

**Board of Education Regular Meeting**

August 2, 2021 5:30 PM

Administrative Office Building, Board Room

Attendance Taken at 5:32 PM.

Mr. Tom Cloud: Present  
Mr. Charlie Cogdill: Present  
Ms. Carolyn Ingram: Present  
Ms. Krista McKay: Present  
Ms. Peggy Pesterfield: Present  
Ms. Dawn Robinson: Present  
Mr. Nate Tucker: Present

1. **Welcome/Moment of Silence**

Dawn Robinson led us in a moment of silence.

2. **Pledge of Allegiance**

Tom Cloud led us in the Pledge of Allegiance.

3. **\*Consent Agenda**

Motion to approve the Consent Agenda Passed with a motion by Mr. Charlie Cogdill and a second by Ms. Carolyn Ingram.

Mr. Tom Cloud: Yes  
Mr. Charlie Cogdill: Yes  
Ms. Carolyn Ingram: Yes  
Ms. Krista McKay: Yes  
Ms. Peggy Pesterfield: Yes  
Ms. Dawn Robinson: Yes  
Mr. Nate Tucker: Yes  
Yes: 7, No: 0

3.A. \*Approval of Regular Agenda

3.B. \*Approval of Minutes from June 3, 2021 Board Meeting

3.C. \*Approval of 2021-2022 volunteer/non-faculty coaches for CMS and CHS

3.D. \*Approval of Coordinated School Health position request for 2021-2022 school year

3.E. \*Approval of 2021-2022 Agreement to administer the school nutrition program

3.F. \*Approval of Special Populations Position Request for 2021-2022 School Year

4. **Regular Agenda**

#### 4.A. Director's Update

-Dr. Dyer states we had fantastic summer camps this year. It was a huge success.

-We had a great professional development week that wrapped up today.

-Earlier this summer Dr. Dyer attended the AASA Governance and advocacy Conference. We talked about what we needed as superintendents and as school systems.

-CCS Annual Report has been published and it is available in print and on the website this week.

-#CCSRowtheBoat (#CCSRTB). We will be using this hashtag throughout this school year. It is based on a book called Row the Boat. It is based on 1-the Oar (Paddle) - Energy-which way are you going to paddle? 2- The Boat - Sacrifice- The more you give, serve, and make your life about helping others, the better and more fulfilled your boat will be, and the bigger your boat gets. We must work to be in the same boat! 3-The Compass - Direction- In our case, this is our strategic plan. This is our guide and we must all paddle together to accomplish our end goal!

We also have a logo that will be used on social media as well with #CCSRTB. This is a cute logo but if we don't put the work behind it then it doesn't work!

#### 4.B. Retiree Recognition

-Mr. Kelly Kiser recognizes our Retiring Teachers with a PowerPoint slide show and quotes from their principals. The retiring teachers that were recognized are: Leigh Ann Sprouse from Arnold Memorial Elementary School. Anita Brown from CHS. Delisa Dismukes from CHS. Jacqueline Lane from CHS. Mark "Steve" Stephenson from CHS. Stephanie Pirkle from CMS. Gwen Turpin from Ross Elementary. Sandra McClintock from Stuart Elementary. Cheryl Gilbert from Mayfield Elementary.

#### 4.C. New Teacher Recognition

-Mr. Kelly Kiser recognizes the New Teachers on a PowerPoint slide show. Kathy Barry - Supervisor of School Nutrition. Melissa Calandrillo - Speech Pathologist. Haleigh Thomas - Speech Pathologist. Callie Baggett - Arnold Elementary. Josh Cofer - Blythe-Bower Elementary. Jami Thomason - Blythe Bower Elementary. Chelsey Williams - Blythe - Bower Elementary. Eden Wilbanks - Candy's Creek Cherokee Elementary. Chris Alvarez - E. L. Ross Elementary. Mariah Ellis - Stuart Elementary. Cicely Barker - Mayfield Elementary. Samantha Eason - Mayfield Elementary. Lindsay Miller - Mayfield Elementary. Donald Benton - CHS. Jeffrey Bise - CHS. Abigale Dye - CHS. Delano Halfacre - CHS. Leanne Shurette - CHS. Alexandra Squires - CHS. Josiah Vacheresse - CHS. Nat Akiona - CMS. Ron Markel - CMS. Kelly Owens - CMS.

#### 4.D. Back to School update

-Dr. Elliott states that tomorrow we start to bring back our students. We went through summer school not requiring staff or students to wear masks, but it is an option if they choose to. We will not be taking temperatures this year as well, but parents are encouraged to monitor their child's temperature at home. We are going back to our regular procedures that were in place before COVID happened. Mr. Taylor and the operations department will have masks, sanitizer, and gloves on the bus if students would like to use them. We will still use the foggers to clean as well. We are going to follow the CDC guidelines and watch the ongoing

guidelines.

-Laura Hudson discussed the ELC Grant CCS received. This Grant is funded through the Department of Education, and CCS was awarded \$1.5 million. This grant will provide COVID testing if needed, and clinic nurses will have rapid testing available. It will update clinic supplies throughout the district. We will have a mobile unit for a COVID nurse to travel to different schools. This could be achieved by purchasing an ambulance that later can be used by our CTE department. The COVID nurse could provide preventative education to our staff and students. The grant can provide new water refill stations and order more equipment for PE departments. This grant will provide a LCSW (Licensed Clinical Social Worker) that is available for both staff and students.

-The Board asks if a student has been vaccinated would they have to be quarantined? Mrs. Hudson states they do not have to be quarantined if they have been vaccinated.

-The Board asks if a student has already had COVID would they have to be quarantined? Mrs. Hudson states they would have to look at the current guidance from the CDC. As of now, the student would have to be quarantined.

-The Board asks how long is this grant for? This is a 1-year grant.

-The Board asks how will CCS keep an eye on COVID and where the system will go with our guidance? Dr. Dyer states himself and Dr. Elliott follow the CDC website daily for new updates, and they are a part of a Wednesday meeting that discusses this. Whatever choice our task force makes going forward we encourage our parents to make the decision that works for their family.

-The Board asks if the system will be providing normal school lunches or if it will be bagged lunches? Kathy Barry states it will be normal school lunches, except for a couple of schools with maintenance projects wrapping up these first few weeks. Those schools will then go to normal school lunches as well.

-The Board asks if TSSAA has made any updates for sporting events at CMS and CHS? Mr. Doug Moore states TSSAA states you should follow your local guidelines. Dr Dyer states we are following the CDC Guidelines.

-Mrs. Robinson states we would like to remind the Task Force to communicate with our families if there is a change in the COVID protocols for each school.

4.E. \*General Fund Amendment #1

-Dr. Dyer states previously you approved a 2.5% raise for the 2021-2022 school year. Cindy Geren has crunched more numbers as the 2020-2021 school year closed to find another 1% raise for our employees. This is a total raise of 3.5%. Dr. Dyer recommends the Board approves the raise.

Motion to approve the general fund amendment #1 Passed with a motion by Mr. Tom Cloud and a second by Ms. Peggy Pesterfield.

Mr. Tom Cloud:	Yes
Mr. Charlie Cogdill:	Yes
Ms. Carolyn Ingram:	Yes
Ms. Krista McKay:	Yes

Ms. Peggy  
Pesterfield: Yes  
Ms. Dawn  
Robinson: Yes  
Mr. Nate  
Tucker: Yes  
Yes: 7, No: 0

4.F. \*Approval of CMS course addition: Spanish 1 and Health Science Education

-Dr. Leneda Laing would like for the board to approve Spanish 1 and Health Science Education at CMS for a high school credit.

-The Board would like for Spanish to be offered at the elementary level, in the future, so the students could be fluent by the time they graduate.

Motion to approve the CMS course additions of Spanish 1 and Health Science Education to the CMS curriculum as a high school credit Passed with a motion by Ms. Peggy Pesterfield and a second by Mr. Nate Tucker.

Mr. Tom  
Cloud: Yes  
Mr. Charlie  
Cogdill: Yes  
Ms. Carolyn  
Ingram: Yes  
Ms. Krista  
McKay: Yes  
Ms. Peggy  
Pesterfield: Yes  
Ms. Dawn  
Robinson: Yes  
Mr. Nate  
Tucker: Yes  
Yes: 7, No: 0

4.G. Student Representative's Update

-Mrs. Autumn O'Bryan introduces Leah Hargis. She is a senior, a cheerleader and has been an All American Cheerleader for 4 years. She has a 4.0 GPA, and is a star in the digital media department at CHS. During the interview process she stood out by thinking through problems. Her parents are here tonight with her. The board welcomes Leah to the board.

4.H. Site Committee

\*Bill Talley Statue

-Facilities Update

-Mr. Charlie Cogdill announces Toby Pendergrass and Josh Cullman. They are excited about putting a Bill Talley statue on the CHS campus. They presented the drawing of what the statue could look like. The statue of Mr. Talley would be leaned up against a podium with the story of Bill Talley on it, so anyone could read his story.

-Dr. Dyer makes the motion to approve the statue to move forward with this concept. The Board thanks the foundation for this

donation, it is appreciated.

-Mr. Cogdill asks when the completion of the statue will be? It should be completed in the fall with hopes of a spring dedication for baseball season.

-The Board wants to make sure this statue is placed where it is not vulnerable to vandalism. They would like it to be placed inside the fence for protection.

Motion to approve the statue to move forward with this concept

Passed with a motion by Ms. Dawn Robinson and a second by Mr. Nate Tucker.

Mr. Tom  
Cloud: Yes

Mr. Charlie  
Cogdill: Yes

Ms. Carolyn  
Ingram: Yes

Ms. Krista  
McKay: Yes

Ms. Peggy  
Pesterfield: Yes

Ms. Dawn  
Robinson: Yes

Mr. Nate  
Tucker: Yes

Yes: 7, No: 0

-Mr. Hal Taylor gives us an Operations update. CHS- as mentioned in previous meetings we thought we would have delays. Our hoods caused us to have some delays. The fire marshall is supposed to be here on Thursday to approve the fire hoods. Our commercial dishwashers didn't ship until July 16, but they are in now. The sewer and waterline went extremely well, it stayed on task the whole project. We had to dig up 4 different spots in CHS. Wilson Construction is who worked on the sewer/waterline and they also put up the canopies. Everything is up and working as it should. CHS had a new crosswalk put in at the high school. CMS-the fence is there for TDOT construction. The posts are repainted (54 posts) and they pressure washed the building. The dish table was replaced in the cafeteria. Arnold Memorial Elementary - At the end of summer school we lost a fire panel. We are safe to start school with a temporary replacement panel while we wait for the permanent replacement panel. Arnold is also in the process of getting a hood and dishwasher. Blythe-Bower - all the rooms that had carpet now have tile. There is a natural shortage of the glue that is used for the carpet on the steps in the theater. We should receive the glue in October, and we can finish that project then. Mayfield- we painted some of the interior of the building. Ross/Yates - repair of the hoods and update the fire protection. Stuart Elementary - We have had a tough time with the tile shortage, but we are up to date with this project except for the rubber flooring that is out of stock now.

-Mr. Cogdill states we are unsure if the score board will be here by the first home football game.

-The board asks since the canopy at CHS is slanted will the water run back into the grass and will that cause drainage issues? Mr. Taylor states the water drains into the posts and out.

-The board asks if the purchase of the lot in front of CCCE is complete? Mr. Taylor states it is complete.

4.I. \*First Reading of Policies: Policies 3.205, 4.101, 4.205, 4.206, 4.212, 4.213, 4.409, 4.605, 4.700, 5.106, 5.117, 5.200, 5.201, 5.802, and 6.319.

-Dr. Dyer reads all the policies and states he recommends we adopt all of these as first readings.

-For Policy 4.213 the board would like to make the motion to change the wording to remove any ambiguity and state it is definite. When this is approved, change the color of the word changes to show the changes after discussing with TSBA.

Motion to approve the first readings of all of the policies and make the change to policy 4.213 Passed with a motion by Ms. Carolyn Ingram and a second by Ms. Krista McKay.

Mr. Tom Cloud:	Yes
Mr. Charlie Cogdill:	Yes
Ms. Carolyn Ingram:	Yes
Ms. Krista McKay:	Yes
Ms. Peggy Pesterfield:	Yes
Ms. Dawn Robinson:	Yes
Mr. Nate Tucker:	Yes
Yes: 7, No: 0	

4.J. \*Remove Policy 5.3051 COVID-19 Leave

-Dr. Dyer states this law is no longer in the books since it did end on June 30, 2021. He recommends removing this policy.

Motion to approve the removal of Policy 5.3051 COVID-19 Leave Passed with a motion by Mr. Nate Tucker and a second by Ms. Krista McKay.

Mr. Tom Cloud:	Yes
Mr. Charlie Cogdill:	Yes
Ms. Carolyn Ingram:	Yes
Ms. Krista McKay:	Yes
Ms. Peggy Pesterfield:	Yes
Ms. Dawn Robinson:	Yes
Mr. Nate Tucker:	Yes
Yes: 7, No: 0	

4.K. Strategic Plan Focus-Communication

-Dr. Raper discusses the new website that was unveiled this summer.

-The board asks what is the plan to encourage schools to have updated information on their websites? Julie Smith states she will be meeting with the principals or web masters of each school monthly to make sure each school is up to date with their website information.

-Leah Hargis asks if we have looked into having a work based credit for high school students to help with the website and social media content? Dr. Dyer states that is in the works so stay tuned.

The new app has been released, and we will be communicating more out about this soon. If anyone has any questions about communications email Julie at [pr@clevelandschools.org](mailto:pr@clevelandschools.org).

5. **"B" Agenda**

5.A. Financial Report

5.B. Personnel Report

5.C. School Highlights

5.D. Dates to Remember

-Mrs. Robinson adjourned by general consent.

## **Board of Education Regular Meeting**

June 3, 2021 12:00 PM

Administrative Office Building, Board Room

Attendance Taken at 12:00 PM.

Mr. Tom Cloud:	Present
Mr. Charlie Cogdill:	Present
Ms. Carolyn Ingram:	Present
Ms. Krista McKay:	Present
Ms. Peggy Pesterfield:	Present
Ms. Dawn Robinson:	Present
Mr. Nate Tucker:	Present

### **1. Pledge of Allegiance**

Dawn Robinson led us in a moment of silence and then led us in the Pledge of Allegiance.

### **2. \*Consent Agenda**

Board members added the field trip forms to the consent agenda.

Motion to approve the consent agenda Passed with a motion by Mr. Tom Cloud and a second by Mr. Charlie Cogdill.

Mr. Tom Cloud:	Yes
Mr. Charlie Cogdill:	Yes
Ms. Carolyn Ingram:	Yes
Ms. Krista McKay:	Yes
Ms. Peggy Pesterfield:	Yes
Ms. Dawn Robinson:	Yes
Mr. Nate Tucker:	Yes

Yes: 7, No: 0

- 2.A. \*Approval of Regular Agenda
- 2.B. \*Approval of Minutes from May 3 Board Meeting
- 2.C. \*Approval of Consolidated Plan
- 2.D. \*Approval of DHA Committee
- 2.E. \*Approval of School Nutrition New Bid and Bid Renewals
- 2.F. \*Approval of Blythe-Bower Position Request for 2021-2022 School Year
- 2.G. \*Approval of Field Trips

### **3. Regular Agenda**

#### **3.A. Director's Update**

Dr. Dyer is excited to have everyone at the meeting.

-Summer camps are underway. Elementary started the Monday after school ended and the middle school camp started this week. He has visited some of the camps, specifically he went to Ross and they were creating new crayon boxes, great things are happening. We are grateful for the funds from the state.

-He has wrapped up the principal and director evaluations for the school year.

-We held meetings with Brian Templeton about the facilities and what the

principals/directors needs would be for the facilities. What would a design look like if the Board chooses to go to the Denning Center. Thank you to Hal Taylor for the help on these projects.

-New Board Policy 2.404 will be presented today at the meeting. Chuck Cagle will train on this policy on Monday, June 14. All Board Members are welcome to attend.

-Commissioner of Education, Penny Schwinn, and her staff will be visiting CMS on June 17th at 11:00 am to visit the 4 C's Camp. She will be doing bus tours this summer to see all the great things happening in summer camps.

-During the summer, we have a lot of planning underway for the new school year.

### 3.B. Spotlight

-CMS Softball Team: State Champs

-Jansen Vassey: Saving Stuart Elementary

-CMS softball team and coaches are in attendance. Dr. Laing read the insert from the CMS May 2021 school highlights section of this agenda. Coach Erica Rogers introduced the coaches and players from the 2021 team. The team performed their dugout chant and got the room excited. The Board congratulated the team on their state victory.

-Jansen Vassey - Dr. Dyer reads Richelle Sheltons email since she could not attend in person. The letter said:

When the fire alarm sounded at Stuart just before 10:00 am on Friday, May 14th, my first thought was that one of the younger children had accidentally pulled a fire alarm. I called out on the school radios, asking if it was a false alarm. The next voice I heard was one of the assistants yelling, "It's real! It's real!" The staff had sprung into action, getting all the students out safely and helping everyone to remain calm.

Our SRO Jansen Vassey and Alicia Kahrs had charged toward the danger. As I approached the bathroom containing the fire, all I could see were the feet of Officer Jansen and Mrs. Kahrs under the black cloud of smoke that billowed down the hallway. Officer Jansen had grabbed a fire extinguisher and immediately began to put out the fire. Before the firemen were able to make it to the campus, he had already secured our facility and protected us.

Due to Officer Jansen's bravery and quick-thinking, our schools was saved, and students were all safe. One of the first-graders found me while we were waiting to re-enter the school. She looked up at me and said, "Thank you for making us practice how to be safe." (We have fire drills every month to practice fire safety.) I assured her that she did a great job of listening and that Officer Jansen was always looking out for us to protect us. With a huge grin she said, "I love him." Her expression sums up our gratitude.

We are so thankful that our city supports our schools with the placement of SROs. Not only are they able to build strong positive relationships with our students, but they are also there to protect us. If asked, Jansen would say he was just doing his job on May 14th. He doesn't like recognition, but we want him to know how blessed we are to have him as a part of our school family. We are grateful that Officer Jansen Vassey accepted the responsibility to care for our school, students, and staff.

Richelle Shelton

P.S. Also a huge thank you to Hal Taylor and Cliff Eason for guiding us through this situation and helping to get the school back up and running so quickly.

-The Board thanks Jansen for his service to Stuart and thanks the SRO's in Cleveland City Schools. They would like to have Richelle's letter put on CCS letterhead with their signatures and mailed to the Chief and the police department.

### 3.C. \*Approval of Candy's Creek Commons Lot 10 Purchase

-Dr. Dyer says they have been talking about the lots in front of CCCE. Lot 10 is open now to be purchased. This is a great opportunity to have the school visible from the road. We probably will not do anything with the lot until the road is finished. If the board approves it, it will go to the city council meeting and closing will happen before July 1.

-The Board thought there would be language in the contract for the benefit and use of CCS. Hal states all of our Deeds say, " For the use and benefit of Cleveland City Schools..." They want to make the motion to show this language needs to be added.

-Tom states this might be a pre-mature purchase. He doesn't think it is a sellable lot to anyone, and it's not a good purchase. He is worried about the lot being cut in half in the future.

Motion to approve the purchase of Candy's Creek Commons Lot 10 with the added language "for the use and benefit of Cleveland City Schools..."  
Passed with a motion by Ms. Peggy Pesterfield and a second by Ms. Carolyn Ingram.

Mr. Tom Cloud:	No
Mr. Charlie Cogdill:	Yes
Ms. Carolyn Ingram:	Yes
Ms. Krista McKay:	Yes
Ms. Peggy Pesterfield:	Yes
Ms. Dawn Robinson:	Yes
Mr. Nate Tucker:	Yes

Yes: 6, No: 1

### 3.D. \*First Reading of Policies: Policy 2.404 School Support Organizations

-Dr. Dyer reads the current Policy 2.404 which we will be canceling out completely. The new policy will change how the support organizations format will change to meet the new state laws. This is the training that will take place with Chuck Cagle this month. We will follow the handbook from the state.

-The Board asks if the line in the second paragraph "civic organization", would that be an organization within the school system? Dr. Dyer states it could be or could be for example the Rotary Club. If the Rotary Club set up a concession stand at a band concert, who would get the money from the concession stand? Dr. Dyer and Cindy Geren state the Rotary Club would get the money.

-The difference now is the money goes through the School Support Organizations instead of going through the actual school bookkeeper. They will have to have their own bookkeeping and checking account away from the schools. At the June 14th meeting with Chuck Cagle we will go over the details of how this procedure will work going forward.

-The Board wants to confirm the language states the schools still control how many and what kind of fundraisers they can have, correct? Dr. Dyer states that is correct. For example: We would not have 2 different schools have a wrapping paper fundraisers at the same time. The organizations would still need to go through the approval process.

-The Board asks does the School Support Organization have a deadline on when they are approved and who is in the organization? Yes, The current deadline is August 1.

-The Board asks if the band boosters raise money for uniforms and

competitions then the money would have to go into their own bank account? Cindy Geren states that is correct. The money has to go into their separate account. The board asks if each student will have to have 2 separate bank accounts: 1 for their school band fee and 1 for their money raised fees? Dr. Dyer states that can not happen, but they will get into the conversation later with Mr. Cagle.

-Dr. Dyer asks the Board to send any questions for Chuck Cagle to Julie Smith, so he can answer them at the meeting.

Motion to approve the first reading of Policy 2.404 Passed with a motion by Mr. Nate Tucker and a second by Ms. Carolyn Ingram.

Mr. Tom Cloud: Yes

Mr. Charlie Cogdill: Yes

Ms. Carolyn Ingram: Yes

Ms. Krista McKay: Yes

Ms. Peggy Pesterfield: Yes

Ms. Dawn Robinson: Yes

Mr. Nate Tucker: Yes

Yes: 7, No: 0

### 3.E. Strategic Plan Focus

Dr. Dyer wants to share our highlighted accomplishments over this past year in spite of COVID.

-In ELA and Math Curriculum and Instruction: Conduct weekly grade level literacy meetings at schools and monthly at the district levels, Conduct I-Ready diagnostic assessments in grades K-8, and provide leadership training, conduct walkthroughs, and review data on key components of ELA Instructional Practice Guide Walkthrough Observation Tool.

-In New Learning Initiatives: Adjust the role of technology teachers to focus on Science, Technology, Engineering, Arts, and Mathematics (STEAM) Instruction, Purchase Chromebooks for students in grades K-5 for BLADE programming, and create an elementary level deployment plan for the distribution of devices to students.

-In Portrait of a Graduate and Career Exploration: Utilize Youscience (Youscience helps kids think through their career plan) in all Career and Technical Education (CTE) and FX classrooms, Create at least one business or industry partner for worksite opportunities for CAPS Students, and share monthly CTE Newsletter with all CCS employees to showcase course and career opportunities.

-In Student Support: Offer Speech/Language integrated services in regular education setting, evaluate and preview available screening tools and intervention resources, use the ESL Family Engagement Coordinator to target specific needs, and plan and implement summer intervention programming and after-school learning labs (summer camps).

We will not have virtual school next year because we did not have enough interest.

-The board asks if we can use the cameras in the classroom if a student is quarantined? Not right now, the state law would have to change. We will wait for future guidance.

### 3.F. Site Committee

-Charlie Cogdill states at the last meeting the board approved naming the of the field house and baseball stadium.

-David Beckler states last Thursday they had a reception for Coach Scott. There were over 70 people in attendance. Mr. Beckler brought more letters from more gentlemen at the meeting. The Board thanks Mr. Beckler for caring enough about the legacy of Cleveland High School. Dawn Robinson asked if there would be a plaque about Coach Scott so the people going through the field house would know who he is? Mr. Beckler has plans to create a plaque with information about Coach Scott.

-Hal Taylor says we need to standardize how we recognize people/signs. At the field house, we would replace the middle blue "C" sign with 16 - 18 Feet in width (which is similar to the Benny Monroe sign) by 7 feet tall. It would say "Bobby Scott Field House" with Raider blue letters and a white background. "Bobby Scott" would be larger letters and "Field House" will be a little smaller letters which would be similar to the "Benny Monroe" sign. All Board Members agree with the placement of the sign.

-Updates on Construction: CHS sewer is underway, CMS is having a fence put up for the road construction. CHS, Stuart, Arnold, Ross and Yates kitchen hoods have been ordered. CHS, Stuart, Arnold, and Ross dishwashers have been ordered. CMS - New Soil table has been ordered custom. They started the cross walk installation at CHS this week-this was paid for by a safety grant. CCCE, Mayfield and Stuart canopies have all been started. CHS canopy will be started next week. Stuart hallway floors have been taken up and the asbestos cleanup has been completed. The next step is to put the new floor down. BB floors are ahead of schedule. The rooms that aren't being used for summer camps have been started. We are having constant delays just like everyone else in the world. We are doing well, but we are concerned about some of the parts not coming in a timely fashion. Please be patient with us as we push forward.

-The board asks if we have any say in the CMS TDOT schedule at CMS? Mr. Taylor states that TDOT determines all scheduling.

-The board asks if we have any influence on how the traffic lights are scheduled? Mr. Taylor states the Cleveland Police Department has sent officers to stop the community from detouring into the neighborhood across from CMS. Mr. Taylor states the city has been listening when we discuss the traffic lights with them. Mr. Taylor states cell phones are the number one problem. When they sit at the red light they will be on their phone and the light changes. The parents leave a big gap in between them and the car in front of them which makes the red light think there aren't any more cars coming and the light changes. Dr. Dyer states we can approach this again with the city.

-The board asks if the back parking lot at The Denning Center will be made bigger? Mr. Taylor states in the future this will be a possibility.

#### **4. "B" Agenda**

Mrs. Robinson adjourned by general consent.

- 4.A. Financial Report
- 4.B. Personnel Report
- 4.C. School Highlights
- 4.D. Dates to Remember

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
DATE



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**Russell Dyer, Ed.D. • Director of Schools**

4300 Mouse Creek Road NW, Cleveland, TN 37312 • p: 423.472.9571 • f: 423.472.3390 • [clevelandschools.org](http://clevelandschools.org)

## **MEMO**

Date: July 14, 2021

To: Dr. Dyer and Cleveland City Schools Board of Education

From: Kelly Kiser-Director of Human Resources

Please find below the 2021-2022 list of volunteer/non-faculty coaches provided by Cleveland Middle School for your approval.

Baseball- Eric Powers (Volunteer)  
Girls' Basketball- Holly Stroud (Non-Faculty)  
Football- Will Plummer (Volunteer)  
Boys' Soccer- Michael Indivino (Volunteer)  
Girls' Soccer- Jenna Bosserdet (Volunteer)  
Softball- Stephen Rogers (Volunteer)

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**Russell Dyer, Ed.D. • Director of Schools**

4300 Mouse Creek Road NW, Cleveland, TN 37312 • p: 423.472.9571 • f: 423.472.3390 • [clevelandschools.org](http://clevelandschools.org)

## MEMO

Date: July 21, 2021

To: Dr. Dyer and Cleveland City Schools Board of Education

From: Kelly Kiser-Director of Human Resources

Please find below the 2021-2022 list of volunteer/non-faculty coaches provided by Cleveland High School for your approval.

Boys' Basketball-TBD (Volunteer)  
Boys' Basketball- Chuck Condo (Volunteer)  
Cross Country and Track- Johnny Clemons (Non-Faculty)  
Football and Wrestling- Wilson Benefield (Volunteer)  
Boys' and Girls' Golf- Lamar Mills (Non-Faculty)  
Boys' Soccer- TBD (Non-Faculty)  
Girls' Soccer- Elizabeth Sanders (Non-Faculty)  
Track- Lonnie White (Non-Faculty)  
Volleyball- Daniel Millsaps (Non-Faculty)

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Russell Dyer, Ed.D. • Director of Schools

4300 Mouse Creek Road NW, Cleveland, TN 37312 • p: 423.472.9571 • f: 423.472.3390 • clevelandschools.org

# Memo

To: Cleveland City Schools Board of Education and Dr. Dyer

From: Kelly Kiser-Director of Human Resources



Date: July 8, 2021

Re: Coordinated School Health Positions Request for the 2021-2022 School Year

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The Student Services Department and Coordinated School Health would like to request approval to add the following new positions for the 2021-2022 school year:

ELC Nurse (Full Time)  
ELC Grant Coordinator (Part Time)  
ELC Grant Licensed Clinical Social Worker (Part Time)

The positions will be funded through an Epidemiology and Laboratory Capacity (ELC) Grant that has been awarded to Cleveland City Schools. These would be one year positions.

KK  
7/12/2021

**MEMO**

TO: Cleveland City Schools Board of Education

FROM: Laura Hudson, Coordinator of School Health

DATE: Jul 8, 2021

RE: Position Requests for ELC Grant Fulfillment

Through funds provided by the ELC (Epidemiology and Laboratory Capacity) grant, I would like to propose three grant funded positions for the 2021-2022 school year only. The positions would assist our district in meeting the requirements of the grant. Each position will be for the 2021-2022 school year only.

The purpose of the grant is to increase access for our students and staff to COVID-19 testing. The grant also includes many opportunities for increased strategies to reduce the risk of COVID-19 and other communicable diseases throughout the district. Below is a description of how each proposed position will fulfill their duties:

- COVID-19 ELC Nurse: This position will be a 181-day contract and be funded through the ELC grant. This nurse will man the mobile testing unit and perform PCR and rapid COVID tests for staff and students, organize mass testing and/or vaccine events, if advised, and be available to provide COVID prevention education to students and staff throughout the district. This nurse will be available 100 percent of the time to provide COVID testing.
- COVID-19 ELC Grant Coordinator: This position will be a 100-day contract and be funded through the ELC grant. Duties will include: order, inventory, deliver, report and track purchases related to the ELC Grant and COVID response. This position will also assist the COVID-19 ELC Nurse with mass testing and/ or vaccine events that arise. This person will be available 100 percent of the time for COVID responsibilities.
- COVID-19 ELC Licensed Clinical Social Worker: This position will be a part time position and be funded through the ELC grant. It can be combined with another part time LCSW position to fulfill a full-time position. Duties will include COVID response and intervention for any student or staff that would like to utilize the expertise of a LCSW. The LCSW will be available to work with and/or educate individuals or groups regarding the social and emotional aspects of coping with COVID related issues.

Thank you for your consideration.

# School Year 2021-22 Agreement to Administer the School Nutrition Program(s)

School Breakfast Program- Child Nutrition Grant (CFDA 10.553)  
National School Lunch Program- Child Nutrition Grant (CFDA 10.555)  
Seamless Summer Option- Child Nutrition Grant (CFDA 10.555)  
Afterschool Snack Program- Child Nutrition Grant (CFDA 10.555)  
Special Milk Program- Child Nutrition Grant (CFDA 10.556)

This Agreement ("Agreement") exists to achieve the purposes of: (1) the Richard B. Russell National School Lunch Act, as amended (42 U.S.C. 1751-1760) and regulations governing the National School Lunch Program (7 CFR 210 and 245) and (2) the Child Nutrition Act of 1966, as amended (7 U.S.C. 1771 – 1985), and regulations governing the School Breakfast Program (7 CFR 220 and 245) and (3) the Special Milk Program for Children (7 CFR 215); (4) Public Law 105 – 336 authorizing reimbursement for snacks, (5) Public Law 85-478, as amended authorizing the Seamless Summer Option (formerly known as the Seamless Summer Food Service Program; (6) Public Law 108-265 to amend the National School Lunch Act and Child Nutrition Act of 1966 to provide children with increased access to food and nutrition assistance, to simplify program operations and improve program management; (7) Public Law 111-296 the Healthy, Hunger Free Kids Act of 2010; (8) 2 CFR Part 225 (formerly Office of Management and Budget (OMB) Circular A-87) which stipulates allowable and unallowable expenses in the non-profit School Nutrition Program; (9) Tennessee Code Annotated (T.C.A.) Title 49, Chapter 6, Part 23 governing the operation of the School Nutrition Programs within the state of Tennessee; and (10) State Board of Education rules, regulations, and minimum standards for the operation of the public school system, Chapter 0520-01-06 governing the operation of the School Nutrition Programs within the State of Tennessee.

The Tennessee Department of Education, hereinafter referred to as the "State Agency (SA)," and the School Food Authority (SFA), listed below, hereinafter referred to as the "SFA" agree to comply with the conditions of this Agreement which are based on public laws, regulations, statutes, policies, procedures and best practices that govern the School Nutrition Programs to be operated by the SFA.

### **The State Agency (SA)**

- a. Agrees that to the extent of funds available, it shall reimburse the SFA in connection with meals, snacks and milk served to children in the indicated program(s) in schools, institutions or sites included in the Agreement and/or amended Agreement during the effective period of this Agreement; agrees that during any fiscal year, the amount of reimbursement paid to the SFA for meals and snacks served to children in each school, institution or site shall not exceed the amount equal to the number of meals or snacks by types (free, reduced, paid), served to children, multiplied by the assigned rates;
- b. Agrees that it will supply, in writing or electronically, to the SFA's School Nutrition Program Administrator, all changes, additions and deletions to federal and state regulations and policies of the Tennessee Department of Education and State Board of Education that govern the operation of the programs;
- c. Will operate in accordance with U.S. Department of Agriculture policy, which prohibits discrimination on the basis of race, color, national origin, sex, age, or disability;
- d. Reserves the right to disallow any claim for reimbursement, to withhold School Nutrition funds and/or to recover any School Nutrition funds which are used in a manner that is not in accordance with federal and state laws and regulations or the terms of this Agreement;
- e. Shall execute this Agreement.

### **The School Food Authority (SFA)**

- a. Application. An official of an SFA shall make written application to the State Agency (SA) for any school in which it desires to operate the Program. Applications shall provide the State Agency (SA) with sufficient information to determine eligibility. The SFA shall also submit for approval a Free and Reduced Price Policy Statement in accordance with part 245 of Chapter 7 of the Code of Federal Regulations.
- b. Agreement. The Parties establish this Agreement, as each SFA approved to participate in the program is required under 7 CFR 210.9 to enter into a written agreement with the State Agency (SA) that may be amended as necessary. Nothing in the preceding sentence shall be construed to limit the ability of the State Agency (SA) to suspend or terminate this Agreement in accordance with 7 CFR 210.25. The SFA and participating schools under its jurisdiction, shall comply with all provisions of 7 CFR parts 210, 215, 220 and 245. This Agreement shall provide that each SFA shall, with respect to participating schools under its jurisdiction:
  1. Maintain a nonprofit school nutrition program and observe the requirements for and limitations on the use of nonprofit school nutrition program revenues set forth in 7 CFR 210.14 and limitations on any competitive school food service as set forth in 7 CFR 210.11 and T.C.A. § 49-6-2307;
  2. Limit its net cash resources in the School Nutrition Program to an amount that does not

exceed three (3) months average expenditures for its nonprofit School Nutrition Program or such other amount as may be approved by the SA in accordance with 7 CFR 210.19 (a); agrees that indirect costs may be recovered from the School Nutrition Program only from a reserve fund that exceeds three (3) months' operating expenses as outlined in T.C.A. § 49-6-2305 Reserve Fund;

3. Maintain a system of financial accounting as prescribed under 7 CFR 210.14, 220.13 and 225;
4. Comply with uniform administrative requirements, cost principles, and audit requirements of federal awards in 2 CFR part 200 as applicable;
5. Serve meals, during meal periods, which meet the requirements for food components and dietary standards as prescribed in 7 CFR 210.10 and 220.8;
6. Price meals as a unit;
7. Serve meals free or at a reduced price to all children who are determined by the local educational agency to be eligible for such meals under 7 CFR part 245;
8. Comply with the requirements of Provision 2, the Community Eligibility Provision, and reimbursement alternatives if applicable.
9. Claim reimbursement at the assigned rates only for reimbursable free, reduced price, and paid meals served to eligible children in accordance with 7 CFR parts 210 and 220. Agree that the SFA official who electronically signs the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR 210.8 and 220.9 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the withholding of payments, suspension or termination of the program as specified in 7 CFR regulations. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft or fraudulent activity the penalty specified in 7 CFR 210.26 and 220.19 shall apply;
10. Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by the State Agency (SA);
11. Submit claims for reimbursement in accordance with 7 CFR 210.8 and 220.11;
12. Comply with the requirements of the United States Department of Agriculture regulations regarding nondiscrimination (7 CFR parts 15, 15a, 15b);
13. Not discriminate against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement;

The program applicant hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.);

- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency. (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Part 35, 42, and 50.3);
- ix. Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession

of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

14. Enter into an agreement with United States Department of Agriculture to receive donated foods as required by 7 CFR part 250;
15. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations, and comply with the food safety requirements of § 210.13 and 220.13;
16. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the United States Department of Agriculture;
17. Maintain necessary facilities for storing, preparing and serving food;
18. Upon request, make all accounts and records pertaining to its school food service available to the State Agency (SA) and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for resolution of the issues raised by the audit;
19. Maintain files of currently approved and denied free and reduced price applications, which must be readily retrievable by school.
20. Maintain files of the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in 7 CFR 245.6(b)(5) of Chapter 7 of the Code of Federal Regulations which must be readily retrievable by school. Documentation for direct certification must include information obtained directly from the appropriate state or local agency, or other appropriate individual, as specified by FNS, that:
  - i. A child in the Family, as defined in § 245.2 of Chapter 7 of the Code of Federal Regulations, is receiving benefits from SNAP, FDPIR or TANF, as defined in § 245.2 of this chapter; if one child is receiving such benefits, all children in that family are considered to be directly certified;
  - ii. The child is a homeless child as defined in § 245.2 of Chapter 7 of the Code of Federal Regulations;
  - iii. The child is a runaway child as defined in § 245.2 of Chapter 7 of the Code of Federal Regulations;
  - iv. The child is a migrant child as defined in § 245.2 of Chapter 7 of the Code of Federal Regulations; or
  - v. The child is a Head Start child as defined in § 245.2 of Chapter 7 of the Code of Federal

Regulations.

21. Retain the individual applications for free and reduced price meals and meal supplements submitted by families for a period of 3 years after the end of the fiscal year to which they pertain or as otherwise specified under paragraph (b)(17) of 7 CFR 245.2.
  22. No later than December 31 of each year provide the State Agency (SA) with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day the preceding October. In addition, each SFA shall provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals.
- c. Afterschool care requirements. Those SFAs with eligible schools (as defined in 7 CFR 210.10(n)(1)) that elect to serve meal supplements during afterschool care programs, shall agree to:
1. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR 210.10;
  2. Price the meal supplement as a unit;
  3. Serve meal supplements free or at a reduced price to all children who are determined by the SFA to be eligible for free or reduced price school meals under 7 CFR part 245;
  4. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
  5. Claim reimbursement at the assigned rates only for meal supplements served in accordance with this Agreement;
  6. Claim reimbursement for no more than one meal supplement per child per day;
  7. Review each afterschool care program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
  8. Agree to provide organized, regularly scheduled activities in a structured and supervised environment, including an educational or enrichment activity; and
  9. Comply with all requirements of 7 CFR 210, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by 7 CFR 210.9(b)(9)).
- d. Seamless Summer Option (SSO). Those SFAs with eligible schools that elect to serve meals and

meal supplements with the seamless summer option, shall agree to:

1. feed children in low-income areas during the summer months (or during extended breaks of a year-round school schedule). The National School Lunch Act at 42 USC 1761(a)(8) allows public and non-profit school food authorities/ Local Educational agency (SFA/LEA) participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to operate the Seamless Summer Option. The SFA/LEA will follow requirements, where applicable, in the NSLP and SBP regulations at 7 CFR Parts 210, 220 and 225 for this option.
2. apply with the location and description of the option site, percentage of Free/Reduced price meals, type of site and method of advertisement;
3. adhere to the special provisions of the Seamless Summer Option, which are described in the following sections (4-23)
4. demonstrate financial and administrative capability for Program operations and accepts final financial and administrative responsibility for total Program operations at all sites;
5. follow SSO policy (established in the body of regulations, instructions, handbooks, and other written guidance) to choose SSO sites.
6. Restricted Open Site is an open site initially (open to all children through age 18 in the community), but later restricted by the district for security, safety or control reasons;
7. Closed enrolled site is a site located in eligible or non-eligible areas that are limited to a group of enrolled children through age 18, of which at least 50 percent must be eligible for free or reduced price school meals (academic summer schools are excluded). An example of a closed enrolled site is a summer enrichment program in a school site that has less than 50 percent of its regular students eligible for free and reduced price meals but 50 percent or more of the students enrolled in the enrichment program are eligible for free and reduced price meals. Contact the State Agency (SA) for additional information needed for enrolled sites or camps;
8. the SFA will not claim any meals under the seamless option at any site without receiving prior approval from the State Agency (SA);
9. all persons meeting the definition of Children in the Summer Food Service Program (SFSP) federal regulations at 7 CFR 225.2 are eligible to participate. This includes all persons in the community who are 18 years of age and under and (as defined at 7 CFR 225.2) those persons over age 18 who meet the State Agency (SA) definition of mentally or physically disabled persons;
10. the SFA/LEA will follow NSLP meal service requirements for lunch or snacks (7 CFR 210.10) and SBP meal service requirements (7 CFR 220.8) for breakfast. With State Agency (SA) approval, the SFA/LEA may serve a supper meal, using applicable NSLP meal service requirements for lunches.
11. meals will be counted at the point of service.

12. second meals are not reimbursable and may not be claimed.
  13. production and menu records will be maintained that show compliance with meal requirements;
  14. the designated lunch period will be between the hours of 10 a.m. and 2 p.m., unless otherwise exempted by FNS (such as supper service that would not occur during these hours).
  15. the SFA/LEA may allow “offer versus serve” meals at SSO sites.
  16. Off-site consumption of meals will not be allowed, except as part of a scheduled event such as a planned field trip.
  17. the number and types of meals will comply with the SFSP requirements at 7 CFR 225.16(b), as described below in sections # 18-23.
  18. All sites except camps or migrant sites: With State Agency (SA) approval, the SFA/LEA may serve up to two meals at all sites. Meal service may include breakfast, lunch, snack, or supper. The SFA/LEA may not claim both lunch and supper meals at the same site on the same day.
  19. there will be no charge for meals served to eligible participants.
  20. meals at all approved SSO sites, except camps, will be served free to all children in accordance with 7 CFR 225.6(e)(4) of the SFSP regulations.
  21. the SFA/LEA may claim meals at the “free” rates prescribed by USDA for the NSLP (including snacks) and the SBP. Supper meals, if permitted by the State Agency (SA), may be claimed at the free rate for NSLP lunches. All lunches and suppers served under this amendment will receive the standard commodity support rate available for the NSLP. SSO sites that qualify for the severe need breakfast rate will continue to receive this differential.
  22. on the monthly claim filed with the State Agency (SA), the SFA/LEA must identify meals served at SSO sites separately from other NSLP or SBP meals served at other sites.
  23. the SFA/LEA will review the meal counting, claiming, and meal pattern compliance within the three (3) weeks of starting operations for all sites that are newly approved to operate the Seamless Summer Feeding Option or that are operated by non-SFA/LEA personnel.
- e. The Fresh Fruit and Vegetable Program (FFVP) allows selected schools to receive reimbursement for the cost of making free fresh fruits and vegetables available to students during the school day. The following conditions must be met:
1. these fresh fruits and vegetables must be provided separately from the lunch or breakfast meal, in one or more areas of the school during the official school day;
  2. all schools that participate in the FFVP are required to widely publicize within the school the availability of free fresh fruits and vegetables;

3. schools with the highest free and reduced price enrollment will be selected;
4. yearly training with any updates shall be available to all FFVP schools;
5. selected schools must meet the following criteria: be an elementary school, represent the highest percentage of students certified for free and reduced price benefits, participate in the NSLP, complete an annual application and/or update for the FFVP;
6. a per-student allocation of \$50-\$75 per year will be made;
7. provide a serving of fruit or vegetable only to teachers who are directly responsible for serving the fruit or vegetable;
8. submit a monthly claim for reimbursement;
9. may use no more than 10% of your school's total grant for administrative costs;
10. receive reimbursement for the costs of purchasing, preparing, and serving fresh fruits and vegetables to children in your schools.

**The SA and the SFA mutually agree that:**

- a. Schools or sites may be added or deleted by amending this Agreement as the need arises and references herein to schools or sites within the SFA shall be deemed to include all schools or sites as added through the Site Application.
- b. Both shall cooperate with USDA officials and contractors conducting evaluations and research in the School Nutrition Programs.
- c. For the purpose of this Agreement, the following terms will mean respectively:
  1. *Adult*: means a person who is (1) a staff member or employee of a school, including all faculty, supervisory and other personnel and (2) not under 21 chronological years of age in non-profit Residential Child Care Institutions (RCCIs) and (3) not a student of high school grade or under as determined by the state education agency in schools as defined in 7 CFR 210.2;
  2. *Child*: means (a) a student of high school grade or under as determined by the state education agency, who is enrolled in an educational unit of high school grade or under as described in paragraph (a) and (b) of the definition *school* including students who are mentally or physically disabled as defined by the state and who are participating in a school program established for the mentally or physically disabled; or (b) a person under 21 chronological years of age who is enrolled in an institution or center as described in paragraph (c) of the definition of school or (c) for purposes of reimbursement for meal supplements served in after school care programs, an individual enrolled in an after school care program operated by an eligible school who is twelve (12) years of age or under or in the case of migrant workers and children with disabilities, not more than eighteen (18) years of age or under;

3. *Meals*: means food served at a school under the indicated programs which meets the applicable nutritional requirements set forth in the regulations and policies; *Meals* include breakfast, lunch or snack;
  4. *Non-profit School Nutrition Program*: means meal service operated by the SFA for the benefit of children, all of the income from which is used solely for the operation or improvement of such meal service and for no other purpose;
  5. *School*: (a) an educational unit of high school grade or under, recognized as part of the educational system in the state and operating under public or non-profit private ownership in a single building or complex of buildings; (b) any public or non-profit private classes of pre-primary grade when they are conducted in the aforementioned schools; or (c) any public or non-profit, private residential child care institution, or distinct part of such institution, which operates principally for the care of children, and, if private, is licensed to provide residential child care services under the appropriate licensing code by the state or a subordinate level of the government, with the exception of residential summer camps, which participate in the Summer Food Service Program for Children, Job-corps Centers funded by the Department of Labor, and private foster homes; the term "Residential Child Care Institution" includes, but is not limited to: homes for the mentally, emotionally, or physically impaired, and unmarried mothers and their infants; group homes; half-way houses; orphanages; temporary shelters for abused children and for runaway children; long term care facilities for chronically ill children; and juvenile detention centers; a long term care facility is a hospital, skilled nursing facility, intermediate care facility, or distinct part thereof, which is intended for the care of children confined for thirty (30) days or more;
  6. *School food authority*: means the governing body which is responsible for the administration of one or more schools, institutions or sites, and which has the legal authority to operate the NSLP, the SBP, the SMP, the SSO and/or the ASSP therein.
- d. This Agreement is effective for the programs as approved in the electronic application for the period commencing July 1 and ending the following June 30; the Agreement will be permanent for each school year thereafter unless legislation changes and new requirements are added and/or deleted. This must be signed by the Director of Schools and maintained at the SFA level. Approval in the Tennessee: Meals, Accounting, and Claiming (TMAC) system will be made as soon as SFAs submit the appropriate information through the TMAC system.
- e. The SFA/LEA shall comply with all requirements of 7 CFR 245.6(f) when disclosing students' free and reduced price eligibility status without parental consent. This includes the requirement that SFAs/LEAs may only disclose such information to persons determined to be "directly connected" with the administration or enforcement of a federal education program, state education program, state health program, or a means-tested nutrition program, as well as to persons directly connected with the Comptroller General Office or law enforcement for an authorized activity. Eligibility information shall not be made generally available to all school officials. Only individuals with a legitimate "need to know" to provide a service or carry out an authorized activity may access or use eligibility information. Teachers, guidance counselors, principals, or other school officials who are not providing assistance under the appropriate statutory or regulatory requirements

cannot have access to eligibility information. The SFA/LEA is responsible for determining whether it is legally permissible and appropriate for an individual to have access to and/or disclose students' free and reduced price eligibility information.

- f. State agencies, SFAs/LEAs, and schools must also ensure data systems, records, and other means of accessing a student's eligibility status are limited to officials directly connected with administration or enforcement of federal or state program or activity. Online data systems shall have a masking or de-identification capability to prevent unauthorized access to free and reduced price eligibility status.
- g. The State Agency (SA) may withhold Federal School Nutrition funds from the SFA when there is evidence of material non-compliance with the terms and conditions of this Agreement; the State Agency (SA) may also withhold Federal School Nutrition funds for failure of the SFA to take corrective action within sixty (60) days of notification of non-compliance as a result of a USDA mandated review, an Additional Administrative Review (AAR) or Technical Assistance (TA) Review; the State Agency (SA) may terminate this Agreement with the SFA immediately upon receipt of evidence that the terms and conditions of this Agreement or any of the regulations specified herein have not been fully complied with the SFA; any termination of the Agreement by the State Agency (SA) shall be in accordance with applicable laws and regulations.
- h. The terms of this Agreement shall not be modified or changed in any way other than by written amendment, agreed to in writing by both parties hereto.

# Policy Statement for Providing Free and Reduced Price Meals to Students

**This document is part of the Agreement between the SFA and the SA to administer the School Nutrition Programs.**

The SFA accepts responsibility for providing **free and reduced price meals and/or free milk and afterschool snacks** to eligible children in the schools under its jurisdiction.

The SFA assures the Tennessee Department of Education that the school district will uniformly implement the following policies to administer the program(s) in schools under its jurisdiction. In fulfilling these responsibilities, the SFA agrees to the following provisions:

- A. Serve meals free to children from households whose income is at or below the free meal eligibility scale listed in the current income eligibility guidelines, or whose participation in SNAP (formerly Food Stamp Program) or Families First also called Temporary Assistance for Needy Families (TANF) or the Food Distribution Program on Indian Reservations (FDPIR) qualifies them for direct certification for free meals, or whose migrant, homeless, runaway or foster child status or other federally-approved status as described in a policy memorandum issued by the United States Department of Agriculture, entitles them for categorical eligibility for free meals;
- B. Serve meals at a reduced price to children from households whose income is at or below the reduced price meal eligibility scale listed in the current income eligibility guidelines and/or use other available resources for the student co-pay for reduced price breakfast meals (\$ .30 per meal) or paid meals to serve breakfast meals at no charge to students who are eligible for reduced price meals or paid meals;
- C. Set reduced price charges for lunch and breakfast at or below the maximum reduced price allowed by regulations and below the full price of the lunch or breakfast. Reduced price charges for lunch shall be set at \$ .40 or less, reduced price breakfast shall be served free of charge to qualifying students using the state allocation provided under Session Law 21-345 or at \$ .30 or less and reduced price snacks shall be served at \$ .15 or less;
- D. Ensure food is not used as a means of rewarding or punishing students for any purpose;
- E. Ensure no physical segregation of, nor any other discrimination against, any child because of his/her inability to pay the full price. The names of children eligible to receive free or reduced price meals shall not be distributed, published, posted, or announced in any manner, and there shall be no overt identification of any such children by use of special tokens, tickets, identification numbers or any other means. Further assurance is given that children eligible for free or reduced price meals shall not be required to:
  - 1. Work for their meals;

2. Use separate dining room areas;
  3. Go through a separate serving line;
  4. Enter the dining room through a separate entrance;
  5. Eat meals at a different time;
  6. Eat a meal different from the one sold to children paying the full price.
- F. Operate the School Nutrition Programs so that no child shall be discriminated against on the basis of race, color, national origin, sex, age, or disability.
- G. Authorize the School Nutrition Administrator/Designee to serve as the Determining Official for the LEA; the Determining Official shall determine student's meal eligibility status based on the 2021-2022 eligibility guidelines. This official agrees that information on the application will be used to determine the child's eligibility for only those benefits designated by the parent/guardian. The determining official is also authorized to make decisions about extending school meal benefits to students residing in households where other students are directly certified for free meals and who are subsequently eligible to receive them based USDA guidance. (Note: The Determining Official may not serve as the Hearing Official. See Item K.)
- H. Develop and make available to each child's parent or guardian, a letter as outlined herein, including a household application for free or reduced price meals, at the beginning of each school year. The school system must develop a procedure and keep it on file for disseminating applications (school packets, email, website, or combination, etc.). This procedure must define if applications will be paper or electronic and how they will be returned. Parents will be responsible for completing a household application and returning it to the school or Board of Education for review. Such applications and documentation of action taken will be maintained for three (3) years after the end of the school year to which they pertain. Applications are effective for one year. Any parent enrolling a child in a school for the first time, at any time during the year, shall be provided an application for meal benefits. If a child transfers from one school to another under the jurisdiction of the LEA, his eligibility for free or reduced price meal will be transferred to, and honored by, the receiving school. Parents or guardians will be notified, within 10 working days, of the acceptance or denial of their applications. Children will be served meals immediately upon the submission of a complete application; children whose applications are approved for free meal benefits shall not incur charges during the application processing period.

Use data from the state agency's Direct Certification Technology System to issue meal benefits to students who are directly certified for free meals and to notify the students' households of free meal benefits and allow the household the opportunity to decline free meal benefits should they choose to do so.

Public Law 111-296 allows certification of a foster child for free meals, without application, if the local educational agency or other child nutrition program institution obtains documentation from an

appropriate state or local agency indicating the status of the child as a foster child whose care and placement is the responsibility of the state or that the foster child has been placed with a caretaker household by a court. The foster child is categorically eligible and may be certified without an application. Households with foster and non-foster children may choose to include the foster child as a household member, as well as any personal income earned by the foster child, on the same household application that includes their non-foster children. This will streamline the application process and may help the foster family's non-foster children qualify for free or reduced price meals based on household size and income.

In processing the application, the LEA would certify the foster child for free meals, and then make an eligibility determination for the remainder of the household based on the household's income (including personal income earned by the foster child) or other categorical eligibility information reported on the application. Foster payments received by the family from the placing agency are not considered income and do not need to be reported. The presence of a foster child in the household does not convey eligibility for free meals to all children in the household in the same manner as FNS, Temporary Assistance for Needy Families (TANF), Food Distribution Program.

When an application is denied, parents or guardians will be provided written notification in a language that parents and guardians can understand, to the extent practicable, which shall include the following:

1. Reason for the denial of benefits, (for example: income in excess of allowable limits or incomplete application).
  2. Notification of the right to appeal the denial of benefits.
  3. Specific instructions on how to appeal.
  4. Statement reminding parents that they may reapply for free and reduced price benefits at any time during the school year. (Note: The reasons for ineligibility shall be properly documented and retained on file at the LEA level.)
- I. Select and verify by November 15 the eligibility of a sample of the approved free and reduced price applications on file as of October 1. The SFA further agrees to maintain the following records relative to verification for a period of three (3) years:
1. Total number of applications on file as of October 1st.
  2. Documentation of the sample selection.
  3. Summary of all verification activities and outcomes.
- J. Conduct a second party review of applications to ensure the applications are complete and benefits are accurately issued if a computerized system is not used.

K. Identify individuals within the district who are authorized to serve as liaisons in the following areas:

- Migrant
- Homeless/Runaway
- Head Start
- Even Start
- Foster Child

These liaisons will be authorized to provide official, accurate information to the SFA's determining official for the purpose of determining categorical eligibility for students who meet pre-established criteria.

L. Designate a Hearing Official to establish and use a fair hearing procedure under which:

1. A household can appeal a decision made on the original application.
2. A household can appeal an adverse action made because of verification of an application.
3. The SFA can challenge the continued eligibility of any child. During the appeal and hearing, the child who was determined to be eligible based on the application submitted will continue to receive free or reduced price meals or free milk.

The Hearing Official must be someone not involved in the original eligibility determination. It is suggested that the Hearing Official hold a position at a higher administrative level than that of the Determining Official.

### **Hearing Procedure**

Prior to initiating the hearing procedure, the school official, the parent(s) or the guardian may request a conference to provide an opportunity for the parent(s)/guardian(s) and school official(s) to discuss the situation, present information, obtain an explanation of data submitted in the application and the decisions rendered. Such a conference shall not in any way prejudice nor diminish the right to a fair hearing.

The designated hearing official shall ensure that the hearing procedure provides the following for both the household and the LEA:

1. A publicly-announced, simple method for making an oral or written request for a hearing;
2. An opportunity to be assisted or represented by an attorney or other person;
3. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal;
4. Reasonable promptness and convenience in scheduling a hearing, and adequate notice as to its time and place;

5. An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference;
  6. An opportunity to question or refute any testimony or other evidence and to confront and cross examine any adverse witness(s);
  7. That the hearing will be conducted and the decision be made by an official who did not participate in the decision under appeal (or any previous conference);
  8. That the decision of the hearing official will be based on the oral and documentary evidence presented at the hearing and entered into the hearing record;
  9. That the parties concerned and any designated representative thereof be notified in writing of the decision;
  10. That for each hearing, a written record be prepared, including the decision under appeal, any documentary evidence and a summary of any oral testimony presented at the hearing, the decision of the hearing official and the reasons therefore, and a copy of the notification to the parties concerned of the hearing official's decision; and,
  11. That such written record must be retained for a period of three (3) years after the close of the school year to which it pertains; these records must be made available for examination by the parties concerned or their designees at any reasonable time and place during such period.
- M. Submit a public/press release annually to notify the public of the process for applying for free and reduced price meal benefits or maintain a copy of the press release from the state which is issued statewide. At such time during the course of the year the LEA is informed of major employers contemplating or experiencing large layoffs, or other conditions that would result in loss of income to households, the LEA will provide specific information about applying for free or reduced price school meal benefits to employees whose children may be enrolled in the LEA. In addition, the LEA agrees to provide such a public release whenever there is a change in eligibility criteria, unless specifically exempted from doing so.
- N. Establish a written procedure to collect money from children who pay for their meals and milk and to account for the number of free, reduced price, and full price and alternate meals served. The procedure described will be used so that no other child in the school will be aware of such procedure or the identity of the children receiving free or reduced price meals or free milk.
- O. Submit to the Tennessee Department of Education, School Nutrition Program, Andrew Johnson Tower, 710 James Robertson Parkway, Nashville, TN 37243-0389, any revisions to the administrative procedures outlined in this policy statement before implementation. Such changes will be effective only upon approval by the department. All changes in eligibility criteria must be publicly announced in the same manner used at the beginning of the school year.

# Agreement to Administer the School Nutrition Program(s) for Local Education Agencies/SFAs School Year 2021-22

My signature below indicates that I understand and agree to all the terms and conditions contained in the 2021-22 Agreement and Free and Reduced Price Policy Statement to operate the School Nutrition Program(s) and will ensure all school personnel abide with the provisions set forth in the Agreement and Policy Statement.

Cleveland City Schools  
[Name of SFA]

061  
[SFA Agr #]

System DUNS Number: 044140093

Indirect Cost Rate: 12.25%

**On behalf of the School Food Authority:**

Director of Schools:

\_\_\_\_\_  
[Print]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

School Nutrition Program Administrator:

Kathy Barry MS,RDN,LDN  
[Print]

*Kathy Barry MS,RDN,LDN*  
[Signature]

7/13/21  
[Date]

**On behalf of the Tennessee Department of Education:**

State Director, School Nutrition Program:

Dr. Sandy Dawes  
[Print]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

**NOTE: This signature page must be provided in conjunction with the electronic renewal of the agreement between the SFA and the Tennessee Department of Education, to administer the School Nutrition Program(s). After completing the automated Agreement renewal process, reviewing the Agreement and the Policy Statement, please sign in blue ink and upload to the application packet in the Tennessee: Meals, Accounting, and Claiming (TMAC) system.**

# Local Agriculture Products Compliance Plan School Year 2021-22

T.C.A § 49-6-2303-6

Cleveland City Schools  
[Name of SFA]

061  
[SFA Agr #]

I/we certify to the Tennessee Commissioner of Education that the School Nutrition Program was implemented according to this plan for compliance and that we will make efforts to:

- Make available to our school nutrition program local agriculture products, freshness and transportation cost to be considered
- Allow flexible bidding process to assist farmers to bid competitively on portions of a given bid, rather than the entire bid
- Require that all food provided for public school use meet or exceed food safety standards for commercial food operations

Each local school board shall submit this plan for compliance 60 days prior to the beginning of the school year. In subsequent school year, each local school board shall submit modifications to this plan 60 days prior to the beginning of the school year.

## On behalf of the School Food Authority:

Director of Schools:

\_\_\_\_\_  
[Print]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

School Board Chairperson:

\_\_\_\_\_  
[Print]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

**NOTE: This signature page must be provided in conjunction with the electronic renewal of the agreement between the SFA and the Tennessee Department of Education, to administer the School Nutrition Program(s). After reviewing the Local Agriculture Products Compliance Plan, please sign in blue ink and upload to the application packet in the Tennessee: Meals, Accounting, and Claiming (TMAC) system.**

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**Russell Dyer, Ed.D. • Director of Schools**

4300 Mouse Creek Road NW, Cleveland, TN 37312 • p: 423.472.9571 • f: 423.472.3390 • [clevelandschools.org](http://clevelandschools.org)

# Memo

To: Cleveland City Schools Board of Education and Dr. Dyer

From: Kelly Kiser-Director of Human Resources *KK 7/27/21*

Date: July 27, 2021

Re: Special Populations Position Request for the 2021-2022 School Year

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The Department of Special Populations would like to request adding the following position for the 2021-2022 School Year:

Teacher Assistant for Speech

The position will be funded through the IDEA Part B budget and will serve at Arnold Memorial Elementary and Candy's Creek Cherokee Elementary.



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**Russell Dyer, Ed.D. • Director of Schools**

4300 Mouse Creek Road NW, Cleveland, TN 37312 • p: 423.472.9571 • f: 423.472.3390 • [clevelandschools.org](http://clevelandschools.org)

July 29, 2021

TO: Board of Education Members

FROM: Russell Dyer, Director

SUBJECT: 2021-22 General Fund Budget Amendment No. 1

Attached is an amendment to the 2021-2022 General Fund Budget to officially amend into the budget the previously approved salary increase from 2.5% to 3.5%. Property Taxes and Local Option Sales Tax collections exceeded projected amounts for 2020-21. Also, BEP and the City General Fund Transfer have been amended to actual.

**Cleveland City Schools  
General Purpose Fund  
2021-22 Amendment #1**

<u>ACCT</u>	<u>ACCOUNT DESCRIPTION</u>	
40110	Property Taxes	\$127,000
40210	Local Option Sales Tax	275,410
46511	Basic Education Program	(232,000)
49810	City General Fund Transfer	<u>173,300</u>
	<b>Increase - Revenue</b>	<b>\$343,710</b>
71100	Regular Instruction	\$208,113
71200	Special Education	33,852
71300	Vocational Education	11,973
72110	Attendance	1,027
72120	Health Services	3,409
72130	Other Student Support	13,377
72210	Regular Instruction Support	14,332
72220	Special Education Support	1,174
72230	Vocational Education Support	1,385
72250	Technology Support	3,367
72320	Office of the Superintendent	4,007
72410	Office of the Principal	28,890
72510	Fiscal Services	3,023
72610	Operation of Plant	485
72620	Maintenance of Plant	6,642
72710	Transportation	7,995
73100	Food Service	<u>659</u>
	<b>Increase - Expenditures</b>	<b>\$343,710</b>
	<b>2021-22 General Fund Budget</b>	52,111,062
	<b>Total Increase Amendment #1</b>	343,710
	<b>Total Amended 2021-22 General Fund Budget</b>	<b>52,454,772</b>



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**Russell Dyer, Ed.D. • Director of Schools**

4300 Mouse Creek Road NW, Cleveland, TN 37312 • p: 423.472.9571 • f: 423.472.3390 • [clevelandschools.org](http://clevelandschools.org)

Cleveland City School Board: Please accept this request to add the following courses at Cleveland Middle School for high school credit.

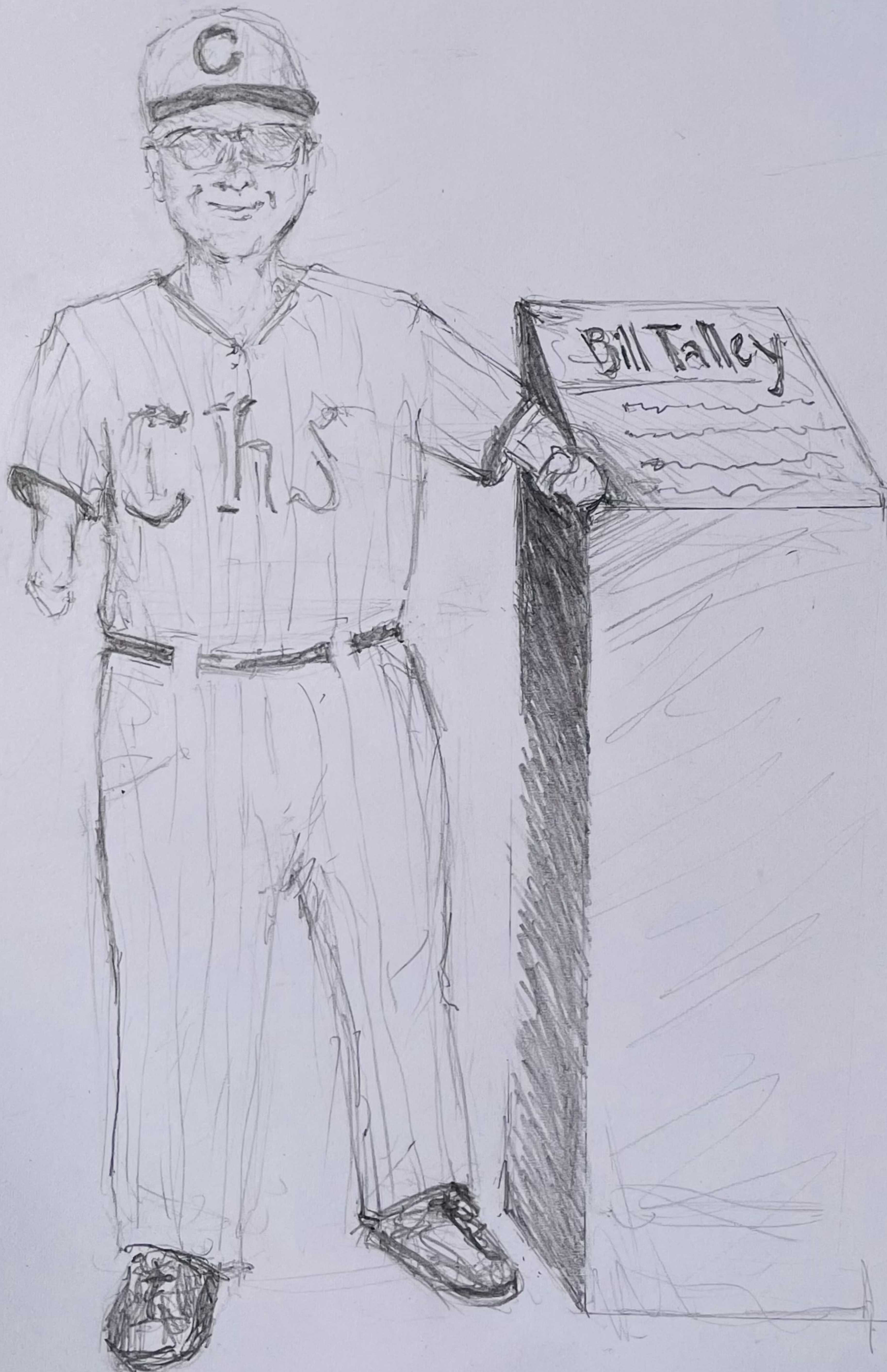
**Spanish 1:** This course is designed to present a basic understanding of Spanish and to provide exposure to its history and culture. It focuses on developing skills for speaking and writing. Students start by reading and actively participating in written and verbal dialogues while acquiring vocabulary and learning grammar.

**Health Science Education:** This introductory class is required prior to taking any other Health Science classes. The course will include basic health care information on services/products related to the health of people. Subject matter will include career choices, legal responsibilities, ethics, teamwork, first aid, safety practices, and skill development relevant to becoming a healthcare professional.

Thank you,

*Leneda Laing*

Leneda Laing, EdD  
Supervisor of Secondary Education



Bill Talley

# Cleveland City Board of Education

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term:  <b>Security</b>	Descriptor Code: <b>3.205</b>	Issued Date: <b>TBD</b>
		Rescinds: <b>3.205</b>	Issued: <b>12/07/15</b>

1 The Director of Schools shall work with the principal to establish procedures as required to adequately  
2 protect school property which shall include, but not be limited to:

- 3 1. Closing and securing teacher work areas when being left unattended or at the end of the day;
- 4 2. Denying students permission to use the classrooms, laboratories, gymnasiums or other school  
5 facilities or equipment without appropriate faculty supervision;
- 6 3. Controlling the issuance of building keys and master keys in consultation with the supervisor of  
7 maintenance;
- 8 4. Developing programs which contribute to the proper care and use of school facilities and equip-  
9 ment' and
- 10 5. Equipment purchased with federal funds shall be managed as directed by federal and state  
11 law.<sup>1</sup>

12 The principal shall call law enforcement officials in cases involving illegal entry, theft or vandalism.

13 The principal shall notify the Director of Schools immediately after each case of vandalism, theft, build-  
14 ing damage and illegal entry.

15 The Director of Schools, or his/her representative, is authorized to sign a criminal complaint and to press  
16 charges against perpetrators of vandalism against school property.

## 17 SCHOOL POLICING

18 The Board may enter into a memorandum of understanding with a chief of a law enforcement agency to  
19 provide school policing. Any memorandum of understanding shall address, at a minimum, the fol-  
20 lowing issues:<sup>2</sup>

- 21 1. Any School Resource Officer (SRO) assigned under a memorandum must be in compliance with  
22 all laws, regulations and rules of the Peace Officer Standards and Training Commission at the  
23 time of assignment and remain compliant throughout the tenure of his or her assignment;
- 24 2. As a condition of assignment, any SRO must participate in forty (40) hours of basic training in  
25 school policing within twelve (12) months of assignment . Every year thereafter the SRO shall  
26 participate in a minimum of sixteen (16) hours of training specific to school policing. All train-  
27 ing programs shall be approved by the Peace Officers Standards and Training Commission.

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- 3. Any SRO assigned under the memorandum remains an employee of the law enforcement agency, subject to that agency’s direction, control, supervision and discipline, though the Board may agree to indemnify and reimburse the law enforcement agency for any part or all of the increased costs incurred by the law enforcement agency as a result of the assignment of the SROs.
- 4. No officer shall be assigned to a school, or continue in such an assignment, without the consent of the Director.
- 5. In the event that more than one SRO is assigned to a school system, the law enforcement agency shall designate one of the SROs as the senior SRO, or such other, appropriate title. The duties of the senior SRO, however designated, shall include, but not be limited to, the following:
  - a. To represent and carry out the policies of the law enforcement agency assigning the SROs.
  - b. To supervise the SROs in the performance of their duties;
  - c. To consult with the Director regarding the best use of the available resources for school policing; and
  - d. To resolve disputes between the SROs and students or faculty members.
- 6. The memorandum may be effective for any length of time, including continuing until terminated by the parties, and may contain any reasonable notice requirement for the termination of the memorandum. However, the memorandum shall contain a provision allowing the Director to suspend the active participation of the SROs in the event that the Director certifies that the health, safety or wellbeing of the students or faculty members require the immediate suspension.

**CYBERSECURITY<sup>3</sup>**

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

Legal Reference:

- 1. EDGAR 43 Subtitle A Part 80.32
- 2. Tenn. Code Ann. § 49-6-4217
- 2. Public Acts of 2021, Chapter No. 335

Cross References:

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

# Cleveland City Board of Education

Monitoring: <b>Review: Annually, in August</b>	Descriptor Term: <b>Website Accessibility</b>	Descriptor Code: <b>4.409</b>	Issued Date: <b>TBD</b>
		Rescinds:	Issued:

All web content produced and maintained by the district or provided by a third-party vendor shall conform to the W3C Web Accessibility Initiative's (WAI) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques, or the updated equivalents of these guidelines, to ensure accessibility for all individuals with disabilities.<sup>1</sup>

The Director of Schools/designee shall ensure that all employees who are responsible for producing and maintaining web content receive website accessibility training.

Annually, all web content produced and maintained by the district or provided by a third-party vendor shall be reviewed and evaluated for its accessibility, and any non-conforming content shall be corrected in a timely manner.

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#### Legal References

1. 34 CFR § 104.4(a); 42 USCA §12112(a)

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#### Cross References

Section 504 and ADA Grievance Procedures 1.802  
School and System Websites 4.407



# Cleveland City Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Application and Employment</b>	Descriptor Code: <b>5.106</b>	Issued Date: <b>09/04/18</b>
		Rescinds: <b>5.106</b>	Issued: <b>02/10/14</b>

## APPLICATION

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

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

Any costs incurred shall be paid by Cleveland City Schools for regular professional and support staff positions hired by the Director of Schools.<sup>4</sup>

Any employee terminated due to the findings of the background investigation will have the cost of the background check deducted from their final check.

Substitute teachers and substitute cafeteria workers shall be reimbursed for the costs of the background check after a completion of a minimum of four (4) teaching days.

### *Professional Employees*

The application must include a transcript of credits earned at the colleges or universities attended along with reference information from persons such as previous employers, college professors and supervisors of student teachers. Other information shall include whether such applicant has been dismissed for cause from a school system.<sup>5</sup> If previously employed by a local board of education, the applicant shall provide evidence of acceptable resignation.<sup>1</sup>

No person shall be employed:

1. Who does not hold a valid license to teach **or a temporary permit to teach** from the State Board of Education;<sup>6</sup>

2. Who has been identified by the Department of Children's Services as a perpetrator of child abuse, severe child abuse, child sexual abuse, or child neglect, or who poses an immediate threat to the health, safety, or welfare of children.<sup>7</sup>
3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department of Health;<sup>7</sup>
4. Who does not present a physician's certificate showing a satisfactory health record or has any contagious or communicable disease in such form that might endanger the health of school children;<sup>8</sup>
5. Who refuses to take and subscribe to an oath to support the Constitution of the State of Tennessee and of the United States of America;<sup>9</sup>
6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from employment for cause;<sup>1</sup> or
7. Who does not receive a satisfactory background check;<sup>10</sup>

### ***Support Employees***

No person shall be employed:

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

## **EMPLOYMENT**

### ***Professional Employees***

After checking references and receiving written recommendations, the Director of Schools shall hire and assign qualified applicants.

### ***Initial Employment***

Upon initial employment, the Director of Schools shall notify such person, in writing, of the offer and conditions of employment. Upon receipt of employment notification, such person shall **respond within the timeline established by state law** ~~have fourteen (14) days to accept or reject, in writing, the offered employment.~~<sup>+12</sup> From the date of the written acceptance, such person is considered to be under employment with the Board and is subject to all rights, privileges and duties.

### ***Support Employees***

After checking references and receiving written recommendations from principals and/or supervisors, the Director of Schools shall hire and assign qualified applicants.

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#### Legal References

1. TCA 49-5-406
2. State Board of Education Policy 5.501
3. TCA 49-5-406 (a)(2)(A)
4. TCA 49-5-413(c)
5. ~~TCA 49-2-131~~ Public Acts of 2018, Chapter No. 938
6. TCA 49-5-403; TCA 49-5-101; **Public Acts of 2021, Chapter No. 211**

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#### Cross References

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

7. TCA 49-5-413(e)
8. TCA 49-5-404; ~~FRR/MS 0520-01-03-08(2)(f)~~
9. TCA 49-5-405
- ~~10. TCA 49-5-413 (a), (f) Public Acts of 2018, Chapter No. 1006~~
11. Immigration Reform and Control Act of 1986; Pub. L. No. 99-603, 100 Stat. 3359, **8 USCA § 1101** *et seq.*
12. **TCA 49-5-406(b)**

# Cleveland City Board of Education

Monitoring: <b>Review: Annually in January</b>	Descriptor Term:  <b>Teacher Tenure</b>	Descriptor Code: <b>5.117</b>	Issued Date: <del>11/06/17</del>
		Rescinds: <b>5.117</b>	Issued: <b>10/01/15</b>

## *General*

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

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

Teachers that meet the following requirements are eligible for tenure:

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

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

## **ACQUISITION OF TENURE STATUS**

Once a teacher is eligible for tenure, he/she shall be either recommended by the Director of Schools for tenure or nonrenewed. If tenure is denied by the board, the teacher shall be dismissed.<sup>34</sup>

The following additional guidelines shall apply:

1. The Director of Schools will recommend persons eligible for tenure at a board meeting in ample time to provide notice of non-renewal to each teacher not recommended for tenure within five (5) business days following the last instructional day for the school year.<sup>4,5</sup>
2. The decision to grant tenure is solely within the discretion of the board.<sup>5,6</sup> Only those teachers who receive a majority vote of the membership of the board will be granted tenure.<sup>6,7</sup>
3. A teacher who is eligible for tenure, but tenure is denied by the board, shall not be rehired beyond the current contract year.<sup>7,4</sup>

### **TEACHER RETURNING TO EMPLOYMENT**

A teacher who has acquired tenure status in the school system and later resigns shall serve a two-year probationary period upon reemployment, unless the probationary period is waived by the board upon request of the Director of Schools. Upon completion of the two-year period, the teacher shall either be recommended by the Director of Schools for tenure or non-renewed. If tenure is denied by the board, the teacher shall be dismissed.<sup>7,8</sup>

### **TEACHER TRANSFERRING FROM ANOTHER SCHOOL SYSTEM<sup>8</sup>**

A tenured or nontenured teacher with five (5) or more years of prior service that transfers from another school system to begin employment in the Cleveland City School System shall serve the regular probationary period. The board, upon the recommendation of the Director of Schools, may waive the probationary period and grant tenure status or shorten the probationary period.

If a non-tenured teacher with fewer than five (5) years of service transfers from another school system, such teacher shall not be eligible for tenure status until the teacher has served at least five (5) years. Service from outside school systems may only be counted if the Director of Schools recommends waiving the five (5) year probationary period within the Cleveland City Schools System, and the board approves the recommendation.

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

### **TEACHER RETURNING TO PROBATIONARY STATUS<sup>9</sup>**

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

When a teacher who has returned to probationary status has received two (2) consecutive years of evaluations demonstrating an overall performance effectiveness level of “above expectations” or “significantly above expectations,” the teacher is again eligible for tenure and shall be either

recommended by the Director of Schools for tenure or nonrenewed; provided, however, that the teacher shall be dismissed if tenure is denied by the board.<sup>4</sup>

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

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Legal References

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

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Cross References

1. Separation Practices for Tenured  
Teachers 5.200
2. Separation Practices for  
Non-Tenured Teachers 5.201

# Cleveland City Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Separation Practices for Tenured Teachers</b>	Descriptor Code: <b>5.200</b>	Issued Date: <b>09/03/19</b>
		Rescinds: <b>5.200</b>	Issued: <b>09/05/17</b>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **RESIGNATION**

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

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

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement of a physician approved by the board;
2. The drafting of the teacher in to military service by selective service board; or
3. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.<sup>6</sup>

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

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

## RETIREMENT

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

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

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

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

1. The Director of Schools of the employing system shall certify in writing that no other qualified individuals are available to fill the position;
2. The Commissioner of Education shall certify that the employing school system serves an area that lacks qualified teachers to serve in the position to be filled;
3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or receive medical insurance coverage; and
5. The salary paid to the retired member shall not be less than the rate of compensation set by the Board for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the rate of compensation set by Board for teachers with comparable training and years of experience filling similar positions.

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Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b); Public Acts of ~~2019~~ 2021, Chapter No. ~~248~~ 493
9. TCA 8-36-805
10. TCA 8-36-821

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Cross References

Public Hearings 1.401  
Teacher Tenure 5.117  
Recommendations and File Transfers 5.203

# Cleveland City Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Separation Practices for Non-Tenured Teachers</b>	Descriptor Code: <b>5.201</b>	Issued Date: <b>09/03/19</b>
		Rescinds: <b>5.201</b>	Issued: <b>09/05/17</b>

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

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

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

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

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

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

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

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

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

1. be represented by counsel;

2. call and subpoena witnesses;
3. examine all witnesses; and
4. require that all testimony be given under oath.

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

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

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

1. sustain the decision;
2. send the record back if additional evidence is necessary; or
3. revise the penalty or reverse the decision.

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

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

## **NONRENEWAL**

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

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

The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their contract period. If the Director of Schools determines not to renew the contract of a non-tenured teacher,<sup>1</sup> the following action shall be taken:

1. The Board shall be notified at the next regular board meeting; and
2. Written notice of non-renewal shall be ~~hand-delivered or~~ sent to the teacher by ~~registered~~ **certified mail or overnight carrier or by email** ~~so that it will be received by the teacher~~ within five (5) business days following the last instructional day for the school year.<sup>3</sup>

## RESIGNATION

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

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

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement of a physician approved by the board;
2. The drafting of a teacher into military service by a selective service board; and
3. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.

Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the date of return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to render such notice may be considered a breach of contract.<sup>5 6</sup>

Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the State Board of Education and request the suspension of a teacher's license. After the State Board of Education has provided the teacher an opportunity for defense during a hearing, the ~~Commissioner~~ **State Board** of Education may suspend the certificate for no less than thirty (30) days and no more than three hundred sixty-five (365) days.<sup>6 7</sup>

## RETIREMENT

Retirement shall mean a termination of services under conditions which will allow the teacher to draw benefits from retirement plans and/or social security benefits.

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

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

The Director of Schools may employ teachers retired for at least one (1) year for full-time employment as a Kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits

will not be lost or suspended under certain conditions, which include but are not limited to the following:<sup>8 9</sup>

1. The Director of Schools of the employing system shall certify in writing that no other qualified individuals are available to fill the position;
2. The Commissioner of Education shall certify that the employing school system serves an area that lacks qualified teachers to serve in the position to be filled;
3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or receive medical insurance coverage; and
5. The salary paid to the retired member shall not be less than the rate of compensation set by the board for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the rate of compensation set by **the** Board for teachers with comparable training and years of experience filling similar positions.

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

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#### Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1) ~~(GG)~~ **(EE)**; TCA 49-5-512 ~~(d)~~
3. TCA 49-5-409; **Public Acts of 2021, Chapter No. 378**
4. TCA 49-5-508
5. TCA 49-5-411(a)
6. TCA 49-5-706
7. TCA 49-5-411(b)(4); Public Acts of ~~2019~~ **2021**, Chapter No. ~~248~~ **493**
8. TCA 8-36-805
9. TCA 8-36-821

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#### Cross References

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

# Cleveland City Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Qualifications and Duties of the Director of Schools</b>	Descriptor Code: <b>5.802</b>	Issued Date: <b>09/04/18</b>
		Rescinds: <b>5.802</b>	Issued: <b>05/07/18</b>

## QUALIFICATIONS

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

**REPORTS TO:** The Board of Education

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

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

**SCOPE OF RESPONSIBILITY:** The management responsibilities of the Director of Schools shall extend to all activities of the district, to all phases of the educational program, to all aspects of the financial operation, to all facility management, and to the conduct of such other duties as may be assigned by the Board. The Director of Schools may delegate these duties together with appropriate authority but may not delegate nor relinquish ultimate responsibility for results or any portion of accountability.

## ESSENTIAL FUNCTIONS

### General Administrative

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

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

### **Financial Management**

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

### **Personnel Administration**

1. Establishes lines of authority which shall be approved by the Board and shown on the system organization chart. Lines of authority shall not restrict the practical working relationships of all staff members at all levels.
2. Employs such personnel as may be necessary within the limits of budgetary provisions and recommends to the Board teachers who are eligible for tenure.
3. Develops recruitment procedures to assure well-qualified applicants for professional and non-professional positions.
4. Assigns and transfers employees as the interest of the district may dictate and reports such action to the Board for information and record.

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

### **Instructional Leadership**

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

### **Community/Public Relations**

1. Promotes community support of the schools. Interprets district programs and services, reports, plans, events, and activities of interest and solicits community opinions regarding school and educational issues.
2. Identifies available community resources and links to social service agencies that support education and healthy child development.

3. Develops strategies to promote parental involvement in their student's education and provides opportunities for parent-teacher interaction.
4. Maintains contact and good relations with local media. Acts as the Board's spokesperson.
5. Ensures that the district interests will be represented in meetings and activities of municipal and other governmental agencies.
6. Represents the school system and its interests in community organizations, activities, and projects.

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

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

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

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Legal References

1. TCA 49-2-301
2. TRR/MS 0520-02-03-.09(2); TCA 49-5-417 (c);  
Public Acts of 2021, Chapter 211

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Cross References

Executive Committee 1.301  
Board Meeting News Coverage 1.502  
Administrative Rules 1.601  
Administrative Committees 1.602  
Administrative Reports 1.603  
School District Planning 1.701  
Job Descriptions 5.103  
Application and Employment 5.106

Evaluation of the Director of Schools 5.803

# Cleveland City Board of Education

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term: <b>Instructional Standards</b>	Descriptor Code: <b>4.101</b>	Issued Date: <b>08/02/21</b>
		Rescinds:	Issued:

1 *General*

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

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

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

7 1. Instructional materials, textbooks, or supplemental materials created to align exclusively with  
8 Common Core; or

9  
10 2. Instructional materials, textbooks, or supplemental materials that are marketed or otherwise  
11 identified as Common Core textbooks or instructional materials.

12 **CURRICULUM AND INSTRUCTIONAL PROGRAMMING**

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

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

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Legal References

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

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Cross References

Controversial Issues 4.800  
Controversial Materials 4.801

# Cleveland City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Special Programs</b> <b>Homebound Instruction</b>	Descriptor Code: <b>4.206</b>	Issued Date: <b>08/02/21</b>
		Rescinds:	Issued:

## 1 **REMEDIAL INSTRUCTION**

2 ~~The remedial program shall concentrate mainly on improvement of reading and math skills for the most~~  
3 ~~educationally needy students. Various materials will be used to supplement the work being done in the~~  
4 ~~classroom.~~

## 5 **HOMEBOUND INSTRUCTION**

6 ~~The Homebound Instruction Program is for students who, because of illness or injury are unable to attend~~  
7 ~~the regular instructional program.<sup>1</sup>~~

8 ~~To qualify for the Homebound Program, a student must have an illness or injury of sufficient~~  
9 ~~seriousness as to anticipate that the student will be absent for a minimum of five (5) consecutive school~~  
10 ~~days. The student must be certified by a physician as being health impaired and unable to attend the~~  
11 ~~regular instructional program. The services provided the homebound student should reflect capabilities~~  
12 ~~and be determined by the homebound instructor, after consultation with appropriate professional staff~~  
13 ~~of the student's assigned school.~~

## 14 **HOMEBOUND PROGRAM FOR PREGNANT STUDENTS<sup>1,2</sup>**

15 ~~The Homebound Instruction Program for pregnant students shall consist~~  
16 ~~of three (3) hours of instruction per week for a period of six (6)~~  
17 ~~weeks. The student's physician shall recommend, in writing, the six (6) week period for which the~~  
18 ~~student shall be eligible for homebound instruction.~~

19 ~~A homebound instruction program for longer than the six (6) week period shall only be provided to a~~  
20 ~~student who is certified in writing by her physician as having health complications arising from the~~  
21 ~~pregnancy that prevent her from returning to regular classes.~~

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Legal References

- ~~1. TN Department of Education, Student Membership and Attendance Procedures Manual (2017)~~
- ~~2. TCA 49-10-1101; TRR/MS 0520-01-02-.10~~

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Cross References

- ~~Student Communicable Diseases 6.403~~  
~~Acquired Immune Deficiency Syndrome 6.404~~

1

2 The homebound instruction program is for students who because of a medical condition are unable to  
3 attend the regular instructional program.<sup>1</sup> The homebound instruction program shall consist of three (3)  
4 hours of instruction per week while school is in session for a period of time determined, on a case-by-  
5 case basis, by the district.

6 To qualify for this program, a student shall have a medical condition that will require the student to be  
7 absent for a minimum of ten (10) consecutive instructional days, or for an aggregate of at least ten (10)  
8 instructional days for a student who has a chronic medical condition. The student shall be certified by  
9 his/her treating physician as having a medical condition that prevents him/her from attending regular  
10 classes. The services provided to the homebound student shall reflect the student's capabilities and be  
11 determined by the homebound instructor, after consultation with appropriate professional staff of the  
12 student's assigned school.

13 Recertification shall be obtained after the expiration of each period of homebound instruction if the  
14 student's treating physician certifies, in writing, that the student has a medical condition that prevents  
15 him/her from returning to regular classes.

16 **COVID-19 QUARANTINE<sup>2</sup>**

17 Students on homebound instruction who are temporarily quarantined due to a positive COVID-19 test  
18 result or possible exposure to COVID-19 may participate in remote instruction during the period of  
19 quarantine only.

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Legal References

3. TCA 49-10-1101; TRR/MS 0520-01-02-.10
4. TRR/MS 0520-01-13-.01 (d) (1)

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Cross References

- Alternative Credit Options 4.209  
Virtual Education Program 4.212  
Student Communicable Diseases 6.403  
Acquired Immune Deficiency Syndrome 6.404



# Cleveland City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Virtual Education Program</b>	Descriptor Code: <b>4.212</b>	Issued Date: <b>08/02/21</b>
		Rescinds:	Issued:

## 1 *General*

2 The Cleveland City Schools virtual education program is a course or series of courses offered by a  
3 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.<sup>1</sup>

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

8 Virtual education programs<sup>3</sup> 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;<sup>4</sup>
- 12 13 3. Continuity of educational service for students who are quarantining;<sup>5</sup> and
- 14 15 4. Continuity of educational service for students enrolled in an alternative school.<sup>6</sup>

## 16 **ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

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

- 20 1. Attendance;
- 21 22 2. Grades;
- 23 24 3. Technology survey; and
- 25 26 4. Discipline.

## 27 **ATTENDANCE**

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

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

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

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

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

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

- 17 1. Notification of parent/guardian; and
- 18  
19 2. One-on-one assessment conducted by the principal/designee regarding any learning needs and  
20 academic performance; and

## 21 **ENROLLMENT AGREEMENT**

22 When a district creates its own separate virtual school, the Director of Schools shall work with the  
23 Board's attorney to draft an enrollment agreement for students from other school districts that want  
24 access to the school's virtual education program courses.

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

Homebound Instruction 4.206  
Credit Recovery 4.210  
Alternative Education 6.319

# Cleveland City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term:  <b>Family Life Education</b>	Descriptor Code: <b>4.213</b>	Issued Date: <b>08/02/21</b>
		Rescinds:	Issued:

1 *General*

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

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

7 **FAMILY LIFE INSTRUCTION**

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

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

- 1        9. Address the legal aspects of sexual activity with emphasis on the rights of the student.
- 2        The family life education program shall be reviewed annually to ensure that the prohibited items of
- 3        instruction, as provided for in state law,<sup>3</sup> are not included in the curriculum.
- 4        **TRAINING ON INSTRUCTION**
- 5        Personnel providing family life instruction shall receive training prior to presenting such instruction.
- 6        Personnel shall conduct such instruction with maturity and discretion.

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Legal References

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

# Cleveland City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Graduation Requirements</b>	Descriptor Code: <b>4.605</b>	Issued Date: <b>08/02/21</b>
		Rescinds: <b>4.605</b>	Issued: <b>09/29/16</b>

## 1 *General*

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

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

- 4 1. Achieve the specified twenty-two (22) units of credit;
- 5 2. Take the required end-of course exams;
- 6 3. Have satisfactory records of attendance and conduct,
- 7 4. Take the ACT or SAT prior to graduation;<sup>2</sup> and
- 8 5. Pass a United States civics test.<sup>3</sup>

9

10 Students who have completed all graduation requirements including a minimum of 28 credits will  
11 be awarded a Cleveland High School diploma. Students who have completed all state graduation  
12 requirements but have less than 28 will be awarded a State of Tennessee diploma.

## 13 **Tennessee Valley Early College (TVEC)**

14 Students who have [1] completed at least 22 state credit requirements, [2] completed all applicable state  
15 tests, and [3] who have completed or are actively enrolled in TVEC will be awarded a Cleveland High  
16 School diploma.

## 17 **Special Education Students<sup>4</sup>**

18 Special education students who earn the prescribed twenty-two (22) credits minimum shall be awarded  
19 a regular high school diploma. Students who have received the below diplomas shall continue to make  
20 progress towards a regular high school diploma until the end of the school year in which they turn twenty-  
21 two (22) years old.<sup>5</sup>

## 22 *Special Education Diploma*

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

- 25 1. Completed four (4) years of high school;
- 26 2. Made satisfactory progress on their IEP; and
- 27 3. Maintained satisfactory records of attendance and conduct.

### 1 *Occupational Diploma*

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

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

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

### 12 *Alternate Academic Diploma*

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

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

## 22 **STUDENT LOAD**

23 All full time students in grades nine (9) through twelve (12) shall be enrolled each semester in subjects  
24 that produce a minimum of five (5) units of credit for graduation per year. Students with hardships and  
25 gifted students may appeal this requirement to the Director of Schools and then to the Board.<sup>6</sup>

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

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

30 In order to graduate early, students must meet the following requirements:

- 31 1. Earn the required ~~eighteen (18)~~ **seventeen (17)** credits;
- 32 2. Achieve a benchmark score for each required end-of-course exam;
- 33 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 34 4. Meet the minimum ACT or SAT benchmark score;
- 35 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 36 6. Complete at least two (2) types of the following courses

- 1 a. AP;
  - 2 b. IB;
  - 3 c. Dual enrollment; or
  - 4 d. Dual credit.
- 5 The Director of Schools shall develop administrative procedures to ensure that the early graduation  
6 program is conducted in accordance with state law.

---

**Legal References**

1. TCA 49-6-6001; State Board of Education Policy 2.103;  
[TRR/MS 0520-01-03-.06](#)
2. TCA 49-6-6001(b); State Board of Education Policy 2.103
3. TCA 49-6-408; ~~Public Acts of 2019, Chapter No. 442;~~  
State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06(1)(a); State Board of Education  
Policy 2.103
5. TCA 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.06(1)(a)(7)
7. TCA 49-6-8303; State Board of Education Policy 2.103;  
[Public Acts of 2021, Chapter No. 493](#)

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**Cross References**

- ~~Basic Curriculum Program~~ [Class Size Ratios](#) 4.201  
Alternative Credit Options 4.209  
Honor Roll, Awards, & Class Ranking 4.602

# Cleveland City Board of Education

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term: <b>Testing Programs</b>	Descriptor Code: <b>4.700</b>	Issued Date: <b>08/02/21</b>
		Rescinds: <b>4.700</b>	Issued: <b>12/03/18</b>

1 *General*

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

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

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

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

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

### 3 **WEIGHTING TCAP SCORES**

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

- 5 1. Grades 3-5 – 0 %
- 6 2. Grades 6-8 – 10 %
- 7 3. Grades 9-12 – 20 %

8 Cleveland City Schools shall use the following methodology:

9 TNReady and EOC scores will be converted prior to inclusion into a student's final course  
10 grade using the following state-recommended 'cube root' formula:

11  $(21.5443)((100*(\text{Raw Score}/\text{Points Possible}))^{(1/3)})$

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

14 ~~TNReady and EOC scores shall not be included in students' final grades for the 2020-2021 school year.~~

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

16 Interest inventories shall be made available to middle school or 9<sup>th</sup> graders. These will include  
17 assessments such as the Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, YouScience, or  
18 the College Board Career Finder.

19 Career aptitude assessments shall be administered to middle school students in order to inform the  
20 student's high school plan of study.

### 21 **TESTING INFORMATION AND PARENTAL CONSENT**

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

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

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

- 30 1. The name of the test;
- 30
- 31 2. The purpose and use of the test;

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

## Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(7); TRR/MS 0520-01-03-.06(1)(b)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.06(1)(b); State Board of Education Policy 2.103; TCA 49-1-617
6. Public Acts of 2019, Chapter No. 108
7. TCA 10-7-504
8. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103

## Cross References

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

# Cleveland City Board of Education

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Alternative Education</b>	Descriptor Code: <b>6.319</b>	Issued Date: <b>08/02/21</b>
		Rescinds: <b>6.319</b>	Issued: <b>05/07/18</b>

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

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

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

7 An alternative program is a short-term intervention program designed to provide educational services  
8 outside the regular school program for students who have been suspended or expelled. Alternative  
9 programs may be located within the regular school or be a self-contained program within a school.  
10 Alternative programs shall include, but are not limited to, the following: a small learning community  
11 known as Raider Blue Academy, virtual school, or after-school day sessions.

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

## 18 **ASSIGNMENT**

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

- 23 1. Level of supervision available;
- 24
- 25 2. Safety considerations; and
- 26
- 27 3. Type of infraction.

28 ~~Students who have committed zero tolerance offenses are not required to be assigned to alternative~~  
29 ~~schools or programs.~~<sup>4</sup>

~~1 Prior to the assignment of the student to the alternative school or program, the Director of  
2 Schools/designee shall provide written notice to the student's parent/guardian stating the reason for the  
3 student's placement.<sup>5</sup>~~

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

6 1. **A zero tolerance offense;<sup>4</sup> or**

7

8 2. **An offense of violence or threatened violence, or an offense that threatened the safety of other  
9 students at the school, if the location of the alternative school or program is on the same grounds  
10 as the school from which the student was disciplined.<sup>5</sup>**

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

13 ~~14 Prior to the assignment of the student to the alternative school or program, the Director of  
15 Schools/designee shall provide written notice to the student's parent/guardian stating the reason for the  
16 student's placement.<sup>6</sup>~~

17 Placement in an alternative education setting shall be reserved for students who significantly disrupt  
18 the educational process. If a student has an active Individualized Education Plan, a 504 plan, or is  
19 suspected of having a disability, all state and federal laws and rules and regulations related to special  
20 education shall be followed. The Director of Schools/designee shall develop procedures regarding  
21 placement of students in the program, taking into consideration the impact of exclusionary discipline  
22 practices.<sup>67</sup>

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

#### 24 **REMOVAL<sup>78</sup>**

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

26 1. He/she violates the rules of the alternative school or program; or

27

28 2. He/she is not benefitting from the assignment and all interventions have been exhausted  
29 unsuccessfully.

#### 30 **ADDITIONAL OFFENSES<sup>89</sup>**

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

#### 34 **TRANSITION PLAN<sup>910</sup>**

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

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Legal References

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

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Cross References

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

# Cleveland City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term:  <b>Enrollment in Advanced Courses</b>	Descriptor Code: <b>4.205</b>	Issued Date: <b>08/02/21</b>
		Rescinds:	Issued:

## *General*

~~Students who successfully complete college level courses aligned to a graduation requirement course shall receive high school credit.<sup>†</sup>~~

~~These courses may be offered at the high school,<sup>‡</sup> postsecondary institution, or online. If not offered on the high school campus, the Board shall not be responsible for transportation. Any tuition or fees due to enrollment in college level courses are the responsibility of the parent(s)/guardian(s).~~

~~Grades earned in such college level courses shall be used to determine class rank, grade point average, and other class designations/distinctions.~~

## **DUAL ENROLLMENT**

~~Students may earn credit by enrolling in a postsecondary institution and taking college level courses. Students who take and pass dual enrollment courses at a postsecondary institution shall have their postsecondary credits accepted for high school credit as a substitution for an aligned graduation requirement course.<sup>‡</sup>~~

~~Such courses must be taught by a licensed high school teacher or credentialed postsecondary faculty member approved by the local school system or partnering postsecondary institution.~~

## *General*

~~Students in grades seven through twelve (7-12) may enroll in available advanced courses including, but not limited to, advanced English language arts, mathematics, or science courses.<sup>1</sup>~~

~~To enroll in these courses, students shall meet the following standards:~~

- ~~1. Honors Courses:
  - ~~a. TCAP/EOC scores at 80<sup>th</sup> percentile or higher~~
  - ~~b. Minimum of 3.0 GPA~~~~
  
- ~~2. Dual Enrollment:
  - ~~a. TCAP/EOC scores at 80<sup>th</sup> percentile or higher~~
  - ~~b. Minimum of 3.0 GPA~~~~

c. Minimum ACT score required by post-secondary institution

3. Advanced Placement:

- a. TCAP/EOC scores at 80<sup>th</sup> percentile or higher
- b. Minimum of 3.0 GPA

The principal of each school shall have the authority to require additional criteria for the enrollment in advanced courses to fit the needs of the students within the school.

**NOTIFICATION<sup>1</sup>**

Parent(s)/guardian(s) shall be provided written notification of a student's eligibility to enroll in advanced courses. The notification shall state that a student will remain enrolled in the course unless the parent/guardian timely submits a written request for removal. The Director of Schools shall determine the deadline to submit the request for removal.

Students may also be removed from an advanced course if the student's teacher determines that the student should be removed based on performance after thirty (30) days of instruction and the principal approves the request to remove the student.

**COLLEGE LEVEL COURSES<sup>2</sup>**

Students may earn credit by enrolling in a postsecondary institution and taking college level courses. Students who take and pass dual enrollment courses at a postsecondary institution shall have their postsecondary credits accepted for high school credit as a substitution for an aligned graduation requirement course.

These courses may be offered at the high school, postsecondary institution, or online. If not offered on the high school campus, the Board shall not be responsible for transportation. Any tuition or fees due to enrollment in college level courses are the responsibility of the parent(s)/guardian(s).

Grades earned in such college level courses shall be used to determine class rank, grade point average, and other class designations/distinctions.

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Legal References

1. Public Acts of 2021, Chapter No. 170; State Board of Education Policy 3.301
2. TRR/MS 0520-01-03-.03(8)

# Cleveland City Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b><del>COVID-19 LEAVE</del></b>	Descriptor Code: <b><del>5.3051</del></b>	Issued Date: <b><del>01/11/21</del></b>
		Rescinds: <b><del>5.3051</del></b>	Issued: <b><del>04/20/20</del></b>

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

2 Under ~~COVID-19 Leave~~, this policy will be in effect from January 1, 2021 until June 30, 2021.

3 ~~The Director of Schools/designee shall create any necessary administrative procedures. Employees~~  
4 ~~should seek clarification from the Director of Human Resources if they have questions regarding the~~  
5 ~~total amount of leave and pay available to them.~~

6 **~~PAID SICK LEAVE~~**

7 ~~Employees are entitled to up to two (2) weeks of paid sick leave during the 2020-2021 school calendar~~  
8 ~~year if they are unable to work or telework because the employee:~~<sup>2</sup>

9 1. ~~is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;~~

10 2. ~~has been advised by a health care provider to self-quarantine related to COVID-19;~~

11 3. ~~is experiencing COVID-19 symptoms and is seeking a medical diagnosis;~~

12 4. ~~is caring for an individual subject to or advised to quarantine or isolate due to COVID-19. The~~  
13 ~~individual must be someone with a personal relationship, as defined in Sick Leave 5.302, to the~~  
14 ~~employee;~~

15 5. ~~is caring for his/her son or daughter whose school or place of care is closed, or person who~~  
16 ~~regularly provides child care is unavailable, for reasons related to COVID-19 and no other~~  
17 ~~suitable person is available to care for the child during the requested period of leave. Son or~~  
18 ~~daughter is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child~~  
19 ~~of a person standing *in loco parentis*, who is under 18 years of age; or 18 years of age or older~~  
20 ~~who is incapable of self-care because of a mental or physical disability.~~

21 ~~COVID-19 Leave shall include paid leave taken under the Families First Coronavirus Response Act~~  
22 ~~(FFCRA). This paid leave may be taken if there is work available for the employee to complete and the~~  
23 ~~employee is unable to work or telework for one of the above reasons. Such leave is in addition to any~~  
24 ~~paid leave that an employee may already be entitled to (e.g. existing sick leave). Employees are not~~  
25 ~~required to exhaust any other paid leave benefit in order to utilize this new category of paid sick leave.~~

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Legal References

1. Families First Coronavirus Response Act, Pub. L. No. 116-127, §§ 3102, 5101, et seq. (2020)
2. 29 CFR § 826.20(a); 29 CFR § 826.21; 29 CFR § 826.30(a)
3. 29 CFR § 826.30(b); Coronavirus Aid, Relief, and Economic Security Act (CARES Act), § 3605 (2020)
4. 29 CFR § 826.20(b)
5. 29 CFR § 826.23
6. 29 CFR § 826.23(b); 29 CFR § 826.70
7. 29 CFR § 826.24

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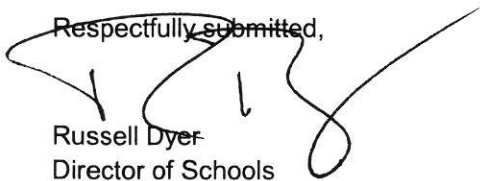
Cross References

- Sick Leave 5.302  
Family and Medical Leave 5.305

**Cleveland City Schools  
Financial Report  
June 2021**

Balance on hand June 1, 2021	6,704,849.43
<b>RECEIPTS</b>	
City Clerk's Monthly Report	10,677,300.09
Retiree Ins #44160	1,076.07
Contributions & Gifts #44570	3,983.79
Misc Refund #44170	(13,110.15)
Reimb Sales Tax, CCCES, PIE	(652,816.68)
Adjusting entries prior year	0.00
Interest Earned	<u>1,184.96</u>
	<u>16,722,467.51</u>
<b>DISBURSEMENTS</b>	
Instruction	6,388,723.26
Special Education	847,181.47
Vocational Education	306,464.68
Attendance	9,623.65
Health Services	100,510.67
Other Student Support	422,699.48
Regular Instruction Support	284,295.71
Special Education Support	11,153.32
Vocational Education Support	17,330.55
Technology Support	69,522.16
Board of Education	17,729.05
Office of the Superintendent	80,918.33
Office of the Principal	473,548.88
Fiscal Services	28,609.44
Operation of Plant	352,650.49
Maintenance of Plant	193,341.91
Transportation	131,356.44
Food Service	7,190.21
Community Services	0.00
Early Childhood Education	132,305.30
Regular Capital Outlay	(273,425.56)
Education Debt Service	<u>681,219.00</u>
	10,282,948.44
Insurance withheld not paid	(254,434.04)
Retirement withheld not paid	(86,198.56)
Retirement paid	437,085.29
Accrued Payroll-Summer Camps	(491,283.89)
Adjusting entries prior year	19,646.33
Balance July 1, 2021	<u>6,814,703.94</u>
	<u>16,722,467.51</u>

Respectfully submitted,



Russell Dyer  
Director of Schools

## Personnel Items – July 2021

### Assignments

Akiona, Nathaniel, CMS (Principal), Effective July 1, 2021  
Vacheresse, David, CHS (Teacher), Effective July 26, 2021  
Davis, Christie, CMS (Assistant), Effective July 26, 2021  
Thomason, Jami, BB (Teacher), Effective July 26, 2021  
Riojas, Maria, YA (Assistant), Effective July 26, 2021  
Rumble, Cara, ST (PT Interventionist), Effective July 26, 2021  
Thomas, Haleigh, AOB (Speech Language Pathologist), Effective July 26, 2021  
Dye, Abi, CHS (Teacher), Effective July 26, 2021  
Garrett, Grace, YA (PT Interventionist), Effective July 26, 2021  
Shurette, LeeAnne, CHS (Teacher), Effective July 26, 2021  
Owens, Kelly, CMS (Teacher), Effective July 26, 2021  
Calandrillo, Melissa, AOB (Speech Language Pathologist), Effective July 26, 2021  
Andrews-Miller, Lindsay, MA (Teacher), Effective July 26, 2021  
Benson, Audra, CCC (Assistant), Effective July 26, 2021  
Bise, Jeffrey, CHS (JROTC Instructor), Effective July 26, 2021  
Metzger, Meg, CCC (SpEd Assistant), Effective July 28, 2021  
Baggett, Callie, AR (Teacher), Effective July 26, 2021  
Cofer, Joshua, BB (Teacher), Effective July 26, 2021  
Schnebel, Sonya, BB (Interim Teacher), Effective July 26, 2021  
Wilbanks, Eden, CCC (Teacher), Effective July 26, 2021  
Squires, Alexandra, CHS (Teacher), Effective July 26, 2021  
Robinson, Virginia, CHS (SpEd Assistant), Effective July 26, 2021  
Halfacre, Delano, CHS (Digital Media Instructor), Effective July 26, 2021  
Markel, Ron, CMS (Teacher), Effective July 26, 2021  
Barry, Kathy, AOB (Supervisor of School Nutrition), Effective July 1, 2021  
Eason, Samantha, MA (Teacher), Effective July 26, 2021  
Barker, Cicely, MA (SpEd Teacher), Effective July 26, 2021

### Transfers

Griffith, Sue, BB (Part-Time Interventionist) to BB (Part-Time Administrative Asst.), effective July 26, 2021  
Early, Kristen, CMS (Teacher) to BB (RTI Facilitator), effective July 26, 2021  
Figueroa, Miriam, AR (Part-Time Assistant) to RO (SpEd Assistant), effective July 26, 2021  
Summers, Cyndi, BB (Teacher) to BB (Instructional Facilitator), effective July 26, 2021  
Williams, Chelsey, BB (Interim Teacher) to BB (Teacher), effective July 26, 2021  
Anderson, Kristi, BB (Assistant) to BB (Interim Teacher), effective July 26, 2021  
Reid, Hilary, CHS (BLADE Facilitator) to CHS (Assistant Principal), effective July 19, 2021  
Garner, Eric, CHS (Operations) to CHS (BLADE Facilitator), Effective July 26, 2021  
Barger, Dawn, CMS (Teacher) to CHS (SpEd Assistant), Effective July 26, 2021

Pitre, Charlene, MA (Assistant) to MA (Part-Time Assistant), Effective July 27, 2021

Hicks, Brittany, BB (Teacher) to BB (Interim Instructional Facilitator), Effective July 27, 2021

### **Resignations**

Baird, James CHS (PE Teacher/Coach), Effective May, 21 2021

Dodd, Elsie CCC (Assistant), Effective July 23, 2021

Mullins, Steven Andrew, CHS (Blade Facilitator), Effective June 17, 2021

Guinn, Kellie CCC (Teacher), Effective June 21, 2021

Glass, Deanna YA (PT Interventionist), Effective July 8, 2021

Colbert, Ryan, BB (PT Interventionist), Effective July 6, 2021

Patterson, Laura CMS (Nurse), Effective July 8, 2021

Satterfield, Rebekah CCC (Assistant), Effective July 19, 2021

Marshall, Rhea AR (PT Interventionist), Effective July 20, 2021

Conrad, Julie AR (PT Interventionist), Effective July 14, 2021

Day, Martha CHS (SpEd Assistant), Effective July 14, 2021

Fitzhugh-Jobe, Keri, MA (PT Interventionist), Effective July 23, 2021

Cagle, Caitlyn YA (Teacher), Effective July 27, 2021

Murry, Amelia CCC (Assistant), Effective May 21, 2021

Pemberton, Ashley, CMS (Teacher), Effective May, 21 2021

Markham, Lindsay, CMS (Assistant), Effective May, 21 2021

Perrigo, Madeline, MA (Teacher), Effective May, 21 2021

Brown, Rebecca, MA (Teacher), Effective May, 21 2021

Moghaddam, Jennifer, YA (Speech-Language Pathologist), Effective May, 21 2021

Thomas, Gail, YA (Assistant), Effective May, 21 2021

Johns, Christy, BB (PT Interventionist), Effective May, 21 2021

Smith, Barbara, ST (PT Interventionist), Effective May, 21 2021

Mathews, Shelly YA (PT Interventionist), Effective May, 21 2021

### **Leave of Absence**

Goodwill, Angelia, BB July 22, 2021 through May 23, 2022 (extension)

### **Retirements**

Lane, Jaqueline, CHS (Assistant Principal) Effective July 12, 2021

Gowin, Pam, ST (Assistant), Effective July 31, 2021

Sprouse, Leigh Ann, AR (Teacher), Effective May, 21 2021

Turpin, Gwen, RO (Teacher), Effective May, 21 2021

# Blythe-Bower Elementary School Highlights



We had a fantastic 2021 Summer Camp! Our students excelled in so many areas, especially their social growth. Teachers and

students made some connections that will last a lifetime. We averaged about 100 students per day even after the move to Arnold, 3 weeks into Camp. The teachers were Rock Stars pouring out their hearts every single day. Amplify, Curriculum Associates, and m-class were used for instruction. The Math and ELA Curriculum were brought to life by our teachers who were able to do much more hands-on since many restrictions had been lifted. Themes during camp were red, white, blue...all about you, pirates, super heroes, favorite color, and beach. PE and STEAM Teachers coordinated activities and the students made their



very own Volcanoes. We enjoyed glorious outdoor seating for lunch at Arnold which we believe students would love to bring to Blythe-Bower. On our last day we enjoyed Kona Ice, a movie, and the giveaway of 5 Chromebooks to some well deserving students who attended camp everyday.



# August 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Teacher In-Service (No Classes)	3 Reconnection Days (A-F)	4 Reconnection Days (G-N)	5 Reconnection Days (O-Z)	6 Abbreviated Day	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				



# September 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6 Labor Day (No classes)	7 2:30 Board Meeting 5:30 TSBA Fall Meeting	8 Lunch and Learn 11:30 - Mayfield	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

# October 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 Fall Beak	5 Fall Beak	6 Fall Beak	7 Fall Beak	8 Fall Beak	9
10	11 Staff Development (No Classes)	12 BOE Meeting - 5:30 pm	13	14	15	16
17	18	19	20	21 Lunch and Learn 11:30 - CHS	22	23
24	25	26	27	28	29	30
31						