

Board of Education Regular Meeting

September 3, 2019 5:30 PM

Administrative Office Building, Board Room

Attendance Taken at 5:30 PM.

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

1. Pledge of Allegiance

2. Introduction of Guests

Mrs. Robinson welcomed guests to the meeting. Mr. Mike Bevins and Dr. Amy Sullins with Athens City Schools and Mr. Quinten Howard with McMinn County Schools are evaluating the meeting.

3. *Consent Agenda

Board members asked for clarification on the Regulator Station. Dr. Dyer said that this station will not interfere with the operations of the school.

Motion to approve Consent Agenda Passed with a motion by Mr. Charlie Cogdill and a second by Mr. Tom Cloud.

Mr. Tom Cloud: Yes

Mr. Charlie Cogdill: Yes

Ms. Carolyn Ingram: Yes

Ms. Krista McKay: Yes

Mr. Steve Morgan: Yes

Ms. Peggy Pesterfield: Yes

Ms. Dawn Robinson: Yes

Yes: 7, No: 0

A. *Approval of Regular Agenda

B. *Approval of Minutes from August 5, 2019 Regular Board Meeting

C. *Approval of Overnight Field Trips

D. *Approval of Second Reading of Policies 1.406, 1.804, 1.901, 1.903, 1.905, 1.906, 4.700, 5.200, 5.201, 5.305, 5.500, 5.501

E. *Approval of Regulator Station Offer

F. *Approval of Elementary Standards Based Grading Scale

4. Regular Agenda

A. Director's Update

Dr. Dyer provided an update:

Enrollment numbers were presented; as of last night the enrollment is

5602 which is an increase of over 120 from last year.
BLADE Project deployed 3115 Chromebooks at CHS and CMS this year.
There are 709 ESL students with 109 new students which includes 66 Kindergarten students.
New BEST Partners are Mtn. View Nissan with CHS and Terra Running, Tazikis, Water & Waste Management with Candy's Creek Cherokee.
TDOE/TOSS Superintendents Study Council is next week.
Strategic Planning Focus Groups for the community are September 12 and 19 at 6:00 pm.
Elementary STEM Night is September 30, 6:00 pm at Cleveland High School.
Candy's Creek Cherokee Elementary School Dedication is Monday, September 30, 1:00 pm.

B. Spotlight

1. GAPP Exchange

Ms. Hilary Reid, BLADE Facilitator, introduced Carole Dale and the students that participated in the German American Partnership Program this summer. The students introduced themselves and two students shared their experiences and impressions of the German trip. Ms. Dale thanked the board for supporting this program. Board members thanked the students for representing CCS.

C. Site Committee

1. CHS HAVC Update

Hal Taylor reported that the centrifugal chiller failed at CHS last year. It was only 4 years old; we usually get 10-15 years on these machines. There are new fresh air systems on the roof which have helped in the East Wing. Portable air conditioning units have been placed in the CTE wing. When the temperature gets above 85, it is difficult to keep the air cool. A temporary chiller should arrive tomorrow; it takes several days to install this portable one. We should get a couple of months of use from this portable cooler while we look at the options for the chiller. A mechanical engineer is assessing the system and will provide options to the Board. Dr. Dyer said that the West Wing, Arena, and Commons are all cool; this affects the East Wing and CTE Wing. He wanted to be safe tomorrow, so Cleveland High School will dismiss at 11:20 am. He thanked the Operations Department for their hard work during this time.

2. Final Architect Report on Candy's Creek Cherokee Elementary School

Steve Morgan announced that Brian Templeton's son was born yesterday. This agenda item will be moved to a later meeting.

3. Next Site Committee Meeting Date

Steve Morgan scheduled the next Site Committee meeting for Wednesday, September 18, 1:00 pm at Stuart Elementary.

D. *First Reading of Policies 1.101, 1.202, 1.2021, 4.605, 6.200, 6.308, 6.506

Dr. Dyer introduced policy changes:

1.101 - Role of Board of Education - TSBA updated language

1.202 - Duties of Board Members - TSBA updated language

1.2021 - Boardsmanship Code of Conduct - TSBA updated language

4.605 - Graduation Requirements - Updated to reflect new state and federal laws

6.200 - Attendance - Updated to reflect new state and federal laws especially truancy

6.308 - Bus Safety and Conduct - Updated to reflect new state and

federal laws

6.506 - Students from Military Families - New policy required by new state and federal laws

Motion to approve first reading of policies 1.101, 1.202, 1.2021, 4.605, 6.200, 6.308, 6.506 Passed with a motion by Ms. Peggy Pesterfield and a second by Mr. Charlie Cogdill.

Mr. Tom Cloud: Yes

Mr. Charlie Cogdill: Yes

Ms. Carolyn Ingram: Yes

Ms. Krista McKay: Yes

Mr. Steve Morgan: Yes

Ms. Peggy Pesterfield: Yes

Ms. Dawn Robinson: Yes

Yes: 7, No: 0

E. Student Representative's Update

Hayes Martin provided an update:

It has been a great first month of school.

The air has been an issue, but no one will complain about tomorrow.

Football, girls soccer, volleyball, and golf have all had games.

Engineering students are working on a car ride simulator for a special needs young man in the community.

Softball team is hosting a Strike Out ALS Tournament to raise money for ALS.

Seniors are starting college applications.

Cheerleading teams represented CHS at the Cooke's Food Stores broadcast last week.

F. Strategic Plan Update: Discipline & Culture Committee

Kelly Kiser announced that the Discipline & Culture Committee has been formed. He showed the sub-committees; they will begin meetings this week. Doug Moore said that they are involving parents and community members along with school personnel. Dr. Dyer said that there will be an update from the committee at each meeting.

G. Appoint Delegates to TSBA Annual Convention

Dawn Robinson appointed Krista McKay, Carolyn Ingram, Tom Cloud, and Dawn Robinson as delegates to the TSBA Annual Convention Delegate Assembly. Dr. Dyer announced that he is presenting on Saturday at 9:00 am about the rezoning process with Michael Kahrs and Doug Moore.

H. October Meeting - Monday, September 30, 4:30 pm

Dawn Robinson announced that the next Board Meeting is Monday, September 30, 4:30 pm. This is the October meeting.

Ms. Robinson adjourned by general consent.

5. **"B" Agenda**

A. Financial Report

B. Personnel Report

C. Board Visit Schedule 2019-2020 revised

D. School Highlights

E. Dates to Remember

Chairperson

Superintendent

Board of Education Regular Meeting

August 5, 2019 5:30 PM

Cleveland High School

Attendance Taken at 5:30 PM.

Present Board Members:

Mr. Tom Cloud

Mr. Charlie Cogdill

Ms. Carolyn Ingram

Ms. Krista McKay

Mr. Steve Morgan

Ms. Peggy Pesterfield

Ms. Dawn Robinson

1. Pledge of Allegiance

2. *Consent Agenda

A. *Approval of Regular Agenda

B. *Approval of Minutes from June 17, 2019 Board Meeting

C. *Approval of Minutes from June 19, 2019 Special Called Meeting

D. *Approval of Overnight Field Trips

Motion to approve 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

Mr. Steve Morgan Yes

Ms. Peggy Pesterfield Yes

Ms. Dawn Robinson Yes

Yes: 7, No: 0

3. Regular Agenda

3.A. Director's Update

Dr. Dyer provided an update. Highlights from 2018-2019 include:

- Class of 2019 received \$7,000,000 in scholarships and will go to over 45 different post-secondary locations.
- CHS teacher, Ben Williams, was named the Tennessee Secondary/Post-Secondary Teacher of the Year.
- Renny Whittenbarger was named the President of the Tennessee Directors of CTE.
- CMS teacher, Emily Raper, was named SE Tennessee Teacher of the Year.
- CMS and CHS deployed 3000 laptops.
- Candy's Creek Cherokee was completed. They had a great first day there, starting at 6:30 am with a news broadcast today.

Focus items for 2019-2020:

- Student Discipline and School Culture - We will use the committee structure for this process.
- Strategic Planning - Community Meetings on September 12 & 19, Staff Meetings on October 17, Meeting with Community Partners on November 13, and Administrator Meeting on December 12
- Redefining Ready
- CAPS - Center for Advanced Professional Studies Network
- Professional Learning Communities and High Reliability Schools - Administrators attended a Marzano Conference in July.

Dr. Dyer reminded everyone to get the CCS app and follow us on social media. CHS Hall of Fame Ceremony will be Friday, August 30th.

3.B. Spotlight

3.B.1. Recognize Retirees

Principals recognized retirees:

- Blythe-Bower - Sue Griffith and Connie Rogers
- George R. Stuart - Pam Cooke, Brenda Dillon, and Patricia Henderson
Donald P. Yates - Wain Weaver
- Cleveland Middle School - Phyllis Anderson, Jennifer Ellis, and Sandra Peterson
- Cleveland High School - Kathy Murphy
- AOB - Angie Nabbefeldt

3.B.2. Recognize New Teachers

Principals introduced new teachers:

- Arnold - Heather Manno
- Blythe-Bower - Kris Berger, Olivia Blazer, Baily Burnette, Alex Clark, Terry Coulston, Scyler Dockery, Christen Edmonds, Dorian Franklin, Caleb Hardy, Keri Mayfield, Libby Sadler
- Candy's Creek Cherokee - Morgan Burgener and Jacob Murphy
- Mayfield - Kelley Hutchins and Kelley Key
- Ross - Allan DiSiena and Michelle Morris
- Stuart - Susan Glasheen, Lindsey Laudermilk, and Lainey Lovin
- Yates - Grace Hodnette and Megan McClellan
- Cleveland Middle School - Shawn Basil, Lauren Lastoria, Stephen McClellan, Sierra Robinson, Kathryn Rollins, Fairel Sanders, and Deborah Schilling
- Cleveland High School - Janson Brown, Casey Hybarger, Elizabeth Krueger, Stacy Mills, Rachel Nicholas, Audra Olinger, Shelby Pankey, Megen Saex, Samantha Serum, Reggie Tucker, Marty Wheeler, and Jamie Withrow

3.C. *2019 Director's Evaluation Goals

Dr. Dyer presented ideas for the Director's Evaluation. He looked for ways to combine and shorten the evaluation instrument. He said that Part I, Sections C and D could be combined into Finance, Operations, and Staff Relations. In Section D, Budget Reports could be deleted; it is covered in the Budget Development and Maintenance section. Resource Allocation could be rolled into Facility Management under Section D also. In Section E Instructional Leadership, Goal Development and Staff Development could be deleted since these areas are addressed in other areas of rubric.

Dawn Robinson stated that this format will provide an ongoing evaluation instrument. Krista McKay likes keeping Section C and D separate. She stated that after this first year adjustments can be made to the instrument. Tom Cloud stated that Information and Board Questions rows in Section A are redundant; he suggests removing the Board Questions row.

Motion to approve the Director's Evaluation rubric deleting the Board Questions row in Part 1, Section A passed with a motion by Ms. Krista McKay and a second by Mr. Tom Cloud.

Mr. Tom Cloud	Yes
Mr. Charlie Cogdill	Yes
Ms. Carolyn Ingram	Yes
Ms. Krista McKay	Yes
Mr. Steve Morgan	Yes
Ms. Peggy Pesterfield	Yes

Ms. Dawn Robinson Yes
Yes: 7, No: 0

Dr. Dyer presented his evaluation goals.

- Goal 1, Director and Board Relations: To guide the school board through the steps necessary to implement a new school district strategic plan by the end of the 2019-2020 school year.
- Goal 2, Community Relations: To work alongside our administrators, teachers, board members, students, and community to review and recommend a revising of our policies and procedures regarding student discipline and school culture by January 2020.
- Goal 3, Finance, Operations, and Staff Relations: To work through our human resources department to actively and intentionally recruit a diverse staff to work in our district through formal partnership with our Education Preparation Providers and through targeted recruitment efforts by the end of the 2019-2020 school year.
- Goal 4, Instructional Leadership: To work with our K-12 administrators, teachers, and our community to build a model Portrait of a Graduate for our school system by the end of the 2019-2020 school year.
- Goal 5, Academic Progress: To lead our school system and students to a level of academic preparedness that will signal to our community that Cleveland City Schools is a premier school system in the State of Tennessee.

Dawn Robinson stated that the monthly agendas should reflect these goals to keep us focused. The evaluation timeline will not change. Krista McKay stated that these goals will become crystallized after the strategic plan is developed.

Motion to approve the Director's Goals passed with a motion by Ms. Peggy Pesterfield and a second by Ms. Carolyn Ingram.

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

3.D. *First Reading of Policies 1.406, 1.804, 1.901, 1.903, 1.905, 1.906, 4.700, 5.200, 5.201, 5.305, 5.500, 5.501

Dr. Dyer reviewed changes to policies which are all based on new laws passed this past legislative session.

Motion to approve first reading of policies 1.406, 1.804, 1.901, 1.903, 1.905, 1.906, 4.700, 5.200, 5.201, 5.305, 5.500, 5.501 passed with a motion by Mr. Steve Morgan and a second by Mr. Charlie Cogdill.

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

3.E. *Georgetown Road, Lots 9 & 10

Dr. Dyer provided information about Lots 9 and 10 on Georgetown Road in front of Candy's Creek Cherokee Elementary. Both lots are owned by Bank of Cleveland, and they are for sale. Dr. Dyer and City Manager Joe Fivas have discussed the purchase of these lots. At some point, Hwy. 60/Georgetown Road will be expanded. Right now, the lots are approximately 1.5 acre, but they may be closer to 1 acre after Hwy. 60 is expanded. He requests direction from the Board in order to proceed with his discussions with the City and Bank of Cleveland. Each lot is listed for \$325,900. If we purchase both lots, there would be a discount of approximately \$20,000 per lot. The estimated appraisal value from TDOT for the right of way on Hwy. 60 is \$118,200 at CMS and \$50,000 at Candy's Creek Cherokee.

Board members discussed the value of the property and other properties in the area as well as funding options. Board members voiced support for Dr. Dyer to continue discussions with Joe Fivas about acquiring Lot 10.

3.F. Balanced Literacy

Dr. Jeff Elliott, Chief Academic Officer, reported that three years ago the curriculum team began concentrating on writing. Kellye Bender shared information about the literacy block. Five standards of ELA are Reading, Writing, Speaking, Listening and Foundational Skills. She reviewed each section. Board members asked questions about the reading and writing program.

3.G. Student Representative's Update

Hayes Martin provided an update:

- He thanked Dr. Dyer and the Board for giving him this opportunity.
- The first day of school went smoothly.
- Over the summer, CHS held many camps.
- Fall sports have started.
- Laptop deployment was a success last week; 1283 laptops were deployed.
- Coach Tucker and the basketball team sponsored the 5th Annual Tucker Backpack and School Supply Giveaway.
- The fall play was announced; it is *A Family Reunion to Die For*. Tryouts will start soon.
- Cleveland Marching Invitation hosted by CHS will be held in September.
- Students are excited about the upcoming football season.

3.H. Site Committee

Mr. Morgan announced that the new building is up and running. He does not have a report this month.

3.I. TSBA Fall District Meeting - Tuesday, September 17, Maryville

Dawn Robinson announced that the TSBA Fall District Meeting is Tuesday, September 17 in Maryville. Please let Andrea know if you can attend this event.

3.J. TSBA Annual Convention - November 14-17, 2019

Dawn Robinson announced that the TSBA Annual Convention is November 14-17. Let Andrea know if you can attend.

3.K. September Meeting - Tuesday, September 3, 5:30 pm

Dawn Robinson announced that the September meeting is the day after Labor Day, Tuesday, September 3, 5:30 pm.

Mrs. Robinson adjourned by general consent.

4. "B" Agenda

- 4.A. Financial Report
- 4.B. Personnel Report
- 4.C. Non-Faculty and Volunteer Coaches
- 4.D. School Highlights
- 4.E. Dates to Remember

Chairperson

Date

Director of Schools

Trip ID 625 *ge*

Booked By

Booked By Helmstetter, Valerie

Email vhelmstetter@clevelandschools.org

Phone 3046106028

Pager

Cellular 3046106028

Booking Details

Trip Name Beta Club State Convention

Status Approved

Trip State Inactive

Created Date 4/9/2019 4:39:00 PM

Departing Location Cleveland Middle School

Organization Overnight

Trip Destination Opryland Hotel and Resorts, Nashville, TN

Trip Type Round Trip

Trip Package

Trip Departure Date Time 11/23/2019 10:00:00 AM

Driver Departure Time

Participant Drop Off Time

Destination Arrival Date Time

Driver Start Location

Participant Drop Off Location

Estimated Round Trip Mileage 0

Trip Return Date Time 11/25/2019 4:00:00 PM

Driver Return Time

Participant Pick Up Time

Destination Departure Date Time

Driver End Location

Participant Pick Up Location

Trip Contact

Name Helmstetter, Valerie

Email vhelmstetter@clevelandschools.org

Phone 3046106028

Pager

Cellular 3046106028

Attendees

Faculty Valerie Helmstetter, Chris Schroll, Kristen Early, Allie Creel, Emily Buckner, Tammy Maguorik-Overnight Supervisor

Supervising Adults Christina Melton, Logan Early, John Paul Creel

Number of students 32

Number of adults 8

Totals Attendees 40

Cost per student \$250.00

Cost per adult \$250.00

Categorization

Budget Code 500

Budget Code Description Other

Recommended Min Age 0

Recommended Max Age 0

Educational Objective The State Jr. Beta Convention provides opportunities for students to compete academically and practice leadership skills.

Notes

Special Needs and/or Trip Requirements Students will not need break/lunch as the trip occurs during Thanksgiving Break.

Driving Directions

Required Services

Transportation Type Charter Bus

Number Of Vehicles 0

Trip ID **754** *gc*

Booked By

Booked By Carroll, Meghan
Email mcarroll@clevelandschools.org **Pager**
Phone 423-790-8337 **Cellular**

Booking Details

Trip Name Cheer at Citrus Bowl CMS FOOTBALL CHEER
Status Approved
Trip State Inactive
Created Date 7/31/2019 3:05:00 PM

Departing Location Cleveland Middle School
Organization Overnight
Trip Destination Orlando, Florida - AllStar Resort, 1701 W. Buena Vista Drive, Lake Buena Vista, FL
Trip Type Round Trip
Trip Package

Trip Departure Date Time 12/29/2019 7:00:00 AM **Trip Return Date Time** 1/2/2020 8:00:00 PM
Driver Departure Time **Driver Return Time**
Participant Drop Off Time **Participant Pick Up Time**
Destination Arrival Date Time **Destination Departure Date Time**

Driver Start Location **Driver End Location**
Participant Drop Off Location **Participant Pick Up Location**
Estimated Round Trip Mileage 0

Trip Contact

Name Carroll, Meghan
Email mcarroll@clevelandschools.org **Pager**
Phone 423-790-8337 **Cellular**

Attendees

Faculty Megan Carroll, Evan Vermillion, Jay Garcia, Rachel Taylor, Courtney Robbins, Holly Congdon, Anita Renshaw,
Supervising Adults Amanda Hobson, Mindy Wenger, Esten Wenger, Emily Garmon, Lindsey Williford, Courtney Pendergrass, Chris
Number of students 14 **Cost per student** \$1,009.00
Number of adults 16 **Cost per adult** \$969.00
Totals Attendees 30

Categorization

Budget Code 500
Budget Code Description Other
Recommended Min Age 0 **Recommended Max Age** 0
Educational Objective Cheering at the Citrus Bowl in Florida, 4 nights 5 days. This is a great opportunity for the girls to cheer at a college.

Notes

Special Needs and/or Group will travel in a car caravan.
Trip Requirements
Driving Directions

Required Services

Transportation Type Car
Number Of Vehicles 12

Print Trip Report

Trip ID

850



Booked By

Booked By HUTT, ANNA

Email ahutt@clevelandschools.org

Phone 4236503092

Pager

Cellular

Booking Details

Trip Name Argentina Trip

Status Approved

Trip State Inactive

Created Date 8/21/2019 1:20:00 PM

Departing Location Cleveland High School

Organization Overnight

Trip Destination Argentina

Trip Type Round Trip

Trip Package

Trip Departure Date Time 3/6/2020 11:00:00 AM

Driver Departure Time

Participant Drop Off Time

Destination Arrival Date Time

Driver Start Location

Participant Drop Off Location

Estimated Round Trip Mileage 0

Trip Return Date Time 3/16/2020 11:00:00 AM

Driver Return Time

Participant Pick Up Time

Destination Departure Date Time

Driver End Location

Participant Pick Up Location

Trip Contact

Name HUTT,

ANNA

Email ahutt@clevelandschools.org

Phone 4236503092

Pager

Cellular

Attendees

Faculty Anna Hutt, Leia Talley, Ben Williams, Janson Brown

Supervising Adults Anna Hutt, Leia Talley, Ben Williams, Janson Brown

Number of students 29

Number of adults 3

Totals Attendees 32

Cost per student \$2,700.00

Cost per adult \$0.00

Categorization

Budget Code 500

Budget Code Description Other

Recommended Min Age 0

Recommended Max Age 0

Educational Objective To learn about the culture, history, geography of Argentina. To develop cultural awareness and understanding between the two countries.

Notes

Special Needs and/or

Trip Requirements

Driving Directions

Required Services

Transportation Type Commercial Airline

Number Of Vehicles 0

Cleveland City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Minutes	Descriptor Code: 1.406	Issued Date: 04/14/03
		Rescinds: 1.406	Issued: 07/09/01

1 The Director of Schools shall keep, or cause to be kept, complete and accurate minutes of all meetings
2 of the Board.¹ The draft of the minutes of the previous meeting shall be sent to all board members with
3 the agenda for the subsequent meeting. Following their approval by the Board, the minutes shall be
4 signed by the chair and Director of Schools.² The minutes shall become permanent records of the
5 Board and shall be made available to interested citizens and the news media upon request.^{3,4} A copy
6 shall be ~~mailed or~~ provided ~~on the system website~~ to all board members, the president of the local
7 education association, and to each of the schools no more than thirty (30) days after approval by the
8 Board.⁵

9 The minutes shall include:

- 10 1. The nature of the meeting (regular or special), time, place, date, board members present or
11 absent, and the approval of the minutes of the preceding meeting;^{2,3}
- 12 2. A record of all motions, proposals, and resolutions passed or denied by the Board, together with
13 the names of the members making and seconding the motions, and a record of the members
14 voting “aye” and “nay” in the event of a roll call vote;^{2,3}
- 15 ~~3. Reports, documents and objects relating to a formal motion may be omitted from the minutes,
16 if they are referred to and identified by title and date;⁶~~
- 17 4. Names of persons addressing the Board and the purpose of their remarks; and
- 18 5. A brief account of those items discussed, and whether or not any motions were made regarding
19 those items.
- 20
- 21
- 22
- 23
- 24

Legal References

1. ~~TCA 49-2-301(b)(C)(D)~~
2. ~~Robert's Rules of Order, Article VII, Paragraph 41~~
3. ~~TCA 8-44-104(a)~~
4. ~~TCA 10-7-503~~
5. ~~TCA 49-2-203(a)(11)~~
6. ~~OP Tenn. Atty. Gen. 79-284 (June 11, 1979)~~

Legal References

7. TCA 49-2-301(b)(1)(C)-(D)
8. TCA 8-44-104(a)
9. TCA 10-7-503(a)(1)(B), (a)(2)(B)
10. TCA 49-2-203(a)(11); Public Acts of 2019, Chapter No. 248

Cross References

Duties of Officers 1.201

Cleveland City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Alcohol & Drugs in the Workplace	Descriptor Code: 1.804	Issued Date: 09/09/19
		Rescinds: GAN	Issued: 02/12/01

~~No employee shall unlawfully manufacture, distribute, dispense, possess or use on or in the workplace alcohol or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined in federal law.¹ "Workplace" shall include any school building or any school premise; any school-owned or any other school-approved vehicle used to transport students to and from school or school activities; and off-school property during any school-sponsored or school-approved activity, event or function.~~

~~Any employee who violates the terms of this policy shall be suspended and shall be subject to dismissal and referral for prosecution.²~~

~~The Director of Schools shall be responsible for providing a copy of this policy to all school system employees.²~~

General

Any employee who violates the terms of this policy shall be subject to disciplinary action, including but not limited to, suspension, dismissal, and/or referral for prosecution.

The Director of Schools shall be responsible for providing a copy of this policy to all school district employees.

DEFINITIONS

"Workplace" shall include any school building or any school premise; any school-owned or any other school-approved vehicle used to transport students to and from school or school activities; and off-school property during any school-sponsored or school approved activity, event, or function.

"Illegal drugs" shall include any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance as defined by federal law.²

"Unauthorized drugs" shall include, but are not limited to, inhalants; any designer, synthetic, derivative, analogous, or "look-alike" substances that are manufactured, designed, or intended to resemble and/or mimic the effects of illegal drugs; any legally prescribed drugs being used in a manner for which they were not intended or prescribed including, but not limited to, the use of prescription drugs prescribed for another individual; and any lawful substances that could result in impairment of physical or mental capacity that is threatening to the health or safety of the employee or others.³

"Alcohol" shall include, but is not limited to, spirits, liquor, wine, beer, and any liquid containing alcohol as defined by state and federal law.⁴

1 ALCOHOL & DRUG-FREE WORKPLACE

- 2 No employee while on or in the workplace shall unlawfully manufacture, distribute, dispense, possess,
3 use, or be under the influence of any illegal or unauthorized drugs¹ or any alcohol.⁵

Legal References

1. ~~Subtitle D~~ Drug Free Workplace Act of 1988,
41 USCA § 8103
2. ~~34 CFR § 86.201~~
2. 21 USCA § 812
3. TCA 49-5-1003
4. TCA 57-4-102; 26 USCA § 5002
5. TCA 39-17-715

Cross References

Drug & Alcohol Testing for Employees 5.403
Drug-Free Schools 6.307

Cleveland City Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Applications	Descriptor Code: 1.901	Issued Date: 10/04/18
		Rescinds: 1.901	Issued: 03/05/18

1 *General*

2 This policy shall apply to sponsors and potential sponsors of charter schools. It shall not apply to
3 charter schools converting from existing public schools. Proposals from existing charter school
4 operators or replicators and applicants proposing to contract with educational service providers shall
5 include the additional information required by state law.¹

6 **APPLICATION PROCESS²**

7 A prospective charter school sponsor shall send the Director of Schools notice of its intent sixty (60)
8 days prior to ~~April 1st~~ **February 1st** of the year preceding the year in which the proposed charter school
9 plans to begin operation as a charter school.

10 A sponsor seeking board approval of an initial charter school application shall complete the forms
11 provided by the Tennessee Department of Education. The application shall provide all the information
12 required by law. The sponsor shall demonstrate that the proposed charter school meets the purpose
13 prescribed by law for the formation of a charter school, and the proposed charter school will be able to
14 implement a viable program of quality education for its students.³

15 Applications shall be submitted to the Board **and Department of Education** on or before 4:30 p.m. on
16 ~~April 1st~~ **February 1st** of the year preceding the year in which the proposed charter school plans to begin
17 operation as a charter school. ~~Applications will be accepted only between March 1st and April 1st.~~ If the
18 1st of ~~April~~ **February** falls on a Saturday, Sunday, or holiday on which the school district offices are
19 closed, applications will be accepted on the next business day on or before 4:30 p.m. Late applications
20 will not be accepted, without exception. The sponsor shall pay an application fee of \$2,500.00.²

21 **REVIEW TEAM¹**

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

1 The Board shall require the Director of Schools to develop a procedure for receiving, reviewing, and
2 ruling on applications for the establishment of charter schools by the review team. The procedure shall
3 include a timeline for the application and review process. A copy of the procedure, including the
4 review criteria, shall be available to any interested party upon request.

5 The review team shall:

- 6 1) Evaluate all charter school applications based on the review criteria adopted by the Board;
7
- 8 2) Recommend one of the following options to the Board for each application: approve, reject, or
9 reject with stipulations for reconsideration; and
10
- 11 3) Make recommendations for revocation, renewal, or non-renewal of charter contracts.

12 **APPROVAL/DENIAL OF APPLICATION⁴**

13 The Board shall rule by resolution on the approval or denial of a charter application within ninety (90)
14 days of receipt of the completed application, or the application shall be deemed approved by law. The
15 Director of Schools shall report the action taken by the Board to the Department of Education.

16 *Approval*

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

20 ~~Starting in the 2018-2019 school year,~~ The Board will receive an annual authorizer fee of three percent
21 (3%) of the annual per student state and local allocations or thirty-five thousand dollars (\$35,000),
22 whichever is less.⁵

23 Charter schools approved by the Board are expected to implement the application as submitted and
24 approved. Material variations in operations from the approved application require amendment pursuant
25 to statute and the charter school agreement.

26 The Board should not be expected to provide services to charter schools that are not requested during
27 the application process except for those services that are required under state or federal laws. Services
28 agreed to be provided to the charter school by the Board shall be provided at board actual cost. The
29 Board and charter school shall execute a service contract for any additional services.

30 New charter school agreements are approved for a ten (10) year period.⁶ The Board may revoke or
31 deny renewal of a charter school agreement for any of the reasons enumerated in state law.⁷

32 *Denial*

33 Upon receipt of the grounds for denial, the sponsor shall have thirty (30) days within which to submit
34 an amended application to correct the deficiencies. The Board shall have sixty (60) days either to deny
35 or to approve the amended application, or the application shall be deemed approved by law.⁴

1. Within ten (10) days of final denial, an appeal may be filed with the State Board of Education.

Legal References

- ~~1. TCA 49-13-106(b)(1); State Board of Education Policy 6.111~~
- ~~2. TCA 49-13-107; TCA 1-3-102; TCA 49-13-108(a)(5); TRR/MS 0520-14-01~~
- ~~3. TCA 49-13-110~~
- ~~4. TCA 49-13-108; TRR/MSS 0520-14-01; Public Acts of 2018, Chapter No. 698~~
- ~~5. TCA 49-13-128~~
- ~~6. TCA 49-13-121~~
- ~~7. TCA 49-13-122~~

<hr style="width: 20%; margin-left: 0;"/>	
<p>Legal References</p> <ol style="list-style-type: none"> 8. TCA 49-13-106; State Board of Education Policy 6.111 9. TCA 49-13-107; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01; Public Acts of 2019, Chapter No. 219 10. TCA 49-13-110 11. TCA 49-13-108; TRR/MSS 0520-14-01 12. TCA 49-13-128 13. TCA 49-13-121 14. TCA 49-13-122 	

Cleveland City Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Oversight	Descriptor Code: 1.903	Issued Date: 10/04/18
		Rescinds:	Issued:

1 *General*

2 The Board shall oversee and annually evaluate charter schools to ensure they meet the performance
3 standards and targets set forth in the charter agreement.¹ The Board shall create a comprehensive
4 performance, accountability, and compliance monitoring system based on the charter agreement and
5 communicate the results to each charter school. At a minimum, the monitoring system shall address
6 academic, financial, and organizational performance standards as outlined in the charter agreement and
7 required by the State Board of Education.¹ The Board shall utilize the results when making renewal,
8 revocation, and intervention decisions.

9 The Board shall communicate with the charter schools in its portfolio as needed, including both the
10 school leader and governing board, and provide timely notice of any material charter agreement
11 violations and performance deficiencies.

12 The Board shall articulate and enforce stated consequences for failing to meet performance
13 expectations or compliance requirements.

14 **SITE VISITS**

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

20 The Board shall provide the charter school with a report that summarizes the school's performance.
21 The report shall provide an analysis of relevant data and shall not include recommendations or
22 prescriptions to the school.

23 **CHARTER SCHOOL REPORTING**

24 Charter schools shall provide the information required by the charter agreement and state law to the
25 Board. The Director of Schools shall develop a reporting calendar that defines and communicates the
26 process, methods, and timing of gathering and reporting data to the Board.

27 By September 1, the governing body of an approved charter school shall make a written report to the
28 Board.² The annual report shall include: ~~a report on the progress of the school in achieving its goals,
29 objectives, pupil performance standards, content standards, all other terms of the charter agreement,~~

~~and a financial statement disclosing the financial health of the school, including the costs of the administration, instruction, and other spending categories of the school.~~

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

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

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

Each charter school governing body shall submit an annual audit of all accounts and records, to include internal school activity and cafeteria funds, to the Board as soon as practical after June 30.³

AUTHORIZER REPORTING AND REVIEW

By December 1, the Board shall report to the Department of Education detailing the authorizer fees collected in the previous school year and the authorizing obligations fulfilled using the fee.⁴ By January 1, the Board shall submit an annual authorizer report to the Department of Education **and the State Board of Education.**⁵ The Director of Schools shall prepare the reports and provide the information to the Board prior to submission.

~~Following the fifth year of a charter school's initial period of operation or the fifth year of any renewal of a charter school agreement, the Board shall conduct an interim review of the charter school according to the guidelines developed by the Department of Education.⁶~~

Legal References

- ~~1. TCA 49-13-111(d); State Board of Education Policy 6.111~~
 - ~~2. TCA 49-13-120(a) (e)~~
 - ~~3. TCA 49-13-127~~
 - ~~4. TCA 49-13-128(e)~~
 - ~~5. TCA 49-13-120(d)~~
 - ~~6. TCA 49-13-121(d)~~
-

Legal References

7. TCA 49-13-111(d); State Board of Education Policy 6.111
8. State Board of Education Policy 6.500
9. TCA 49-13-120(a), (b)
10. TCA 49-13-112(a), Public Acts of 2019, Chapter No. 219
11. TCA 49-13-127
12. TCA 49-13-128(c)
13. TCA 49-13-120(d)

Cleveland City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Charter School Renewal	Descriptor Code: 1.905	Issued Date: 10/04/18
		Rescinds:	Issued:

1 CUMULATIVE PERFORMANCE REPORT

2 ~~One-year~~ **Three (3) months** prior to the date on which a charter school is required to submit a renewal
3 application, the Director of Schools/designee shall submit a performance report to the charter school.¹

4 APPLICATION AND EVALUATION

5 No later than April 1 of the year prior to the year in which the charter agreement expires, the governing
6 body of a charter school shall submit a renewal application to the Board.¹

7 The Director of Schools/designee shall conduct a renewal evaluation site visit to each charter school
8 that submits a charter renewal application.¹

9 **The Board will make renewal decisions by February 1st in the year the charter school agreement**
10 **expires.**

11 RENEWAL CRITERIA

12 The Board shall make its renewal decision based on **the renewal application, annual progress reports,**
13 **and renewal performance report. ~~whether the charter school:~~**¹

14 ~~1.— Met the Board's standards;~~

15
16 ~~2.— Achieved the targets stated in the charter agreement;~~

17
18 ~~3.— Is organizationally and fiscally viable;~~

19
20 ~~4.— Has been faithful to their charter agreement and applicable law; and~~

21
22 ~~5.— Presents sound academic, financial, and organizational plans for the next charter term.~~

Legal References

1. ~~TCA 49-13-120; State Board of Education Policy 6.111; TCA 49-13-121~~

Legal References

2. TCA 49-13-120; State Board of Education Policy 6.111; TCA 49-13-121; Public Acts of 2019, Chapter No. 219

Cleveland City Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Revocation	Descriptor Code: 1.906	Issued Date: 10/04/18
		Rescinds:	Issued:

1 *General*

2 ~~The Board shall revoke a charter agreement if the charter school is identified as a priority school under~~
3 ~~state law. Revocation shall take effect immediately following the school year in which the charter~~
4 ~~school is identified as a priority school.¹~~

5 The Board shall ~~also~~ revoke a charter agreement if the charter school:²

- 6 1. Failed to meet the minimum performance requirements set forth in the charter agreement;
- 7
- 8 2. Committed a material violation of any of the conditions, standards, or procedures set forth in
- 9 the charter agreement;
- 10
- 11 3. Failed to meet generally accepted standards of fiscal management; or
- 12
- 13 4. Performed any of the acts that are conditions for non-approval of charter schools under state
- 14 law.

15 **NOTICE**

16 The Director of Schools/designee shall notify the charter school of the Board's intent to revoke the
17 charter agreement in writing at least thirty (30) days prior to the revocation.³

18 Within ten (10) days of the Board voting to renew, not renew, or revoke a charter agreement, the
19 Director of Schools/designee shall report the Board's decision to the Department of Education. The
20 Director of Schools/designee shall also provide a copy of the Board's resolution setting forth the
21 decision and the reasons for the decisions.⁴

22 **REVOCAION DUE TO PRIORITY STATUS**

23 ~~The Board may revoke a charter school agreement if the charter school is identified as a priority school~~
24 ~~under state law. Revocation shall take effect immediately following the close of the school year in~~
25 ~~which the charter school is identified as a priority school.⁴~~

26 ~~The Board shall revoke a charter school agreement if the charter school is identified as a priority~~
27 ~~school for two consecutive cycles (beginning in 2017). Revocation shall occur immediately after the~~
28 ~~close of the school year in which the charter school is identified as a priority school for the second~~
29 ~~consecutive cycle.~~

1 PROCEDURES FOR CLOSURE

- 2 The Director of Schools shall develop administrative procedures regarding charter school closures
3 prior to the Board denying renewal or revoking a charter agreement.⁵

Legal References

1. ~~TCA 49-13-122(a); State Board of Education Policy 6.111~~
2. ~~TCA 49-13-122(b); State Board of Education Policy 6.111~~
3. ~~TCA 49-13-122(e)~~
4. ~~TCA 49-13-122(e)~~
5. ~~TCA 49-13-130~~

Legal References

6. TCA 49-13-122(b); State Board of Education Policy 6.111
7. TCA 49-13-122(c)
8. TCA 49-13-122(e)
9. TCA 49-13-122(a); Public Acts of 2019, Chapter No. 205; State Board of Education Policy 6.110
10. TCA 49-13-130

Cleveland City Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Testing Programs	Descriptor Code: 4.700	Issued Date: 08/05/19
		Rescinds:	Issued:

1 *General*

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

- 4 1. Assist in promoting accountability;
- 5
- 6 2. Determine the progress of students;
- 7
- 8 3. Assess the effectiveness of the instructional program and student learning;
- 9
- 10 4. Aid in counseling and guiding students in planning future education and other endeavors;
- 11
- 12 5. Analyze the improvements needed in each instructional area;
- 13
- 14 6. Assist in the screening of students with learning difficulties;¹
- 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.²

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.³

3 **WEIGHTING TCAP SCORES**

4 TNReady⁴ and EOC⁵ 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.^{4,5}

14 **INTEREST INVENTORIES AND CAREER ASSESSMENTS⁶**

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

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

20 **TESTING INFORMATION AND PARENTAL CONSENT**

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

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

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

- 29 1. The name of the test;
- 30
- 31 2. The purpose and use of the test;
- 32

- 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: Review: Annually, in January	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 09/09/19
		Rescinds: 5.200	Issued: 06/09/14

1 **SUSPENSION PENDING AN INVESTIGATION¹**

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

8 **SUSPENSION OF THREE DAYS OR LESS^{2,3}**

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

15 Under no circumstances shall a **D**irector of **S**chools suspend a tenured teacher with pay. If reinstated, the tenured
16 teacher shall be paid full salary for the period of suspension, unless suspension without pay is deemed to be an
17 appropriate penalty.

18 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS⁴**

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

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

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

29 The **D**irector of **S**chools shall, within five (5) days after receipt of request, assign a hearing officer from the list
30 maintained by the **B**oard.

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

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

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

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

20 RESIGNATION

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

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

- 26 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement
27 of a physician approved by the board;
- 28 2. The drafting of the teacher in to military service by selective service board; or
- 29 3. The release by the Board of the teacher from the contract which the teacher has entered into with the
30 Board.⁶

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

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

39 RETIREMENT

- 1 Retirement shall mean a termination of services under conditions which will allow the **employee teacher** to draw
 2 benefits from retirement plans and/or **Social Security** benefits. **Employees Teachers** eligible for retirement benefits
 3 may elect to retire at any age according to the provisions of the retirement system.
- 4 Central office personnel shall assist **employees teachers** in securing retirement benefits; however, it shall be the
 5 responsibility of the retiring **employee teacher** to provide verification of eligibility in writing from **the Tennessee**
 6 **Consolidated Retirement System (TCRS)** to the central office. It shall be the responsibility of the retiring **employee**
 7 **teacher** to file for benefits.
- 8 **Employees Teachers** who retire under TCRS may be employed up to one hundred twenty (120) days per year
 9 without loss of retirement benefits. Retired teachers may substitute teach for additional days if the **Director of**
 10 **Schools** certifies in writing to the ~~board~~ **Division of Retirement** that no other qualified personnel are available to
 11 substitute teach.⁹
- 12 The **Director of Schools** may employ teachers retired for at least one (1) year for full-time employment as a
 13 **Kindergarten through twelfth grade (K-12)** teacher on a year-to-year basis. Retirement benefits will not be lost or
 14 suspended under certain conditions, which include but are not limited to the following:¹⁰
- 15 1. The **Director of Schools** of the employing system **must shall** certify in writing that no other qualified
 16 individuals are available to fill the position;
 - 17 2. The **Commissioner of Education** **must shall** certify that the employing school system serves an area that
 18 lacks qualified teachers to serve in the position to be filled;
 - 19 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
 - 20 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or receive
 21 medical insurance coverage; and
 - 22 5. The salary paid to the retired member shall not be less than the rate of compensation set by the **Board**
 23 for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the
 24 rate of compensation set by **Board** for teachers with comparable training and years of experience filling
 25 similar positions.

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, Chapter No. 248**
- ~~9. **Public Acts of 2017, Chapter No. 287**~~
9. **TCA 8-36-805**
10. TCA 8-36-821

Cross References

- Public Hearings 1.401**
Recommendations and File Transfers 5.203

Cleveland City Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Non-Tenured Teachers	Descriptor Code: 5.201	Issued Date: 09/09/19
		Rescinds: 5.201	Issued: 10/01/15

1 **SUSPENSION PENDING AN INVESTIGATION¹**

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

9 **SUSPENSION OF THREE DAYS OR LESS²**

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

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

19 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²**

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

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

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

- 27 1. be represented by counsel;
- 28 2. call and subpoena witnesses;
- 29 3. examine all witnesses; and
- 30 4. require that all testimony be given under oath.

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

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

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

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

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

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

22 **NONRENEWAL**

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

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

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

- 31 1. The **Board** shall be notified at the next regular board meeting; and
- 32 2. Written notice of non-renewal shall be hand delivered or sent to the **employee teacher** by
33 registered mail so that it will be received by the **employee teacher** within five (5) business days
34 following the last instructional day for the school year.³

35

36

1 RESIGNATION

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

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

- 6 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
7 statement of a physician approved by the board;
- 8
- 9 2. The drafting of a teacher into military service by a selective service board; and
- 10
- 11 3. The release by the Board of the teacher from the contract which the teacher has entered into with
12 the Board.

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

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

21 RETIREMENT

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

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

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

33 The Director of Schools may employ teachers retired for at least one (1) year for full-time employment
34 as a Kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will
35 not be lost or suspended under certain conditions, which include but are not limited to the following:⁸

- 36 1. The Director of Schools of the employing system ~~must shall~~ certify in writing that no other
37 qualified individuals are available to fill the position;

- 1 2. The Commissioner of Education ~~must~~ shall certify that the employing school system serves an
- 2 area that lacks qualified teachers to serve in the position to be filled;
- 3 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 4 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or
- 5 receive medical insurance coverage; and
- 6 5. The salary paid to the retired member shall not be less than the rate of compensation set by the
- 7 board for teachers with no experience filling similar positions, nor more than eighty-five percent
- 8 (85%) of the rate of compensation set by board for teachers with comparable training and years
- 9 of experience filling similar positions.

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

 Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(GG); TCA 49-5-512(d)
3. TCA 49-5-409
4. TCA 49-5-508
5. TCA 49-5-706
6. TCA 49-5-411(a)(4)
7. ~~Public Acts of 2017, Chapter No. 287~~
7. TCA 49-5-411 (b)(4); Public Acts of 2019,
Chapter No. 248
8. TCA 8-36-805
9. TCA 8-36-821

 Cross References

Public Hearings 1.401
 Recommendations and File Transfers 5.203

Cleveland City Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date: 09/09/19
		Rescinds: 5.305	Issued: 03/07/16

1 **PURPOSE**

2 To entitle employees to take reasonable leave for medical reasons, for the birth or adoption of a child,
3 and for the care of a child, spouse or parent who has a serious health condition.

4 **ELIGIBILITY**

5 Anyone who has been employed for at least twelve (12) months by the school district and anyone who
6 has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for
7 service for purposes of FMLA eligibility¹) during the previous twelve-month period shall be eligible to
8 use FMLA leave.²

9 **GENERAL PRINCIPLES**

10 An eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave during a fixed
11 calendar year for the following reasons:

- 12 1. The birth of a child;
- 13
- 14 2. The placement of a child with the employee for adoption or foster care;
- 15
- 16 3. A serious health condition of the employee that makes the employee unable to perform the
17 essential functions of his or her job position;
- 18
- 19 4. The care of a spouse, child, or parent, or next of kin of the employee who has a serious health
20 condition; and
- 21
- 22 5. Any qualifying circumstances arising out of the fact that a spouse, child, or parent of the
23 employee is on covered active duty or has been notified of an impending call or order to
24 covered active duty in the Armed Forces.

25 Granting of leave under this policy shall be subject to, and in accordance with, the provisions of
26 applicable federal and state laws. An employee may substitute accrued paid leave for unpaid time. Use
27 of accrued paid leave shall run concurrently with and be counted toward the employee's total period of
28 FMLA leave.

29 **MATERNITY/PATERNITY LEAVE**

- 30 1. *Relationship between FMLA leave and Tennessee Maternity Leave Act*- FMLA leave shall run
31 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible

1 employees leave for a period not to exceed four (4) months for the adoption, pregnancy,
2 childbirth, and nursing of a newborn child.³

- 3
- 4 2. *Teachers' Leave*- In accordance with state law, any teacher who goes on maternity or paternity
5 leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for
6 maternity leave purposes. In order to be eligible to use sick leave, written request of the teacher
7 accompanied by a statement from the teacher's physician verifying pregnancy shall be submitted.
8 Upon verification by a written statement from an adoption agency or other entity handling an
9 adoption, a teacher may also be allowed to use accumulated leave for adoption of a child. If both
10 adoptive parents are teachers employed by the district, however, only one (1) parent is entitled
11 to use such leave.⁴

12

13 Spouses who are both eligible employees of the school district are limited to a combined total of
14 twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken
15 for the birth and care of a newborn child, for the placement of a child for adoption or foster care,
16 or to care for a parent who has a serious health condition. Under certain circumstances, spouses
17 who share leave for the birth or adoption of a child may be eligible for limited amounts of
18 additional leave for other qualifying FMLA reasons.⁵

19 LEAVE FOR A SERIOUS HEALTH CONDITION⁶

20 Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when he/she
21 is unable to work because of a serious health condition or to care for an immediate family member with
22 a serious health condition. Granting of such leave shall be subject to the provisions of applicable federal
23 and state laws. Employees shall contact Human Resources to determine if the reason for leave qualifies
24 as FMLA leave. If the leave is foreseeable, the employee shall give thirty (30) days' notice. If the leave
25 is not foreseeable, the employee shall notify Human Resources as soon as practicable—generally, either
26 the same or next business day.

27 LEAVE FOR MILITARY FAMILY MEMBERS

- 28 1. *Qualifying Exigency Leave*⁷ - Eligible employees are entitled to up to twelve (12) workweeks
29 of leave because of any "qualifying exigency" arising out of the fact that the spouse, son,
30 daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been
31 notified of an impending call to active duty, or has been notified of an impended call to active
32 duty status in the Armed Forces. Qualifying exigencies may include:
33
- 34 a. Issues arising from the service member's short notice deployment;
 - 35 b. Military events and related activities (e.g. official ceremonies, support programs);
 - 36 c. Making or updating financial and legal arrangements;
 - 37 d. Attending counseling;
 - 38 e. Taking up to fifteen (15) days leave to spend time with a covered service member who
39 is on short-term rest and recuperation leave during deployment; or
 - 40 f. Attending post-deployment activities.
- 41
- 42 2. *Military Caregiver Leave*⁸- An eligible employee who is the spouse, son, daughter, parent, or
43 next of kin of a covered service member or covered veteran with a serious injury or illness is

1 entitled to up to twenty-six (26) workweeks of leave in a “single twelve (12) month period.” A
2 covered service member is a current member of the Armed Forces, including a member of the
3 National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is
4 otherwise in out-patient status, or is otherwise on the temporary disability retired list for a serious
5 injury or illness.
6

7 A covered veteran is an individual who was a member of the Armed Forces at any time during
8 the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy
9 that has a serious injury or illness who is currently receiving medical treatment, recuperation, or
10 therapy.
11

12 The calculation of this five (5) year period shall not include the interval of October 28, 2009
13 through March 8, 2013. The “single twelve (12) month period” for military caregiver leave begins
14 on the first day the employee takes leave for this reason and ends twelve (12) months later. An
15 eligible employee is limited to a combined total of twenty-six (26) workweeks of leave to provide
16 care for a covered service member. The maximum of twenty-six (26) workweeks may include no
17 more than twelve (12) workweeks of leave that is taken for the birth and care of a newborn child,
18 for the placement of a child for adoption or foster care, for care of a parent who has a serious
19 health condition, or for the employee's own serious health condition.

20 **INTERMITTENT LEAVE⁹**

21 Eligible employees may take FMLA leave intermittently when medically necessary to care for a
22 seriously ill family member, because of the employee's own serious health condition, or for the care for
23 a newborn, a newly adopted child, or a newly placed foster care child. When a licensed employee
24 requests foreseeable leave for planned medical treatment and the employee would be on leave for greater
25 than 20% of the total number of working days in the period during which the leave would extend, the
26 school district may require that such employee elect either to take the leave for periods of a particular
27 duration, not to exceed the duration of the planned medical treatment, or to transfer temporarily to an
28 available alternative position offered by the school district for which the employee is qualified and that
29 has equivalent pay and benefits and better accommodates recurring periods of leave.

30 **RESTRICTIONS**

31 1. Notice Requirements

- 32
- 33 a. *Employee Notice*¹⁰- For foreseeable leave, the employee shall provide the Director of
34 Schools with at least thirty (30) days written notice before the beginning of the anticipated
35 leave.
36
- 37 b. *District Notice*- Once it has been established that the leave requested qualifies for
38 FMLA, the Director of Schools/designee shall notify the employee within three (3)
39 business days (absent extenuating circumstances) that any leave taken pursuant to state
40 leave statutes (paid vacation leave, personal leave, sick leave, or workers'
41 compensation) shall run concurrently with FMLA leave.¹¹ The notice may be given
42 orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than

1 the following pay day.¹²

2
3 2. Certification Requirement¹³

4
5 a. The Director of Schools may require that a request for leave be supported by
6 certification issued by a health care provider with the following information:

- 7
8 i. The date on which the serious health condition commenced;
9 ii. The probable duration of the condition;
10 iii. The appropriate medical facts within the knowledge of the health care provider
11 regarding the condition; and
12 iv. A statement that the eligible employee is needed to care for the son, daughter,
13 spouse, or parent and an estimate of the amount of time that such employee is
14 needed.

15
16 b. If there is any reason to doubt the validity of the certification provided, the Director of
17 Schools may require, at the expense of the school district, an opinion of a second health
18 care provider.

19
20 3. Period Near the End of an Academic Term (Professional Employees)¹⁴

21
22 a. If leave is taken more than five (5) weeks prior to the end of the term, the Director of
23 Schools may require the employee to continue taking leave until the end of the term if
24 the leave is at least three (3) weeks of duration and the return of employment would
25 occur during the three (3) week period before the end of the term.

26
27 b. If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools
28 may require the employee to continue taking leave until the end of the term if the leave
29 is greater than two (2) weeks duration and the return to employment would occur during
30 the two (2) week period before the end of the term.

31 **REQUIREMENTS OF THE BOARD**¹⁵

32 1. The employee shall be restored to the same position of employment or an equivalent position
33 with no loss of benefits, pay, or other terms of employment.

34 2. The employee shall be kept under any group health plan for the duration of the leave.

35 3. The Board may recover the premium paid under the following conditions:

- 36
37 a. The employee fails to return from leave after the period of leave has expired; and
38 b. The employee fails to return to work for a reason other than the continuation,
39 recurrence, or onset of a serious health condition or other circumstances beyond the
40 control of the employee.

Legal References

1. *Hinson v. Tecumseh Products Co.*, 2000 U.S. App. LEXIS 26778, at *1—10 (6th Cir. Oct. 17, 2000)
2. Federal Family and Medical Leave Act of 1993, 29 USCA § 2601, 2611—2619
3. TCA 49-5-702; TCA 4-21-408
4. TCA 49-5-710(a)(2); TCA 8-50-802(a)(4) ~~Public Acts of 2018, Chapter No. 907~~ Public Acts of 2019, Chapter No. 248
5. 29 CFR § 825.120(a)(3)
6. 29 CFR § 825.113
7. 29 CFR § 825.126
8. 29 CFR § 825.124; 29 CFR § 825.127
9. 29 CFR § 825.202
10. 29 CFR § 825.302-825.304
11. 29 CFR § 825.207
12. OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v. Morton International, Inc.*, 212 F. 3d 929, 932 (6th Cir. 2000)
13. 29 CFR § 825.305-825.313
14. 29 CFR § 825.602
15. 29 USCA § 2614

Cross References

Sick Leave 5.302
Long-Term Leaves of Absence 5.304

Cleveland City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Discrimination / Harassment of Employees (Age, Gender, Race Ethnic, Religion, Disability)	Descriptor Code: 5.500	Issued Date: 04/01/19
		Rescinds: 5.500	Issued: 08/03/15

1 I. GENERAL STATEMENT

2 ~~The Cleveland City Board of Education is committed to safeguarding the right of all students and~~
3 ~~employees within the school system to learn and work in an environment that is free from all forms of~~
4 ~~harassment and/or sexual harassment.~~

5 ~~It is the policy of the Cleveland City school system to maintain a learning and working environment~~
6 ~~that is free from harassment of any type. The school system prohibits any form of sexual harassment or~~
7 ~~harassment based upon gender, age, religion, disability or race/national origin.~~

8 ~~It shall be a violation of this policy for any student or employee of the school system to harass a~~
9 ~~student or an employee through conduct or communication in any form as defined by this policy.~~

10 ~~Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section~~
11 ~~504 of the Rehabilitation Act of 1973 require school districts to have officially adopted policy~~
12 ~~statements of nondiscrimination on the basis of gender, disability, national origin and race.~~

13
14 ~~Employees shall be provided a work environment free from sexual, racial, ethnic, and religious~~
15 ~~discrimination/harassment. It shall be a violation of this policy for any employee or any student to~~
16 ~~discriminate against or harass an employee through disparaging conduct or communication that is~~
17 ~~sexual, racial, ethnic, or religious in nature.~~

18 II. HARASSMENT DEFINED AND PROHIBITED

19 ~~It is the policy of the Cleveland City Board of Education not to discriminate on the basis of gender,~~
20 ~~race, national origin, creed, religion, age, marital status, or disability in its educational programs,~~
21 ~~activities, or employment policies as required by the herein-referenced federal statutes. Any employee~~
22 ~~or student of this school system shall be punished for infractions of this policy as provided for herein.~~

23 ~~Employee discrimination/harassment will not be tolerated.⁸ Discrimination/harassment is defined as~~
24 ~~conduct, advances, gestures, or words, either written or spoken, of a sexual, racial, ethnic, or religious~~
25 ~~nature that:~~

- 26 1. ~~Unreasonably interferes with the individual's work or performance;~~
- 27
- 28 2. ~~Creates an intimidating, hostile, or offensive work environment;~~
- 29
- 30 3. ~~Implies that submission to such conduct is made an explicit or implicit term of employment; or~~
- 31

4. Implies that submission to or rejection of such conduct will be used as a basis for an employment decision affecting the harassed employee.

Alleged victims of sexual, racial, ethnic, and religious discrimination/harassment shall report these incidents immediately.⁹ This report shall be made to the immediate supervisor, except when the immediate supervisor is the offending party. If the immediate supervisor is the offending party, the report may be made to the Federal Rights Coordinator or the District Complaint Manager. Allegations of discrimination/harassment shall be fully investigated. An oral complaint may be submitted; however, such complaint shall be reduced to writing to ensure a more complete investigation. The complaint shall include the following information:

1. Identity of the alleged victim and person accused;
2. Location, date, time, and circumstances surrounding the alleged incident;
3. Description of what happened;
4. Identity of witnesses; and
5. Any other evidence available.

III. SEXUAL HARASSMENT DEFINED AND PROHIBITED

A. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting the individual's employment or educational opportunities; or
3. The conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment. Any sexual harassment as defined when perpetrated on any student or employee by any student or employee will be treated as sexual harassment under this policy.

B. Sexual harassment may include but is not limited to:

1. sexual advances;
2. verbal harassment or abuse;
3. subtle pressure for sexual activity;

4. touching of a sexual nature including inappropriate patting or pinching;
5. intentional brushing against a student or an employee's body;
6. demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status;
7. demanding sexual favors especially when accompanied by implied or overt promises of preferential treatments with regard to an individual's employment or educational status;
8. graffiti of a sexual nature;
9. displaying or distributing sexually explicit drawings, pictures or written materials including making and playing sexual explicit audio/video tapes;
10. sexual gestures including touching oneself sexually or talking about one's sexual activities in front of others;
11. sexual or "dirty" jokes; or
12. spreading rumors about or rating other students as to sexual activity or performance.

IV. HARASSMENT/DISCRIMINATION GRIEVANCES

Employees should notify any **district complaint manager** if they believe the Board, **its district** employees or agents have violated their rights guaranteed by the State or Federal Constitution, State or Federal statute or board policy including: ^{1,2,3}

1. **Age Discrimination Employment Act;**¹
2. Title II of the Americans with Disabilities Act⁴
3. Title IX of the Education Amendments of 1972⁵
4. Section 504 of the Rehabilitation Act of 1973⁶
5. Claims of sexual harassment under Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972^{7,5}

The **complaint manager** will endeavor to respond and resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies.

V. REPORTING PROCEDURES

Any person who believes he or she has been the victim of harassment or sexual harassment by a student or an employee of the school system, or any third person with knowledge or belief of conduct that may constitute harassment or sexual harassment should report the alleged acts immediately to an appropriate school system official as designated by this policy. An employee who wishes to avail himself or herself of this grievance procedure may do so by filing a complaint with any **district complaint manager**. The employee may request a **complaint manager** of the same sex. The **complaint manager** may assist the employee in filing a grievance.

- A. **In Each School** - The school principal is the person responsible for receiving oral and written reports of harassment or sexual harassment at the school level. A written report will be forwarded simultaneously to the **complaint manager** and the Director of Schools or his/ her

1 designee. If the report was given verbally, the principal shall reduce it to written form within 24
2 hours. Failure to forward any harassment or sexual harassment report or complaint as provided
3 herein shall result in disciplinary action. If the complaint involves the school principal, the
4 complaint shall be filed directly with the **complaint manager** or the Director of Schools or
5 his/her designee.
6

7 **B. System Wide** - The school board hereby designates the Director of Student Services (male) or
8 the Supervisor of Elementary Education (female) as the **complaint managers** and Title IX
9 Coordinator to receive reports or complaints of sexual harassment from any individual,
10 employee or victim of harassment or sexual harassment or discrimination and also from the
11 school principals as outlined above. If the complaint involves the **complaint manager**, the
12 complaint shall be filed directly with the Director of Schools. The school system shall
13 conspicuously post the name of the **complaint manager**, including a mailing address and
14 telephone number. If the complaint involves the Director of Schools, the complaint shall be
15 filed directly with the **Chairman of the Board of Education**. If the complaint involves a member
16 of the **school Board**, the complaint shall be filed with the City's Attorney, with copies of the
17 complaint sent to the Director of Schools.
18

19 **C.** Submission of a complaint or report of harassment or sexual harassment will not affect the
20 reporting individual's present or future employment, grades or work assignments.
21

22 **D.** The school system will respect the confidentiality of the complainant and the individual(s)
23 against whom the complaint is filed as much as possible, consistent with the school system's
24 legal obligations and the necessity to investigate allegations or harassment and take disciplinary
25 action when the conduct has occurred.

26 VI. INVESTIGATION AND RECOMMENDATIONS

27 Upon receipt of a report or complaint alleging harassment, sexual harassment or discrimination, the
28 Complaint Manager shall immediately undertake an investigation. The investigation shall be conducted
29 by the Complaint Manager, or appoint a qualified person to undertake the investigation on his or her
30 behalf. The Complaint Manager may be assisted by the school principal if such complaint originates at
31 a school site.

32 In determining whether alleged conduct constitutes harassment, sexual harassment or discrimination,
33 the school system shall consider all relevant circumstances, the nature of the sexual advances if sexual
34 harassment is alleged, relationships between the parties involved and the context in which the alleged
35 incidents occurred.

36 The investigation shall consist of, but not be limited to, personal interviews with the complainant, the
37 individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged
38 incident(s) or circumstances giving rise to the complaint. The investigations shall also consist of any
39 other methods and documents deemed relevant by the **complaint manager**. If a complaint of sexual
40 harassment contains allegations involving the Director of Schools, the written report shall be filed with
41 the Board **Chair**. The Director shall keep the Board informed of all complaints.

1 In addition, the school system shall take immediate steps to protect the complainant, students and
2 employees pending completion of an investigation of alleged harassment, sexual harassment, or
3 discrimination. ~~The privacy and anonymity of all parties and witnesses to complaints will be respected.~~
4 ~~However, because an individual's need for confidentiality shall be balanced with obligations to~~
5 ~~cooperate with police investigations or legal proceedings, to provide due process to the accused, to~~
6 ~~conduct a thorough investigation, or to take necessary action to resolve a complaint, the identity of~~
7 ~~parties and witnesses may be disclosed in appropriate circumstances to individuals with a need to~~
8 ~~know.~~ The complaint and identity of the complainant will not be disclosed except (1) as required by
9 law or this policy; or (2) as necessary to fully investigate the complaint; or (3) as authorized by the
10 complainant. The complaint manager shall ~~make a final~~ file a written report, within ten (10) days of the
11 filing of the grievance, ~~including of his/her findings and recommendations for disciplinary actions, if~~
12 ~~any, to~~ with the Director of Schools ~~or his/her designee upon completion of the investigation.~~ If a
13 complaint of sexual harassment contains allegations involving the Director of Schools, the written
14 report shall be filed with the Board. The Director of Schools shall keep the Board informed of all
15 complaints.

16 After receipt of the complaint manager's report, the Director of Schools shall render a written decision
17 within five (5) days of the receipt of the report which shall be provided to the employee. If the
18 employee is not satisfied with the decision, the employee may appeal the decision to the Board by
19 making a written request to the complaint manager. The complaint manager shall be responsible for
20 promptly forwarding all materials relative to the complaint and appeal to the Board. Thereafter, the
21 Board shall render within thirty (30) days from the date the appeal was received, review the report and
22 affirm, overrule or modify the decision and render a written finding which shall be provided to the
23 complainant. This grievance procedure shall not be construed to create an independent right to a Board
24 hearing.

25 VII. SCHOOL DISTRICT ACTION

- 26 A. Upon receipt of a recommendation that the complaint is valid, the school system shall take such
27 action as appropriate based on the results of the investigation.
28
- 29 B. The result of the investigation of each complaint filed under these procedures shall be reported
30 in writing to the complainant by the school system. The report shall document any disciplinary
31 action taken as a result of the complaint.
32
- 33 C. The school system shall take such other steps as are necessary to prevent recurrence of the
34 harassment.
35
- 36 D. The school system shall keep the complainant informed of the status of complaints
37
- 38 E. ~~A substantiated charge against an employee shall result in disciplinary action, up to and~~
39 ~~including, termination. A substantiated charge against a student may result in corrective or~~
40 ~~disciplinary action, up to and including, suspension.~~
41
- 42 F. ~~An employee disciplined for violation of this policy may appeal the decision by contacting the~~
43 ~~Federal Rights Coordinator or the Director of Human Resources.~~
44

1 VIII. REPRISAL

2 **There will be no retaliation against any person who reports discrimination/harassment or participates in**
3 **an investigation.** The schools system shall discipline any individual who retaliates against any person
4 who reports alleged incidents of harassment, sexual harassment or discrimination, as well as any
5 individual who retaliates against any person who testifies, assists or participates in an investigation,
6 proceeding or hearing relating to a harassment, sexual harassment or discrimination complaint.
7 Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment that creates
8 a hostile environment. **However, any employee who refuses to cooperate or gives false information**
9 **during the course of any investigation may be subject to disciplinary action. The willful filing of a false**
10 **report will itself be considered harassment and will be treated as such.**

11 IX. NON-HARASSMENT/FALSE ACCUSATIONS

12 The school system recognizes that not every reported incident, advance or consent containing sexual
13 content constitutes harassment. Whether a particular action or incident constitutes a personal or social
14 relationship having a discriminatory effect requires a determination based on all the facts and
15 surrounding circumstances.

16 False accusations of harassment, sexual harassment or discrimination can have serious detrimental
17 effect on innocent parties. Any person who knowingly and intentionally makes a false accusation, for
18 any reason, that would be contrary to the spirit and intent of this policy, shall be subject to immediate
19 and appropriate disciplinary action.

20 X. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

21 These proceedings do not deny the right of any individual to pursue other avenues of recourse which
22 may include filing charges with the Tennessee Department of Human Rights, initiating the civil action,
23 filing a complaint with the Office of the Civil Rights of the United States Department of Education, or
24 in certain instances, seeking redress under state statutes.

25 XI. SEXUAL HARASSMENT AS SEXUAL ABUSE

26 Under certain circumstances, sexual harassment may constitute sexual abuse under Tennessee Law. In
27 such situations, the school system shall comply with Tennessee statutory requirements regarding the
28 reporting of suspected abuse to the appropriate authorities.

29 XII. DISCIPLINE

30 Any school system action taken pursuant to this policy shall be consistent with requirements of federal
31 law, Tennessee statutes and other school system policies. The school system shall take such
32 disciplinary action it deems necessary and appropriate, including warning, suspension or immediate
33 discharge to end harassment, sexual harassment or discrimination, and to prevent its recurrence.

34 XIII. APPOINTING COMPLAINT MANAGERS

35 The Director of Schools shall appoint at least two Complaint Managers, one of each gender. The
36 Federal Rights Coordinator may be appointed as a Complaint Manager. The Director of Schools shall

1 insert into this policy the names, addresses and telephone numbers of current Complaint Managers.
 2 (*see note*)

3 Complaint Managers: Supervisor of Elementary Education (Female)
 4 Director of Student Services (Male)
 5 4300 Mouse Creek Road
 6 Cleveland, TN 37312
 7 (423) 472-9571

8 **XIV. POLICY DISTRIBUTION**

9 A copy of the foregoing policy and reporting procedure shall be published in the school system policy
 10 online. A reference to this policy shall be included in each student handbook published by the school
 11 system, shall be posted in a conspicuous place in each school building, and included in a statement of
 12 nondiscrimination ~~in~~ on the system's ~~annual calendar website~~.

Legal References

1. Age Discrimination Employment Act, 29 USCA § 621 *et seq.*
2. Equal Pay Act, 29 USCA § 206(d)
3. Immigration Reform and Control Act, 8 USCA § 1324 *et seq.*
4. Americans with Disabilities Act, 42 USCA § 12101 *et seq.*
5. Title IX of the Education Amendments, 20 USCA § 1681 *et seq.*
6. Section 504 of the Rehabilitation Act, 29 USCA § 701 *et seq.*
7. Title VII of Civil Rights Act, 42 USCA § 2000e *et seq.*
8. 29 CFR §1604.11
9. 20 USCA § 1681

Cross References

Appeals To and Appearances Before the Board 1.404
 Section 504/ADA Grievance Procedures 1.802
 Equal Opportunity Employment 5.104
 Complaints and Grievances 5.501

Cleveland City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Complaints and Grievances	Descriptor Code: 5.501	Issued Date: 07/09/12
		Rescinds: 5.501	Issued: 05/04/09

1 EMPLOYMENT-RELATED COMPLAINTS/GRIEVANCES

2 ~~The Board believes that differences of opinions arising in the course of employment~~ Conflicts should
3 ~~shall~~ be resolved as quickly as possible and at the lowest supervisory level.

4 In instances of questions by an individual staff member concerning the interpretation of policies and
5 procedures to that staff member, administrative practices within his/her particular school, and
6 relationships with other employees, the staff member concerned must consult the administrative or
7 supervisory personnel to whom he/she is responsible. If a satisfactory resolution of the problem cannot
8 be reached after ample opportunity for consideration of the matter, the staff member concerned may
9 discuss the matter with the next level of supervision up to and including the Director of Schools.

10 In instances where an individual staff member feels for personal reasons that he/she cannot discuss a
11 problem with his/her immediate superior, he/she may take the problem directly to the Director of
12 Schools. After review of the case, the Director of Schools shall take action as he/she deems appropriate
13 and within a prompt, reasonable time shall notify all parties concerned of his decision.

14 HARASSMENT/DISCRIMINATION GRIEVANCES

15 Employees shall notify any district complaint manager if they believe the Board, district employees, or
16 agents have violated their rights guaranteed by the State or Federal Constitution, State or Federal statute,
17 board policy, or the following: ^{1,2,3}

18 1. Age Discrimination Employment Act;¹

19

20 2. Title II of the Americans with Disabilities Act;⁴

21

22 3. Title IX of the Education Amendments of 1972;⁵

23

24 4. Section 504 of the Rehabilitation Act of 1973;⁶ or

25

26 5. Claims of sexual harassment under Title VII of the Civil Rights Act of 1964 and Title IX of the
27 Education Amendments of 1972.^{7,5}

28 The complaint manager will endeavor to respond and resolve complaints without resorting to this
29 grievance procedure, and if a complaint is filed, to address the complaint promptly and equitably. The
30 right of an employee to prompt and equitable resolution of the complaint shall not be impaired by the
31 employee's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit

1 of other remedies, and use of this grievance procedure does not extend any filing deadline related to the
2 pursuit of other remedies.

3 *Filing a Complaint*

4 An employee who wishes to avail himself/herself to this grievance procedure may do so by filing a
5 complaint with any district complaint manager. The employee may request a complaint manager of the
6 same sex. The complaint manager may assist the employee in filing a grievance.

7 *Investigation*

8 The complaint manager will investigate the complaint or appoint a qualified person to undertake the
9 investigation on his/her behalf. The complaint and identity of the complainant will not be disclosed
10 except (1) as required by law or this policy; (2) as necessary to fully investigate the complaint; or (3) as
11 authorized by the complainant. The complaint manager shall file a written report within ten (10) days of
12 the filing of the grievance of his/her findings with the Director of Schools. If a complaint of sexual
13 harassment contains allegations involving the Director of Schools, the written report shall be filed with
14 the Board. The Director of Schools shall keep the Board informed of all complaints.

15 *Decision and Appeal*

16 After receipt of the complaint manager's report, the Director of Schools shall render a written decision
17 within five (5) days of the receipt of the report that shall be provided to the employee. If the employee
18 is not satisfied with the decision, the employee may appeal the decision to the Board by making a written
19 request to the complaint manager. The complaint manager shall be responsible for promptly forwarding
20 all materials relative to the complaint and appeal to the Board. Thereafter, the Board shall, within thirty
21 (30) days from the date the appeal was received, review the report, affirm, overrule, or modify the
22 decision, and render a written finding that shall be provided to the complainant. This grievance procedure
23 shall not be construed to create an independent right to a board hearing.

24 **APPOINTING COMPLAINT MANAGERS**

25 The Director of Schools shall appoint at least two (2) complaint managers, one of each gender. The
26 Federal Rights Coordinator may be appointed as a complaint manager. The Director of Schools shall
27 insert into this policy the names, addresses, and telephone numbers of current complaint managers.

28
29 Complaint Managers: Supervisor of Elementary Education (Female)
30 Director of Student Services (Male)
31 4300 Mouse Creek Road Cleveland, TN 37312
32 (423) 472-9571

33 **EVALUATION GRIEVANCES**

34 Principals and teachers may challenge their evaluations relative to (1) accuracy of the data and/or (2)
35 adherence to the evaluation policies adopted by the State Board of Education.

1 A three-step procedure is in place for this type of challenge. The first step involves the
2 teacher/principal and the evaluator. The second step gives the teacher/principal an opportunity to
3 appeal to the Director of Schools. The third step permits the teacher/principal to appeal to the Board of
4 Education for final resolution of the grievance.

5 This procedure is available in the Administrative Handbook and on-line in the Employee Handbook.

6

Legal References

1. Age Discrimination Employment Act, 29 USCA § 621 *et seq.*
2. Equal Pay Act, 29 USCA § 206(d)
3. Immigration Reform and Control Act, 8 USCA § 1324 *et seq.*
4. Americans with Disabilities Act, 42 USCA § 12101 *et seq.*
5. Title IX of the Education Amendments, 20 USCA § 1681 *et seq.*
6. Section 504 of the Rehabilitation Act, 29 USCA § 701 *et seq.*
7. Title VII of Civil Rights Act, 42 USCA § 2000e *et seq.*

Cross References

Appeals to and Appearances Before the Board 1.404
Section 504/ADA Grievance Procedures 1.802
Equal Opportunity Employment 5.104
Discrimination/Harassment of Employees 5.500



Russell Dyer, Ed.D. • Director of Schools

4300 Mouse Creek Road, NW • Cleveland, TN 37312 • phone (423) 472-9571 • fax (423) 472-3390

MEMORANDUM

Date: August 30, 2019
To: Dr. Russell Dyer
From: Hal Taylor, Director of Operations 
Re: Regulator Station Offer

The Chattanooga Gas Company is offering to compensate Cleveland City Schools \$10,000 for a utility easement in the northeast corner of the Cleveland Middle School property. Please see attached documentation for placement and details of this offer. The regulator station will not interfere with the operations of the school.

Chattanooga Gas

August 20, 2019

Hal Taylor
Cleveland School Board
800 Lee Hwy
Cleveland, TN

RE: Bradley County CHP
Property: 3635 Georgetown Rd. – Cleveland, TN
Tax Parcel ID: 112.0033
Bradley County, TN AGL 1811072

Dear Land Owner:

Atlanta Gas Light Company (AGLC) will be improving our natural gas infrastructure by installing new facilities and distribution lines in your area to better serve the communities in Bradley County, Tennessee. With the increase pressure of the new lines, a new gas regulator station is necessary. The preferred location for this station is a parcel of land owned by City Of Cleveland School Board according to county records. AGLC is in the process of obtaining easement rights for this project as designated above

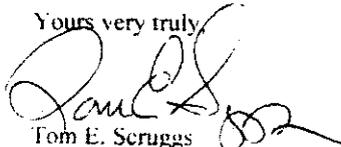
To make this project possible a 20' x 20' Permanent Easement is required. (Please see sketch for location)

AGLC is offering \$ 10,000.00 for the easement(s).

AGLC has engaged Phoenix Consulting Services, Inc. to acquire the necessary easements and easement rights. I (Tom Scruggs), representing AGLC, am authorized to explain and discuss the full effect of the purchase, the easement(s) and your rights, as provided by law. You may reach me by phone at 678-951-3541 and/or by email at

If you agree to the terms expressed herein, please sign below. This document will be forwarded to AGLC to process the check requested. Upon my receipt, our agent will meet with you to sign the easement agreements and deliver the check.

Yours very truly,

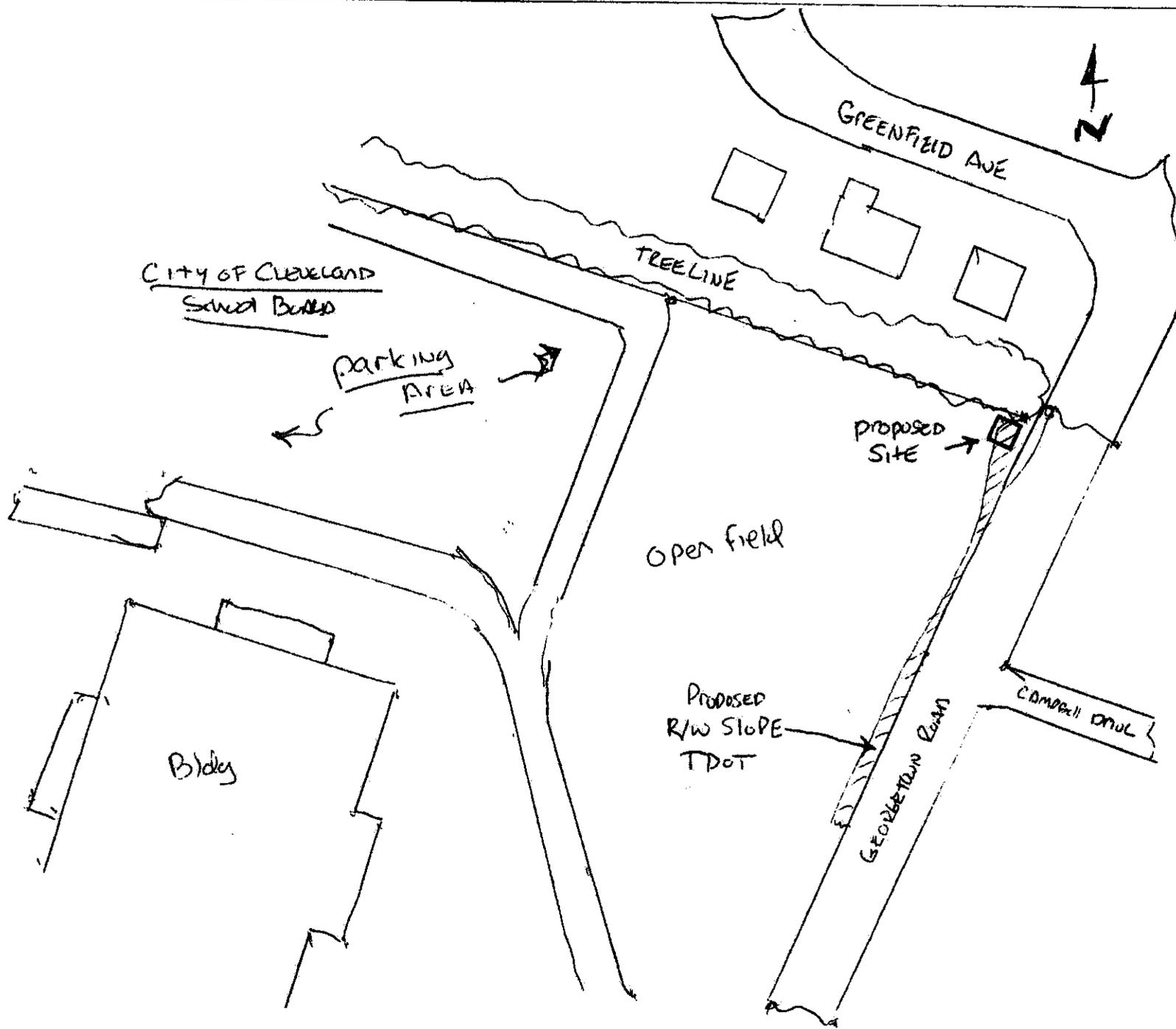

Tom E. Scruggs
Senior Land Agent
Phoenix Consulting Services, Inc.
Contractor for Atlanta Gas Light Company

Witness

Date

***Disclaimer: AGLC Reserves the right of final review and approval of said agreement prior to the acceptance and disbursement of funds.**

Landowner initials



Sample Regulator Stations



INTEROFFICE MEMORANDUM

TO: RUSSELL DYER

FROM: JEFF ELLIOTT

SUBJECT: ELEMENTARY STANDARDS-BASED REPORTING

DATE: AUGUST 29, 2019

CC: ANDREA BYERLY

For the 2019-2020 school year, Cleveland City Schools will continue to report student progress using a standards-based reporting system at the elementary level. Modifications were made this year in an effort to align local progress reporting levels (1-4) with state assessment reporting levels (1-4). The details of the grade level reporting scales are attached.



2019-2020 Report of Student Progress Information

The following grading scales will be used when reporting student progress.

Kindergarten – 2nd Grade

ELA and Math

CCS will use a 4-point scale that aligns with TDOE reporting and CCS Subject Specific Rubrics. Scores will be recorded by strands and clusters in ELA and Math.

- 1 **Below Basic:** Unable to master grade level standard
- 2 **Approaching Mastery:** Inconsistently demonstrates master of grade level standard
- 3 **Mastery of Standard:** Mastery of grade level standard
- 4 **Exceeds Standard:** Exceeds grade level standard

Science and Social Studies

CCS will continue to use **E/S/N** to report student progress in Science and Social Studies.

3rd Grade

ELA/Math/Science/Social Studies

CCS will use a 4-point scale that aligns with TDOE reporting and CCS Subject Specific Rubrics. Scores will be recorded by strands and clusters in ELA and Math. An overall score will be recorded for Science and Social Studies.

- 1 **Below Basic:** Unable to master grade level standard
- 2 **Approaching Mastery:** Inconsistently demonstrates master of grade level standard
- 3 **Mastery of Standard:** Mastery of grade level standard
- 4 **Exceeds Standard:** Exceeds grade level standard

4th and 5th Grade

ELA and Math

CCS will use a 4-point scale that aligns with TDOE reporting and CCS Subject Specific Rubrics.

- 1 **Below Basic:** Unable to master grade level standard
- 2 **Approaching Mastery:** Inconsistently demonstrates master of grade level standard
- 3 **Mastery of Standard:** Mastery of grade level standard
- 4 **Exceeds Standard:** Exceeds grade level standard

The Report of Progress will indicate a letter grade of **A, B, C, or D** representing an overall progress grade in ELA and Math. This score will reflect student understanding of the standards.

Science and Social Studies

A letter grade of **A, B, C, or D** will be recorded in the area of Science and Social Studies. This score will reflect student understanding of the standards.

Kindergarten - 5th Grade

Reporting Scale for Social Skills and Work Habits

- E** **Excellent Progress**
- S** **Satisfactory Progress**
- N** **Needs Improvement**

Reporting Scale for Art/Computer/Library/Music/PE

- E** **Excellent Progress**
- S** **Satisfactory Progress**
- N** **Needs Improvement**

Cleveland City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Role of the Board of Education	Descriptor Code: 1.101	Issued Date: 10/08/01
		Rescinds: 1.101	Issued: 07/09/01

~~1 The Board will be guided by the general mandatory powers and duties of the Board as defined through
2 statute¹ which state or imply that a local Board of Education has full power to operate the local public
3 schools as it deems fit in compliance with state and federal mandates. The Board functions only when
4 in session.~~

~~5 The Board sees these as its required functions:~~

~~6
7 1. **Policy Oversight:**² The Board will develop policy for the school system and employ a chief
8 school administrator who shall carry out its policies through the development and
9 implementation of administrative procedures. The Board will evaluate the effectiveness of its
10 policies and their implementation. This includes setting and evaluating goals in educational and
11 financial areas.~~

~~12 2. **Educational Planning:**³ The Board will require reliable information from responsible sources
13 which enable it and the staff to work toward the continuous improvement of the educational
14 program.~~

~~15 3. **Provision of Financial Resources:**⁴ The Board will adopt a budget to provide the necessary
16 funding in terms of buildings, staff, materials and equipment to enable the school system to
17 carry out its functions.~~

~~18 4. **Communication:** The Board will keep the local community informed about the school and
19 keep itself informed about the wishes of the public. The Board will build public support for the
20 schools by involving the public in the planning process.~~

~~21 5. **Accountability:** The Board is accountable to the State of Tennessee and the people of the City
22 of Cleveland to meet the standards established by law for the education of the children.~~

~~23 The Board will provide, within the financial limitations set by the community, the best educational
24 opportunities possible for all children.~~

~~25 The Board shall exercise its powers through the legislation of policies for the organization and operation
26 of the school district. The Board will delegate the administration of the schools to the director of schools.
27~~

The Board will oversee the operation of the school district in compliance with state and federal laws.¹

The Board will function only when in session. The Board's required functions include, but are not limited, to the following:

GENERAL

1. To develop and adopt a strategic plan in consultation with the Director of Schools;²
2. To adopt all policies required by state or federal law;³
3. To approve school zones;⁴
4. To approve the district calendar;⁵
5. To adopt district safety plans;⁶
6. To approve the closure of facilities, if needed;¹
7. To approve an insurance provider;¹ and
8. To approve/modify the agenda at the beginning of the board meeting.¹

FISCAL

1. To approve and adopt the budget;¹
2. To approve purchases outside the budget on a case-by-case basis in accordance with board policy;¹
3. To approve budget transfers;⁷
4. To adopt the district salary schedule;⁸
5. To approve a differentiated pay plan;⁹
6. To approve funding for the district maintenance plan and capital requests;¹
7. To approve the location and scope of new building projects;¹ and
8. To approve bids.¹

INSTRUCTION AND STUDENTS

1. To adopt the curriculum;¹
2. To adopt textbooks;¹⁰
3. To review student disciplinary issues appealed to the Board and make a final determination;¹¹

4. To authorize or prohibit the use of corporal punishment;¹²
5. To approve or deny admission of students expelled from other school districts;¹³ and

PERSONNEL

1. To employ and evaluate the Director of Schools;¹
2. To grant tenure to eligible teachers;¹⁴ and

To dismiss tenured teachers.¹⁵

Legal References:

1. TCA 49-2-203
2. TCA 49-2-207
3. TCA 49-1-302(a)(3); TRR/MS 0520-2-1-.01
4. TCA 49-2-203(10)(A)(i)

Cross References:

- Policy Development & Adoption 1.600
- Administrative Procedures 1.601
- School District Goals 1.700
- Annual Operating Budget 2.200

Legal References

1. TCA 49-2-203
2. TRR/MS 0520-01-03-.03(14); State Board of Education Policy 2.101; TCA 49-1-613
3. TCA 49-2-207
4. TCA 49-6-403(c)
5. TCA 49-6-3004
6. TCA 49-6-804(a)
7. OP Tenn. Atty. Gen. 83-464 (Oct 26, 1983)
8. TCA 49-3-306(a)
9. TCA 49-3-306(h)
10. TCA 49-6-2207(a)(1)
11. TCA 49-6-3401(c)(4)(C)
12. TCA 49-6-4104
13. TCA 49-6-3401(f)
14. TCA 49-5-504(b); TCA 49-2-203(a)(1)
15. TCA 49-5-511

Cross References

- Duties of Board Members 1.202
- Policy Development & Adoption 1.600
- Administrative Procedures 1.601
- School District Goals 1.700
- School District Planning 1.701
- Annual Operating Budget 2.200

1

Cleveland City Board of Education			
Monitoring: Review: Annually, in September	Descriptor Term: Duties of Board Members	Descriptor Code: 1.202	Issued Date: 07/09/01
		Rescinds: BBBA	Issued: 07/06/94

2

3

4

5

6

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

32

33

34

35

36

1 The duties of an individual board member shall be as follows:

~~1. To become familiar with State school laws, regulations of the State Department of Education, and school board policies, rules and regulations;~~

1. 1. To take the oath to discharge faithfully the duties of the office;¹

2. To participate in State-mandated board training;¹

~~3. To have a general knowledge of the educational aims and objectives of the system;~~

~~4. To work harmoniously with other board members without trying either to dominate the Board or neglect his/her share of the work;~~

~~5. To vote and act impartially for the good of the school system;~~

~~6. To accept the will of the majority vote in all cases and give support to the resulting action;~~

~~7. To represent the Board and the school system to the public in such a way as to promote both interest and support; and~~

~~8. To refer complaints to the Director of Schools and to abstain from individual counsel and action in regard to staff members.~~

1. To recognize that the Board is required to comply with the Open Meetings Law³ and that the Board only has authority to make decisions at official board meetings;

2. To understand that board members will receive information that is confidential per state or federal law and cannot be shared;

3. To adhere to the Boardsmanship Code of Conduct; and

4. To adhere to the Cleveland City Schools Board of Education Code of Ethics.⁴

~~Legal References~~

- ~~1. TCA 49-2-202(a)(5); TRR/MS 0520-1-2-11~~

~~Cross References~~

- ~~Role of the Board of Education 1.101~~
- ~~Code of Ethics 1.106~~

Legal References

1. TCA 49-2-202(b)
2. TCA 49-2-202(a)(6); TRR/MS 0520-01-02-.11
3. TCA 8-44-102 *et seq.*
4. TCA 8-17-103

Cross References

- Role of the Board of Education 1.101
- Boardsmanship Code of Conduct 1.1021
- Code of Ethics 1.106

Version Date: December 5, 2018

Cleveland City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Effective Boardsmanship Standards Boardsmanship Code of Conduct	Descriptor Code: 1.1061 1.2021	Issued Date: 10/06/08
		Rescinds: 1.106	Issued: 07/09/2001

1 The Board adopts these standards as recommended by the Tennessee School Boards Association as a
2 guide to its members as they provide educational leadership for the youth of our state.

3 ~~ARTICLE I.~~ MY RELATIONS TO THE CHILDREN

4 ~~Section 1.~~ I will at all times think in terms of “children first,” always determining
5 how my actions and decisions will affect the education and training of
6 children.

7 ~~Section 2.~~ I will seek to provide equal educational opportunities for all children
8 ~~regardless of ability, race, color, sex, creed, or location of residence.~~

9 ~~ARTICLE II.~~ MY RELATIONS TO MY COMMUNITY

10 ~~Section 1.~~ 1. I will endeavor to appraise fairly both the present and future educational
11 needs of the community and to support improvements as finances permit.

12 ~~Section 2.~~ 2. I will represent at all times the entire school community and refuse to
13 represent special interests or partisan politics.

14 ~~Section 3.~~ 3. I will endeavor to keep the community informed about the progress and
15 needs of the schools.

4. I will represent the Board and the school district to the public in such a
way as to promote both interest and support.

5. I will refer to other board members, staff, students, and the public with
respect when using social media.

18 ~~ARTICLE III.~~ MY RELATIONS TO TEACHERS AND PERSONNEL

19 ~~Section 1.~~ 1. I will support the employment of those best qualified to serve as
20 employees and insist on a regular and impartial evaluation of all staff.

21 ~~Section 2.~~ 2. I will support and protect personnel in performance of their duties.

22 ~~Section 3.~~ 3. I will not criticize employees publicly but will make such criticism to
23 the Director of Schools for investigation and action if necessary.

24

25

26

27

28 **ARTICLE IV. MY RELATIONS WITH OTHER BOARD MEMBERS**

29 Section 1. ~~I will recognize that authority rests only with the board in official~~
30 ~~meetings, and that the individual member has no legal status outside of~~
31 ~~such meetings.~~

1. I will understand that the Board makes decisions as a team and that individual board members may not commit the Board to any action.

2 Section 4. 2. I will ~~respect the opinion of other members and will~~ accept the
3 ~~principle of "majority rule."~~ will of the majority vote in all cases and give support to the resulting action.

3. I will work harmoniously with other board members without trying to dominate the Board or neglect my share of the work.

5 Section 2. 4. I will refuse to make promises as to how I will vote on a matter
6 that will come before the board.

7 Section 3. 5. I will make decisions only after a complete discussion of items
8 at a board meeting.

9 **ARTICLE V. MY RELATIONS WITH THE DIRECTOR OF SCHOOLS**

10 Section 1. 1. I will support the full administrative authority as well as
11 responsibility for the Director of Schools to properly discharge all
12 professional duties.

13 Section 2. 2. I will ~~support~~ hold the Director of Schools accountable for
14 working with staff and requiring them to work within the
15 framework of policies set up by the board.

16 3. I will understand that the Board sets the standards for the school district through policy and that board members do not manage the district on a day-to-day basis.

17 Section 3. 4. I will refer all complaints and concerns to the Director of Schools and abstain from individual counsel and action in regard to staff members.

18 **ARTICLE VI. MY RELATIONS TO MYSELF**

19 Section 1. ~~I will inform myself about my duties and responsibilities and~~
20 ~~current educational issues by individual study and through~~
21 ~~participation in programs providing needed information, such as~~
22 ~~those sponsored by my state and national school boards~~
23 ~~associations.~~

1. I will uphold the integrity and independence of the position.

2. I will become familiar with federal and state education laws and school board policies.

3. I will educate myself about my duties and responsibilities and current educational issues by individual study and through participation in programs providing needed information.
4. I will continually advocate for the goals of the school district.
5. I will vote and act impartially for the good of the school district.
6. I will avoid conflicts of interest, and I will refrain from using my position on the Board for personal or partisan gain.
7. I will attend all board meetings and become informed concerning the issues to be considered at those meetings.
8. I will model civility to students, employees, and all elements of the community by encouraging the free expression of opinion by all board members and engaging in respectful dialogue with fellow board members on matters being considered by the Board.

Cleveland City Board of Education			
Monitoring: Review: Annually, in November	Descriptor Term: Graduation Requirements	Descriptor Code: 4.605	Issued Date: 09/29/16
		Rescinds: 4.605	Issued: 08/01/16

1 *General*

2 ~~To meet the requirements for graduation, a student shall have attained an approved attendance, conduct~~
3 ~~and subject matter record which covers a planned program of education, and such record shall be kept~~
4 ~~on file in the high school.~~

5 The program of studies shall include areas ~~and content in these areas within~~ required by the State Board
6 of Education ~~Regulations and shall be flexible enough to facilitate progress from one stage of~~
7 ~~development to another, thus providing for more effective student adjustment.~~

8 ~~The pattern of courses which shall be required of all students in grades nine (9) through twelve (12) shall~~
9 ~~be in accordance with the Rules and Regulations of the State Board of Education and the Board of~~
10 ~~Education.~~

11 **Graduation Requirements⁺**

12 Before graduation, every student shall:

- 13 1. Achieve the specified ~~twenty-two (22)~~ units of credit;
- 14 2. Take the required end-of course exams¹,
- 15 3. Have satisfactory records of attendance and conduct,
- 16 4. Take the ACT or SAT prior to graduation; and ~~examination, administered at the 11th grade.²~~;
- 17 5. ~~Complete Pass~~ a United States civics test.³

18
19 Students who have completed all graduation requirements including a minimum of 28 credits will
20 be awarded a Cleveland High School diploma. Students who have completed all state graduation
21 requirements but have less than 28 will be awarded a State of Tennessee diploma.

22 **Tennessee Valley Early College (TVEC)**

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

26 **Special Education Students with Disabilities^{+,4}**

27 ~~Students with disabilities who successfully complete their Individualized Educational Program (IEP),~~
28 ~~have a satisfactory record of attendance and conduct, and receive at least 28 credits shall be awarded a~~
29 ~~Cleveland High School diploma. Students with disabilities who successfully complete their~~
30 ~~Individualized Educational Program (IEP), have a satisfactory record of attendance and conduct, and~~

1 ~~receive at least~~ Special education students who earn the prescribed twenty-two (22) credits minimum
2 shall be awarded a ~~State of Tennessee regular high school diploma. A special education diploma may be~~
3 ~~awarded at the end of their fourth year to students with disabilities who have (1) not met the requirements~~
4 ~~of a high school diploma, (2) have satisfactorily completed an individualized education program, and (3)~~
5 ~~have satisfactory records of attendance and conduct.~~ Students who ~~obtain~~ have received the below
6 ~~special education~~ diplomas ~~may~~ shall continue to ~~work~~ make progress towards a regular ~~the~~ high school
7 diploma ~~through~~ until the end of the school year in which they turn twenty-two (22) years old.⁵

8 *Special Education Diploma*

9 A special education diploma shall be awarded to students who have not met the requirements for a regular
10 high school diploma⁵ but have:

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

15 *Occupational Diploma*

16 ~~An occupational diploma may be awarded at the end of their fourth year of high school to students~~
17 ~~with disabilities who have (1) not met the requirements for a high school diploma, (2) have~~
18 ~~satisfactorily completed an individualized education program, (3) have satisfactory records of~~
19 ~~attendance and conduct, and (4) have completed the occupational diploma Skills, Knowledge, and~~
20 ~~Experience Mastery Assessment (SKEMA) created by the department and have completed two (2)~~
21 ~~years of paid or non-paid work experience. The determination that an occupational diploma is the goal~~
22 ~~for a student with a disability will be made at the conclusion of the student's tenth (10th) grade year or~~
23 ~~two (2) academic years prior to the expected graduation date. Students who obtain the occupational~~
24 ~~diploma may continue to work towards the high school diploma through the end of the school year in~~
25 ~~which they turn twenty-two (22) years old.⁴~~

26 Special education students who do not meet the requirements for a regular high school diploma may be
27 awarded an occupational diploma if the student has:^{1,4}

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

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

36 *Alternate Academic Diploma*

37 Special education students who do not meet the requirements for a regular high school diploma may be
38 awarded an alternate academic diploma if the student has:⁴

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

8 STUDENT LOAD

9 All **full time** students in grades nine (9) through twelve (12) shall be enrolled each semester in subjects
10 that ~~will allow them to graduate within those four (4) years~~ produce a minimum of five (5) units of
11 credit for graduation per year. ~~Students with hardships or and gifted eases students may be appealed~~
12 ~~this requirement by the student~~ to the Director of Schools ~~with further appeal and then~~ to the Board.⁶

13 EARLY GRADUATION⁷

14 High school students shall be permitted to complete an early graduation program. Students intending to
15 graduate early shall inform the school principal of this intent prior to the beginning of 9th grade, or as
16 soon thereafter as the intent is known.

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

- 18 1. Earn the required eighteen (18) credits;
- 19 2. Achieve a benchmark score for each required end-of-course exam;
- 20 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 21 4. Meet the minimum ACT or SAT benchmark score;
- 22 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 23 6. Complete at least two (2) types of the following courses
 - 24 a. AP;
 - 25 b. IB;
 - 26 c. Dual enrollment; or
 - 27 d. Dual credit.

28 The Director of Schools shall develop administrative procedures to ensure that the early graduation
29 program is conducted in accordance with state law.

Legal References

1. ~~TCA 49-6-6001; State Board of Education Policy 2.103~~
2. ~~Public Acts of 2016, Chp. No. 844; State Board of Education Policy 2.103~~
3. ~~Public Acts of 2016, Chapter No. 499; 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-.03(6)~~
7. ~~TCA 49-6-8303; State Board of Education Policy 2.103~~

Cross References

~~Basic Curriculum Program 4.201
Class Ranking 4.602~~

Legal References

8. TCA 49-6-6001; State Board of Education Policy 2.103
9. TCA 49-6-6001(b); State Board of Education Policy 2.103
10. TCA 49-6-408; Public Acts of 2019, Chapter No. 442; State Board of Education Policy 2.103
11. TRR/MS 0520-01-03-.06(1)(a); State Board of Education Policy 2.103
12. TCA 49-6-6005; State Board of Education Policy 2.103
13. TRR/MS 0520-01-03-.06(1)(a)(7)
14. TCA 49-6-8303; State Board of Education Policy 2.103

Cross References

Basic Curriculum Program 4.201
Alternative Credit Options 4.209
Honor Roll, Awards, & Class Ranking 4.602

Cleveland City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Attendance	Descriptor Code: 6.200	Issued Date: 09/30/19
		Rescinds:	Issued: 09/30/19

1 Attendance is a key factor in student achievement, and therefore, students are expected to be present
2 each day school is in session. **The Director of Schools/designee shall develop appropriate administrative
3 procedures to implement this policy.**

4 The Attendance Supervisor shall oversee the entire attendance program which shall include:¹

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

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

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

- 19 1. Personal illness/injury;
- 20 2. Illness of immediate family member;
- 21 3. Death in the family;
- 22 4. Extreme weather conditions;
- 23 5. Religious observances;⁵
- 24 6. Pregnancy;
- 25 7. School endorsed activities;

1 9. Summons, subpoena, or court order; or

2
3 10. Circumstances which in the judgment of the principal create emergencies over which the
4 student has no control.

5 The principal shall be responsible for ensuring that:⁶

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

7
8 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent
9 for the majority of the day;

10 3. All student absences are verified;

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

12 5. System-wide procedures for accounting and reporting are followed.
13

14 **TRUANCY**

15 ~~Truancy is defined as an absence for an entire school day, a major portion of the school day or the major~~
16 ~~portion of any class, study hall or activity during the school day for which the student is scheduled.~~

17 ~~Students who are absent five (5) days without adequate excuse shall be reported to the Director of~~
18 ~~Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's~~
19 ~~absence. The Director of Schools/designee shall also comply with state law regarding the reporting of~~
20 ~~truant students to the proper authorities.⁷ In addition, the principal/designee shall initiate meaningful~~
21 ~~communications with the student and parent(s)/guardian(s) in order to determine the underlying cause(s)~~
22 ~~of the unexcused absences. The principal/designee shall then develop an attendance plan and coordinate~~
23 ~~additional services designed to improve the student's attendance.~~

24 ~~All students with absences of any kind (excused or unexcused) are subject to tiered attendance~~
25 ~~intervention.¹⁰ Excused absence intervention is at the discretion of the principal and will follow the tiered~~
26 ~~system if intervention is deemed necessary. Unexcused absences must follow the tiered attendance~~
27 ~~intervention system.~~

28 ~~Each student will receive upon each absence at least one of the following:~~

29 ~~1. Phone call to parent~~

30 ~~2. Email to parent~~

31 ~~3. Letter home to parent~~

32 ~~Tier I (3-4 total absences per school year) consists of the following interventions, at the individual school~~
33 ~~level:~~

34 ~~1. Attendance plan/contract (for no more than 90 days)~~

- 1 ~~2.—Parent conference~~
- 2 ~~3.—Follow up attendance meetings each 90 days or less~~

3 ~~Tier II (5-8 total absences per school year) consists of the following interventions, at the individual~~
4 ~~school level:~~

- 5 ~~1.—Individualized assessment of student support needs~~
- 6 ~~2.—Modification of attendance plan/contract~~
- 7 ~~3.—Parent conference~~

8 ~~Tier III (9+ total absences per school year) consists of the following interventions, at the individual~~
9 ~~school level:~~

- 10 ~~1.—School based services referral or school based community service~~
- 11 ~~2.—Referral to campus court~~

12 ~~Five late check-ins (tardies) to school or early check-outs from school will be regarded as an absence for~~
13 ~~the purposes of the tiered intervention program. Missing 50% or more of a school day also constitutes a~~
14 ~~full absence.⁸~~

15 ~~If a student is required to participate in a remedial instruction program outside of the regular school day~~
16 ~~where there is no cost to the parent(s) and the school system provides transportation, unexcused absences~~
17 ~~from these programs shall be reported in the same manner.⁹~~

18 ~~The Board shall determine annually and include in the school calendar a plan for using three (3)~~
19 ~~abbreviated school days and the procedures for making up missed instructional days. In addition, the~~
20 ~~Board shall determine annually whether to use flexible scheduling for kindergarten students.~~

21 ~~Students participating in school sponsored activities whether on or off campus shall not be counted~~
22 ~~absent. In order to qualify as “school sponsored,” the activity must be school planned, school directed,~~
23 ~~and teacher supervised.⁶~~

24 **TRUANCY**

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

33 ~~A student who is absent five (5) days without adequate excuse shall be reported to the Director of~~
34 ~~Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's~~
35 ~~absence. If a parent/guardian does not provide documentation within adequate time excusing those~~

1 absences, or request an attendance hearing, then the Director of Schools shall implement the progressive
2 truancy intervention plan described below prior to referral to juvenile court.

3 *Progressive Truancy Intervention Plan*⁸

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

6 **Tier I**

7 Tier I of the progressive truancy intervention plan shall include the following:

- 8 1. A conference with the student and the student's parent(s)/guardian(s);
9
- 10 2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s),
11 and an Attendance Supervisor/designee. The contract shall include:
12
 - 13 a. A specific description of the school's attendance expectations for the student;
 - 14 b. The period for which the contract is effective; and
 - 15 c. Penalties for additional absences and alleged school offenses, including additional
16 disciplinary action and potential referral to juvenile court; and
17
- 18 3. Regularly scheduled follow-up meetings to discuss the student's progress.

19 **Tier II**

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

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

25 **Tier III**

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

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

30 **NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY**⁹

31 A principal/designee may excuse a student to participate in non-school sponsored extracurricular
32 activities. The principal shall document the approval in writing and shall excuse no more than ten (10)
33 absences each school year. No later than seven (7) business days prior to the student's absence, the
34 student shall provide documentation to the school as proof of the student's participation along with a

1 written request for the excused absence from the student's parent/guardian. The request shall include
2 the following:

- 3 1. Student's name and personal identification number;
- 4
- 5 2. Student's grade;
- 6
- 7 3. The dates of the student's absence;
- 8
- 9 4. The reason for the student's absence; and
- 10
- 11 5. The signatures of the student and parent/guardian.

12 **RELEASED TIME COURSE¹⁰**

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

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

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

21 Upon submission of the student's transcript from the entity that provided the released time course, the
22 student may be awarded one-half (1/2) unit of elective credit.

23 The Director of Schools shall develop procedures with secular criteria for determining whether credit
24 shall be awarded.

25 **MAKE-UP WORK**

26 Students will have an equal amount of time plus one day to make up work missed due to an excused
27 absence. (i.e. student is absent Monday, make-up work must be turned in Wednesday; student misses
28 Monday and Tuesday, make-up work must be turned in Friday). Make-up work for unexcused
29 absences will be handled on a case by case basis. Make-up work for absences (arranged at least one
30 week in advance) may be provided.

31 **STATE-MANDATED ASSESSMENT**

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

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

3 **CREDIT/PROMOTION DENIAL**

4 Credit/promotion denial determinations may include student attendance; however, student attendance
5 may not be the sole criterion.¹¹ If attendance is a factor prior to credit/promotion denial, the following
6 shall occur:

- 7 1. The student and the parent(s)/guardian(s) shall be advised if the student is in danger of
8 credit/promotion denial due to excessive absenteeism; and
9
- 10 2. Procedures in due process will be made available to the student when credit or promotion is
11 denied.

12 **DRIVER'S LICENSE REVOCATION²**

13 More than ten (10) consecutive or fifteen (15) reported unexcused absences by a student during any
14 semester renders a student ineligible to retain a driver's permit or license or to obtain such if of age.

15 In order to qualify for reclaiming a driver's permit or license, the student shall make a passing grade in
16 at least three (3) full unit subjects or their equivalency at the conclusion of a subsequent grading period.

17 **ATTENDANCE HEARING¹³**

18 **Students with excessive (more than five (5)) unexcused absences or those in danger of credit/promotion**
19 **denial shall have the opportunity to appeal to an attendance hearing committee appointed by the**
20 **principal. If the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided**
21 **written or actual notice of the appeal hearing and shall be given the opportunity to address the committee.**

22 The committee will conduct a hearing to determine if any extenuating circumstances exist to excuse an
23 absence(s) or to determine if the student has met attendance requirements that will allow him/her to pass
24 the course or be promoted. Upon notification of the attendance committee decision, the principal shall
25 send written notification to the Director of Schools/designee and the parent(s)/guardian(s) of the student
26 of any action taken regarding the excessive unexcused absences. The notification shall advise
27 parent(s)/guardian(s) of their right to appeal such action within two (2) school days to the Director of
28 Schools/designee.

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

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

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

Legal References

1. TRR/MS 0520-01-03-.08(1)(a); TCA 49-6-3006
2. TCA 49-6-3017(c)
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(1)(c)
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3021
8. TCA 49-6-3007; TCA 49-6-3009
9. TCA 49-6-3022
10. TCA 49-2-130; Public Acts of 2019, Chapter No. 272
11. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
12. TRR/MS 0520-01-02-.17

Cross References

School Calendar 1.800
Extracurricular Activities 4.300
Interscholastic Athletics 4.301
Field Trips/Excursions/Competitions 4.302
Reporting Student Progress 4.601
Promotion and Retention 4.603
Recognition of Religious Beliefs, Customs, & Holidays 4.803
Voluntary Pre-K Attendance 6.2011
Students in Foster Care 6.505
Students from Military Families 6.506
Student Records 6.600

Cleveland City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: <b style="color: red;">Bus Safety and Conduct	Descriptor Code: 6.308	Issued Date: 04/15/10
		Rescinds: 6.308	Issued: 10/08/07

In order to maintain conditions and atmosphere suitable for learning, no person shall enter onto a school bus except students assigned to that bus or parents of students or other persons with lawful and valid business on the bus.¹

The school bus is an extension of school activity; therefore, students shall conduct themselves on the bus in a manner consistent with the established standards for safety and classroom behavior.

Students are under the supervision and control of the bus driver and/or monitor while on his/her bus, and all reasonable directions given by him/her shall be followed. A driver may remove a student in the event that the driver finds it necessary for the safety of the other student passengers or the driver, provided that the driver secures the safety of the ejected student for the uncompleted trip. A driver shall report to school authorities as soon as possible, but no later than the end of the route, any student refusing to obey the driver or exiting the bus without the driver's permission at a point other than the student's destination for that trip.²

The principal of the student transported shall be informed by the bus driver of any serious discipline problem and may be called upon to assist if necessary. A student may be denied the privilege of riding the bus if the principal determines that his/her behavior is such as to cause disruption on the bus, or if he/she disobeys ~~state or local rules and regulations applicable policies and procedures~~ pertaining to student transportation.

~~The suspension of a student from riding the school bus shall follow the same procedures as for any other school suspension.~~

Any student who ~~gets off disembarks from~~ the bus at any point between the pick-up point and school must present the ~~bus driver principal of the school that the student attends~~ with a note of authorization from the parent/~~guardian or the principal of the school that the student attends.~~ The principal will authorize a pass for the student to be given to the bus driver if there is acceptable cause.

Any student wishing to ride a bus other than his/her designated bus must have written parental permission and the approval of the principal or his/her designee.

Students who transfer from bus to bus while enroute to and from school shall be expected to abide by the discipline policies adopted by the Board and ~~rules adopted by the staff of procedures maintained by~~ the ~~terminal~~ school system.

USE OF PHOTOGRAPHS AND VIDEO ~~CAMERAS FOOTAGE~~

Cameras or video cameras may be used to monitor student behavior on school vehicles transporting students to and from school or extracurricular activities.

Students in violation of bus conduct rules shall be subject to disciplinary action in accordance with established Board policy and regulations governing student conduct and discipline.

The district shall comply with all applicable state and federal laws related to **photographs and video footage recordings when such recordings are considered for retention as part of the student’s behavioral record as determined by the district and in accordance with the law.** These materials shall be maintained for seven (7) days. Parent(s)/guardian(s) may submit requests to view photographs and video footage to the Director of School/designee, and a time shall be arranged for viewing. The Director of Schools/designee shall be present when parent(s)/guardian(s) are provided the opportunity to review photographs and video footage.⁴

Video surveillance shall be used only to promote the order, safety and security of students, staff and property.

The Director of Schools ~~is directed to~~ shall develop procedures governing the use of **cameras and** video cameras in accordance with the provisions of ~~the state and federal~~ law and established Board policies.

Legal References

- ~~1. TCA 49-6-2008~~
- ~~2. P.C. 261 (2007)~~

Cross References

- ~~Student Transportation Management 3.400~~
- ~~Scheduling and Routing 3.401~~
- ~~Discipline Procedures 6.313~~
- ~~Suspension/Expulsion/Remand 6.316~~
- ~~Student Records 6.600-604~~

Legal References

- 3. TCA 49-6-2008
- 4. TCA 49-6-2118(d)
- 5. TCA 10-7-504; 20 USCA §1232g
- 6. Public Acts of 2019, Chapter No. 256

Cross References

- Student Transportation Management 3.400
- Scheduling and Routing 3.401
- Code of Conduct 6.300
- Suspension/Expulsion/Remand 6.316
- Student Records 6.600
- Annual Notification of Rights 6.601
- Inspection and Correction Procedure 6.602

Cleveland City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Students from Military Families	Descriptor Code: 6.506	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Director of Schools shall develop the necessary administrative procedures to ensure that students
3 with parent(s)/guardian(s) in the armed services are identified and that appropriate and available
4 services are provided for these students.¹

5 **RELOCATION OF MILITARY SERVICE MEMBER²**

6 A student who does not currently reside within the school district shall be allowed to enroll if he/she is
7 a dependent child of a service member who is being relocated to Tennessee on military orders. To be
8 eligible for enrollment, the student will need to provide documentation that he/she will be a resident of
9 the school district on relocation.

10 Within five (5) business days of enrollment, the parent(s)/guardian(s) of the student shall provide proof
11 of residency within the school district.

12 **ABSENCES**

13 Principals shall provide students with a one (1) day excused absence prior to the deployment of and a
14 one (1) day excused absence upon the return of a parent/guardian serving active military service.

15 Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a
16 parent/guardian during a deployment cycle. The student shall provide documentation to the school as
17 proof of his/her parent's/guardian's deployment. Students shall be permitted to make up school work
18 missed during these absences.³

Legal References

1. State Board of Education Policy 2.103
2. Public Acts of 2019, Chapter No. 138
3. TCA 49-6-3019

Cross References

- Attendance 6.200
School Admissions 6.203

Cleveland City Schools
Financial Report
July 2019

Balance on hand July 1, 2019	3,531,220.01
RECEIPTS	
City Clerk's Monthly Report	856,074.38
Contributions & Gifts #44570	0.00
Misc. Refund #44170	-70.00
Misc. Refund #44160	-346.09
Interest Earned	<u>10,843.73</u>
	<u>4,397,722.03</u>
DISBURSEMENTS	
Instruction	481,446.08
Special Education	36,966.30
Vocational Education	16,066.89
Attendance	17,855.01
Health Services	1,623.80
Other Student Support	54,390.06
Regular Instruction Support	88,989.06
Special Education Support	10,989.76
Vocational Education Support	10,189.27
Technology Support	83,701.08
Board of Education	308,059.38
Office of the Superintendent	70,697.26
Office of the Principal	159,585.15
Fiscal Services	61,761.53
Operation of Plant	371,836.78
Maintenance of Plant	133,621.12
Transportation	86,059.05
Food Service	6,026.84
Community Services	25,000.00
Early Childhood Education	76,871.00
Regular Capital Outlay	181,190.65
Education Debt Service	<u>0.00</u>
	2,282,926.07
Retirement paid	56,305.34
Retirement withheld not paid	-96,815.66
Insurance paid	239,916.90
Insurance withheld not paid	-120,393.56
Balance August 1, 2019	<u>2,035,782.94</u>
	<u>4,397,722.03</u>

Respectfully submitted,



Russell Dyer
Director of Schools

Personnel Items – August 2019

Appointments

Alcime, Nathalie – BB, Assistant, eff. 8/13/2019
Beaty, Keshana – BB, Assistant, eff. 8/13/2019
Bounds, Kim – Yates, Interventionist, eff. 8/5/2019
Bovee, Mallori – Stuart, CDC Nurse, eff. 8/14/2019
Connell, Kathleen – MA, Assistant, eff. 8/21/2019
Griffith, Sue – BB, PT Interventionist, eff. 8/13/2019
Jones, Jamelle – BB, PT Behavior Support Specialist, eff. 8/14/2019
Kyle, Kelli – CMS, Assistant, eff. 8/6/2019
LaMagna, Julie – Arnold, Assistant, eff. 8/5/2019
Lemon, Catherine – Arnold, PT Reading Int., eff 8/15/2019
Mee, Darnell – CHS, 1-on-1 Assistant, eff. 8/28/2019
Patton, Paula – BB, Interventionist, eff. 8/13/2019
Rankin, Allison – Arnold, Assistant, eff. 8/5/2019
Reed, Landon – CHS, Sp. Ed. Assistant, eff. 8/5/2019
Roberson, Christina – BB, Assistant, eff. 8/13/2019
Sanders, Fairel – CMS, Sp. Ed. Interventionist, eff. 8/1/2019
Worley, LeeAnn – Stuart, Cafeteria Monitor, eff. 8/9/2019

Resignations

Bovee, Mallori – Stuart, CDC Nurse, eff. 8-26-2019
McClanahan, Kelly – CHS, Head Swim Coach, eff. 8/7/2019
Neuendorf, Denise – Yates, Interventionist, eff. 8/5/2019
Roberts, Cherrie – Mayfield, Assistant, eff. 8/6/2019
Rodas, Madison – CMS, PT Interventionist, eff. 8/16/2019

Retirements

Transfers

D’Ornano, Yvette – BB to Mayfield, Interpreter, eff. 8/5/2019
Hutchins, Kelley – MA to CCC, Teacher, eff. 8/12/2019
Pickelsimer, Pamela – MA to MA, PT Asst. to Interventionist, eff. 8/13/2019
Martin, Brenda – AR to CCC, ESL, eff. 8/12/2019
McClellan, Megan – Yates to CMS, Teacher, eff. 8/12/2019
Melton, Leslie – Arnold, 2nd grade teacher to ESL, eff. 8/12/2019
Mullins, Andrew – CHS, Sp. Ed. Assist. To Teacher, eff. 8/9/2019
Sneed, Linda – MA to CMS, ESL, eff. 8/12/2019
Taylor, Glenda – Yates to BB, ESL, eff. 8/12/2019

Walker, Madlyn – Ross to CCC, Teacher, eff. 8/12/2019

Leaves of Absence

Johnson, Nikki – Stuart, Pre K Speech Teacher, eff. 7/30/2019

**Board of Education School Visits
2019-2020
Revised**

Date	School
Wednesday, August 21	Yates
Wednesday, September 18	Stuart
Thursday, October 24	E. L. Ross
Wednesday, November 20	Arnold
Wednesday, December 11	Mayfield
Wednesday, January 22	Candy's Creek Cherokee
Wednesday, February 19	Cleveland Middle
Wednesday, March 18	Cleveland High
Wednesday, April 8	Blythe-Bower
Wednesday, May 13	Opearations Department

School Highlights

For

Arnold Memorial Elementary School

School Event

Kindergarten Parent Breakfast

It is always an exciting to start school for the very first time. We welcome our kindergarteners to their first day of school by inviting their parents or family members to have breakfast with them. Our cafeteria was full of students anticipating their first day and their proud family members sat beside them. A special thanks goes out to Marsha Wallace for organizing the event and preparing breakfast for the families that participated.



Arnold Faculty
100% in the TN Teacher Survey

Thank you so much to all our faculty for participating in the TN Teacher Survey last year. Earlier this month we were presented with a \$2000 grant reward for our participation in the survey. If schools had 90% or better participation they were entered into a drawing for this money. We are so happy to have received this reward and are thinking about ways to celebrate!!!



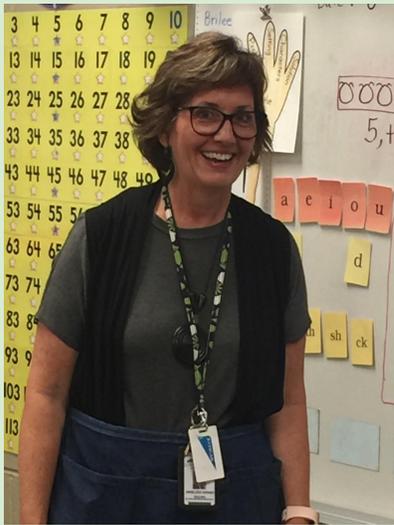
ELL Students

Celebration of WIDA Access Scores

Our students at Arnold work hard on a daily basis. In August we have the opportunity to celebrate this hard work with our ELL students. Several of these students tested into T1 status for the 2019-2020 school year. These students have worked hard (some over several years) to receive this recognition. Our ESL teachers, Mrs. Hallman and Mrs. Melton are pictured below celebrating with our students.



Blythe-Bower Elementary School Highlights



Angeleea Varner has been teaching school for 32 years. Most of this experience has been in first grade and kindergarten. She drives an hour to work at Blythe- Bower. She and her husband live in Lenoir City, where they pastor the Sixth Ave. Church of God. Mrs. Varner has two children and four grandchildren. She loves teaching kids to read.

W
E
L
C
O
M
E

N
E
W

C
E
R
T
I
F
I
E
D

K
-
2

T
E
A
C
H
E
R
S

Alex Clark was born and raised in Cleveland. She graduated from Tennessee Tech in 2015 with a degree in Multidisciplinary Studies. In 2016 she graduated from Lee University where she received her teaching license for grades K-6, and a Master's Degree in Curriculum and Instruction. She began her teaching career as a year long kindergarten interim teacher at Yates Primary for the 2016-17 school year. She has spent the last two years teaching kindergarten at Bess T Shepherd in Chattanooga. Alex is so excited to be back home in Cleveland in First Grade at Blythe Bower giving back to her home community.



Libby Sadler is a native of Cleveland. After graduating from CHS, she attended UTC and received a BS in Early Childhood Education/Special Education PreK-3. This is her 5th year of teaching. She taught Kindergarten for 2 years in Hamilton County and 3rd grade for 2 years in Memphis, TN.



Dorian Franklin is a native of Baton Rouge, LA. She is the mother of 2 wonderful teenage daughters. She graduated in December 2018, from Lee University with her M.A. in teaching. She served in an interim position at Blythe-Bower from February-May 2019 and is excited to start her first full year of teaching second grade!

Keri Ann was born and raised in south Louisiana. She studied two years at East Central Community College in Mississippi to receive her associates degree and later finished her bachelor degree in education at Lee University. Previously, Keri Ann worked as an interim teacher in a Kindergarten classroom; however, is excited to begin her first year as a full-time teacher in Second Grade at Blythe Bower Elementary this year!



Candy's Creek Cherokee Elementary School

Board Highlights September 2019



Our Thunderbird staff is off to a soaring start! Our staff comes from six different schools and has brought so many great ideas from each of those schools!

The CCCES PTO has been working since last spring to plan great events. Recently they hosted a Kindergarten parent breakfast, "More Cheers Than Tears"



CCCES students have enjoyed a great start to the 2019-2020 school year!



▶ **SPORTS UPDATE**

Fall sports are underway with cross country, football, girls' soccer, softball, tennis, dance, and cheer!

▶ **NEW TEACHER**

In This Issue: Meet our newest member of the school counseling team, Mrs. Lauren Lastoria, who will work with the 6th grade.

▶ **STUDENT SPOTLIGHT**

In This Issue: Luke Iosia is an 8th grade student-athlete. Learn more about him and his time at Cleveland Middle School.

cmsraiders.com

Twitter: @RaidersCMS

Facebook: fb.me/RaidersCMS



SEPTEMBER 2019

CLEVELAND MIDDLE SCHOOL

● **High 5 Week**

CMS Celebrates Another School-Wide "5" With A Special Week of Celebrations

● **Welcome Back!**

Students Are Welcomed Back to School With an Exciting Greeting



MEET: LUKE IOSIA

Luke Iosia is an 8th grader at Cleveland Middle School and has been here for all 3 years. Luke's favorite thing about CMS is the vast resources that are available--from incredible CTE classes to a library complete with Roman helmets and centurion armour.

Luke's favorite subject is social studies. He believes that history repeats itself, and he thinks it's imperative to learn from our past to better the future. His favorite 8th grade teacher is Mrs. Angie Wright (English Language Arts). Luke says that, "Mrs. Wright inspires me to do better even when I think I've given all I could. Her room is incredible with flexible



seating and pillows." Additionally, in 7th grade, Luke enjoyed Coach John Weiss' class (7 Silver - Science). According to Luke, Coach Weiss tried to keep learning fun and interesting. One of his favorite activities was making their own Periodic Table of Elements.

Out on the field and inside on the court, Luke is involved in several sports. He plays football, basketball, and soccer. His favorite aspect of athletics is coming together for one common goal. Luke understands the importance of learning this now because of its relevance later in the workforce.

In his free time, Luke enjoys to read because he loves learning new words that he can add to his extensive vocabulary. Other than that, Luke enjoys to shoot basketball when he gets a chance.

When he grows up, Luke has considered being a journalist, however, there is no definite plan at this point. However, he hopes that his eventual career will involve writing in some way.

HIGH 5 WEEK AT CMS!

Cleveland Middle School was pleased to earn a school-wide "5" for the second year in a row. This distinction was based on the Tennessee Value-Added Assessment System (TVAAS) growth calculation from the last TCAP administration. This highlights the quality teaching and learning going on in our classrooms from some of the best teachers in the state of Tennessee.

To celebrate everyone's hard work, Dr. Laing designated the week of August 26th "High 5 Week." The whole school celebrated this accomplishment with school-wide "high 5's" in the hall and reward days for students, teachers, and staff.

The celebrations included:

- Monday | Sweat Pants Day
- Tuesday | Hat Day (Pictured Upper Left)
- Wednesday | Movie in Last Class
- Thursday | Ice Pops at Lunch
- Friday | College Jersey Day

The faculty and staff were able to celebrate success with the students, and they were also able to come to work a little more comfortable thanks to "5 Jeans Days."

Amazing things are happening in the classrooms at Cleveland Middle School, and the school-wide "5" designation underscores the tremendous efforts of a whole community working together to ensure our students are successful in their future life and careers.



Welcome Back to School!

Cleveland Middle School rolled out the red carpet as students returned from their summer breaks this year! Students were greeted with enthusiastic teachers, exhilarating music, and oodles of balloons and confetti.

Though it's a lot of fun for the teachers and staff, the rationale behind the event runs a lot deeper than that-- it's about showing the students how excited we are for them to be back with us. It's about making the new kids feel welcome. It's about inspiring students to realize that they can be successful this year and that it's a new beginning.

The event is becoming a tradition at CMS, but it feels new and fresh each time. There's something special about watching students drudge up the front walkway fresh from summer break and then watching them transform and come alive as they enter the school building.



Please Welcome: Mrs. Lauren Lastoria

Mrs. Lauren Lastoria joins Cleveland Middle School as the new 6th grade school counselor. Lauren is an Asheville, North Carolina native and came to Cleveland 15 years ago to attend Lee University. While at Lee, Lauren met her husband Anthony, and the rest is history! The couple decided to settle in Cleveland and since then have both had the opportunity to continue their education, form successful careers, and have one daughter, their pride and joy, Chloe, who is 3 years old.



Mrs. Lastoria worked as an addictions counselor for 5 years after completing her bachelor's degree, but she realized her passion for working with children as she volunteered as a grief counselor at area summer camps. Mrs. Lastoria also had a wonderful mentor that helped encourage her to pursue her master's work in school counseling and in doing so fulfill her love for children in her career. She loves her job!

Mrs. Lastoria began her school counseling career in Catoosa County at Lakeview Middle School. She strongly feels her time at LMS helped develop her strengths, both professionally and in relationships with other educators and students. Mrs. Lastoria worked on multiple committees in Catoosa County, but some of her favorites have been the PBIS Initiative, Student Leadership Team Sponsor, and developing the first Christmas Angel Tree Program. She has always worked with 6th graders and the transition to middle school, and this has become very close to her heart.

Mrs. Lastoria is thrilled to finally be working within her community at Cleveland Middle School and is extremely thankful to have a position with the highly esteemed Cleveland City School system. Lauren looks forward to many more years working in education and with Cleveland City Schools!

School Highlights

For

Mayfield Elementary – September 2019

R.O.A.R.

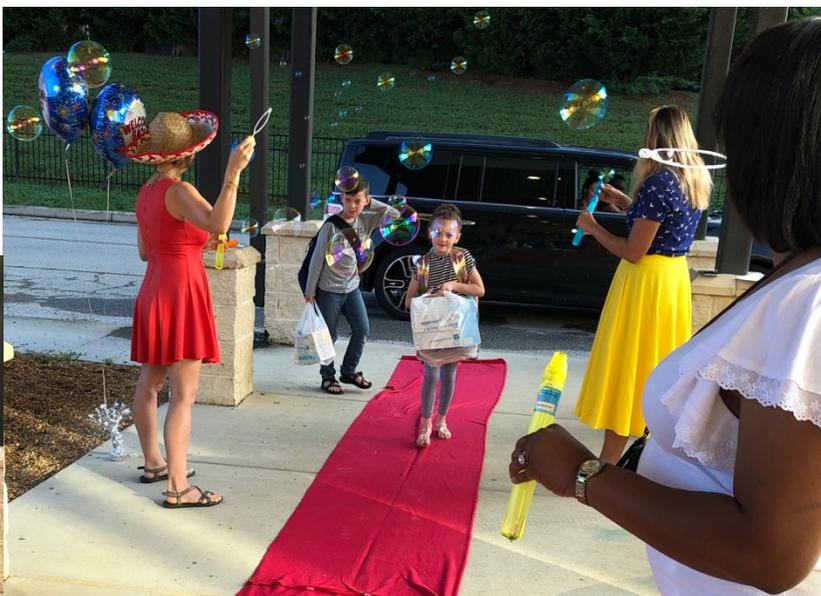
The “Roaring Twenties” was the theme for our opening in-service meetings on July 29. Teachers dressed the part as we had meaningful discussions around Relentless Ownership of Academics and Relationships.



Teachers enjoyed snacks and décor from the 1920s as we focused on the connection between relationships and academics as well as engaging restorative practices before other punitive measures when working with student behavior.

Welcome Back

Red carpet, bubbles, music, and smiles were the ingredients for a fun “Welcome Back” for our students as they arrived on the first day.



Students were excited and surprised. We’re excited about the opportunity to work with our 417 students this year!



Chef Erfmann

Congratulations to Mrs. Cindy Erfmann on earning a culinary arts certificate this summer. Mrs. Erfmann attended the Tennessee School Nutrition Academy where she received training in such areas as spice blending and kitchen safety to name a few. Ms. Cindy will have opportunities throughout the year to share this information with other cafeteria managers around the system.



Kindergarten Breakfast

Lots of hugs and a handful of tears and off they go to begin their public education experience.



We are excited to welcome our newest cohort of kindergartners to Mayfield Elementary. Thank you to Dr. Simpkins for hosting out Kindergarten Parent Breakfast.



E. L. Ross School Highlights

August 2019

Meet Our Staff!

Lead Learners



**Stephanie
Stone**

Principal



Zach Riggins

Assistant Principal

3rd Grade Teachers



Wenona
Patterson



Jenni Barnette



Gwen Turpin



Brian Lessig

4th Grade Teachers



Abigail Elrod



Donna Ratcliff



Melanie
Johnson



Megan Yates

5th Grade Teachers



Jodi Tillotson



Leslie Davis



Michelle
Morris



Jason Dasher

Specials Teachers



Rachel Stewart

Library/Media Specialist



Tonya Mullinax

Technology Teacher



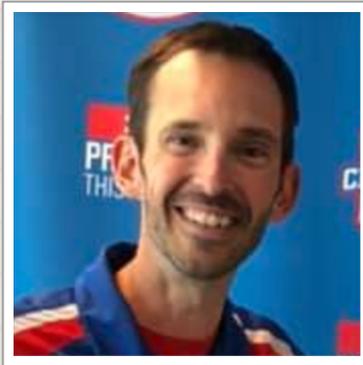
Jessica Simms

Art Teacher



Kaylee Vaught

Music Teacher



Eric Frazier

P. E. Teacher

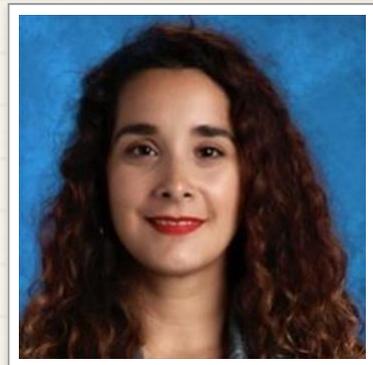
Special Services & ESL



Judy Bianucci



Allan DiSiena



Chris Alvarez



Melissa Morris



**Jennifer
Moghaddam**

Speech Pathologist



**Jacqueline
Brown**

ESL Teacher

Instructional Assistants



Karen Griffith



Summer Bayne



Donna Corum



Janet Harris



Ginger Miolen



Cindy Leary



A.C. English

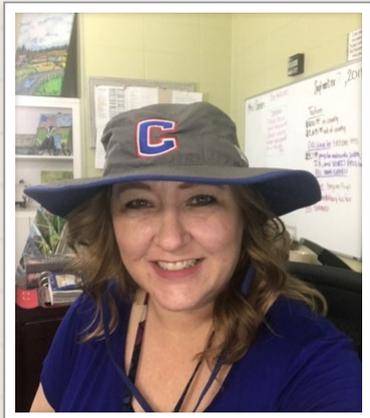


Paige Higdon



Trish Rand

Support Staff



Pam Geren

Administrative Assistant



Holly Stanley

Office Assistant



Alyssa Weeks

School Nurse



Cherish Reid

Instructional Facilitator



Adam Moss

RTI Coordinator



Luz Price

School Counselor



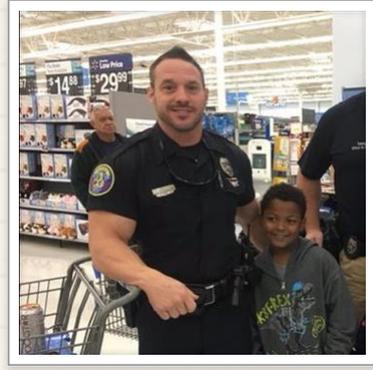
Joy Beacham

Title I Parent Coordinator



**Melissa
Freeman**

School Psychologist



**Officer
Tanksley**

SRO



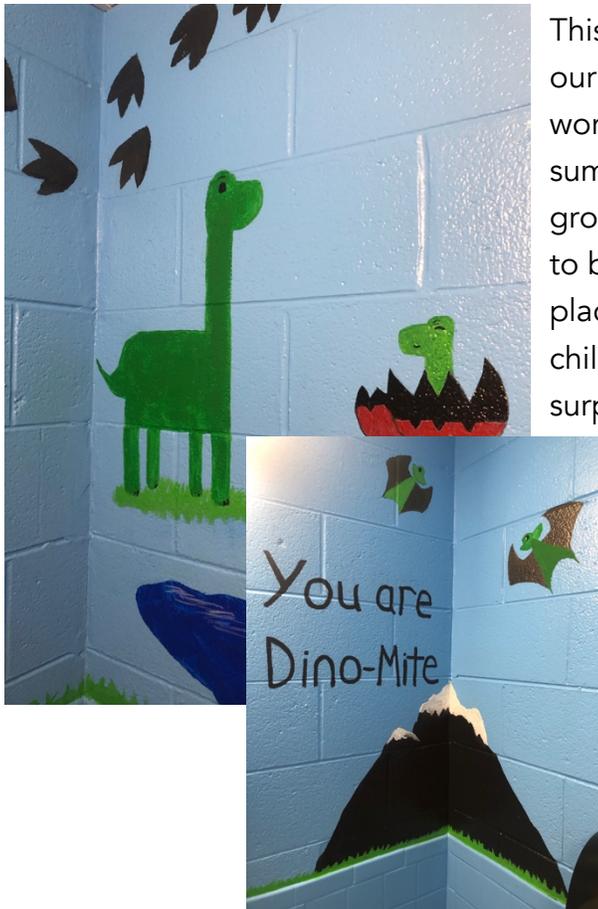


STUART ELEMENTARY

Love • Learn • Lead

Summer 2019
August Highlights

School



This past summer Robbie Jenkins, son of Rob Jenkins our 4th grade math teacher, approached us about working on his Eagle Scout Project at Stuart. Over the summer he coordinated with multiple volunteer groups and put in COUNTLESS hours with his family to breathe life and encouragement into a forgotten place of Stuart elementary... the restrooms. The children have arrived this school year to a pleasant surprise. Each space has a different theme and words of encouragement and inspiration.

Thank you to Robbie and his army of helpers for making such a large commitment to our building. (Attached are a few pictures.)

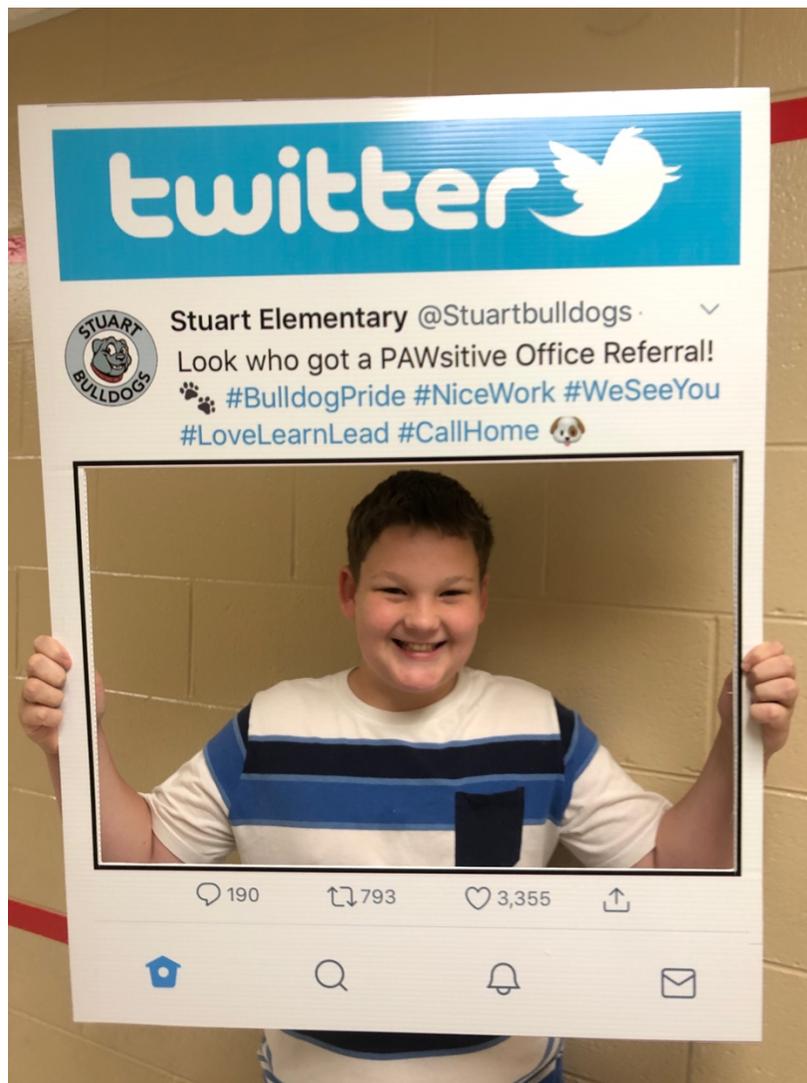




Be strong and COURAGEOUS;
DO NOT BE afraid.

Students

The school's theme for this year is "We See You." Teachers and staff are deliberately watching and recognizing students and colleagues for being amazing. Our school has begun a "PAWSitive Office Referral" system to shine a light on students who have "been caught" doing amazing things. Our first referral went out to William. He actually had two teachers make a recommendation on the same day! His parents/guardians were called, and he had his picture made and posted on the school's social media. Congrats, William!





September 2019

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
1	2 <i>Labor Day – No Classes</i>	3 5:30 – BOE Meeting @ AOB	4	5	6	7
8	9	10	11	12 6:00 – Community Mtg Strategic Planning @ BB	13	14
15	16	17 4:00 – TSBA Fall District Meeting @ Maryville	18 11:30 – Board Visit @ Stuart	19 6:00 – Community Mtg Strategic Planning @ CHS	20	21
22	23	24	25	26	27	28
29	30 1:00 – CCCES Dedication 4:30 – BOE Meeting @ AOB 6:00 – STEM Night @ CHS					



October 2019

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
		1	2	3	4	5
6	7 <i>Fall Break – No Classes</i>	8 <i>Fall Break – No Classes</i>	9 <i>Fall Break – No Classes</i>	10 <i>Fall Break – No Classes</i>	11 <i>Fall Break – No Classes</i>	12
13	14	15	16	17 4:30 – Staff Mtg on Strategic Planning @ CHS	18	19
20	21	22	23 11:30 – Board Visit @ Ross	24	25	26
27	28	29	30	31		



November 2019

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
					1 <i>Staff Development – No Classes</i>	2
3	4 5:30 – BOE Meeting @ AOB	5	6	7	8	9
10	11	12	13	14 TSBA Annual Conference	15 TSBA Annual Conference	16 TSBA Annual Conference
17	18	19	20 11:30 – Board Visit @ Arnold	21	22	23
24	25 <i>Parent Conferences – No Classes</i>	26 <i>Thanksgiving Break – No Classes</i>	27 <i>Thanksgiving Break – No Classes</i>	28 <i>Thanksgiving Break – No Classes</i>	29 <i>Thanksgiving Break – No Classes</i>	30