be at the discretion of the building administrator.~~

1 *High School*

2 A student may possess a cellular telephone or other personal technology on school property and may  
3 use such technology during lunch and transition times. Use of personal technology during instructional  
4 periods is general prohibited.

5 Personal communication devices include, but are not limited to, wearable technology such as  
6 eyeglasses, rings, or watches that have the capability to record, live stream, or interact with wireless  
7 technology; cell phones; laptops; tablets; and mp3 players. However, a teacher may grant permission  
8 for the use of these devices to assist with instruction in his/her classroom, and teachers are encouraged  
9 to integrate the devices into their course work. The principal or his/her designee may also grant a  
10 student permission to use such a device at his/her discretion.

11 Unauthorized use or improper storage of a device will result in confiscation until such time as it may  
12 be released to the student's parents or guardian. A student in violation of this policy is subject to  
13 disciplinary action.

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**Legal References**

1. [Public Acts of 2025, Chapter No. 103](#)

**Cross References**

Code of Conduct 6.300

# Metropolitan Nashville Board of Education

Monitoring:

Review: Annually, in April

Descriptor Term:

## Student Wellness

Descriptor Code:

6.411

Issued Date:

07/22/25

Rescinds:

6.411

Issued:

08/14/18

The Board recognizes the value of proper nutrition, physical activity, and other health-conscious practices and the impact that such practices have on student academic achievement, health, and well-being. In order to provide an environment conducive to overall student wellness, this policy shall be followed by all schools in the district.<sup>1</sup>

### COMMITMENT TO COORDINATED SCHOOL HEALTH

All schools shall implement the Centers of Disease Control and Prevention's (CDC) Coordinated School Health (CSH) approach to managing new and existing wellness related programs and services in schools and the surrounding community based on state law and State Board of Education CSH standards and guidelines. The school district's Coordinated School Health Coordinator shall be responsible for overseeing compliance with State Board of Education CSH standards and guidelines in the school district.

### SCHOOL HEALTH ADVISORY COUNCIL<sup>2,3</sup>

A school district health advisory council shall be established to serve as a resource to schools for implementing policies and programs and develop an active working relationship with the county health council. The council shall consist of individuals representing the school and community, including parents, students, teachers, school administrators, health professionals, school food service representatives, and members of the public. The primary responsibilities of the council include, but are not limited to:

1. Developing, implementing, monitoring, reviewing, and as necessary, making recommendations as to physical activity and nutrition policies;
2. Ensuring all schools within the school district create and implement an action plan related to all School Health Index modules;
3. Ensuring that the results of the action plan are annually reported to the council; and
4. Ensuring that school level results include measures of progress on each indicator of the School Health Index.

The State Board of Education's Coordinated School Health and Physical Activity policies shall be used as guidance by the council to make recommendations. The Board will consider recommendations of the council in making policy changes or revisions.

1 Additionally, each school will have a Healthy School Team consisting of teachers, students, parents,  
2 community members, and administrators.<sup>2</sup> The Team will hold Healthy School Team meetings during  
3 the school year to assess needs and oversee planning and implementation of school health efforts. The  
4 Director of Schools/designee will ensure compliance with the school wellness policy, to include an  
5 assessment of the implementation of the wellness policy and the progress made in attaining the policy  
6 goals. The assessment will be made available to the public.

## 7 **COMMITMENT TO NUTRITION**

8 All schools within the district shall participate in the USDA child nutrition programs, which may  
9 include but not be limited to, the National School Lunch Program, the School Breakfast Program, the  
10 Summer Food Service Program, and the After School Snack Program.<sup>4,5,6</sup>

11 Meals shall be accessible to all students in a non-stigmatizing manner. Students will be given adequate  
12 time to enjoy healthy meals and relax in a pleasant environment. Good nutritional habits shall be  
13 encouraged. All foods and beverages including vending machines, fundraising items, and concessions  
14 shall meet guidelines set forth by the Healthy, Hunger-free Kids Act of 2010 and Smart Snacks in  
15 Schools.<sup>4,5,6</sup> The principal/designee shall be responsible for overseeing the school district's compliance  
16 with the State Board of Education rules and regulations for sale of food items in the school district.<sup>2,5,6</sup>

17 Food-and beverages sold that can be consumed on campus during the school day must meet or exceed  
18 the USDA Smart Snacks guidelines in school nutrition standards. Schools shall follow the limit on  
19 days per semester in which non-healthy foods may be used for fundraisers.<sup>5</sup>

## 20 **DISTRICT GOALS**

21 The school district will promote healthy nutrition through various activities, including nutrition related  
22 newsletters, informational links on the school district website, healthy eating posters and bulletin  
23 boards in dining areas, and informational booths at various community functions. Nutrition education  
24 will be offered as part of a standards-based program designed to provide students with the  
25 knowledge and skills needed to promote and protect their health as outlined in the State Board of  
26 Education Health Education and Lifetime Wellness Standards. Nutrition education will discourage  
27 teachers from using high fat, sugar, and sodium foods as rewards and encourage students to start each  
28 day with a healthy breakfast. If a district engages in food or beverage marketing, all marketing shall  
29 comply with the Smart Snacks in School nutrition standards.<sup>7</sup>

## 30 **COMMITMENT TO PHYSICAL ACTIVITY AND PHYSICAL EDUCATION<sup>8</sup>**

31 The Board recognizes that physical activity is extremely important to the overall health of a child.  
32 Schools shall support and promote physical activity. Physical activity may be integrated into any areas  
33 of the school program.

34 Physical education classes shall be offered as part of a standards-based program designed to provide  
35 developmentally appropriate moderate to vigorous physical activity as an integral part of the class. All  
36 physical education classes shall comply with the State Board of Education's Physical Education  
37 Standards. In addition to the district's physical education program, non-structured physical activity  
38 periods shall be offered as required by law.

Unstructured physical activity periods shall be offered in addition to the school district's physical education program. Elementary school students shall receive a minimum of forty (40) minutes of physical activity each full school day. Middle and high school students shall receive a minimum of ninety (90) minutes of physical activity each full school week.

Physical activity will be conducted outside if weather permits. The following activities shall not be considered physical activity: walking to and from class, time spent on an electronic device, and time spent in a physical education class.

Schools shall continue to offer after school sports and activities. Physical activity shall not be employed as a form of discipline. Physical activity shall not be withheld from a student as a form of punishment.

### COMMITMENT TO CURRICULUM<sup>3</sup>

All applicable courses of study shall be based on State-approved curriculum standards.

### SCHOOL HEALTH INDEX<sup>3</sup>

All schools within the district shall annually administer a baseline assessment on each of the recommended School Health Index modules. Results shall be submitted to the School Health Advisory Council and reported to the Tennessee Department of Education.

### RECORD KEEPING COMPLIANCE

The school district's Coordinated School Health Coordinator shall ensure that records demonstrating compliance with community involvement requirements are maintained. The Coordinated School Health Coordinator shall additionally document that the school wellness policy and triennial assessments are made available to the public.<sup>9</sup>

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#### Legal References

1. [TCA 49-6-1022](#)
2. [State Board of Education Policy 4.204](#)
3. [State Board of Education Policy 4.206](#)
4. [42 USCA § 1758b](#); [TRR/MS 0520-01-06-.04](#)
5. [TRR/MS 0520-01-06](#)
6. [7 CFR § 210](#); [7 CFR § 220](#)
7. [7 CFR 210.31\(c\)\(3\)\(iii\)](#)
8. [TCA 49-6-1021](#); [Public Acts of 2025, Chapter No. 306](#)
9. [7 CFR § 210.31\(f\)](#)

#### Cross References

Student Suicide Prevention 6.415

# Metropolitan Nashville Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term:  <b>Student Records</b>	Descriptor Code: <b>6.600</b>	Issued Date: <b>07/22/25</b>
		Rescinds: <b>6.600</b>	Issued: <b>11/12/19</b>

## General

A cumulative record shall be kept for each student enrolled in school. The folder shall contain a health record, attendance record, and scholarship record; shall be kept current; and shall accompany the student through his/her school career.<sup>1</sup>

The name used on the record of the student entering the school district shall be the same as that shown on the birth certificate unless evidence is presented that such name has been legally changed. If the parent/guardian does not have or cannot obtain a birth certificate, then the name used on the records of such student shall be as shown on documents which are acceptable as proof of date of birth.

The name used on the records of a student entering the school district from another school shall be the same as that shown on records from the school previously attended unless evidence is presented that such name has been legally changed as prescribed by law.

When a student transfers to another school within the school district or to a school outside of the school district, copies of the student's records, including the student's disciplinary records, shall be sent to the transfer school within five (5) business days of the date on which the student's records request was received by the school.<sup>2</sup>

All records shall be remitted in accordance with the Family Education Rights and Privacy Act (FERPA).<sup>3</sup>

## ACCESS TO STUDENT RECORDS

Student records shall be confidential. Authorized school officials shall have access to and permit access to student education records for legitimate educational purposes.<sup>4</sup> A school official generally has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Authorized school officials may release information from or permit access to a student's education record without the parent(s)/guardian(s) or eligible student's\* prior written consent in the following instances:

1. To comply with a judicial order or lawfully issued subpoena. The school district will make a reasonable effort to notify the student's parent(s)/guardian(s) or the eligible student before making a disclosure;<sup>5</sup>
2. If the disclosure is an item of directory information;<sup>6</sup>
3. To comply with the requirements of child abuse reports to the extent known by the school officials including the name, address, and age of the student; the name and address of the



- 1 person responsible for the care of the student; and the facts requiring the report;<sup>7</sup>
- 2
- 3 4. When certain federal and state officials need information in order to audit or enforce legal
- 4 conditions related to federal- or state-supported education programs in the school district;<sup>8</sup>
- 5
- 6 5. When the school district has entered into a contract for an organization to conduct scientific
- 7 research on the school district's behalf to develop tests or improve instruction, provided that the
- 8 studies are conducted in a manner which will not permit the disclosure of personal
- 9 identification of students and their parent(s)/guardian(s) by individuals other than to
- 10 representatives of the organization, and that the information will be destroyed when no longer
- 11 needed for the purpose for which the study was conducted;<sup>9</sup>
- 12
- 13 6. To appropriate officials if the parent(s)/guardian(s) claim the student as a dependent as defined
- 14 by the Internal Revenue Code;<sup>10</sup>
- 15
- 16 7. To accrediting organizations to carry out their accrediting functions;<sup>11</sup>
- 17
- 18 8. To officials of another school, school system, or postsecondary institution when a student seeks
- 19 or intends to enroll in another school district or a postsecondary institution.
- 20 Parent(s)/guardian(s) of the student shall be notified of the transfer and shall have the right to
- 21 obtain copies of the record transferred as well as an opportunity to challenge the content of the
- 22 record;<sup>12</sup>
- 23
- 24 9. To financial institutions or government agencies that provide or may provide financial aid to a
- 25 student in order to establish eligibility, to determine the amount of financial aid, to establish
- 26 conditions for the receipt of financial aid, and to enforce financial aid agreements;<sup>13</sup>
- 27
- 28 10. To the appropriate officials in connection with a health or safety emergency if knowledge of
- 29 the information is necessary to protect the health or safety of the student or others;<sup>14</sup>
- 30
- 31 11. To the Attorney General/designee for official purposes related to the investigation or
- 32 prosecution of an act of domestic or international terrorism. An educational agency that, in
- 33 good faith, produces education records in accordance with an order shall not be liable to any
- 34 person for that production;<sup>15</sup>
- 35
- 36 12. To any agency caseworker or other representative of a state or local child welfare agency or
- 37 tribal organization authorized to access the student's educational records when such agencies or
- 38 organizations are legally responsible for the care and protection of the student;<sup>16</sup>
- 39
- 40 13. To the Secretary of Agriculture/designee for purposes of conducting program monitoring,
- 41 evaluations, and performance measurements, provided that the data collected will be protected
- 42 in a manner which will not permit the disclosure of personal identification of students and their
- 43 parent(s)/guardian(s) by individuals other than to representatives of the organization, and that
- 44 the information will be destroyed when no longer needed for the purpose for which it was
- 45 conducted;<sup>17</sup> and
- 46

14. To state and local authorities to whom information is specifically allowed to be reported or disclosed by state law that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released.<sup>18</sup>

#### *Consent to Disclose Records*<sup>19</sup>

Authorized school officials may release information from a student's education record if the student's parent(s)/guardian(s) or the eligible student gives written consent for the disclosure. The written consent shall include:

1. A specification of the records to be released;
2. The reasons for the disclosure;
3. The person, organization, or class of persons or organizations to whom the disclosure is to be made;
4. The signature of the parent(s)/guardian(s) or eligible student; and
5. The date of the consent, and if appropriate, a date when the consent is to be terminated.

The student's parent(s)/guardian(s) or the eligible student may obtain a copy of any records disclosed under this provision.

#### **RECORDKEEPING**

The school district will maintain an accurate record of all requests to disclose information from or to permit access to a student's education records. The school district will maintain an accurate record of information it discloses and access it permits. The district will maintain this record as long as it maintains the student's education record.<sup>20</sup>

The record will include at least:<sup>20</sup>

1. Name of the person or agency that makes the request;
2. Interest the person or agency has in the information;
3. Date the person or agency makes the request; and
4. Whether the request is granted, and if it is, the date access is permitted, or the disclosure is made.

The Director of School shall create procedures to facilitate the appropriate transfer and distribution of student records and information. All school personnel shall receive initial training and be kept up-to-date regarding the disclosure and transfer of student records and information.

*\* The student becomes an "eligible student" when he/she reaches age eighteen (18) or enrolls in a post-secondary school, at which time all of the above rights become the student's right.*<sup>21</sup>

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**Legal References**

1. [20 USCA § 1232g](#)
2. [TCA 49-6-3001\(c\)\(1\); Public Acts of 2025, Chapter No. 156](#)
3. [TCA 49-1-701; 20 USCA § 1232g](#)
4. [TCA 10-7-504\(a\)\(4\); 20 USCA § 1232g](#)
5. [20 USCA § 1232g\(b\)\(2\)\(B\); 20 USCA § 1232g\(b\)\(1\)\(J\)](#)
6. [20 USCA § 1232g\(b\)\(2\); TCA 10-7-504\(a\)\(4\)\(A\)](#)
7. [TCA 37-1-403](#)
8. [20 USCA § 1232g\(b\)\(3\), \(5\); 20 USCA § 1232g\(b\)\(1\)\(C\)](#)
9. [20 USCA § 1232g\(b\)\(1\)\(F\)](#)
10. [20 USCA § 1232g\(b\)\(1\)\(H\)](#)
11. [20 USCA § 1232g\(b\)\(1\)\(G\)](#)
12. [20 USCA § 1232g\(b\)\(1\)\(B\)](#)
13. [20 USCA § 1232g\(b\)\(1\)\(D\)](#)
14. [20 USCA § 1232g\(b\)\(1\)\(I\)](#)
15. [20 USCA § 1232g\(j\)](#)
16. [20 USCA § 1232g\(b\)\(1\)\(L\)](#)

**Cross References**

School District Records 1.407  
Promotion and Retention 4.603  
Testing Programs 4.700  
Attendance 6.200  
Withdrawals 6.207  
Child Custody/Parental Access 6.209  
Bus Safety and Conduct 6.308  
Corporal Punishment 6.314  
Disciplinary Hearing Authority 6.317  
Admission of Suspended/Expelled Students 6.318  
Acquired Immune Deficiency Syndrome 6.404  
Reporting Child Abuse 6.409  
Media Access to Students 6.604

17. [20 USCA § 1232g\(b\)\(1\)\(K\)](#)
18. [20 USCA § 1232g\(b\)\(1\)\(E\)](#)
19. [34 CFR § 99.30; 20 USCA § 1232g\(b\)\(2\)\(A\)](#)
20. [34 CFR § 99.32\(a\)](#)
21. [34 CFR §§ 99.3, 99.5; TCA 49-1-704](#)

**Metropolitan Nashville Public Schools**  
**Sales Tax Collections**  
**As of June 20, 2025**

**General Purpose Fund**

MONTH	2024-2025 Projection	TOTAL 2024-2025 COLLECTIONS	\$ Change For Month - FY25 Projection	% Change For Month - FY25 Projection	% Increase / Decrease Year To-Date
September	\$25,567,101.59	\$24,826,195.75	(\$740,905.84)	-2.90%	-2.90%
October	33,023,272.16	33,168,113.06	\$144,840.90	0.44%	-1.01%
November	33,089,701.22	31,912,913.77	(\$1,176,787.45)	-3.56%	-1.93%
December	34,766,006.21	35,089,135.39	\$323,129.18	0.93%	-1.15%
January	33,157,339.70	32,548,153.67	(609,186.03)	-1.84%	-1.29%
February	37,925,635.48	36,962,370.53	(963,264.95)	-2.54%	-1.53%
March	29,307,728.38	29,992,834.35	685,105.97	2.34%	-1.03%
April	31,364,453.75	28,350,251.18	(3,014,202.57)	-9.61%	-2.07%
May	34,489,615.05	33,985,507.36	(504,107.69)	-1.46%	-2.00%
June	35,161,341.30	34,287,352.84	(873,988.46)	-2.49%	-2.05%
July	35,582,946.78				
August	35,633,358.36				
<b>TOTAL</b>	<b>\$399,068,500.00</b>	<b>\$321,122,827.90</b>	<b>(\$6,729,366.96)</b>		<b>-2.05%</b>

**Debt Service Fund**

MONTH	2024-2025 Projection	TOTAL 2024-2025 COLLECTIONS	\$ Change For Month - FY25 Projection	% Change For Month - FY25 Projection	% Increase / Decrease Year To-Date
September	\$4,501,947.86	\$3,671,021.00	(\$830,926.86)	-18.46%	-18.46%
October	4,759,921.83	4,904,350.72	\$144,428.89	3.03%	-7.41%
November	4,908,174.71	4,718,925.85	(\$189,248.86)	-3.86%	-6.18%
December	5,002,163.93	5,188,590.08	\$186,426.15	3.73%	-3.60%
January	4,832,707.03	4,812,858.04	(19,848.99)	-0.41%	-2.95%
February	5,426,290.20	5,465,583.21	39,293.01	0.72%	-2.28%
March	4,425,836.70	4,435,005.91	9,169.21	0.21%	-1.95%
April	4,414,863.28	4,192,119.03	(222,744.25)	-5.05%	-2.31%
May	5,162,167.00	5,025,397.88	(136,769.12)	-2.65%	-2.35%
June	4,953,250.98	5,070,031.42	116,780.44	2.36%	-1.87%
July	5,309,626.22				
August	5,312,850.26				
<b>TOTAL</b>	<b>\$59,009,800.00</b>	<b>\$47,483,883.14</b>	<b>(\$903,440.38)</b>		<b>-1.87%</b>