

School Board Meeting
July 7, 2022 6:30 PM
HJSHS Library

- I. Call to Order
- II. Roll Call
- III. Consent Agenda
 - A. June 2022 Bills
 - B. June 2022 Financial Report
 - C. June 9, 2022 Regular Board Meeting
- IV. Agenda Approval
- V. Regular Agenda
 - A. 2022 Fall District Meeting
 - B. 2022 TSBA Leadership Conference & Convention
 - C. 2022-2023 Non-Licensed Salary Scale
 - D. 2022-2023 Licensed Salary Scale
 - E. 2022-2023 Food Service Budget
 - F. 2022-2023 School Year Budget
 - G. Board Policy Updates - 1st Reading
 - 1. 1.102 Board Members
 - 2. 1.104 Memberships
 - 3. 1.105 School Board Legislative Involvement
 - 4. 1.204 Board Member Development Opportunities
 - 5. 2.806 Bids and Quotations
 - 6. 3.202 Emergency Preparedness Plan
 - 7. 4.101 Instructional Standards
 - 8. 4.210 Credit Recovery
 - 9. 4.212 Virtual Education Program
 - 10. 4.402 Reconsideration of Textbooks and Instructional Materials and 4.403 Library Materials
 - 11. 4.406 Use of the Internet
 - 12. 4.600 Grading Systems
 - 13. 5.119 Employment of Retirees, 5.200 Separation Practices for Tenured Teachers, 5.201 Separation Practices for Non-Tenured Teachers, and 5.701 Substitute Teachers
 - 14. 5.201 Separation Practices for Non-Tenured Teachers
 - 15. 6.200 Attendance
 - 16. 6.204 Attendance of Non-Resident Students
 - 17. 6.318 Admission of Suspended or Expelled Students
 - 18. 6.409 Reporting Child Abuse
 - H. Superintendent's Report
 - 1. Personnel Report
- VI. Citizens Concern
- VII. Adjournment

School Board Meeting
June 9, 2022 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

Also present: Dr. Janice Epperson, 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 Mr. Wayne McLemore.

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

A. May 2022 Bills

B. May 2022 Financial Report

C. May 12, 2022 Regular Board Meeting

IV. Agenda Approval

Motion passed: Motion to approve the agenda passed with a motion by Mr. Wayne McLemore 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. Regular Agenda

A. Energy & Infrastructure Optimization Program

Presentations were made by representatives from the Perfection Group and CMTA Energy Solutions regarding an Energy & Infrastructure Optimization Program.

B. Budget Workshop

The Budget Workshop will be held on Friday, June 10, 2022 at 9:00 a.m.

C. Resolution for the Gibson County All Hazards Mitigation Plan

Motion passed: Motion to approve passed with a motion by Rev. Mark Hodge 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

D. Consolidated Application Fiscal Year 2023

Motion passed: Motion to approve the Consolidated Application Fiscal Year 2023 with all appropriate amendments and addendums passed with a motion by Mr. Leon McNeal 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

E. 2021-2022 Budget Amendments

Motion passed: Motion to approve the 2021-2022 Budget Amendments for General Fund and Food Service passed with a motion by Mr. Leon McNeal 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

F. Superintendent's Report

- Student survey as to what courses they would like to have at school with Cosmetology being at the top of the list, along with other CTE courses.
- Introductions of Anthony Ballard as the new Alternative School Academic Coordinator; Debbie Sheehan as the new principal at East Elementary; and Grover Harwell as the new principal at HJSHS.
- Participation in the summer programs

1. Personnel Report

The Board was updated as to the personnel changes that have taken place since the May Board Meeting.

VI. Citizens Concern

VII. Adjournment

Motion passed: Motion to adjourn passed with a motion by Mr. Leon McNeal and a second by Mr. Wayne McLemore.

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

Valeria Wedley, Chairman

Date

Dr. Janice Epperson, Superintendent

Date



Fall District Meeting Agenda

- 4:30 p.m. **Registration**
- 5:00 p.m. **Welcome** TSBA District Director
- *Roll Call of Boards*
 - *100 % Boards*
 - *Introduction of Guests*
- 5:10 p.m. **Preparing For 2023 Legislative Session** Emily Warren, TSBA
Director of Government Relations &
Staff Attorney
- Ben Torres, TSBA
Assistant Executive Director &
General Counsel
- 6:00 p.m. **State Happenings and Updates:** Ben Torres and Emily Warren
- **TISA: Tennessee’s New Funding Formula**
 - **Know the Process: How do Boards Select Textbooks and Curriculum**
 - **How Districts are Addressing the Teacher Shortage**
 - **Teacher Tenure and Evaluations**
 - **Charter Schools: What Do Board Members Need to Know**
- 6:50 p.m. **Dinner**
- *Student Recognition Award*
 - *School Volunteer Recognition Award*
 - *Levels I, II, III and IV Boardsmanship Awards*
 - *Recognition of Boards of Distinction and Master School Board Members*
 - *District Director Elections in East, South Central, and Upper Cumberland*
- 7:40 p.m. **Wrap up and Evaluations**
- 7:45 p.m. **Adjourn**

Tennessee School Boards Association
2022 Annual Convention Schedule
Gaylord Opryland Resort and Convention Center

Thursday, November 10

8:30 a.m.-6:30 p.m. Registration
10:00-11:40 a.m. Board Chairman Roundtable Discussion
2:00-6:00 p.m. Leadership Conference

Friday, November 11

7:00 a.m.-7:00 p.m. Registration
7:30-8:15 a.m. Leadership Conference Breakfast
8:30-11:30 a.m. Leadership Conference
11:30 a.m.-12:45 p.m. Lunch (*on your own*)
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: Clint Pulver

Saturday, November 12

7:00 a.m.-6:30 p.m. Registration
7:00-10:30 a.m. Exhibit Hall Open
7:00-8:15 a.m. Exhibit Hall Breakfast
8:30-9:30 a.m. Clinic Session A
9:45-10:15 a.m. Exhibit Hall Door Prizes
10:30-11:30 a.m. General Session

Speaker: Dr. Rick Rigsby

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 13

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: Phillip Fulmer

9:45 a.m. Adjourn

2022-2023
State Minimum Salary Scale Requirements
Proposed 2%

HUMBOLDT CITY SCHOOLS
SALARY SCHEDULE
2022-2023

EXP	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
B.S.	38645 40000	40389 41197	40389 41197	40403 41211	40695 41509	41296 42122	41693 43370	42180 43370	43398 44266	44284 45170	44470 45359	45395 46900	45596 46900	46514 47444	46726 47661	47684 48638	47684 48638	48454 49423	48454 49423	49248 50233	49248 50233	49248 50233	49590 50582	49590 50582	49590 50582	50273 51278
M.S.	41650 43605	42921 43779	43026 43887	43156 44019	43841 44718	44759 45654	45930 47365	46885 47823	48236 49201	49235 50220	49453 50442	50490 51500	50720 51734	51761 52796	52001 53041	53080 54142	53080 54142	53973 55052	53973 55052	54883 55981	54883 55981	54883 55981	55230 56335	55230 56335	55230 56335	55898 57016
M.S. +30	44262 45147	45516 46426	45617 46529	45765 46680	46521 47451	47531 48482	48719 49693	49716 50710	51131 52154	52196 53240	52426 53475	53530 54601	53722 54796	54848 55945	55510 56620	56203 57327	56203 57327	57155 58298	57155 58298	58134 59297	58134 59297	58134 59297	58357 59524	58357 59524	58357 59524	59158 60341
ED. Spec.	46010 46930	46700 47634	46700 47634	47426 48375	48084 49046	49337 50324	50642 51655	51694 52728	53195 54259	54531 55622	54531 55622	55546 56657	55887 57005	57049 58190	57272 58417	58476 59646	58476 59646	59476 60666	59476 60666	60507 61717	60507 61717	60507 61717	60851 62068	60851 62068	60851 62068	61537 62768
ED.D	49875 50873	50568 51579	50568 51579	51379 52407	51879 52917	53471 54540	54933 56032	56025 57146	57676 58830	58884 60062	59102 60284	60328 61535	60574 61785	62060 63301	62060 63301	63359 64626	63359 64626	64482 65772	64482 65772	65564 66875	65564 66875	65564 66875	65967 67286	65967 67286	65967 67286	66649 67982

State Mandated Minimum Salary Scale Requirements met on BS 0 yrs; BS 6 & 7 yrs; BS 11 & 12 yrs; MS 0 yrs; MS 6 yrs
All Other Levels - Salary Scale has a 2% increase

Food Service Fund		
2022-2023 Budget		
Revenue		
Account	Description	Budget
43521	Lunch Payments Children	\$800.00
43522	Lunch Payments Adults	\$9,300.00
43525	A la Carte Sales	\$30,212.00
44110	Interest	\$3,000.00
46520	School Food Service State Matching	\$12,185.00
47111	USDA School Lunch Program	\$730,000.00
47112	Commodities	\$86,300.00
47113	USDA Breakfast	\$420,000.00
47114	USDA Other	\$82,000.00
		\$1,373,797.00
Expenditures		
Account	Description	Budget
73100-105	Supervisor/Director	\$82,178.00
73100-162	Clerical Personnel	\$24,844.00
73100-165	Cafeteria Personnel	\$325,774.00
73100-189	Other Salaries/Wages	\$8,949.00
73100-198	Substitute Pay	\$4,580.00
73100-201	Social Security	\$25,441.00
73100-204	State Retirement	\$33,136.00
73100-206	Life Insurance	\$416.00
73100-207	Medical Insurance	\$62,992.00
73100-208	Dental Insurance	\$599.00
73100-212	Employer Medicare	\$6,397.00
73100-306	Bank Charges	\$238.00
73100-307	Communication	\$900.00
73100-336	Maintenance/Repair Equipment	\$20,000.00
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	\$46,000.00
73100-422	Food Supplies	\$570,000.00
73100-435	Office Supplies	\$1,200.00
73100-469	Commodities	\$86,300.00
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	\$38,353.00
		\$1,373,797.00

**Humboldt City Schools
General Purpose School Fund**

Account Number **Budget Workpapers
For the Fiscal Year Ending June 30, 2023**

**2022-23
Budgeted**

ESTIMATED EXPENDITURES AND OTHER USES

INSTRUCTION

Regular Instruction Program

71100-116	Teachers	3,500,645	72 Certified Teachers
71100-117	Career Ladder Program	5,550	
71100-128	Homebound Teachers	3,500	
71100-163	Educational Assistants	160,603	8.5 Teacher Aides
71100-189	Other Salaries and Wages	4,795	
71100-195	Certified Substitute Teachers	4,000	
71100-198	Non-Certified Substitute Teachers	42,000	
71100-201	Social Security	230,708	
71100-204	State Retirement	329,088	
71100-206	Life Insurance	16,000	
71100-207	Medical Insurance	534,891	
71100 208	Dental Insurance	18,522	
71100-210	Unemployment Compensation	20,000	
71100-429	Instructional Supplies & Materials	170,000	
71100-449	Textbooks	108,000	
71100-599	Other Charges	15,000	
		<hr/>	

Total Regular Instruction Program

5,163,302

**Humboldt City Schools
General Purpose School Fund
Budget Workpapers
For the Fiscal Year Ending June 30, 2023**

**2022-23
Budgeted**

Special Education Program

71200-116	Teachers	324,669	6 Special Ed Teachers
71200-163	Educational Assistants	199,637	10 full time Aides, 1 part-time
71200-171	Speech Pathologist	58,240	
71200-195	Certified Substitute Teachers	3,000	
71200-198	Non-Certified Substitute Teachers	12,000	
71200-201	Social Security	37,048	
71200-204	State Retirement	50,413	
71200-206	Life Insurance	1,600	
71200-207	Medical Insurance	114,588	
71200-208	Dental Insurance	2,058	
71200-212	Employer Medicare	8,664	
71200-399	Other Contracted Services	48,000	Contract with Speech Pathologist

Total Special Education Program

859,916

**Humboldt City Schools
General Purpose School Fund
Budget Workpapers
For the Fiscal Year Ending June 30, 2023**

**2022-23
Budgeted**

Vocational Education Program

71300-116	Teachers	314,540	6 Vocational Teachers
71300-195	Certified Substitute Teachers	1,000	
71300-198	Non-Certified Substitute Teachers	2,500	
71300-201	Social Security	19,718	
71300-204	State Retirement	28,309	
71300-206	Life Insurance	1,450	
71300-207	Medical Insurance	39,503	
71300-208	Dental Insurance	1,764	
71300-212	Employer Medicare	4,612	
71300-399	Other Contracted Services	75,000	Contract with TCAT--Richard Gill
71300-429	Instructional Supplies and Materials	14,000	

Total Vocational Education Program

502,396

TOTAL INSTRUCTION

6,525,614

**Humboldt City Schools
General Purpose School Fund
Budget Workpapers
For the Fiscal Year Ending June 30, 2023**

**2022-23
Budgeted**

SUPPORT SERVICES

Attendance

72110-105	Supervisor	59,308	Attendance Supervisor
72110-201	Social Security	3,677	
72110-204	State Retirement	5,338	
72110-207	Health Insurance	12,682	
72110-208	Dental Insurance	294	
72110-212	Medicare	860	
72110-355	Travel	600	
72110-399	Other Contracted Services	19,500	Powerschool and Level Data

Total Attendance

102,258

Health Services

72120-131	Medical Personnel	66,300	Nurse
72120-201	Social Security	4,111	
72120-204	State Retirement	5,297	
72120-206	Life Insurance	300	
72120-207	Medical Insurance	6,102	
72120-208	Dental Insurance	294	
72120-212	Employer Medicare	961	
72120-413	Drugs & Medical Supplies	2,000	

Total Health Services

85,366

**Humboldt City Schools
General Purpose School Fund
Budget Workpapers
For the Fiscal Year Ending June 30, 2023**

**2022-23
Budgeted**

Other Student Support

72130-123	Guidance Personnel	166,701	3 Guidance Counselors
72130-201	Social Security	10,335	
72130-204	State Retirement	15,003	
72130-207	Medical Insurance	29,989	
72130-212	Employer Medicare	2,417	
72130-322	Evaluation & Testing	3,000	
		<hr/>	
Total Other Student Support		<u>227,447</u>	

Regular Instruction Program

72210-105	Supervisor/Director	137,640	45% Title Supv, 20% Sped Supv, and 1 instructiona
72210-117	Career Ladder Program	3,000	
72210-129	Librarians	107,183	2 Librarians
72210-201	Social Security	15,365	
72210-204	State Retirement	22,304	
72210-206	Life Insurance	1,300	
72210-207	Medical Insurance	25,232	
72210-208	Dental Insurance	1,073	
72210-212	Employer Medicare	3,593	
72210-355	Travel	3,500	
72210-399	Other Contracted Services	32,000	1/2 SRO salary
72210-432	Library Books/Media	5,000	
72210-524	In-Service/Staff Development	8,000	
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Total Regular Instruction Program		<u>365,191</u>	

**Humboldt City Schools
General Purpose School Fund
Budget Workpapers
For the Fiscal Year Ending June 30, 2023**

**2022-23
Budgeted**

Special Education Program

72220-105	Supervisor/Director	61,531
72220-201	Social Security	3,815
72220-204	State Retirement	5,538
72220-206	Life Insurance	300
72220-207	Medical Insurance	4,881
72220-208	Dental Insurance	294
72220-212	Employer Medicare	892
72220-399	Other Contracted Services	1,000
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Total Special Education Program

78,250

Vocational Education Program

72230-105	Supervisor/Director	38,828
72230-212	Employer Medicare	563
72230-208	Dental Insurance	147
72230-355	Travel	500
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Total Vocational Education Program

40,038

**Humboldt City Schools
General Purpose School Fund
Budget Workpapers
For the Fiscal Year Ending June 30, 2023**

**2022-23
Budgeted**

Technology

72250-105	Supervisor/Director	38,828
72250-189	Other Salaries and Wages	29,664
72250-201	Social Security	1,839
72250-204	State Retirement	2,370
72250-206	Life Insurance	200
72250-207	Medical Insurance	6,096
72250-208	Dental Insurance	0
72250-212	Employer Medicare	993
72250-336	Maintenance and Repair Services-Equipment	12,000
72250-350	Internet Connectivity	11,000
72250-355	Travel	2,000
72250-399	Other Contracted Services	53,800
72250-471	Software	47,400
72250-790	Other Equipment	89,000
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Total Technology

295,191

**Humboldt City Schools
General Purpose School Fund
Budget Workpapers
For the Fiscal Year Ending June 30, 2023**

**2022-23
Budgeted**

Account Number	Board of Education	2022-23 Budgeted
72310-299	Other Fringe Benefits	45,000
72310-305	Audit Services	36,000
72310-320	Dues & Memberships	14,000
72310-331	Legal Services	7,000
72310-355	Travel	11,000
72310-506	Liability Insurance	600
72310-508	Premium on Corporate Surety Bonds	1,700
72310-510	Trustee's Commission	11,250
72310-513	Workmen's Compensation Insurance	21,000
72310-599	Other Charges	15,000
Total Board of Education		162,550

Account Number	Director of Schools	2022-23 Budgeted
72320-101	County Official/Administrative Officer	143,170
72320-201	Social Security	8,877
72320-204	State Retirement	12,885
72320-206	Life Insurance	600
72320-207	Medical Insurance	6,097
72320-208	Dental Insurance	294
72320-212	Employer Medicare	2,076
72320-302	Advertising	4,500
72320-307	Communication	12,250
72320-320	Dues & Memberships	6,500
72320-348	Postal Charges	2,200
72320-355	Travel	5,000
Total Director of Schools		204,449

**Humboldt City Schools
General Purpose School Fund
Budget Workpapers
For the Fiscal Year Ending June 30, 2023**

**2022-23
Budgeted**

Office of the Principal			
72410-104	Principals	246,922	3 Principals
72410-119	Bookkeepers	79,312	3 Bookkeepers
72410-139	Assistant Principals	129,510	2 Assistant Principals
72410-201	Social Security	28,256	
72410-204	State Retirement	40,216	
72410-206	Life Insurance	1,600	
72410-207	Medical Insurance	48,397	
72410-208	Dental Insurance	1,470	
72410-212	Employer Medicare	6,608	
72410-307	Communication	9,000	
72410-355	Travel	1,000	
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Total Office of the Principal

592,292

**Humboldt City Schools
General Purpose School Fund
Budget Workpapers
For the Fiscal Year Ending June 30, 2023**

**2022-23
Budgeted**

Fiscal Services

72510-119	Accountants/Bookkeepers	76,534	Finance Director
72510-161	Clerical Personnel	55,304	Secretary
72510-189	Other Salaries and Wages	87,129	90% payroll, 5% food service, 45% Title I Secretary
72510-201	Social Security	13,576	
72510-204	State Retirement	17,495	
72510-207	Medical Insurance	22,447	
72510-208	Dental Insurance	990	
72510-212	Employer Medicare	3,175	
72510-317	Data Processing Services	18,500	
72510-435	Office Supplies	6,000	
72510-701	Administration Equipment	9,000	
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Total Fiscal Services

310,151

**Humboldt City Schools
General Purpose School Fund
Budget Workpapers
For the Fiscal Year Ending June 30, 2023**

**2022-23
Budgeted**

Operation of Plant			
72610-166	Custodial Personnel	212,630	8 Custodians
72610-201	Social Security	13,183	
72610-204	State Retirement	16,989	
72610-207	Medical Insurance	42,674	
72610-212	Employer Medicare	3,083	
72610-359	Disposal Fees	37,200	
72610-399	Other Contracted Services	17,000	
72610-410	Custodial Supplies	30,000	
72610-415	Electricity	245,000	
72610-434	Natural Gas	71,300	
72610-454	Water & Sewer	42,000	
72610-499	Other Supplies & Materials	30,000	
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Total Operation of Plant

761,060

**Humboldt City Schools
General Purpose School Fund
Budget Workpapers
For the Fiscal Year Ending June 30, 2023**

**2022-23
Budgeted**

Maintenance of Plant

72620-167	Maintenance Personnel	106,311	2	Maintenance Personnel
72620-201	Social Security	6,591		
72620-204	State Retirement	8,494		
72620-207	Medical Insurance	16,099		
72620-208	Dental Insurance	588		
72620-212	Medicare	1,542		
72620-335	Maintenance and Repair-Buildings	37,000		
72620-336	Maintenance & Repair Services - Equipment	35,000		
72620-599	Other Charges	54,000		Lawncare Contract

Total Maintenance of Plant

265,625

**Humboldt City Schools
General Purpose School Fund
Budget Workpapers
For the Fiscal Year Ending June 30, 2023**

**2022-23
Budgeted**

Transportation

72710-105	Supervisor	13,539	
72710-146	Bus Drivers	88,904	6.5 Bus Drivers
72710-189	Other Salaries and Wages	46,742	6 Monitors
72710-201	Social Security	9,249	
72710-204	State Retirement	11,920	
72710-207	Health Insurance	12,678	
72710-212	Medicare	1,289	
72710-299	Other Fringe Benefits	1,000	
72710-338	Maintenance and Repair-Vehicles	42,000	
72710-425	Gasoline	45,000	

Total Transportation

272,322

TOTAL SUPPORT SERVICES

3,762,189

School Patrols

73300-189	Other Contracted Services	13,889
73300-201	Social Security	861
73300-204	State Retirement	1,110
73300-12	Medicare	201

Total School Patrols

16,061

Humboldt City Schools
General Purpose School Fund
Budget Workpapers
For the Fiscal Year Ending June 30, 2023

2022-23
Budgeted

REGULAR CAPITAL OUTLAY

76100-707	Building Improvements	30,000
76100-799	Other Capital Outlay	30,000
		60,000

Total Regular Capital Outlay

Debt Service		
82130-601	Principal on Bonds	182,000
82130-603	Interest on Bonds	75,000

Total Debt Service

TOTAL OTHER USES

TOTAL ESTIMATED EXPENDITURES AND OTHER USES

TOTAL ESTIMATED REVENUE AND OTHER SOURCES OVER (UNDER)	(308,974)
TOTAL ESTIMATED EXPENDITURES AND OTHER USES	10,620,865

Humboldt City Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: Board Members	Descriptor Code: 1.102	Issued Date:
		Rescinds:	Issued:

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

2 **NUMBER OF MEMBERS¹**

3 The Board is composed of five (5) members.

4 **QUALIFICATIONS**

5 Any resident of the city of Humboldt who shall have reached the age of twenty-one (21) years by
6 January 1 of the year subsequent to his election, and who has been a resident of and domiciled in the
7 ward from which he is to be elected for a period of thirty (30) days prior to the date of qualification,
8 shall be eligible for election to the Board of Education.

9 Members of the Board shall be residents elected from districts of substantially equal population and
10 shall be citizens of recognized integrity, intelligence, and ability to administer the duties of the
11 office.^{1,2} To qualify as a candidate, an individual must show proof of:

12 1. Graduation from high school or receipt of a GED or HiSET;³ and

13

14 2. Being a qualified voter and resident in the county for one (1) year prior to the qualifying
15 deadline for running as a candidate.⁴

16 Members of the county legislative body and other county governmental officials shall not be eligible
17 for election as members of the county Board of Education.⁵

18 **TERMS OF OFFICE**

19 Members of the Board shall serve four (4) year terms.¹

20 **METHOD OF ELECTION**

21 Members of the Board shall be elected by popular vote by the qualified voters of Humboldt City at the
22 November election every two (2) years.

23 **VACANCIES**

24 Vacancies shall be declared to exist on account of death, resignation, removal, or through due process
25 proceedings.⁶

- 1 When a vacancy occurs, the unexpired term shall be filled at the next regular or special meeting of the
- 2 local legislative body.⁷ Such appointment shall continue until the next regular election.

Legal References

1. TCA 49-2-201(a)(1)
2. TCA 49-2-202(a)(1)
3. TCA 49-2-202(a)(4)
4. Public Acts of 2022, Chapter No. 809
5. TCA 49-2-202(a)(2)
6. TCA 8-47-101; TCA 49-1-611; TCA 49-2-202(e)(2);
Tenn. Att’y Gen. Op. No. 21-14 (September 1, 2021)
7. TCA 49-2-202(e)(1)

Humboldt City Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: <h2 style="text-align: center;">Memberships</h2>	Descriptor Code: <h3 style="text-align: center;">1.104</h3>	Issued Date:
		Rescinds:	Issued:

- 1 The Board shall maintain membership in the Tennessee School Boards Association (TSBA).¹
- 2 Dues for membership in TSBA shall be included in each annual budget in accordance with state
- 3 statute.
- 4 The Board may also maintain institutional membership in other educational organizations which the
- 5 Board finds to be of benefit to members and school system personnel.

Legal References

1. TCA 49-2-2001

Cross References

Board Member Development Opportunities 1.204

Humboldt City Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: School Board Legislative Involvement	Descriptor Code: 1.105	Issued Date:
		Rescinds:	Issued:

1 The Board shall work for the passage of new laws designed to advance the cause of improving public
 2 education in Tennessee. Likewise, the Board shall work for the repeal or modification of existing laws
 3 and for the defeat of proposed laws that impede this cause.

4 To accomplish this:

- 5 1. The Board shall stay informed of pending legislation and actively communicate its concerns
 6 and make its position known to their elected representatives at both the state and national level;
- 7 2. The Board shall work with other school boards in the state, other local officials, and
 8 community groups in creating public awareness and support for legislative priorities;
- 9 3. The Board shall annually select one (1) of its members to serve as its legislative representative;
- 10 4. The Board shall work with its legislative representative, TSBA, and other concerned groups in
 11 developing an annual legislative program; and
- 12 5. The Board shall include in its budget appropriate resources to cover costs, including travel
 13 expenses, necessary to ensure active participation in the legislative process.

Cross References

Board Member Development Opportunities 1.204

Humboldt City Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: Board Member Development Opportunities	Descriptor Code: 1.204	Issued Date:
		Rescinds:	Issued:

1 Board members shall participate in activities designed to improve their skills as members of a policy-
2 making body. In order to accomplish this, the following shall occur:

- 3 1. An annual calendar of school board conferences, conventions, and workshops shall be
4 maintained by the board secretary and provided to each board member in order to ensure
5 compliance with the requirements for professional development.¹ The Board shall identify
6 which meetings should be attended and the benefits thereof;
- 7 2. Funds for participation at such meetings shall be budgeted on an annual basis. The Board as a
8 whole shall retain the authority to approve or disapprove the participation of members in
9 planned activities;
- 10 3. Reimbursement to board members for their travel expenses shall only be made for pre-
11 approved travel;
- 12 4. When a conference, convention, or workshop is not attended by the full Board, those
13 participating will be requested to share information, recommendations, and materials acquired
14 at the meeting; and
- 15 5. The public shall be kept informed through the news media about the Board's continuing in-
16 service education and about the programs anticipated for short and long-range benefits to the
17 schools.

18 The Board regards the following as activities and services appropriate for development opportunities:

- 19 1. Participation in school board conferences, workshops, and conventions held by the State;
- 20 2. Local and district-sponsored training sessions for board members; and
- 21 3. Subscriptions to publications addressing the concerns of board members.

Legal References

1. TCA 49-2-202(a)(6)

Cross References

- Board Evaluation 1.103
- Memberships 1.104
- School Board Legislative Involvement 1.105
- School District Goals 1.700
- School Calendar 1.800
- Expenses and Reimbursements 2.804

Humboldt City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Bids and Quotations	Descriptor Code: 2.806	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.¹
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.²

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.²

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.³ 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, services from an insurance provider, and similar
18 services by professional persons or groups of high ethical standards shall not be based upon
19 competitive bids but shall be awarded on the basis of recognized competence and integrity.⁴

Legal References

1. TCA 49-2-203(a)(3); Public Acts of 2022, Chapter No. 1016
2. TCA 49-2-203(a)(3)(A)-(B); TCA 49-2-206(b)(2); Public Acts of 2022, Chapter No. 1016
3. TCA 49-2-203(a)((D)(c)
4. TCA 12-3-1209; TCA 12-4-107; Public Acts of 2022, Chapter No. 719; TCA 29-20-407

Cross References

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

Humboldt City Board of Education

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

1 *General*

2 The Director of Schools shall be responsible for developing, maintaining, and acquiring board
3 approval of the district Emergency Preparedness Plan¹ which shall include procedures for bomb
4 threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and
5 medical emergencies.

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

9 **FIRE AND SAFETY DRILLS**

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

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

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

20 **ARMED INTRUDER DRILLS**

21 The principal shall ensure that the school safety team conducts at least one (1) armed intruder drill
22 annually in coordination with local law enforcement.⁴

23 **AED DRILLS⁵**

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

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

1 MEDICAL EMERGENCIES/PANDEMIC FLU⁶

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

6 REMOTE LEARNING DRILLS⁷

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

Legal References

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

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Humboldt City Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Instructional Standards	Descriptor Code: 4.101	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.¹ The Director of Schools shall develop administrative procedures to
4 implement this policy.

5 **STATE STANDARDS²**

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 Any complaints regarding the above shall be submitted per board policy 4.402.

13 **CURRICULUM AND INSTRUCTIONAL PROGRAMMING**

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

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

20 Complaints regarding teaching prohibited concepts in violation of state law shall be submitted per the
21 regulation developed by the Tennessee Department of Education.³

Legal References

1. TCA 49-6-2202; TCA 49-6-1304; TCA 49-6-2206;
TCA 49-6-1019
2. TCA 49-1-302(a)(8); TCA 49-1-314; Public Acts of
2022, Chapter No. 1085
3. TRR/MS 0520-12-04

Cross References

- Reconsideration of Textbooks and Instructional Materials
4.402
- Controversial Issues 4.800
- Controversial Materials 4.801

Humboldt City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Credit Recovery	Descriptor Code: 4.210	Issued Date:
		Rescinds:	Issued:

1 *General*¹

2 The Director of Schools shall ensure that credit recovery facilitators receive training regarding course
3 organization, online instruction management, and related technology.

4 Credit recovery teachers shall comply with all State Board of Education certification requirements.¹

5 **ADMISSION AND REMOVAL**²

6 No student shall be admitted to or otherwise enrolled in credit recovery courses unless:

- 7 1. The student's parent/guardian gives written consent for the student to enroll in the proposed
8 credit recovery course. Parent(s)/guardian(s) shall be informed that not all postsecondary
9 institutions will accept credit recovery courses for credit and that the NCAA Clearinghouse will
10 not accept credit recovery courses for credit; and
11
- 12 2. The student has previously taken an initial, non-credit recovery section of the proposed course
13 and received a grade of at least fifty percent (50%). Students who receive a grade of below fifty
14 percent (50%) in the non-credit recovery section of the course must re-take the course.

15 If a student is seeking to recover credit for the first semester of a two-semester course, the student may
16 not receive the full credit for the course until he/she has enrolled in and passed the second semester of
17 the course and taken any applicable End of Course examinations.

18 The Board shall track students enrolled in credit recovery courses as directed by the Tennessee
19 Department of Education.

20 **INSTRUCTION AND CONTENT**²

21 Credit recovery teachers shall work closely with credit recovery facilitators to correlate class content
22 and instruction.

23 The Director of Schools shall ensure that all credit recovery courses:

- 24 1. Align with Tennessee's current academic standards for the relevant course content area, as
25 approved by the State Board of Education; and
26
- 27 2. Differentiate instruction to address individual student growth needs based on diagnostic
28 assessment or End of Course data.

1 Students in credit recovery programs shall:

2 1. Complete a course skill-specific diagnostic to determine skill-specific goals;

3

4 2. Meet individual skill-specific goals in a flexible time frame as established by identified student
5 need; and

6

7 3. Master all individualized skill-specific goals as established by the diagnostic process in order to
8 earn credit.

9 **GRADES²**

10 Students passing credit recovery shall receive a grade of seventy percent (70%) under the state uniform
11 grading system. If the district utilizes a locally-adopted grading scale that differs from the uniform
12 grading scale, a student passing credit recovery shall receive a D.³

Legal References

1. State Board of Education Policy 2.103; TRR/MS 0520-01-03-.03(13)
2. State Board of Education Policy 2.103
3. State Board of Education Policy 3.301

Cross References

Virtual Education Program 4.212
Grading System 4.600
Promotion and Retention 4.603

Humboldt City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Virtual Education Program	Descriptor Code: 4.212	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Humboldt City School System virtual education program is a course or series of courses offered
3 by a school district to provide students a broader range of educational opportunities through the use of
4 technology. Utilizing this program is temporary and shall not replace a student's regular instructional
5 program.¹

6 Class size ratios for the virtual education program shall comply with the requirements as outlined in
7 state law.²

8 Virtual education programs³ shall be made available to students for the following purposes:

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

21 **ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

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

- 25 1. Attendance;
26
27 2. Grades;
28
29 3. Technology survey; and
30
31

1 ATTENDANCE

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

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

- 5 1. Students participating in a phone call with a teacher, with parent/guardian support as
6 appropriate for the age of the student;
- 7
- 8 2. Students participating in synchronous virtual instruction;
- 9
- 10 3. Students completing work in a learning management system;
- 11
- 12 4. Students submitting work via hard-copy or virtual formats; or
- 13

14 REMOVAL FROM VIRTUAL EDUCATION PROGRAM

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

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

- 19 1. Notification of parent/guardian;
- 20
- 21 2. One-on-one assessment conducted by the principal/designee regarding any learning needs and
22 academic performance; and
- 23

Legal References

1. TRR/MS 0520-01-03-.05(2)
2. TCA 49-1-104(h); State Board of Education Policy 3.206
3. TCA 49-16-101; TRR/MS 0520-01-03-.05(2)(a)
4. TRR/MS 0520-01-02-.10; TRR/MS 0520-01-09-.07
5. TRR/MS 0520-01-13-.01(1)(d)(1)
6. TRR/MS 0520-01-02-.09; Public Acts of 2022, Chapter No. 960
7. Public Acts of 2022, Chapter No. 897

Cross References

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

Humboldt City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: <h2 style="text-align: center;">Reconsideration of Textbooks and Instructional Materials</h2>	Descriptor Code: <h3 style="text-align: center;">4.402</h3>	Issued Date:
		Rescinds:	Issued:

- 1 If a complaint is filed by a parent/guardian, employee, or student regrading textbooks or instructional
 2 materials, this process is to be followed:¹
- 3 1. Inform the complainant of the selection procedures and make no commitments.
 - 4
 - 5 2. Request the complainant to submit a Request for Reconsideration of Textbooks and
 6 Instructional Materials form.
 - 7
 - 8 3. Inform the principal (and other appropriate personnel).
 - 9
 - 10 4. Keep challenged materials available for use during the reconsideration process. The materials
 11 shall be removed immediately if they:²
 - 12
 - 13 a. Were created to align exclusively with Common Core; or
 - 14
 - 15 b. Are marketed or otherwise identified as Common Core textbooks or instructional
 16 materials.
 - 17
 - 18 5. Upon receipt of the completed form, the principal shall notify the Director of Schools.
 - 19
 - 20 6. The principal shall request review of the challenged materials by an ad hoc materials review
 21 committee within fifteen (15) working days. The review committee is appointed by the
 22 principal and includes representatives from classroom teachers, one or more parents, and may
 23 include one or more students. The principal will inform the Director of Schools of the review
 24 committee’s progress.
 - 25
 - 26 7. The review committee shall take the following steps after receiving the challenged materials:
 - 27
 - 28 a. Read, view, or listen to the contested material in its entirety;
 - 29 b. Check general acceptance of the material by reading recognized and evaluative reviews;
 - 30 c. Determine the extent to which the material supports the curriculum;
 - 31 d. Complete the appropriate Checklist for Reconsideration of Textbooks and Instructional
 32 Materials, judging the material for its strength and value; and
 - 33 e. Present recommendation to principal for further action and to the Director of Schools
 34 for purposes of information.
 - 35

- 1 8. If the complainant desires further action after receiving the recommendation of the committee
2 and the decision of the principal, an appeal may be made to the Board.

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982)
2. TCA 49-1-302(a)(8); TCA 49-1-314; TCA 49-6-2206; Public Acts of 2022, Chapter No. 1085

Cross References

Instructional Standards 4.101
Textbooks and Instructional Materials 4.400
School and System Websites 4.407
Controversial Materials 4.801

Humboldt City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Library Materials	Descriptor Code: 4.403	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Academic Coordinator shall be responsible for library collection development. Library materials
3 shall be reviewed to ensure the content aligns with state law.¹ The library collection shall adhere to the
4 following criteria:

- 5 1. Materials shall be suitable for and consistent with the educational mission of the school;
6
- 7 2. Materials shall be appropriate for the age and maturity levels of the students who may access
8 them. The determining factor will be based on an assessment of any mature themes or content
9 (i.e., violence, sexual content, vulgar language, substance abuse);
10
- 11 3. Materials shall contain literary, historical, and/or artistic value and merit; and
12
- 13 4. The collection as a whole shall offer a variety of viewpoints.

14 The Academic Coordinator shall be responsible for periodically reviewing the district's library collection
15 in line with these established standards.

16 **COMPLAINTS**

17 If a complaint is made by an employee, student, or parent/guardian, this process is to be followed:

- 18 1. Inform the complainant of the selection procedures and make no commitments.
19
- 20 2. Request the complainant to submit a Request for Reconsideration of Library Materials form.
21
- 22 3. Inform the principal (and other appropriate personnel).
23
- 24 4. Keep challenged materials available for use during the reconsideration process.
25
- 26 5. Upon receipt of the completed form, the principal shall notify the Director of Schools.
27
- 28 6. The principal shall request review of the challenged materials by an ad hoc materials review
29 committee within fifteen (15) days. The review committee is appointed by the principal and
30 includes certified library media personnel, representatives from classroom teachers, one or
31 more parents, and may include one or more students. The principal will inform the Director of

1 Schools of the review committee's progress.
2

3 7. The review committee shall take the following steps after receiving the challenged materials:
4

- 5 a. Read, view, or listen to the contested material in its entirety;
6 b. Check general acceptance of the material by reading recognized and evaluative reviews;
7 c. Determine the extent to which the material is appropriate for the age and maturity levels
8 of the students who have access to the materials and whether the material is suitable for,
9 and consistent with, the educational mission of the school;
10 d. Complete the appropriate Checklist for Reconsideration of Library Materials, judging
11 the material for its strength and value; and
12 e. Present a recommendation to the Director of Schools and the Board.
13

14 8. The Board shall review the recommendation presented by the review committee and make the
15 determination whether the material is appropriate for the age and maturity levels of the students
16 who have access to the materials and whether the material is suitable for, and consistent with,
17 the educational mission of the school.
18

19 9. If it is determined that the material is not appropriate for the age and maturity levels of the
20 students who have access to them or is not suitable for, and consistent with, the educational
21 mission of the school, the Board shall require the school to remove the material from the library
22 collection.

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982); Public Acts of 2022, Chapter No. 744

Cross References

Textbooks and Instructional Materials 4.400
School and System Websites 4.407
Controversial Materials 4.801

Humboldt City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Use of the Internet	Descriptor Code: 4.406	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 The Board supports the right of staff and students to have reasonable access to various information
2 formats and believes that it is incumbent upon staff and students to use this privilege in an appropriate
3 and responsible manner.

4 **EMPLOYEES**

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

9 The Director of Schools shall develop and implement procedures for appropriate internet use which shall
10 address the following:

- 11 1. Development of the Network and Internet Use Agreement;
- 12
- 13 2. General rules and ethics of internet access;
- 14
- 15 3. Guidelines regarding appropriate instruction and oversight of student internet use;
- 16
- 17 4. A uniform signature block for use by all district employees; and
- 18
- 19 5. Prohibited and illegal activities including, but not limited to, the following:¹
 - 20 • Sending or displaying offensive messages or pictures;
 - 21 • Using obscene language;
 - 22 • Harassing, insulting, defaming, or attacking others;
 - 23 • Damaging computers, computer systems, or computer networks;
 - 24 • Hacking or attempting unauthorized access to any computer;
 - 25 • Violation of copyright laws;
 - 26 • Trespassing in another's folders, work, or files;
 - 27 • Intentional misuse of resources;
 - 28 • Using another's password or other identifier (impersonation);
 - 29 • Using the network for commercial purposes; and
 - 30 • Buying or selling on the internet.

1 STUDENTS

2 The Director of Schools shall develop and implement procedures for appropriate internet use by students.
3 Procedures shall address the following:

- 4 1. General rules and ethics of internet use; and
- 5 2. Prohibited or illegal activities including, but not limited to:¹
 - 6 • Sending or displaying offensive messages or pictures;
 - 7 • Using obscene language;
 - 8 • Harassing, insulting, defaming, or attacking others;
 - 9 • Damaging computers, computer systems, or computer networks;
 - 10 • Hacking or attempting unauthorized access;
 - 11 • Violation of copyright laws;
 - 12 • Trespassing in another's folders, work, or files;
 - 13 • Intentional misuse of resources;
 - 14 • Using another's password or other identifier (impersonation);
 - 15 • Using the network for commercial purposes; and
 - 16 • Buying or selling on the internet.

17 INTERNET SAFETY MEASURES²

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

- 19 1. Controlling access by students to inappropriate matter on the internet and world wide
20 web;
- 21 2. Safety and security of students when they are using electronic mail, chat rooms, and
22 other forms of direct electronic communications;
- 23 3. Preventing unauthorized access, including "hacking" and other unlawful activities by
24 students online;
- 25 4. Unauthorized disclosure, use, and dissemination of personal information regarding
26 students; and
- 27 5. Restricting students' access to materials harmful to them.

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

- 35 1. Utilizing technology that filters, blocks, or otherwise prevents internet access (for both
36 students and adults) to material that is obscene or pornographic;³
- 37 2. Prohibiting and preventing a use from sending, receiving, viewing, or downloading
38 materials that are deemed to be harmful to minors;⁴
- 39
- 40

- 1 3. Maintaining and securing a usage log; and
- 2
- 3 4. Monitoring online activities of students.²

4 The Board shall provide reasonable public notice of and at least one (1) public hearing or meeting to
5 address and communicate its internet safety measures.²

6 A written parental consent shall be required prior to the student being granted access to electronic media
7 involving district technological resources. The required permission/agreement form, which shall specify
8 acceptable uses, rules of online behavior, access privileges, and penalties for policy/procedural
9 violations, must be signed by the parent/guardian of minor students (those under 18 years of age) and
10 also by the student. This document shall be executed each year and shall be valid only in the school year
11 in which it was signed unless parent(s)/guardian(s) provide written notice that consent is withdrawn. In
12 order to rescind the agreement, the student's parent/guardian (or the student who is at least 18 years old)
13 must provide the Director of Schools with a written request.

14 Complaints alleging a violation of the internet safety measures shall be submitted to the Technology
15 Director. All complaints shall be reviewed to determine how to appropriately respond.

16 **EMAIL**

17 Users with network access shall not utilize district resources to establish electronic mail accounts through
18 third-party providers or any other nonstandard electronic mail system. All data including email
19 communications stored or transmitted on school district computers shall be monitored.
20 Employees/students have no expectation of privacy with regard to such data. Email correspondence may
21 be a public record under the public records law and may be subject to public inspection.⁵

22 **INTERNET SAFETY INSTRUCTION⁶**

23 Students will be given appropriate instruction in internet safety as a part of any instruction utilizing
24 computer resources. The Director of Schools shall provide adequate in-service instruction on internet
25 safety. Parent(s)/guardian(s) and students will be provided with material to raise awareness of the
26 dangers posed by the internet and ways in which the internet may be used safely.

27 **SOCIAL NETWORKING**

- 28 1. District staff who have a presence on social networking websites are prohibited from posting
29 data, documents, photographs, or inappropriate information that is likely to create a material and
30 substantial disruption of classroom activity.
- 31 2. District staff are prohibited from accessing personal social networking sites on school computers
32 or during school hours except for legitimate instructional purposes.
- 33 3. The Board discourages district staff from socializing with students on social networking
34 websites. The same relationship, exchange, interaction, information, or behavior that would be
35 unacceptable in a non-technological medium is unacceptable when done through the use of
36 technology.

1 VIOLATIONS

2 Violations of this policy or a corresponding administrative procedure shall be handled in accordance
3 with the existing disciplinary procedures of the district.

4 VENDOR CONTRACTS³

5 Prior to entering into any contract for the provision of digital or online materials created or marketed
6 for kindergarten through grade twelve (K-12), the district shall obtain an assurance that the vendor
7 shall adhere to state law. This determination includes ensuring that the vendor filters, blocks, or
8 otherwise prevents access to pornography or obscenity and verifying that the technology prevents a
9 user from sending, receiving, viewing, or downloading materials that are harmful to minors.

Legal References

1. TCA 39-14-602
2. 47 USCA § 254 (h)(5)(A) – (C), 254(l); 47 CFR § 54.520(c)(1)(i); 20 USCA § 7131
3. Public Acts of 2022, Chapter No. 1002
4. TCA 39-17-901; Public Acts of 2022, Chapter No. 1002
5. TCA 10-7-512
6. TCA 49-1-221

Cross References

- Use of Email 1.805
- School and System Websites 4.407
- Controversial Materials 4.801
- Student Publications 6.704

Humboldt City Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Grading System	Descriptor Code: 4.600	Issued Date:
		Rescinds:	Issued:

1 The Director of Schools shall develop an administrative procedure to establish a system of grading and
2 assessment for evaluating and recording student progress and to measure student performance in
3 conjunction with board-adopted content standards for grades K-8. The grading/assessment system shall
4 follow all applicable statutes and rules and regulations of the State Board of Education. The
5 grading/assessment system shall be uniform, district-wide, at comparable grade levels, except that the
6 Director of Schools shall have the authority to establish and operate ungraded and/or unstructured classes
7 in grades K-3 according to state rules and regulations.¹

8 The Director of Schools shall submit a copy of the grading and assessment systems to the Board before
9 the system is implemented.² These guidelines shall be communicated annually to students and
10 parent(s)/guardian(s).¹

11 Conduct grades are based on behavior and shall not be reflected in scholastic grades.

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

13 Schools teaching grades nine (9) through twelve (12) shall use the uniform grading system established
14 by the State Board of Education. Using the uniform grading system, students' grades shall be reported
15 for the purposes of application for post-secondary financial assistance administered by the Tennessee
16 Student Assistance Corporation.

17 Subject-area grades shall be expressed by the following letters with their corresponding percentage
18 range:

- 19 • A (90-100)
- 20 • B (80-89)
- 21 • C (70-79)
- 22 • D (60-69)
- 23 • F (0-59)

24 This grading system shall be uniform throughout the school district for each grade.

25 Advanced coursework grades shall be weighted with additional percentage points to calculate the
26 semester average. Depending on the course taken, the following percentage points shall be assigned:

- 27 • Honors Courses – three (3) percentage points;
- 28 • Local and Statewide Dual Credit, Capstone Industry Certification Aligned, and Dual Enrollment
29 Courses – four (4) percentage points; and

- 1 • Advanced Placement, Cambridge International, College Level Exam Program (CLEP), and
2 International Baccalaureate Courses – five (5) percentage points.

3 **LOTTERY SCHOLARSHIPS³**

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

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

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

12 **LOTTERY SCHOLARSHIP DAY**

13 Each school year, prior to scheduling courses for the following school year, schools teaching students in
14 grades 8-11 shall conduct a lottery scholarship day for students and their parents.⁴

Legal References

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

Cross References

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

Humboldt City Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Employment of Retirees	Descriptor Code: 5.119	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Director of Schools may hire a retired individual if certain conditions are met as provided for in
3 state law.

4 **EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS**

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

9 **EMPLOYMENT CONTRACTS FOR ONE YEAR**

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

- 13 1. The Director of Schools of the employing district shall certify in writing that no other qualified
14 individuals are available to fill the position;
- 15
- 16 2. The Commissioner of Education shall certify that the employing school district serves an area
17 that lacks qualified teachers to serve in the position to be filled;
- 18
- 19 3. The retired teacher shall hold a valid license and shall not be entitled to tenure status;
- 20
- 21 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or
22 receive medical insurance coverage; and
- 23
- 24 5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the
25 Board for teachers with no experience filling similar positions or more than eighty-five percent
26 (85%) of the rate of compensation set by the Board for teachers with comparable training and
27 years of experience filling similar positions.

1 ADDITIONAL EMPLOYMENT OPTION FOR RETIREES³

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

- 5 1. The retired member has been retired for at least sixty (60) calendar days;
6
- 7 2. The retirement benefit payable to the retired member is reduced to seventy percent (70%) of the
8 retirement allowance;
9
- 10 3. The retired member's employment can't be longer than a one (1) year period; however, the
11 retired member can be reemployed for additional one (1) year periods;
12
- 13 4. The retired member is not drawing disability retirement benefits; and
14
- 15 5. The retired member can't accrue additional retirement benefits.

16 The Director of Schools shall notify TCRS of the member's reemployment and certify in writing that
17 the retired member has the required experience and training for the position and that no other qualified
18 persons are available to fill the position.

19 Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state law.
20 The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment
21 equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five
22 percent (5%) of the retired member's pay rate.
23

Legal References

1. TCA 8-36-805
2. TCA 8-36-821
3. Public Acts of 2022, Chapter No. 821

Cross References

Application and Employment 5.106
Substitute Teachers 5.701

Humboldt City Board of Education

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

1 **SUSPENSION PENDING AN INVESTIGATION¹**

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^{2,3}**

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 DAYS⁴**

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.⁵

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

- 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.⁷

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.⁸

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.

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)
9. TCA 8-36-805
10. TCA 8-36-821

Cross References

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

Humboldt City Board of Education

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

1 **SUSPENSION PENDING AN INVESTIGATION¹**

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 LESS²**

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 DAYS²**

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 a copy to the
10 Board.

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, overnight carrier, or
2 by email within five (5) business days following the last instructional day for the school year.³ If
3 the reason for nonrenewal is due only to a loss of funding for the position, then the notice shall
4 include a statement listing it as the cause for nonrenewal.⁴

5 **RESIGNATION**

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

9 The conditions under which it is permissible to break a contract with the Board are as follows:⁶

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

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

18 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
19 the State Board of Education and request the suspension of a teacher's license. After the State Board of
20 Education has provided the teacher an opportunity for defense during a hearing, the State Board of
21 Education may suspend the license for no less than thirty (30) days and no more than three hundred
22 sixty-five (365) days.⁸

23 **RETIREMENT**

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

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

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

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
4. Public Acts of 2022, Chapter No, 678
5. TCA 49-5-508
6. TCA 49-5-411(a)
7. TCA 49-5-706
8. TCA 49-5-411(b)
9. TCA 8-36-805

Cross References

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

Humboldt City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Substitute Teachers	Descriptor Code: 5.701	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

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

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

7 **APPLICATION/QUALIFICATIONS**

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

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

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

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

15 **COMPENSATION**

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

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

21 **CERTIFICATION**

22 When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a
23 substitute teacher shall possess a teaching certificate with endorsement in the discipline(s) to be taught
24 or shall be a retired teacher that held the appropriate endorsement.⁶

25 When substituting for a teacher without sick leave, the substitute shall be certified and paid according to
26 the state salary schedule.¹

1 EMERGENCY NEEDS

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

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

8 TRAINING AND ORIENTATION

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

11 RESPONSIBILITIES

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

14 RE-EMPLOYMENT/TERMINATION

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

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

Legal References

1. TRR/MS 0520-01-02-.04(5)
2. TCA 49-5-709
3. TCA 49-5-413(a)(2)
4. TCA 49-2-203(a)(14)
5. TCA 49-3-312(b)
6. TCA 49-3-312(a); TRR/MS 0520-01-02-.04(5)(b)

Cross References

- Background Investigations 5.118
Employment of Retirees 5.119

Humboldt City Board of Education

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

1 **SUSPENSION PENDING AN INVESTIGATION¹**

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 LESS²**

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 DAYS²**

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 a copy to the
10 Board.

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, overnight carrier, or
2 by email within five (5) business days following the last instructional day for the school year.³ If
3 the reason for nonrenewal is due only to a loss of funding for the position, then the notice shall
4 include a statement listing it as the cause for nonrenewal.⁴

5 **RESIGNATION**

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

9 The conditions under which it is permissible to break a contract with the Board are as follows:⁶

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

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

18 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
19 the State Board of Education and request the suspension of a teacher's license. After the State Board of
20 Education has provided the teacher an opportunity for defense during a hearing, the State Board of
21 Education may suspend the license for no less than thirty (30) days and no more than three hundred
22 sixty-five (365) days.⁸

23 **RETIREMENT**

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

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

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

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
4. Public Acts of 2022, Chapter No, 678
5. TCA 49-5-508
6. TCA 49-5-411(a)
7. TCA 49-5-706
8. TCA 49-5-411(b)
9. TCA 8-36-805

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

Humboldt City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: <h2 style="text-align: center;">Attendance</h2>	Descriptor Code: 6.200	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:¹

- 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.²

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).³

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

- 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;⁵
- 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:⁶

- 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
- 16 3. All student absences are verified;
- 17
- 17 4. Written excuses are submitted for absences and tardiness; and
- 18
- 18 5. System-wide procedures for accounting and reporting are followed.

19 **TRUANCY**

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

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*⁸

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. Tier III shall
19 consist of the following interventions: These interventions shall be determined by a team formed at each
20 school. The interventions shall address students' needs in an age-appropriate manner. Finalized plans
21 shall be approved by the Director of Schools/designee.

22 **NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY⁹**

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 COURSE¹⁰**

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.¹¹ 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 REVOCATION²**

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

34 **ATTENDANCE HEARING¹²**

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

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

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

Legal References

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

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: Review: Annually, in March	Descriptor Term: Attendance of Non-Resident Students	Descriptor Code: 6.204	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 Students residing outside the boundaries of the school district may attend schools within the school
2 district under the following conditions:

- 3 1. They shall be approved by the Director of Schools.¹
- 4 2. They shall pay a tuition fee established annually by the Board. Annual tuition may not exceed
5 per student, per annum, an amount equal to the amount of local funds actually used for school
6 purposes by the school district per student during the preceding school year minus any funds
7 received from the student's resident district. Tuition for out-of-state students shall be charged at
8 the same rate as the average cost per student (state and local funds) in the district attended.²
- 9 3. Non-resident students shall make application at least two weeks prior to the first day of school.³
10 The Director of Schools/designee shall provide non-resident students notice of eligibility for re-
11 enrollment by the end of the school year.
- 12 4. Requests from students from adjoining states to attend school shall be considered on a case-by-
13 case basis.⁴
- 14 5. Students who become residents of the school district shall be refunded any unused portion of the
15 tuition on a pro-rata basis.
- 16 6. When payment is not made on all or any part of the required tuition for a previous year, the
17 student(s) shall be excluded from future attendance until all prior and current tuition is paid.
- 18 7. If an employee of this school district has a residence outside the school district, his/her
19 children may be allowed to attend if the appropriate tuition requirements are met.⁵ **[Note: This
20 is discretionary. Districts can choose to waive tuition.]**

Legal References

1. TCA 49-6-3104
2. TCA 49-6-3003; TCA 49-6-403(f); Public Acts of 2022, Chapter No. 709
3. TCA 49-6-3105
4. TCA 49-6-3108; TCA 49-6-403(f)
5. TCA 49-6-3113; TCA 49-6-3103; Public Acts of 2022, Chapter No. 709

Cross References

Revenues 2.400
Students from Military Families 6.506

Humboldt City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Admission of Suspended or Expelled Students	Descriptor Code: 6.318	Issued Date:
		Rescinds:	Issued:

- 1 The Board may deny admission of any student (except those in state custody) who has been expelled
- 2 or suspended from another school district in Tennessee or another state even though the student has
- 3 established residency in the district in which he/she seeks enrollment.

- 4 After a request for enrollment is made, the Director of Schools shall investigate the facts surrounding
- 5 the suspension/expulsion from the former school district and make a recommendation to the Board to
- 6 approve or deny the request.

- 7 The Board shall not deny enrollment beyond the length of the imposed suspension/expulsion.

- 8 A student may be dismissed if it is determined subsequent to the enrollment that the student has been
- 9 suspended or expelled from the former school district.¹

Legal References

1. TCA 49-6-3401(f); Public Acts of 2022, Chapter No. 868; 20 USCA § 1232g(b)(4), (h)

Cross References

School Admissions 6.203
Student Records 6.600

Humboldt City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Reporting Child Abuse	Descriptor Code: 6.409	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Director of Schools shall:¹

- 3 1. Designate one employee as the Child Abuse Coordinator (the Coordinator) and an additional
4 employee to serve as the Alternate Child Abuse Coordinator (the Alternate) for each school;
5
- 6 2. Require that the Coordinator and the Alternate receive appropriate training;
7
- 8 3. Supply the Coordinator with all necessary resources;
9
- 10 4. Ensure that all employees working directly with students annually complete the child abuse
11 training program required by state law.²

12 The Coordinator shall assist any employee with appropriately reporting and responding to instances of
13 child abuse or child sexual abuse.

14 **REPORTING**

15 All personnel shall be alert for any evidence of child abuse, sexual abuse, or neglect.³ If personnel
16 know or have reasonable cause to suspect child abuse, sexual abuse, or neglect, a report shall be filed
17 immediately with the Coordinator, the Department of Children's Services (DCS), and law
18 enforcement.⁴ When alleged abuse involves someone employed by, previously employed by, or
19 otherwise affiliated with the school, the report may be made directly to the DCS and law enforcement
20 prior to notifying the Coordinator.⁵

21 The report shall include, to the extent known by the reporter:⁶

- 22 1. The name, address, telephone number, and age of the child;
23
- 24 2. The name, telephone number, and address of the parents or persons having custody of the child;
25
- 26 3. The nature and extent of the abuse or neglect; and
27
- 28 4. Any evidence to the cause or any other information that may relate to the cause or extent of the
29 abuse or neglect.

30 The Director of Schools/designee shall develop reporting procedures, including sample indicators of
31 abuse and neglect, and shall disseminate the procedures to all school personnel.

1 **CONFIDENTIALITY**

2 District employees shall keep all information regarding any child abuse confidential in accordance
3 with state law.

4 **INVESTIGATIONS**

5 School administrators and employees have a duty to cooperate, provide assistance, and information in
6 child abuse investigations⁷ including permitting DCS teams to conduct interviews while the child is at
7 school. The principal may control the time, place, and circumstances of the interview but may not
8 insist that a school employee be present even if the suspected abuser is a school employee or another
9 student. The principal is not in violation of any laws by failing to inform parent(s)/guardian(s) that the
10 child is to be interviewed even if the suspected abuser is not a member of the child's household.⁸

Legal References

1. TCA 49-6-1601
2. TCA 37-1-408; Public Acts of 2022, Chapter No. 841
3. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605(a)(4)
4. TCA 37-1-403(a)(2); TCA 49-6-1601
5. Public Acts of 2022, Chapter No. 781
6. TCA 37-1-403(b)
7. TCA 37-1-611(b)
8. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

Cross References

Recommendations and File Transfers 5.203
Staff-Student Relations 5.610
Interrogations and Searches 6.303
Student Discrimination, Harassment, Bullying, Cyber-
bullying, and Intimidation 6.304
Title IX & Sexual Harassment 6.3041
Promoting Student Welfare 6.400

Resignations

Renette Coleman – East Elem. Special Ed.
Brittanie Doaks – East Elem. Principal
Kenya Hudson – HJSHS Guidance
Jasmine Lee – East Bookkeeper

Non-Renewals

Leah Dotson – HJSHS 7th ELA
Teresa Gray – HJSHS 8th Social Studies
Kimberly Hollomom – East 1st Grade
Pete Norville – HJSHS 7th Science, Personal Finance
John Parramore – HJSHS 7th/8th Guidance Counselor

New Hires

Terri Cummins – HJSHS 7th Grade Science
Rachel Dreyer – HJSHS Instructional Coach
Sheena Parker – East Elem. 2nd grade
Grover Harwell – HJSHS Principal
Katrina Smith – HJSHS English IV
Ericka Hamilton – HJSHS Guidance Counselor
Terissa Rutherford – HJSHS Librarian/Instructional Learning Loss
Jaime Vanalstine – East Elem. 4th Grade
Jeremy Vonner – HJSHS History

Transfer

Sarah Jones – East 4th to East Special Ed.
Deborah Lambert – HJSHS Interim Principal to HJSHS Asst. Principal
Sheri Hopper – East Consulting Teacher to East Instructional Coach
LaQuisha Webb – East Instructional Coach to Stigall Instructional Coach
Ron Abernathy – HJSHS Interim Asst. Principal to HJSHS Personal Finance/Psychology
Elizabeth Lynch – Elementary Art Teacher to HJSHS Art Teacher
Anthony Melton – HJSHS Art Teacher to Elementary Art Teacher
Charity Pankey – HJSHS Math Interventionist to HJSHS 7th Math
Karen Patrick – East Special Ed. Asst. to Stigall Special Ed. Asst.
Chandra Maclin – HJSHS Instructional Coach to 8th Math
Carla Brown – RTI Interven/Interim Alternative School Principal to HJSHS Special Ed. Inclusion Teacher
Rhonda Randolph – HJSHS Special Ed. to East CDC Special Ed.
April Henley – East 5th to East Special Ed. Inclusion
Justin Parrish – East CDC Special Ed. To East Special Ed. Inclusion
Jenny Reed – East Computer Lab Educational Asst. to Coordinated School Health Admin. Asst.
Dominique Shivers – East Special Ed. Educational Asst. to Alternative School Special Ed. Asst.
Treyvon Brown – High School Special Ed. Asst. to Middle School Special Ed. Asst.
Kenneth Hollis – Middle School Special Ed. Asst. to High School Special Ed. Asst.
Austin Patten – Stigall Librarian to East 2nd Grade

Vacancies

Stigall – 1 ½ positions
East Elem. – 4 positions
HJSHS – 4 positions