

**School Board Meeting**  
**July 8, 2021 6:30 PM**  
**HJSHS Library**

- I. Call to Order
- II. Roll Call
- III. Consent Agenda
  - A. June 2021 Bills
  - B. June 2021 Financial Report
  - C. June 7, 2021 Special Board Meeting
  - D. June 10, 2021 Regular Board Meeting
- IV. Agenda Approval
- V. Regular Agenda
  - A. 2021 Fall District Meeting
  - B. 2021 TSBA Leadership Conference & Convention
  - C. 2021-2022 Non-Licensed Salary Scale
  - D. 2021-2022 Licensed Salary Scale
  - E. 2021-2022 Food Service Budget
  - F. 2021-2022 School Year Budget
  - G. Board Policy Updates
    - 1. Policy 1.8011 Emergency Closings
    - 2. Policy 2.806 Bids and Quotations
    - 3. Policy 3.205 Security
    - 4. Policy 3.211 New Project Planning
    - 5. Policy 3.220 Access to Private Facilities
    - 6. Policy 4.101 Instructional Standards
    - 7. Policy 4.213 Family Life Education
    - 8. Policy 4.301 Interscholastic Athletics
    - 9. Policy 4.605 Graduation Requirements
    - 10. Policy 4.700 Testing Programs
    - 11. Policy 5.106 Application and Employment
    - 12. Policy 5.802 Qualifications and Duties of the Director of Schools
    - 13. Policy 5.117 Teacher Tenure
    - 14. Policy 5.200 Separation Practices for Tenured Teachers
    - 15. Policy 5.201 Separation Practices for Non-Tenured Teachers
    - 16. Policy 6.200 Attendance
    - 17. Policy 6.202 Home Schools
    - 18. Policy 6.319 Alternative Education
    - 19. Policy 6.402 Physical Examinations and Immunizations
    - 20. Policy 6.300 Code of Conduct
    - 21. Policy 6.306 Interference/Disruption of School Activities
    - 22. Policy 6.4081 Safe Relocation of Students
  - H. Superintendent's Report
- VI. Citizens Concern
- VII. Adjournment

**School Board Meeting**  
June 7, 2021 6:30 PM  
HJSHS Library

Attendance Taken at 6:30 PM.

Rev. Mark Hodge: Present  
Mr. Terry Johnson: Present  
Mr. Wayne McLemore: Present  
Mr. Leon McNeal: Present  
Ms. Valeria Wedley: Present

**I. Call to Order**

**II. Roll Call**

**III. Agenda Approval**

**Motion passed:** Motion to approve the agenda passed with a motion by Rev. Mark Hodge and a second by Mr. Terry Johnson.

Rev. Mark Hodge: Yea  
Mr. Terry Johnson: Yea  
Mr. Wayne McLemore: Yea  
Mr. Leon McNeal: Yea  
Ms. Valeria Wedley: Yea  
Yea: 5, Nay: 0

**IV. Decision on a Superintendent Candidate**

**Motion passed:** Motion to enter into contract negotiations with Dr. Janice Epperson for Superintendent passed with a motion by Ms. Valeria Wedley and a second by Mr. Leon McNeal.

Rev. Mark Hodge: Yea  
Mr. Terry Johnson: Yea  
Mr. Wayne McLemore: Yea  
Mr. Leon McNeal: Yea  
Ms. Valeria Wedley: Yea  
Yea: 5, Nay: 0

**V. Finalize Salary/Benefits for Incoming Superintendent**

**Motion passed:** Motion to start contract negotiations at a base salary of \$133,500, which includes a \$10,000 auto allowance, a one time relocation fee of \$5,000 and a term of contract for five years passed with a motion by Ms. Valeria Wedley and a second by Rev. Mark Hodge.

Rev. Mark Hodge: Yea  
Mr. Terry Johnson: Yea  
Mr. Wayne McLemore: Yea  
Mr. Leon McNeal: Yea  
Ms. Valeria Wedley: Yea

Yea: 5, Nay: 0

**VI. Adjournment**

**Motion passed:** Motion to adjourn passed with a motion by Ms. Valeria Wedley and a second by Mr. Leon McNeal.

Rev. Mark Hodge: Yea

Mr. Terry Johnson: Yea

Mr. Wayne McLemore: Yea

Mr. Leon McNeal: Yea

Ms. Valeria Wedley: Yea

Yea: 5, Nay: 0

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Valeria Wedley, Chairman

Date

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Dr. Janice Epperson, Superintendent

Date

**School Board Meeting**  
June 10, 2021 6:30 PM  
HJSHS Library

Attendance Taken at 6:30 PM.  
Rev. Mark Hodge: Present  
Mr. Terry Johnson: Present  
Mr. Wayne McLemore: Present  
Mr. Leon McNeal: Absent  
Ms. Valeria Wedley: Present

Also present: Lillian Shelton, Interim Superintendent

**I. Call to Order**

**II. Roll Call**

**III. Consent Agenda**

**Motion passed:** Motion to approve the Consent Agenda as presented passed with a motion by Mr. Terry Johnson and a second by Rev. Mark Hodge.

Rev. Mark Hodge: Yea  
Mr. Terry Johnson: Yea  
Mr. Wayne McLemore: Yea  
Mr. Leon McNeal: Absent  
Ms. Valeria Wedley: Yea  
Yea: 4, Nay: 0, Absent: 1

**A. May 2021 Bills**

**B. May 2021 Financial Report**

**C. May 13, 2021 Regular Board Meeting**

**IV. Agenda Approval**

**Motion passed:** Motion to amend the agenda adding "Contract Discussion" passed with a motion by Mr. Wayne McLemore and a second by Rev. Mark Hodge.

Rev. Mark Hodge: Yea  
Mr. Terry Johnson: Yea  
Mr. Wayne McLemore: Yea  
Mr. Leon McNeal: Absent  
Ms. Valeria Wedley: Yea  
Yea: 4, Nay: 0, Absent: 1

**Motion passed:** Motion to approve the agenda as amended passed with a motion by Mr. Wayne McLemore and a second by Mr. Terry Johnson.

Rev. Mark Hodge: Yea  
Mr. Terry Johnson: Yea  
Mr. Wayne McLemore: Yea  
Mr. Leon McNeal: Absent

Ms. Valeria Wedley: Yea  
Yea: 4, Nay: 0, Absent: 1

**V. Regular Agenda**

**A. Teacher Recommended for Tenure**

**Motion passed:** Motion to approve the following teacher for tenure:  
Adrian Ingram passed with a motion by Mr. Terry Johnson and a second by Mr. Wayne McLemore.

Rev. Mark Hodge: Yea  
Mr. Terry Johnson: Yea  
Mr. Wayne McLemore: Yea  
Mr. Leon McNeal: Absent  
Ms. Valeria Wedley: Yea  
Yea: 4, Nay: 0, Absent: 1

**B. Consolidated Application Fiscal Year 2022**

**Motion passed:** Motion to approve the 2022 Federal & State Consolidated Application for funding with all appropriate amendments and addendums passed with a motion by Mr. Terry Johnson and a second by Rev. Mark Hodge.

Rev. Mark Hodge: Yea  
Mr. Terry Johnson: Yea  
Mr. Wayne McLemore: Yea  
Mr. Leon McNeal: Absent  
Ms. Valeria Wedley: Yea  
Yea: 4, Nay: 0, Absent: 1

**C. Superintendent's Report**

- All certified teachers will receive a 2% increase July 1st.
- Online registration will be available to all students by July 1st to enroll for the new school year.
- Grades 9-12, half of the students have registered. Parents need to look over the registrations with their students to help them get enrolled.
- The system received \$24,000 from the state for the summer learning program for transportation.
- Summer Feed Program

**D. Contract Discussion**

**Motion passed:** Motion to approve the contract with amendments, changing the meeting date to June 7, 2021 and the annual compensation to \$123,500 passed with a motion by Rev. Mark Hodge and a second by Mr. Wayne McLemore.

Rev. Mark Hodge: Yea  
Mr. Terry Johnson: Yea  
Mr. Wayne McLemore: Yea  
Mr. Leon McNeal: Absent  
Ms. Valeria Wedley: Yea  
Yea: 4, Nay: 0, Absent: 1





**Tennessee School Boards Association**  
*2021 Annual Convention Schedule*  
**Gaylord Opryland Resort and Convention Center**

**Thursday, November 18**

8:30 a.m.-6:30 p.m. Registration  
10:00 a.m.-Noon Board Chairman Roundtable Discussion  
2:00-6:00 p.m. Leadership Conference

**Friday, November 19**

7:00 a.m.-7:00 p.m. Registration  
7:30-8:30 a.m. Leadership Conference Breakfast  
8:45-11:45 a.m. Leadership Conference  
1:00-3:00 p.m. Pre-Convention Legal Workshop  
1:00-3:00 p.m. Pre-Convention Legislative Workshop  
1:00-5:00 p.m. Exhibit Hall/Reception  
5:15-6:45 p.m. Opening General Session

**Speaker: Dr. Natalie Stavas**

**Saturday, November 20**

7:00 a.m.-6:30 p.m. Registration  
7:30-10:30 a.m. Exhibit Hall Open  
7:30-8:30 a.m. Exhibit Hall Breakfast  
8:45-9:45 a.m. Clinic Session A  
10:00-10:20 a.m. Exhibit Hall Door Prizes  
10:30-11:30 a.m. General Session

**Speaker: Dr. Adolph Brown**

11:30 a.m.-12:45 p.m. Lunch (*on your own*)  
1:00-2:00 p.m. Clinic Session B  
2:30-4:15 p.m. Delegate Assembly  
2:30-4:00 p.m. Board Secretaries' Meeting  
4:45-6:00 p.m. Awards Reception & Ceremony

**Sunday, November 21**

7:00-10:00 a.m. Registration  
7:15-8:15 a.m. Convention Breakfast  
8:30-9:45 a.m. Closing General Session

**Speaker: Jim Morris**

9:45 a.m. Adjourn





Lillian 4/8/21

Food Service Fund		
2021-2022 Budget		
Bonus to cafeteria staff only		
Revenue		
Account	Description	Budget
43521	Lunch Payments Children	\$1,000.00
43522	Lunch Payments Adults	\$12,000.00
43525	A la Carte Sales	\$25,668.00
44110	Interest	\$1,600.00
46520	School Food Service State Matching	\$8,791.00
47111	USDA School Lunch Program	\$700,157.00
47112	Commodities	\$74,352.00
47113	USDA Breakfast	\$410,024.00
47114	USDA Other	\$72,420.00
		<b>\$1,306,012.00</b>
Expenditures		
Account	Description	Budget
73100-105	Supervisor/Director	\$79,768.00
73100-162	Clerical Personnel	\$28,656.00
73100-165	Cafeteria Personnel	\$296,983.00
73100-189	Other Salaries/Wages	\$9,591.00
73100-198	Substitute Pay	\$4,580.00
73100-201	Social Security	\$23,490.00
73100-204	State Retirement	\$25,440.00
73100-206	Life Insurance	\$405.00
73100-207	Medical Insurance	\$42,334.00
73100-208	Dental Insurance	\$575.00
73100-212	Employer Medicare	\$5,999.00
73100-306	Bank Charges	\$200.00
73100-307	Communication	\$900.00
73100-336	Maintenance/Repair Equipment	\$10,000.00
73100-354	Commodity Delivery Charges	\$500.00
73100-355	Travel	\$7,000.00
73100-399	Other Contracted Service	\$23,000.00
73100-421	Food Preparation Supplies	\$56,000.00
73100-422	Food Supplies	\$573,434.00
73100-435	Office Supplies	\$1,200.00
73100-469	Commodities	\$75,000.00
73100-499	Other Supplies/Materials	\$500.00
73100-524	Staff Development/Inservice	\$3,000.00
73100-599	Other Charges	\$1,500.00
73100-710	Food Service Equipment	\$35,957.00
		<b>\$1,306,012.00</b>

HUMBOLDT CITY SCHOOLS  
 SCHOOL YEAR 2021-2022  
 GENERAL FUND

ACCOUNT NUMBER	REVENUES	GENERAL FUND BUDGET
40210	Local Option Sales Tax	\$710,000
40275	Mixed Drink Tax	\$150
41110	Marriage License Tax	\$300
44110	Interest Earned	\$6,000
44990	Other Local Revenue	\$379,195
44990	OPEB Obligation	\$100,000
46511	BEP	\$7,090,000
46610	Career Ladder Program	\$19,390
46590	BEP Salary Equity	\$179,000
46852	Interstate Communication Tax	\$500
49800	Operating Transfers	\$35,000
49810	City Appropriation	\$2,007,113
	<b>TOTAL REVENUE</b>	<b>\$10,526,648</b>
	<b>Fund Balance</b>	<b>\$315,799</b>
	<b>Total Revenue</b>	<b>\$10,842,447</b>

ACCOUNT NUMBER	EXPENDITURES	GENERAL FUND BUDGET
	<b>INSTRUCTION</b>	
71100	Regular Instruction	\$5,184,868
71200	Special Education	\$778,535
71300	Vocational Education	\$411,474
	<b>SUPPORT SERVICES</b>	
72110	Attendance	\$101,157
72120	Health Services	\$77,252
72130	Guidance/Counselor Services	\$222,457
72210	Admin. Support Staff Services	\$577,353
72220	Special Ed Support Staff Services	\$115,237
72230	Vocational Support Staff Services	\$61,106
72250	Education Technology	\$311,897
72310	Board of Education	\$252,705
72320	Superintendent's Office	\$216,099
72410	Office of Principal	\$652,696
72510	Central Office	\$296,836
72610	Operation of Plant	\$781,667
72620	Maintenance of Plant	\$219,421
72710	Student Transportation	\$233,818
	<b>COMMUNITY SERVICES</b>	
73300	School Patrols	\$16,668
76100	Regular Capital Outlay	\$60,000
82130	Debt Service	\$271,200
	<b>TOTAL EXPENDITURES</b>	<b>\$10,842,446</b>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND BUDGET</b>	<b>EXPLANATION</b>		
<b>REGULAR EDUCATION INSTRUCTION</b>					
1	71100 116	Teachers	\$3,382,524	1	71 Certified teachers based on State salary schedule
2	71100 117	Career Ladder	\$7,050	2	Teachers that are eligible for career ladder
3	71100 128	Homebound	\$3,500	4	Homebound \$20.80 per hour
4	71100 163	Educational Assistants	\$179,638	4	9 teachers aides
5	71100 189	Other Salaries & Wages	\$4,703	5	Cafeteria monitors
6	71100 195	Substitute Teachers Certified	\$17,000	6	\$80 a day
7	71100 198	Substitute Teachers Non Certified	\$37,000	7	\$60 a day
8	71100 201	Social Security	\$221,937	8	Matching 6.20%
9	71100 204	State Retirement	\$354,247	9	Matching prof. 10.30% (cert.) 5.74% (noncert)
10	71100 206	### Life Insurance	\$15,744	10	Life & Disability
11	71100 207	Medical Insurance	\$571,145	11	Medical insurance
12	71100 208	Dental Insurance	\$18,956	12	Dental
13	71100 210	Unemployment Compensation	\$20,000	13	Covers cost of claims for unemployment
14	71100 212	Medicare	\$53,424	14	Matching medicare 1.45%
15	71100 429	Instructional Supplies & Materials	\$170,000	16	Instructional supplies & programs purchased for schools
16	71100 449	Textbooks	\$113,000	17	Purchase of new textbooks
17	71100 599	Other Charges	\$15,000	18	Grade books; registration cards; reading cards; alternative school supplies; teacher appreciation; academic awards mental health facility charges
<b>TOTAL REGULAR EDUCATION INSTRUCTION</b>			<b>\$5,184,868</b>		

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	GENERAL FUND BUDGET	EXPLANATION		
<b>SPECIAL EDUCATION INSTRUCTION</b>					
1	71200 116	Teachers	\$278,907	1	6 Special Ed Teachers
2	71200 163	Educational Assistants	\$176,642	2	10 full time aides, One Aide for deaf
3	71200 171	Speech Pathologist	\$51,236	3	one speech teacher
4	71200 195	Substitutes Certified	\$3,000	4	Special Ed Substitutes \$80/day
5	71200 198	Substitutes Non Certified	\$13,000	5	Special Ed Substitutes \$60/day
6	71200 201	Social Security	\$32,413	6	Matching 6.20%
7	71200 204	State Retirement	\$53,847	7	Matching prof. 10.3% (cert) 5.74% (noncert)
8	71200 206	Life Insurance	\$1,595	8	Life & Disability
9	71200 207	Medical Insurance	\$113,376	9	Medical insurance
10	71200 208	### Dental Insurance	\$1,939	10	Dental
11	71200 212	Medicare	\$7,580	11	Matching 1.45%
12	71200 399	Other contracted services	\$45,000	12	Contract with individual SLP
<b>TOTAL SPECIAL EDUCATION INSTRUCTION</b>			\$778,535		
			\$17,108.60		

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND BUDGET</u>	<u>EXPLANATION</u>		
<b>VOCATIONAL EDUCATION INSTRUCTION</b>					
1	71300 116	Teachers	\$294,442	1	6 Vocational Teachers
2	71300 195	Substitutes Certified	\$2,000	2	Certified subs \$80/day
3	71300 198	Substitutes Non Certified	\$5,500	3	Non certified subs \$60/day
4	71300 201	Social Security	\$18,720	4	Matching 6.20%
5	71300 204	State Retirement	\$30,328	5	Matching prof. 10.30%
6	71300 206	Life Insurance	\$1,578	6	Life & Disability
7	71300 207	Medical Insurance	\$38,243	7	Medical insurance
8	71300 208	Dental Insurance	\$1,693	8	Dental
9	71300 212	Medicare	\$4,270	9	Matching 1.45%
10	71300 429	### Instructional Supplies & Materials	\$14,700	10	Materials & Supplies for Voc. Teachers
<b>TOTAL VOCATIONAL ED INSTRUCTION</b>			\$411,474		
<b>TOTAL INSTRUCTIONAL EXPENDITURES</b>			\$6,374,877		

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND BUDGET</b>	<b>EXPLANATION</b>		
<b>SUPPORT SERVICES ATTENDANCE</b>					
1	72110 105	Attendance Supervisor	\$57,399	1	Attendance Supervisor
2	72110 201	Social Security	\$3,559	2	Matching 6.20%
3	72110 204	Retirement	\$3,295	3	Matching prof. 5.74%
4	72110 207	Medical	\$12,333	4	Medical insurance
5	72110 208	Dental Insurance	\$277	5	Dental
6	72110 212	Medicare	\$833	6	Matching 1.45%
7	72110 355	Travel	\$5,000	7	Travel Attendance Supervisor
8	72110 399	Other Contracted Services	\$866	8	Level Data
8	72110 399	Other Contracted Services	\$9,344	8	PowerSchool Attendance
8	72110 399	### Other Contracted Services	\$7,950	8	PowerSchool Online Enrollment
9	72110 499	Other Supplies & Materials	\$300	9	Materials for Attendance clerks
<b>TOTAL ATTENDANCE</b>			\$101,157		

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND BUDGET</u>	<u>EXPLANATION</u>		
<b>SUPPORT SERVICES HEALTH SERVICES</b>					
1	72120 131	Medical Personnel	\$55,476	1	Nurse
2	72120 201	Social Security	\$3,440	2	Matching 6.20%
3	72120 204	State Retirement	\$5,714	3	Matching prof. 10.30%
4	72120 206	Life Insurance	\$292	4	Life & Disability
5	72120 207	Medical	\$9,248	5	Medical
6	72120 208	Dental Insurance	\$277	6	Dental
7	72120 212	Medicare	\$805	7	Matching 1.45%
8	72120 413	Drugs & Medical Supplies	\$2,000	8	Tylenol, neosporian, bandaides, thermometers, cough drops cold packs, hot packs, plastic cups,self adherent wrap, latex gloves, antacid tablets, eye wash, sting relief
	###				
	<b>TOTAL HEALTH SERVICES</b>		<b>\$77,252</b>		

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND BUDGET</u>	<u>EXPLANATION</u>		
<b>SUPPORT SERVICES OTHER SERVICES</b>					
1	72130 123	Guidance Personnel	\$167,898	1	3 Guidance Counselors
2	72130 201	Social Security	\$10,410	2	Matching 6.20%
3	72130 204	State Retirement	\$17,294	3	Matching prof. 10.30%
4	72130 206	Life Insurance	\$884	4	Life & Disability
5	72130 207	Medical Insurance	\$19,690	5	medical
6	72130 208	Dental Insurance	\$846	6	dental
7	72130 212	Medicare	\$2,435	7	Matching 1.45%
8	72130 322	Evaluation & Testing	\$3,000	8	ACT testing
	###				
	<b>TOTAL OTHER SUPPORT SERVICES</b>		\$222,457		
	<b>TOTAL SUPPORT SERVICES</b>		\$400,866		

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND BUDGET</u>	<u>EXPLANATION</u>		
<b>SUPPORT SERVICES</b>					
<b>INSTRUCTIONAL STAFF</b>					
1	72210 105	Supervisor's	\$212,647	1	45% Title Supv.; 20% Sp Ed Supv & RLA Academic Coord., curriculum dir
2	72210 117	Career Ladder	\$3,000	2	Supervisors Career ladder
3	72210 124	Behavioral Specialist	\$23,264	3	30% behavior spec
4	72210 129	Librarians	\$130,965	4	3 Librarians; two full time, one part time
5	72210 201	Social Security	\$33,167	5	Matching 6.20%
6	72210 204	State Retirement	\$38,098	6	Matching prof. 10.30%
7	72210 206	Life Insurance	\$2,886	7	Life & Disability
8	72210 207	Medical Insurance	\$67,248	8	Medical insurance
9	72210 208	Dental Insurance	\$2,512	9	Dental policies
10	72210 212	### Medicare	\$5,363	10	Matching 1.45%
11	72210 355	Travel	\$4,000	11	Supervisor's & teacher's travel
12	72210-399	Contracted services	\$31,540	12	contract with City / 1/2 SRO salary
13	72210 432	Library Books	\$7,500	13	2,500 per school for library books
14	72210 524	In-Service/Staff Development	\$15,163	14	Materials & supplies for in-services
<b>TOTAL REGULAR SERVICES</b>			<b>\$577,353</b>		

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND BUDGET</u>	<u>EXPLANATION</u>
	<b>SUPPORT SERVICES</b>		
	<b>SPECIAL EDUCATION STAFF</b>		
1	72220 105 Supervisor	\$59,308	1 80% Special Ed supv salary
2	72220 117 Career Ladder	\$0	2 Career ladder
3	72220 201 Social Security	\$3,677	3 Matching 6.20%
4	72220 204 State Retirement	\$6,109	4 Matching prof. 10.30%
5	72220 206 Life Insurance	\$311	5 Life & Disability
6	72220 207 Medical Insurance	\$4,746	6 medical
7	72220 208 Dental Insurance	\$226	7 dental
8	72220 212 Medicare	\$860	8 Matching 1.45%
9	72220 399 Other contracted services	\$40,000	9 Special Ed OT, PT, Psychological services; residential facilities
	###		
	<b>TOTAL SPECIAL ED SERVICES</b>	\$115,237	

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND BUDGET</b>	<b>EXPLANATION</b>		
<b>SUPPORT SERVICES</b>					
<b>VOCATIONAL STAFF</b>					
<b>1</b>	72230 105	Supervisor	\$43,464	<b>1</b>	Vocational Director salary
<b>2</b>	72230 117	Career Ladder	\$1,000	<b>2</b>	Career Ladder
<b>3</b>	72230 201	Social Security	\$2,757	<b>3</b>	Matching 6.2%
<b>4</b>	72230 204	Retirement	\$4,580	<b>4</b>	Matching 10.30%
<b>5</b>	72230 206	Life Insurance	\$239	<b>5</b>	Life & Disability
<b>6</b>	72230 207	Medical Insurance	\$5,780	<b>6</b>	One policy
<b>7</b>	72230 208	Dental Insurance	\$141	<b>7</b>	Dental
<b>8</b>	72230 212	### Medicare	\$645	<b>8</b>	Matching 1.45%
<b>9</b>	72230 355	Travel	\$500	<b>9</b>	Vocational director & teacher's travel
<b>10</b>	72230 790	Vocational equipment	\$2,000	<b>10</b>	Vocational shop equipment repairs or upgrades
<b>TOTAL VOCATIONAL SERVICES</b>			\$61,106		

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND BUDGET</b>	<b>EXPLANATION</b>
<b>EDUCATION TECHNOLOGY</b>			
1 72250 105	Supervisor	\$43,464	1 Computer Tech Coordinator
2 72250 189	Other Salaries & Wages	\$29,088	2 Computer Tech Assistant
3 72250 201	Social Security	\$4,498	3 Matching 6.20%
4 72250 204	State Retirement	\$6,150	4 Matching 10.30%
5 72250 206	Life Insurance	\$237	5 Life & Disability
6 72250 207	Medical Insurance	\$11,713	6 medical
7 72250 208	Dental Insurance	\$141	7 dental
8 72250 212	### Medicare	\$1,052	8 Matching 1.45%
9 72250 336	Maintenance & Repair - Equipment	\$12,000	9 Maintenance on all computers
10 72250 350	Internet Connectivity	\$11,000	10 internet access
11 72250 355	Travel	\$2,000	11 Travel for Computer Coordinator & Assistant
12 72250 399	Other Contracted Services	\$43,054	12 Switch maintenance, microsoft agreement, contracted services
13 72250 435	Office Supplies	\$500	13 Supplies for Computer Coordinator
14 72250 471	Software	\$42,100	14 Antivirus software, School in sites, firewall, inventory software
15 72250 790	Data Processing Equipment	\$104,900	15 New desktops, laptops, printers, servers
<b>TOTAL EDUCATION TECHNOLOGY</b>		\$311,897	
<b>TOTAL SUPPORT SERVICES STAFF</b>		\$1,065,593	

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND BUDGET</b>	<b>EXPLANATION</b>	
<b>GENERAL ADMINISTRATION</b>				
<b>BOARD OF EDUCATION</b>				
1	72310 299	Other Fringe Benefits	\$40,000	1 Retired teachers Insurance
2	72310 299	OPEB Obligation	\$100,000	2 Retiring educators vacation/sick days bank
3	72310 305	Audit Services	\$34,080	3 Auditing Books
4	72310 320	Dues & Memberships	\$10,000	4 TSBA and other Board Dues
5	72310 331	Legal Services	\$8,000	5 Legal Services Performed
6	72310 355	Travel	\$11,000	6 Travel for Board Members
7	72310 506	Liability Insurance	\$525	7 Liability Coverage for all Board Members
8	72310 508	Premium on Corporate Surety Bonds	\$1,000	8 Bond on Central Office Personnel & School Secretaries
9	72310 510	Trustee Commission	\$8,000	9 Charge for County's handling of School Funds
10	72310 513	### Workmen's Compensation Insurance	\$26,000	10 Annual workers comp insurance
11	72310 599	Other Charges	\$14,100	11 New Employee drug testing, physicals and student athlete drug testing; board retreat expenses, election expenses
<b>TOTAL BOARD OF ED SERVICES</b>			\$252,705	

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND BUDGET</b>	<b>EXPLANATION</b>
<b>GENERAL ADMINISTRATION SUPERINTENDENT'S OFFICE</b>			
1 72320 101	Administration Officer	\$133,500	1 Superintendent's Salary
2 72320 201	Social Security	\$8,277	2 Matching 6.20%
3 72320 204	State Retirement	\$20,425	3 payment per contract
4 72320 206	Life Insurance	\$661	4 Life & Disability
5 72320 207	Medical Insurance	\$8,000	5 Medical Insurance
6 72320 208	Dental Insurance	\$300	6 Dental
7 72320 212	Medicare	\$1,936	7 Matching 1.45%
8 72320 302	Advertising	\$10,000	8 Advertising & Marketing
9 72320 307	Communication	\$15,000	9 Phone service for Central Office & cell phones
10 72320 320	### Dues & Memberships	\$6,000	10 TOSS, AIMS, TSSE, Rotary, TSPMA annual dues
11 72320 348	Postal Charges	\$2,000	11 Postage for Central Office
12 72320 355	Travel	\$10,000	12 Travel for Superintendent; moving expenses
	<b>TOTAL OFFICE OF SUPERINTENDENT</b>	\$216,099	
	<b>TOTAL GENERAL ADMINISTRATION</b>	\$468,804	

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND BUDGET</u>	<u>EXPLANATION</u>		
<b>SCHOOL ADMINISTRATION</b>					
<b>OFFICE OF PRINCIPAL</b>					
1	72410 104	Principals	\$329,727	1	Four Principals
2	72410 117	Career Ladder	\$3,000	2	Principal's & Assistant's Career Ladder
3	72410 119	Accountant/Bookkeeper	\$98,227	3	Bookkeeper's & secretaries all schools
4	72410 139	Assistant Principals	\$65,988	4	H.S. Assistant Principal
5	72410 201	Social Security	\$30,821	5	Matching 6.20%
6	72410 204	State Retirement	\$46,724	6	Matching prof. 10.30%
7	72410 206	Life Insurance	\$1,642	7	Life & Disability
8	72410 207	Medical Insurance	\$52,905	8	Seven policies
9	72410 208	Dental Insurance	\$1,385	9	dental insurance
10	72410 212	### Medicare	\$8,777	10	Matching 1.45%
11	72410 307	Communication	\$9,500	11	All schools phone service
12	72410 355	Travel	\$4,000	12	Principal's Travel
<b>TOTAL OFFICE OF PRINCIPAL</b>			\$652,696		

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND BUDGET</b>	<b>EXPLANATION</b>		
<b>SCHOOL ADMINISTRATION</b>					
<b>CENTRAL OFFICE SERVICES</b>					
1	72510 119	Accountant/Bookkeeper	\$66,097	1	Finance director salary
2	72510 161	Secretary	\$54,279	2	Secretary salary
3	72510 189	Other Salaries & Wages	\$88,191	3	90% payroll; 5% food service; 45% Title I secretary
4	72510 201	Social Security	\$12,852	4	social security 6.2%
5	72510 204	Retirement	\$11,972	5	Matching 5.74%
6	72510 207	Medical Insurance	\$26,364	6	medical insurance
7	72510 208	Dental Insurance	\$963	7	dental
8	72510 212	Medicare	\$3,025	8	Matching 1.45%
9	72510 355	Travel	\$500	9	Travel for central office staff
10	72510 399	### Other Contracted Services	\$16,593	10	A/P & Payroll software maintenance fee
11	72510 435	Office Supplies	\$4,500	11	Materials & Supplies for central office
12	72510 701	Administration Equipment	\$11,500	12	Copier lease, computer upgrades
<b>TOTAL CENTRAL OFFICE SERVICES</b>			\$296,836		

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND BUDGET</u>	<u>EXPLANATION</u>		
<b>OPERATION OF PLANT</b>					
1	72610 166	Custodial Personnel	\$226,624	1	9 custodians
2	72610 201	Social Security	\$14,051	2	Matching 6.20%
3	72610 204	Retirement	\$13,008	3	Matching 5.74%
4	72610 207	Medical Insurance	\$35,598	4	Medical insurance
5	72610 212	Medicare	\$3,286	5	Matching 1.45%
6	72610 359	Disposal Fees	\$21,000	6	Garbage pick up
7	72610 399	Other Contracted Services	\$22,100	7	Security/fire monitoring; service contracts
8	72610 410	Custodial Supplies	\$40,000	8	Paper supplies & Cleaning/chemical supplies
9	72610 415	Electricity	\$275,000	9	Electricity for all schools
10	72610 434	### Natural Gas	\$64,000	10	Natural Gas for all schools
11	72610 454	Water & Sewer	\$23,000	11	Water & sewer for all schools
12	72610 499	Other Supplies & Materials	\$44,000	12	Paint; plumbing parts; light bulbs/ballast; miscellaneous maintenance/custodial supplies
<b>TOTAL OPERATION OF PLANT</b>			\$781,667		

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND BUDGET</u>	<u>EXPLANATION</u>		
<b>MAINTENANCE OF PLANT</b>					
1	72620 167	Maintenance Personnel	\$81,085	1	1.5 system wide maintenance men
2	72620 201	Social Security	\$5,027	2	Matching 6.20%
3	72620 204	Retirement	\$5,296	3	Matching 5.74%
4	72620 207	Medical Insurance	\$11,560	4	medical insurance
5	72620 208	Dental Insurance	\$277	5	dental insurance
6	72620 212	Medicare	\$1,176	6	Matching 1.45%
7	72620 335	Maintenance & Repair - Buildings	\$37,000	7	plumbing services; parking lot/sidewalk repairs; roof repairs
8	72620 336	Maintenance & Repair - Equipment	\$30,000	8	Heat & Air unit replacements
9	72620 599	Other Charges	\$48,000	9	Lawn care all schools
	###				
	<b>TOTAL MAINTENANCE OF PLANT</b>		\$219,421		
	<b>TOTAL OPERATION &amp; MAINTENANCE PLANT</b>		\$1,950,620		

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND BUDGET</u>	<u>EXPLANATION</u>		
<b>STUDENT TRANSPORTATION</b>					
1	72710 146	Bus Drivers	\$87,330	1	Six Bus Drivers (1 sped)
2	72710 189	Other Salaries & Wages	\$45,835	2	Six Bus Monitors (1 sped)
3	72710 201	Social Security	\$7,433	3	Matching 6.20%
4	72710 204	Retirement	\$7,531	4	Matching 5.74%
5	72710 207	Medical Insurance	\$12,333	5	Medical
6	72710 208	Dental Insurance	\$125	6	Dental
7	72710 212	Medicare	\$1,931	7	Matching 1.45%
8	72710 299	Other Fringe Benefits	\$1,300	8	CDL Physicals for drivers
9	72710 338	Maintenance & Repair - Vehicles	\$45,000	9	Bus repairs (7500 sped)
10	72710 425	### Gasoline	\$25,000	10	Gasoline & diesel (4200 sped)
<b>TOTAL STUDENT TRANSPORTATION</b>			\$233,818		
<b>TOTAL SUPPORT SERVICES</b>			\$4,119,700		
<b>(Accounts 72110 - 72710)</b>					
<b>TOTAL OPERATING EXPENDITURES</b>			\$10,494,578		
<b>(Accounts 71100 - 72710)</b>					

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND BUDGET</u>	<u>EXPLANATION</u>
	<b>COMMUNITY SERVICES AFTER SCHOOL CHILD CARE AND SCHOOL PATROLS</b>		
	<b>School Patrols</b>		
1	73300-189 Other Salaries	\$13,618	1 3 School Patrols
2	73300-201 Social Security	\$845	2 Matching 6.20%
3	73300 204 Retirement	\$782	3 Matching 5.74%
4	73300 207 Medical Insurance	\$1,225	4 medical insurance
5	73300-212 Medicare	\$198	5 Matching 1.45%
	###		
	<b>TOTAL SCHOOL PATROLS</b>	<b>\$16,668</b>	

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND BUDGET</u>	<u>EXPLANATION</u>
<b>REGULAR CAPITAL OUTLAY</b>			
1 76100 707	Building Improvements	\$30,000	1 Building improvements
2 76100 799	Other Capital Outlay	\$30,000	2 Band Instruments & Supplies
<b>TOTAL REGULAR CAPITAL OUTLAY</b>		\$60,000	
<b>### TOTAL EXPENDITURES &amp; OTHER USES</b>		<b>\$10,571,246</b>	

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	GENERAL FUND BUDGET	EXPLANATION
<b>DEBT SERVICE</b>			
1	82130 601	Principal on Bonds	180,000
2	82130 603	Interest on Bonds	90,000
1	Loan principal payment		2
2	interest paid on loan		
<b>TOTAL DEBT SERVICE</b>		\$270,000	
###			
<b>GRAND TOTAL EXPENDITURES</b>		<b>\$10,841,246</b>	

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in August</b>	Descriptor Term: <b>Emergency Closings</b>	Descriptor Code: <b>1.8011</b>	Issued Date:
		Rescinds:	Issued:

## 1 *General*

2 The Board authorizes the Director of Schools to close schools in the event of hazardous weather, a public  
3 health emergency, or any other emergency which presents a threat to the safety of students, staff  
4 members, or school property.<sup>1</sup>

5 As soon as the decision to close schools is made, the Director of Schools will notify the public media  
6 and request that an announcement be made.

7 If school is not in session or is dismissed early due to snow or inclement weather, the Director of Schools  
8 in consultation with the principal(s) of the impacted school(s) shall determine if all scheduled activities  
9 in which students are involved shall be postponed or cancelled.

## 10 **EMPLOYEE RESPONSIBILITIES**

11 In the event of an emergency that requires closure of a school building, group of schools, or the entire  
12 district, the Director of Schools is authorized to continue to pay employees who are not able to physically  
13 report for duty as a result. These employees shall receive their regular wages. Such payments shall not  
14 exceed the number of days budgeted for each employee.

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### Legal References

1. TCA 49-6-3004(e)(1); TRR/MS 0520-01-02-.31(1)(a)(1)(i); TCA 58-2-101; Public Acts of 2021, Chapter No. 96

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### Cross References

Emergency Preparedness Plan 3.202  
Telework During Emergencies 5.1151

# Humboldt City Board of Education

Monitoring:  <b>Review: Annually, in September</b>	Descriptor Term:  <h2 style="text-align: center;">Bids and Quotations</h2>	Descriptor Code: <h3 style="text-align: center;">2.806</h3>	Issued Date:  
		Rescinds:	Issued:

1 All purchases of supplies, materials, equipment, and contractual services in excess of twenty-five  
 2 thousand dollars (\$25,000), including those of individual schools, shall be based on competitive bids.<sup>1</sup>  
 3 These bids shall be solicited by advertisement in a newspaper of general circulation within the school  
 4 district. The purchasing agent shall advertise for bids and receive quotations. The advertisement may be  
 5 waived by the purchasing agent in an emergency.<sup>2</sup>

6 All purchases of twenty-five thousand dollars (\$25,000) or less, including those of individual schools,  
 7 may be made in the open market without newspaper notice but shall, whenever possible, be based on at  
 8 least three (3) competitive bids.<sup>2</sup>

9 The lowest and/or best bid shall be accepted, provided the purchaser reserves the right to reject any or  
 10 all bids or any part of any bid, and if applicable, to accept the bid which is best as evidenced by reasons  
 11 relative to the purpose of the purchase.<sup>3</sup> Any bid may be withdrawn prior to the scheduled time for the  
 12 opening of bids. Any bid received after the time and date specified shall not be considered.

13 The bidder to whom the award is made may be required to enter into a written contract.

14 The practice of splitting an order or dividing items to be purchased in order to avoid the use of bidding  
 15 or other purchasing procedures is strictly prohibited.

## 16 EXEMPTIONS FROM COMPETITIVE BIDDING

17 Contracts for legal services, educational consultants, and similar services by professional persons or  
 18 groups of high ethical standards shall not be based upon competitive bids but shall be awarded on the  
 19 basis of recognized competence and integrity.<sup>4</sup>

20 Insurance purchased through a plan authorized and approved by an organization of governmental  
 21 entities representing cities and counties shall also be exempted.<sup>5</sup>

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### Legal References

1. TCA 49-2-203(a)(3); Public Acts of 2021, Chapter No. 310
2. TCA 49-2-203(a)(3)(A)-(B); TCA 49-2-206(b)(2)
3. TCA 49-2-203(a)(3)(C)
4. TCA 12-3-1209; TCA 12-4-107
5. TCA 29-20-407

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### Cross References

- Executive Committee 1.301
- Consultants 1.303
- Conflict of Interest 5.601

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term:  <b>Security</b>	Descriptor Code: <b>3.205</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

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

2 The Director of Schools shall establish procedures to protect school property which shall include, but  
3 not be limited to:

- 4 1. Closing and securing teacher work areas when left unattended or at the end of the day;
- 5 2. Denying students permission to use the classrooms, laboratories, gymnasiums, or other school  
6 facilities or equipment without appropriate supervision;
- 7 3. Controlling the issuance of keys;
- 8 4. Developing programs that contribute to the proper care and use of school facilities and  
9 equipment; and
- 10 5. Ensuring that equipment purchased with federal funds is managed as directed by federal law.<sup>2</sup>

11 The principal shall call law enforcement officials in cases involving illegal entry, building damage, theft,  
12 or vandalism. The principal shall notify the Director of Schools as soon as practical, but no longer than  
13 twenty-four (24) hours, after a case of vandalism, theft, building damage, and/or illegal entry. The  
14 Director of Schools/designee is authorized to sign a criminal complaint and press charges. The Director  
15 of Schools shall report all signing of such complaints to the Board.

16 **LAW ENFORCEMENT SERVICES**<sup>1</sup>

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

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

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

- 1 participate in a minimum of sixteen (16) hours of training specific to school policing. All training  
 2 programs shall be approved by the Peace Officers Standards and Training Commission.<sup>3</sup>
- 3 3. Any SRO assigned under the MOU remains an employee of the law enforcement agency and is  
 4 subject to that agency's direction, control, supervision, and discipline.
- 5 4. No SRO shall be assigned to a school, or continue in such an assignment, without the consent of  
 6 the Director of Schools.
- 7 5. In the event that more than one (1) SRO is assigned to a school district, the law enforcement  
 8 agency shall designate one (1) of the SROs as the senior SRO. The duties of the senior SRO shall  
 9 include, but not be limited to, the following:
- 10 a. Representing and carrying out the policies of the law enforcement agency assigning the  
 11 SROs;
- 12 b. Supervising the SROs in the performance of their duties;
- 13 c. Consulting with the Director of Schools regarding the best use of the available resources  
 14 for school policing; and
- 15 d. Resolving disputes between the SROs and students or staff members.
- 16 6. The MOU may be effective for any length of time, including continuing until terminated by the  
 17 parties, and may contain any reasonable notice requirement for the termination of the MOU.  
 18 However, the MOU shall contain a provision allowing the Director of Schools to suspend the  
 19 active participation of any SROs in the event that the Director of Schools believes that such  
 20 suspension is best for the health, safety, or wellbeing of the students or staff members.

## 21 **CYBERSECURITY<sup>4</sup>**

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

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### Legal References

1. TCA 49-6-805(3)
2. 2 CFR § 200.313
3. TCA 49-6-4217
4. Public Acts of 2021, Chapter No. 335

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### Cross References

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

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term: <b>New Project Planning</b>	Descriptor Code: <b>3.211</b>	Issued Date:
		Rescinds:	Issued:

## 1 SELECTION OF ARCHITECT<sup>1</sup>

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

## 4 SELECTION OF ENGINEER<sup>1</sup>

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

## 7 SITE SELECTION

8 The Board shall have sole discretion with choosing sites for construction.<sup>2</sup> When determining where to  
9 begin new projects, the Board shall consider the current and future populations of the area, transportation  
10 routes, and accessibility to utilities.

## 11 BUILDING ACCESSIBILITY<sup>3</sup>

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

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### Legal References

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

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term: <h2 style="text-align: center;">Access to Private Facilities</h2>	Descriptor Code: <b>3.220</b>	Issued Date:
		Rescinds:	Issued:

- 1 Students, employees, or teachers may request reasonable accommodations if they desire greater
- 2 privacy when using multi-occupancy restrooms or changing facilities located in the school building or
- 3 when using multi-occupancy sleeping quarters while attending a school-sponsored activity.<sup>1</sup>
  
- 4 Such requests shall be submitted in writing to the principal, and any appeals regarding the principal's
- 5 decision shall be in accordance with state law.<sup>1</sup>
  
- 6 The Director of Schools shall develop an administrative procedure on access to private facilities.

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Legal References

1. Public Acts of 2021, Chapter No. 452

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term: <b>Instructional Standards</b>	Descriptor Code: <b>4.101</b>	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Board is charged with selection of the curriculum. No subjects or topics prohibited by state or  
3 federal law shall be taught.<sup>1</sup> The Director of Schools shall develop administrative procedures to  
4 implement this policy.

5 **STATE STANDARDS<sup>2</sup>**

6 Only Tennessee state standards shall be taught within the school district. The following are prohibited:

- 7 1. Instructional materials, textbooks, or supplemental materials created to align exclusively with  
8 Common Core; or  
9  
10 2. Instructional materials, textbooks, or supplemental materials that are marketed or otherwise  
11 identified as Common Core textbooks or instructional materials.

12 **CURRICULUM AND INSTRUCTIONAL PROGRAMMING**

13 All curriculum and instructional programming implemented in the school district shall adhere to state  
14 and federal laws. District employees shall not include or promote any concepts that would violate state  
15 law when providing instruction, using instructional or supplemental materials, or when implementing  
16 the instructional program and curriculum.<sup>1</sup>

17 The Director shall develop procedures to ensure that the district's instructional program complies with  
18 state law.

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Legal References

1. Public Acts of 2021, Chapter No. 205; Public Acts of 2021, Chapter No. 281; Public Acts of 2021, Chapter No. 471; Public Acts of 2021, Chapter No. 493
2. TCA 49-1-302(a)(8); TCA 49-1-314

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Cross References

Controversial Issues 4.800  
Controversial Materials 4.801

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Family Life Education</b>	Descriptor Code: <b>4.213</b>	Issued Date:
		Rescinds:	Issued:

1 *General*

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

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

7 **FAMILY LIFE INSTRUCTION**

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

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

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

#### 4        **TRAINING ON INSTRUCTION**

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

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#### Legal References

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

# Humboldt City Board of Education

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

## 1 *General*

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

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

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

## 19 **INSURANCE & PHYSICAL EXAMINATIONS**

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

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

## 28 **SCHEDULING CONFLICTS**

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

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

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

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

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

#### 13 **PROHIBITION AGAINST HAZING**

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

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#### Legal References

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

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#### Cross References

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

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term: <b>Graduation Requirements</b>	Descriptor Code: <b>4.605</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 *General*

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

3 Before high school graduation, every student shall:<sup>1</sup>

4 1. Achieve the specified twenty-four (24) units of credit (Humboldt City Schools requirement);

5  
6 2. Take the required end-of-course exams;

7  
8 3. Have satisfactory records of attendance and conduct;

9  
10 4. Take the ACT or SAT prior to graduation;<sup>2</sup> and

11  
12 5. Pass a United States civics test.<sup>3</sup>

13 **SPECIAL EDUCATION STUDENTS<sup>4</sup>**

14 Special education students who earn the prescribed twenty-two (22) credit minimum shall be awarded a  
15 regular high school diploma.

16 Students who have received the below diplomas shall continue to make progress towards a regular high  
17 school diploma until the end of the school year in which they turn twenty-two (22) years old.

18 *Special Education Diploma*

19 A special education diploma shall be awarded to students who have not met the requirements for a regular  
20 high school diploma but have:<sup>5</sup>

21 1. Completed four (4) years of high school;

22  
23 2. Made satisfactory progress on their IEP; and

24  
25 3. Maintained satisfactory records of attendance and conduct.

### 1 *Occupational Diploma*

2 Special education students who do not meet the requirements for a regular high school diploma may be  
3 awarded an occupational diploma if the student has:<sup>1,4</sup>

- 4 1. Completed at least four (4) years of high school;
- 5
- 6 2. Made satisfactory progress on their IEP;
- 7
- 8 3. Maintained satisfactory records of attendance and conduct;
- 9
- 10 4. Completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment  
11 (SKEMA); and
- 12
- 13 5. Has two (2) years of paid or non-paid work experience.

14 The decision to attain an occupational diploma shall be made at the conclusion of the student's 10<sup>th</sup> grade  
15 year or two (2) academic years prior to the expected graduation date.

### 16 *Alternate Academic Diploma*

17 Special education students who do not meet the requirements for a regular high school diploma may be  
18 awarded an alternate academic diploma if the student has:<sup>4</sup>

- 19 1. Completed at least four (4) years of high school;
- 20
- 21 2. Participated in the high school alternate assessment;
- 22
- 23 3. Earned the prescribed twenty-two (22) credit minimum;
- 24
- 25 4. Made satisfactory progress on their IEP;
- 26
- 27 5. Maintained satisfactory records of attendance and conduct; and
- 28
- 29 6. Completed a transition assessment that measures postsecondary education and training,  
30 employment, independent living, and community involvement.

### 31 **STUDENT LOAD**

32 All full time students in grades 9-12 shall be enrolled each semester in subjects that produce a minimum  
33 of six (6) units of credit for graduation per year. Students with hardships and gifted students may appeal  
34 this requirement to the Director of Schools and then to the Board.<sup>6</sup>

### 35 **EARLY GRADUATION<sup>7</sup>**

36 High school students shall be permitted to complete an early graduation program. Students intending to  
37 graduate early shall inform the school principal of this intent prior to the beginning of 9<sup>th</sup> grade or as  
38 soon thereafter as the intent is known.

- 1 In order to graduate early, students shall meet the following requirements:
- 2 1. Earn the required seventeen (17) credits;
  - 3
  - 4 2. Achieve a benchmark score for each required end-of-course exam;
  - 5
  - 6 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
  - 7
  - 8 4. Meet the minimum ACT or SAT benchmark score;
  - 9
  - 10 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
  - 11
  - 12 6. Complete at least two (2) types of the following courses:
  - 13
  - 14 a. AP;
  - 15 b. IB;
  - 16 c. Dual enrollment; or
  - 17 d. Dual credit.
- 18 The Director of Schools shall develop administrative procedures to ensure that the early graduation  
19 program is conducted in accordance with state law.

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Legal References

1. TCA 49-6-6001; State Board of Education Policy 2.103;  
TRR/MS 0520-01-03-.06
2. TCA 49-6-6001(b); State Board of Education Policy 2.103
3. TCA 49-6-408; State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06; State Board of Education Policy  
2.103
5. TCA 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.06
7. TCA 49-6-8103; State Board of Education Policy 2.103;  
Public Acts of 2021, Chapter No. 493

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Cross References

Class Size Ratios 4.201  
Alternative Credit Options 4.209  
Honor Roll, Awards, & Class Ranking 4.602

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term: <b>Testing Programs</b>	Descriptor Code: <b>4.700</b>	Issued Date: <a href="#">Click here to enter a date.</a>
		Rescinds:	Issued:

1 *General*

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

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

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

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

1 State-mandated student testing programs shall be undertaken in accordance with guidelines published  
2 by the State Department of Education.<sup>3</sup>

### 3 **WEIGHTING TCAP SCORES**

4 TNReady<sup>4</sup> and EOC<sup>5</sup> scores shall be included in students' final grades as follows:

- 5 1. Grades 3-5 - 25% of the final nine weeks' average for the year.
- 6 2. Grades 6-8 - 25% of the final nine weeks' average for the year.
- 7 3. Grades 9-12 - 25% of the final nine weeks' average for the spring EOC.

8 The Humboldt City School System shall use the following methodology: cube root.

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

### 11 **INTEREST INVENTORIES AND CAREER ASSESSMENTS<sup>6</sup>**

12 Interest inventories shall be made available to 7<sup>th</sup> graders. These will include assessments such as the  
13 Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, or the College Board Career Finder.

14 Career aptitude assessments shall be administered to 8<sup>th</sup> graders in order to inform the student's high  
15 school plan of study. Upon receiving the results from these assessments, the school shall provide students  
16 with information on any available career and technical education opportunities in which the student is  
17 eligible to participate in.

### 18 **TESTING INFORMATION AND PARENTAL CONSENT**

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

22 Results of all group tests shall be recorded on students' permanent records and shall be made available  
23 to appropriate personnel in accordance with established board policies.<sup>7</sup>

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

- 27 1. The name of the test;
- 28
- 29 2. The purpose and use of the test;
- 30
- 31 3. The grade or class in which the test will be administered;
- 32
- 33 4. The tentative date or dates that the test will be administered;
- 34

- 1 5. The time and manner in which parent(s)/guardian(s) and students will be notified of the results
  - 2 of the test;
  - 3
  - 4 6. How parent(s)/guardian(s) can access the questions and answers on their student's state-
  - 5 required tests; and
  - 6
  - 7 7. If a board mandated test, how the test complements and enhances student instruction and
  - 8 learning and how it serves a purpose distinct from state-required tests.
- 9 Testing information shall also be placed in student handbooks or other school publications that are
- 10 provided to parent(s)/guardian(s) on an annual basis.

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**Legal References**

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(11)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.03(11)(e); State Board of Education Policy 2.103; TCA 49-1-617
6. TCA 49-6-412; Public Acts of 2021, Chapter No. 271
7. TCA 10-7-504(a)(4)(A)
8. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103

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**Cross References**

- Student Surveys, Analyses, and Evaluations 6.4001  
Student Records 6.600

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Application and Employment</b>	Descriptor Code: <b>5.106</b>	Issued Date:
		Rescinds:	Issued:

## 1 APPLICATION

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

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

11 Any costs incurred by the Tennessee Bureau of Investigation to perform these background checks and  
12 fingerprinting shall be paid by the applicant. The Board shall not reimburse the applicant if the  
13 applicant accepts a position as a teacher, school maintenance employee, food service employee,  
14 transportation employee, or any other non-certified position.<sup>4</sup> Substitute teachers shall not be  
15 reimbursed for drug screening, criminal history checks, and fingerprinting.

### 16 *Professional Employees*

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

22 No person shall be employed:

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

- 1 5. Who refuses to take and subscribe to an oath to support the Constitution of the State of
- 2 Tennessee and of the United States of America;<sup>9</sup>
- 3 6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
- 4 employment for cause; or
- 5 7. Who does not receive a satisfactory background check.<sup>10</sup>

#### 6 *Support Employees*

7 No person shall be employed:

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

#### 19 **EMPLOYMENT**

20 After checking references and receiving written recommendations, the Director of Schools shall hire

21 and assign qualified applicants.

#### 22 *Initial Employment for Professional Employees*

23 The Director of Schools shall notify such person, in writing, of the offer and conditions of

24 employment. Upon receipt of employment notification, such person shall respond within the timeline

25 established by state law.<sup>12</sup> From the date of the written acceptance, such person is considered to be

26 under employment with the district and is subject to all rights, privileges, and duties.

#### 27 *Support Employees*

28 After checking references and receiving written recommendations from principals and/or supervisors,

29 the Director of Schools shall hire and assign qualified applicants.

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**Legal References**

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

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**Cross References**

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

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Qualifications and Duties of the Director of Schools</b>	Descriptor Code: <b>5.802</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

## 1 **QUALIFICATIONS**

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

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

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

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

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

## 18 **ESSENTIAL FUNCTIONS**

### 19 *General Administrative*

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

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

## 12 *Financial Management*

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

## 22 *Personnel Administration*

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

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

#### 10 *Instructional Leadership*

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

#### 25 *Community/Public Relations*

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

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

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

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

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

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

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Legal References

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

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Cross References

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

# Humboldt City Board of Education

Monitoring: <b>Review: Annually in January</b>	Descriptor Term:  <b>Teacher Tenure</b>	Descriptor Code: <b>5.117</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

## 1 *General*

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

## 4 **TENURE ELIGIBILITY<sup>2</sup>**

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

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

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

## 24 **ACQUISITION OF TENURE STATUS**

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

27 The following additional guidelines shall apply:

- 28 1. The Director of Schools will recommend teachers eligible for tenure at a board meeting in ample  
29 time to send notice of non-renewal to each teacher not recommended for tenure within five (5)

1 business days following the last instructional day for the school year.<sup>5</sup>

2

3 2. The decision to grant tenure is solely within the discretion of the Board.<sup>6</sup> Only those teachers who  
4 receive a majority vote of the membership of the Board will be granted tenure.<sup>7</sup>

5

6 3. A teacher who is eligible for tenure, but tenure is denied by the Board, shall not be rehired beyond  
7 the current contract year.<sup>4</sup>

## 8 **TEACHER RETURNING TO EMPLOYMENT**

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

## 14 **TEACHER TRANSFERRING FROM ANOTHER SCHOOL DISTRICT<sup>9</sup>**

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

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

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

## 24 **TEACHER RETURNING TO PROBATIONARY STATUS<sup>10</sup>**

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

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

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

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Legal References

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

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Cross References

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

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Separation Practices for Tenured Teachers</b>	Descriptor Code: <b>5.200</b>	Issued Date:
		Rescinds:	Issued:

## 1 **SUSPENSION PENDING AN INVESTIGATION<sup>1</sup>**

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

## 9 **SUSPENSION OF THREE DAYS OR LESS<sup>2,3</sup>**

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

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

## 19 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS<sup>4</sup>**

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

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

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

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

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

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

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

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

## 24 **RESIGNATION**

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

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

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

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

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

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

#### 4 **RETIREMENT**

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

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

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

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

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

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Legal References

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

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Cross References

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

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Separation Practices for Non- Tenured Teachers</b>	Descriptor Code: <b>5.201</b>	Issued Date:
		Rescinds:	Issued:

## 1 **SUSPENSION PENDING AN INVESTIGATION<sup>1</sup>**

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

## 9 **SUSPENSION OF THREE DAYS OR LESS<sup>2</sup>**

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

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

## 19 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS<sup>2</sup>**

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

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

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

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

1           3. Examine all witnesses; and

2

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

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

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

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

16           1. Sustain the decision;

17

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

19

20           3. Revise the penalty or reverse the decision.

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

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

## 27 **NONRENEWAL**

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

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

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

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

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

### 3   **RESIGNATION**

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

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

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

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

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

### 21   **RETIREMENT**

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

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

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

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

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

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

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**Legal References**

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

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**Cross References**

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

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term:  <b>Attendance</b>	Descriptor Code: <b>6.200</b>	Issued Date:
		Rescinds:	Issued:

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 or fails to maintain satisfactory academic progress.<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

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

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

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

## 22 **TRUANCY**

23 Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that  
24 attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled  
25 school day in order to be counted present. Students may attend part-time days, alternating days, or for a  
26 specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be  
27 considered present for school attendance purposes. If a student is required to participate in a remedial  
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>

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

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

34 Tier I of the progressive truancy plan shall apply to all students within the district and include schoolwide  
35 prevention-oriented supports to assist with satisfactory attendance. These supports shall include, but are  
36 not limited to, a signed attendance agreement by the parent/guardian of all students during the  
37 registration process.

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

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

18 Tier III shall be implemented if the truancy interventions under Tier II are unsuccessful. These  
19 interventions shall be determined by a team formed at each school. The interventions shall address  
20 students' needs in an age-appropriate manner. Finalized plans shall be approved by the Director of  
21 Schools/designee.

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

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

- 29 1. Student's name and personal identification number;  
30
- 31 2. Student's grade;  
32
- 33 3. The dates of the student's absence;  
34
- 35 4. The reason for the student's absence; and  
36
- 37 5. The signatures of the student and parent/guardian.

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

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

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

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

9 Upon submission of the student's transcript from the entity that provided the released time course, the  
10 student may be awarded one-half (1/2) unit of elective credit. The Director of Schools shall develop  
11 procedures with secular criteria for determining whether credit shall be awarded.]

## 12 **MAKE-UP WORK**

13 Students with excused or unexcused absences shall have the opportunity to make up missed work;  
14 however, it is the student's responsibility for contacting and arranging for makeup work in each class  
15 or subject matter. Each school principal may set an appropriate time limit for makeup work.

## 16 **STATE-MANDATED ASSESSMENT**

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

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

## 23 **CREDIT/PROMOTION DENIAL**

24 Credit/promotion denial determinations may include student attendance; however, student attendance  
25 may not be the sole criterion.<sup>11</sup> If attendance is a factor prior to credit/promotion denial, the following  
26 shall occur:

- 27 1. The student and the parent(s)/guardian(s) shall be advised if the student is in danger of  
28 credit/promotion denial due to excessive absenteeism; and  
29
- 30 2. Procedures in due process are available to the student when credit or promotion is denied.

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

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

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

#### 4 ATTENDANCE HEARING<sup>12</sup>

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

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

17 Within five (5) school days of the Director of Schools/designee rendering a decision, the student's  
 18 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.  
 19 Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee.  
 20 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; Public Acts of 2021, Chapter No. 223
9. TCA 49-6-3022
10. TCA 49-2-130
11. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
12. TRR/MS 0520-01-02-.17(7)

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#### 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

# Humboldt City Board of Education

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

1 *General*

2 A home school is a school conducted or directed by parent(s)/guardian(s) for their own children. Home  
 3 schools which teach grades K-12 where the parent(s)/guardian(s) are associated with an organization  
 4 that conducts church-related schools<sup>1</sup> are exempt from the following provisions but shall follow  
 5 procedures issued by the State Department of Education.

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

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

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

#### 4 **FACILITIES USE**

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

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

#### 16 **RECORD ACCEESS**

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

#### 20 **STUDENT PERFORMANCE<sup>6</sup>**

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

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#### Legal References

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

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#### Cross References

Compulsory Attendance Ages 6.201

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Alternative Education</b>	Descriptor Code: <b>6.319</b>	Issued Date:
		Rescinds:	Issued:

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

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

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

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

## 13 **ASSIGNMENT**

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

- 18 1. Level of supervision available;
- 19
- 20 2. Safety considerations; and
- 21
- 22 3. Type of infraction.

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

- 25 1. A zero tolerance offense;<sup>4</sup> or
- 26
- 27 2. An offense of violence or threatened violence, or an offense that threatened the safety of other  
28 students at the school, if the location of the alternative school or program is on the same grounds  
29 as the school from which the student was disciplined.<sup>5</sup>

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

1 Prior to the assignment of the student to the alternative school or program, the Director of  
 2 Schools/designee shall provide written notice to the student's parent/guardian stating the reason for the  
 3 student's placement.<sup>6</sup>

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

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

## 12 **REMOVAL**<sup>8</sup>

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

- 14 1. He/she violates the rules of the alternative school or program; or
- 15
- 16 2. He/she is not benefitting from the assignment and all interventions have been exhausted
- 17 unsuccessfully.

## 18 **ADDITIONAL OFFENSES**<sup>9</sup>

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

## 22 **TRANSITION PLAN**<sup>10</sup>

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

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### Legal References

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

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### Cross References

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

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

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Physical Examinations and Immunizations</b>	Descriptor Code: <b>6.402</b>	Issued Date:
		Rescinds:	Issued:

## 1 **PHYSICAL EXAMINATIONS<sup>1</sup>**

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

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

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

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

## 14 **IMMUNIZATIONS**

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

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

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

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

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Legal References

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

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Cross References

Promoting Student Welfare 6.400

# Humboldt City Board of Education

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term:  <b>Code of Conduct</b>	Descriptor Code: <b>6.300</b>	Issued Date:
		Rescinds:	Issued:

1 The Board delegates to the Director of Schools the responsibility of developing specific codes of  
2 conduct which are appropriate for each level of school.<sup>1</sup> Codes of conduct for students in pre-  
3 kindergarten or kindergarten shall utilize alternative disciplinary practices such as RTI<sup>2</sup>B, behavior  
4 intervention plan and trauma informed practices. Exclusionary discipline shall only be used as a  
5 measure of last resort.<sup>2</sup> The development of each code shall involve principals and staff members of  
6 each level and shall be based on evidence-based behaviors supports and interventions.<sup>3</sup>

7 The following levels of misbehavior and disciplinary procedures and options are standards designed to  
8 protect all members of the educational community in the exercise of their rights and duties and to  
9 maintain a safe learning environment where orderly learning is possible and encouraged.<sup>4</sup> These  
10 misbehaviors apply to student conduct on school buses, on school property, and while students are on  
11 school-sponsored outings. Staff members have the authority to enforce the code of conduct<sup>3</sup> and shall  
12 ensure that disciplinary measures are implemented in a manner that:<sup>5</sup>

- 13 1. Balances accountability with an understanding of traumatic behavior;
- 14
- 15 2. Teaches school and classroom rules while reinforcing that violent or abusive behavior is not  
16 allowed at school;
- 17
- 18 3. Minimizes disruptions to education with an emphasis on positive behavioral supports and  
19 behavioral intervention plans;
- 20
- 21 4. Creates consistent rules and consequences; and
- 22
- 23 5. Models respectful, non-violent relationships.

24 In order to ensure that these goals are accomplished, the school district shall utilize the following  
25 trauma-informed discipline practices: restorative practices, RTI<sup>2</sup>B, multi-tiered system of supports,  
26 behavior intervention plans and trauma informed practices. Principals shall use appropriate discipline  
27 management techniques when enforcing the code of conduct.

## 28 **MISBEHAVIORS: LEVEL I**

29 This level includes minor misbehavior on the part of the student which impedes orderly classroom  
30 guidelines or interferes with the orderly operation of the school but which can usually be handled by an  
31 individual staff member.

32 *Examples (not an exclusive listing)*

- 1 • Classroom disturbances
- 2 • Classroom tardiness
- 3 • Cheating and lying
- 4 • Abusive language
- 5 • Failure to do assignments or carry out directions
- 6 • Wearing, while on the grounds of a public school during the regular school day,
- 7 clothing that exposes underwear or body parts in an indecent manner that disrupts the
- 8 learning environment<sup>6</sup>
- 9 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 10 cyber-bullying, and/or hazing)

#### 11 *Disciplinary Procedures*

- 12 • The staff member intervenes immediately.
- 13 • The staff member determines what offense was committed and its severity.
- 14 • The staff member determines who committed the offense and if the student understands
- 15 the nature of the offense.
- 16 • The staff member employs appropriate disciplinary options.
- 17 • The record of the offense and disciplinary action shall be maintained by the staff
- 18 member.

#### 19 *Disciplinary Options*

- 20 • Verbal reprimand
- 21 • Special assignment
- 22 • Restricting activities
- 23 • Counseling
- 24 • Withdrawal of privileges
- 25 • Issuance of demerits
- 26 • Strict supervised study
- 27 • Detention
- 28 • In-school suspension
- 29 • Behavior intervention plan

#### 30 **MISBEHAVIORS: LEVEL II**

31 This level includes misbehavior whose frequency or seriousness tends to disrupt the learning climate of  
32 the school. These misbehaviors do not represent a direct threat to the health and safety of others but  
33 have educational consequences serious enough to require corrective action on the part of  
34 administrative personnel.

#### 35 *Examples (not an exclusive listing)*

- 36 • Continuation of unmodified Level I misbehaviors
- 37 • Using forged notes or excuses
- 38 • Disruptive classroom behavior

1            *Disciplinary Procedures*

- 2            • The student is referred to the principal for appropriate disciplinary action.
- 3            • The principal meets with the student and the staff member.
- 4            • The principal hears the accusation made by the staff member and allows the student the
- 5            opportunity to explain his/her conduct.
- 6            • The principal takes appropriate disciplinary action and notifies the staff member of the
- 7            action.
- 8            • The record of offense and disciplinary action shall be maintained by the principal.

9            *Disciplinary Options*

- 10           • Teacher/schedule change
- 11           • Peer counseling
- 12           • Referral to outside agency
- 13           • In-school suspension
- 14           • Transfer
- 15           • Detention
- 16           • Suspension from school-sponsored activities or from riding school bus
- 17           • Out-of-school suspension
- 18           • Behavior intervention plan

19    **MISBEHAVIORS: LEVEL III**

20    This level includes acts directly against persons or property but whose consequences do not seriously

21    endanger the health or safety of others in the school.

22            *Examples (not an exclusive listing)*

- 23           • Continuation of unmodified Level I and II misbehaviors
- 24           • Fighting
- 25           • Vandalism (minor)
- 26           • Use, possession, sale, distribution, and/or being under the influence of tobacco or
- 27           alcohol
- 28           • Use, possession, sale, or distribution of drug paraphernalia
- 29           • Use, sale, distribution, and/or being under the influence of drugs
- 30           • Stealing
- 31           • Threats to others
- 32           • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 33           cyber-bullying, and/or hazing)

34            *Disciplinary Procedures*

- 35           • The student is referred to the principal for appropriate disciplinary action.
- 36           • The principal meets with the student and the staff member.

- 1           • The principal hears the accusation and allows the student the opportunity to explain
- 2           his/her conduct.
- 3           • The principal takes appropriate disciplinary action and notifies the staff member of the
- 4           action.
- 5           • The principal may refer the incident to the Director of Schools and make
- 6           recommendations for consequences.
- 7           • The record of offense and disciplinary action shall be maintained by the principal.

#### 8           *Disciplinary Options*

- 9           • In-school suspension
- 10          • Detention
- 11          • Restitution from loss, damage, or stolen property
- 12          • Out-of-school suspension
- 13          • Social adjustment classes
- 14          • Transfer
- 15          • Behavior intervention plan

#### 16        **MISBEHAVIORS: LEVEL IV**

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

21        If a student's action poses a threat to the safety of others in the school, a teacher, principal, school  
 22        employee, or school bus driver may use reasonable force when necessary to prevent bodily harm or  
 23        death to another person.<sup>7</sup>

#### 24        *Examples (not an exclusive listing)*

- 25          • Continuation of unmodified Level I, II, and III misbehaviors
- 26          • Death threat
- 27          • Extortion
- 28          • Bomb threat
- 29          • Possession, use, and/or transfer of dangerous weapons
- 30          • Assault that results in bodily injury upon any teacher, principal, administrator, any other
- 31          employee of the school, or a school resource officer\*
- 32          • Aggravated assault\*
- 33          • Vandalism
- 34          • Theft, possession, and/or sale of stolen property
- 35          • Arson
- 36          • Possession of unauthorized substances (e.g., any controlled substance, controlled
- 37          substance analogue, or legend drug)\*
- 38          • Use or transfer of unauthorized substances

- 1           • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,  
2           cyber-bullying, and/or hazing)  
3           • Electronic threat to cause bodily injury or death to another student or school employee

4           *Disciplinary Procedures*

- 5           • The principal confers with appropriate staff members and with the student.  
6           • The principal hears the accusations and allows the student the opportunity to explain  
7           his/her conduct.  
8           • The parent(s)/guardian(s) are notified.  
9           • Law enforcement officials are contacted.  
10          • The incident is reported, and recommendations are made to the Director of Schools.  
11          • The principal notifies the staff members of the resolution.  
12          • If the student's placement is to be changed, adequate notice of the charges shall be  
13          given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a  
14          hearing.

15          *Disciplinary Options*

- 16          • Other hearing authority or Board action which results in appropriate placement  
17          • Behavior intervention plan

18          \* Designates zero tolerance offenses.

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Legal References

1. TCA 49-6-4005
2. TCA 49-6-3024
3. Public Acts of 2021, Chapter No. 77
4. TCA 49-6-4002
5. TCA 49-6-4109
6. TCA 49-6-4009
7. TCA 49-6-4008

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Cross References

Traffic and Parking Controls 3.403  
 Procedural Due Process 6.302  
 Student Discrimination, Harassment, Bullying,  
 Cyber-bullying, and Intimidation 6.304  
 Title IX & Sexual Harassment 6.3041  
 Interference/Disruption of School Activities 6.306  
 Bus Safety and Conduct 6.308  
 Zero Tolerance Offenses 6.309  
 Dress Code 6.310  
 Corporal Punishment 6.314  
 Detention 6.315  
 Suspension 6.316  
 Safe Relocation of Students 6.4081

# Humboldt City Board of Education

Monitoring:  <b>Review: Annually, in March</b>	Descriptor Term: <h2 style="text-align: center;">Interference/Disruption of School Activities</h2>	Descriptor Code: <h3 style="text-align: center;">6.306</h3>	Issued Date:
		Rescinds:	Issued:

1 *General*

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

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

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

10 **REMOVAL OF STUDENT<sup>3</sup>**

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

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

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

20 *Appeal Process*

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

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Legal References

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

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Cross References

- Code of Conduct 6.300
- Suspension 6.316
- Safe Relocation of Students 6.4081

# Humboldt City Board of Education

Monitoring:  <b>Review: Annually, in April</b>	Descriptor Term:  <h2 style="text-align: center;">Safe Relocation of Students</h2>	Descriptor Code: <h3 style="text-align: center;">6.4081</h3>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

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

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

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

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Legal References

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

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Cross References

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