

**Board of Education Regular Meeting**

June 3, 2021 12:00 PM

Administrative Office Building, Board Room

Attendance Taken at 12:00 PM.

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

**1. Pledge of Allegiance**

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

**2. \*Consent Agenda**

Board members added the field trip forms to the consent agenda. Motion to approve the consent agenda Passed with a motion by Mr. Tom Cloud and a second by Mr. Charlie Cogdill.

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

2.A. \*Approval of Regular Agenda

2.B. \*Approval of Minutes from May 3 Board Meeting

2.C. \*Approval of Consolidated Plan

2.D. \*Approval of DHA Committee

2.E. \*Approval of School Nutrition New Bid and Bid Renewals

2.F. \*Approval of Blythe-Bower Position Request for 2021-2022 School Year

2.G. \*Approval of Field Trips

**3. Regular Agenda**

### 3.A. Director's Update

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

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

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

-We held meetings with Brian Templeton about the facilities and what the principals/directors needs would be for the facilities. What would a design look like if the Board chooses to go to the Denning Center. Thank you to Hal Taylor for the help on these projects.

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

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

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

### 3.B. Spotlight

-CMS Softball Team: State Champs

-Jansen Vassey: Saving Stuart Elementary

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

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

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

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

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

We are so thankful that our city supports our schools with the placement of SROs. Not only are they able to build strong positive relationships with our students, but they are also there to protect us. If asked, Jansen

would say he was just doing his job on May 14th. He doesn't like recognition, but we want him to know how blessed we are to have him as a part of our school family. We are grateful that Officer Jansen Vassey accepted the responsibility to care for our school, students, and staff.

Richelle Shelton

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

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

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

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

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

-Tom states this might be a pre-mature purchase. He doesn't think it is a sellable lot to anyone, and it's not a good purchase. He is worried about the lot being cut in half in the future. Motion to approve the purchase of Candy's Creek Commons Lot 10 with the added language "for the use and benefit of Cleveland City Schools..." Passed with a motion by Ms. Peggy Pesterfield and a second by Ms. Carolyn Ingram.

Mr. Tom	No
Cloud:	
Mr. Charlie	Yes
Cogdill:	
Ms. Carolyn	Yes
Ingram:	
Ms. Krista	Yes
McKay:	
Ms. Peggy	Yes
Pesterfield:	
Ms. Dawn	Yes
Robinson:	
Mr. Nate	Yes
Tucker:	
Yes: 6, No: 1	

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

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

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

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

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

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

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

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

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

Mr. Tom Cloud: Yes

Mr. Charlie Cogdill: Yes

Ms. Carolyn Ingram: Yes

Ms. Krista McKay: Yes

Ms. Peggy Pesterfield: Yes

Ms. Dawn Robinson: Yes

Mr. Nate Tucker: Yes

Yes: 7, No: 0

### 3.E. Strategic Plan Focus

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

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

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

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

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

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

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

### 3.F. Site Committee

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

-David Beckler states last Thursday they had a reception for Coach Scott. There were over 70 people in attendance. Mr. Beckler brought more letters from more gentlemen at the meeting. The Board thanks Mr. Beckler for caring enough about the legacy of Cleveland High School.

Dawn Robinson asked if there would be a plaque about Coach Scott so the people going through the field house would know who he is? Mr. Beckler has plans to create a plaque with information about Coach Scott.

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

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

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

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

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

4. **"B" Agenda**

Mrs. Robinson adjourned by general consent.

4.A. Financial Report

4.B. Personnel Report

4.C. School Highlights

4.D. Dates to Remember

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Chairperson

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Superintendent

## **Board of Education Regular Meeting**

May 3, 2021 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
Ms. Peggy Pesterfield:	Present
Ms. Dawn Robinson:	Present
Mr. Nate Tucker:	Present

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

Our student representative, Skyler Stone, led us in a moment of silence and then led us in the Pledge of Allegiance.

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

Motion to approve the consent agenda Passed with a motion by Ms. Peggy Pesterfield and a second by Mr. Tom Cloud.

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

Yes: 7, No: 0

2.A. \*Approval of Regular Agenda

2.B. \*Approval of Minutes from April 5, 2021 Board Meeting

2.C. \*Approval of Overnight Field Trips

2.D. \*Approval of Budget Amendment

2.E. \*Approval of New Esser Funded Positions

2.F. \*Approval of Sodexo Contract

### **3. Regular Agenda**

3.A. Director's Update

-National Teacher Appreciation Week May 3-7: THANK YOU!

-Cleveland High School and Cleveland Middle School - Capturing Kids Hearts National Showcase Schools

-Autumn O'Bryan: Named TN Association of Secondary School Principals East TN Principal of the Year

-Tasha Cox: Interim School Nutrition Supervisor (Gena Reed resigned)

-Job Postings: Check our Human Resources site often for posted job opportunities

-May 21 - Final day of the 2020-2021 School Year. This is a half day.

-May 24 - Summer Camps Begin

3.B. \*Tenure

Mr. Kiser recognizes the Tenure eligible teachers. Tenure Eligible Teachers May 2021, Level 4 or 5 score in the last 2 years of a 5-year probationary period. Lesley Avery, Cari Bosserdet, Jennifer Colbaugh, Chanin Giannasio, Whitney Harden, Erin Holland, Katie Jones, Cori Lawson, Hannah Medema, Derek Morris, Donna Ratcliff, Anna Spears, Leia Talley, and Megan VanBenschoten.

Dr. Dyer recommends they approve tenure for all the eligible teachers mentioned.

Motion to approve tenure for the listed teachers Passed with a motion by Ms. Carolyn Ingram and a second by Mr. Charlie Cogdill.

Mr. Tom Cloud: Yes

Mr. Charlie Cogdill: Yes

Ms. Carolyn Ingram: Yes

Ms. Krista McKay: Yes

Ms. Peggy Pesterfield: Yes

Ms. Dawn Robinson: Yes

Mr. Nate Tucker: Yes

Yes: 7, No: 0

3.C. Spotlight

-Archery Winner - Claire Krepps

-Boys and Girls Club Youth of the Year - Victoria Shafer

-Archery Winner- Sophomore Claire Krepps won the archery state championship and the nation. She got interested in archery in 7th grade by learning from her grandfather. Her next step is working on 3-D outdoor. She has received some college scholarships already. Claries parents were in attendance as well.

-Boys and Girls Club Youth of the Year - Freshman Victoria Shafer. Her mentor Jonathon Pierce is in attendance as well. She had to write a cover letter and 3 essays, and obtain a teacher recommendation. During the competition she had to do interviews.

3.D. Strategic Plan Focus: Student Information Report, Student Testing Update

Mr. Michael Kahrs spoke about an assessment update. The state has opted into the two testing windows. They have to make up some tests from the spring of 2020 to the spring of 2021. TCAP: Grade 2 (Opted in ) ELA and Math, Grades 3-5: ELA, Math, and Science, Grades 6-8: ELA, Math, Science, and Social Studies. EOC (End of Course): Algebra 1, Geometry, and Algebra 2, English 1 & 2, Biology 1, and US History. Testing Windows: TCAP: April 21st - May 7th, EOC: May 5th - May 14th. Schedules can be found at [www.clevelanschools.org/sis](http://www.clevelanschools.org/sis).

The tests are all paper this year with over 500 boxes arrived on a semi-truck.

We are administering over 15,000 tests. Every school is made up of a 4 person team: 1-Building Testing Coordinator, 2-Security and Operations, 3-Scheduling and Accommodations/Accessibility, and 4-Materials and Readiness. The results will come back via a new online parent portal by July 30th. Paper copies go out when students return to school in the fall.

-The Board asks who is grading these tests? Mr. Kahrs states Pearson will be grading them.

-The Board asks how many tests is the average student taking? Grade 2 is ELA and math, Grades 3-5 is a writing ELA and regular ELA, and Math and Science, and at the Middle School is writing, ELA and Math, Science and Social Studies.

High School it depends on what they are enrolled in. Kindergarten and First are not testing.

There are other assessments taking place: MSAA (ELA and Math) and TCAP-Alt (Science and Social Studies), Schoolnet Mock Interims (practice TCAP/EOC), preACT and ACT, WIDA (ESL), AP (Advanced Placement), and State Dual Credit.

-The Board asks if the Virtual School students test? Mr. Kahrs states they all have to test at the school in person.

### 3.E. \*COVID-19 Task Force Update

Dr. Elliott talks about the COVID-19 Task Force Update.

Summer Programs:

Elementary Raider Camp has 405 students enrolled. ELA/Math Intervention Classes: 40 certified teachers. STEAM/Physical Activity Teachers: 6 certified teachers. Special Education Teachers: 6 certified teachers. ESL Teachers: 3 certified teachers. Nurses: 3 certified nurses. Program Coordinators: 3 certified administrators. Support Staff: 45 non-certified staff.

Middle School: Four C's Summer Academic Camp. Citizenship, Community, College, Career) 119 students enrolled. ELA/Math Intervention Classes: 18 certified teachers. STEAM teachers: 3 certified teachers. Special Education Teachers: 4 certified teachers. ESL Teachers: 2 certified teachers. Nurses: 1 certified nurse. Program coordinators: 1 certified administrator. Support Staff: 8 non-certified staff.

High School: 150 Students. Credit recovery for the month of June and maybe July. We are working on staffing this now.

We have about 66 certified teachers, plus nurses, and paraprofessionals to make this team work this summer. The summer hours are 8-2 for the secondary level, and 8:35 - 3:15 for the elementary students.

-At the end of the 2020-2021 school year, May 21, 2021, Cleveland City Schools will end the daily staff and student temperature checks. CCS encourages families to continue to monitor high temperatures and fevers. If a student or staff member has a temperature of 100.4 or higher, he/she needs to remain at home.

-With ongoing updates from federal, state, and local health officials related to appropriate wearing of masks, CCS plans to transition from requiring wearing masks to encouragement of wearing masks.

- Starting immediately, for outdoor, school-sponsored events, the wearing of masks will be encouraged but no longer required. TSSAA already made this change and CCS followed this procedure for outdoor events.
- Beginning on May 24, 2021, CCS will no longer mandate the wearing of masks inside our schools and other facilities. These new indoor mask guidelines will begin with our summer learning camps and other summer programs.
- Masks must be worn on public modes of transportation, including school buses. Cleveland City Schools staff and students must follow the federal guidelines regarding the wearing of masks on school buses.

-Contact Tracing-CCS will discontinue the weekly data reports of identified COVID-19 cases and quarantined students on May 21, 2021. After May 21, 2021 a student/staff member who is diagnosed with COVID-19, school staff will communicate with the local health department, fellow classroom students and staff about the confirmed case. The details of contact tracing will be handled by the local health department beginning on Monday, May 24, 2021.

-Disinfecting-CCS will continue to provide extensive disinfecting services in its buildings and on its buses.

- The contracted cleaning service will disinfect classes daily.
- The Operations team will conduct a thorough disinfecting of each bus daily, too.

-School Start Times: CHS- 7:45-2:45 School doors open at 7:15, buses drop off students between 7:15-7:30. CMS-7:45-2:45, school doors open at 7:15, buses drop off students between 7:15-7:30. Elementary Schools- 8:15-3:15 school doors open at 7:45, buses drop off students around 8:05.

-The board asks if we have looked into changing our afternoon hours? Dr. Dyer states the system he was once at went from 9-4. There are studies that show students are on campus early even if they don't start the school day until 9:00 am because they choose to participate in sports practice/band/choir practices.

-Students who have applied to enroll in the Virtual School Of Cleveland: Elementary-12, Middle-14, High - 24. The extended deadline to apply is the end of the day May 10, 2021. We are required to apply for a new school number to have the Virtual School of Cleveland as a separate school. This school will be K-12 with no more than 250 students. When we do apply we have to apply by June 1, Instructional resources will match adopted curriculum used in traditional setting, technology devices will be deployed to CCS virtual students, offer 58 courses, 6.5 hours per day of instruction with teacher contact each day, attendance will be checked daily and the school will follow state truancy policies, application to enroll will continue until May 10, 2021. Licensed, certified teachers and evaluations will take place like any other school, graduation will be held at a separate time than CHS and students will be a graduate of VSC instead of CHS.

Dr. Dyer recommends approving the updated COVID guidelines that were put out here tonight including the start times and VSC license approval.

Motion to approve the updated COVID guidelines that we spoke about tonight including the start times and the VSC applying for a school number Passed with a motion by Mr. Charlie Cogdill and a second by Ms. Peggy Pesterfield.

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

### 3.F. Student Representative's Update

-Skyler Stone says she wants to brag on her senior class. Many of her classmates have been committing to their post secondary plans.

The Graduates of Distinction ceremony was last week when 30 students honored 30 teachers. There have been a lot of banquets going on at the end of the year: CTE banquet, sports banquets, etc. Prom was a fun time overall for the students. We have 10 TVAC students graduating with their associates degree as well as their high school diploma. There are a lot of testing going on,

specifically the AP testing. At the science Olympiad state tournament, Forensics got 4th in the state out of 26 schools who qualified. Rishi Soni was invited to an international conference as well as a national conference for his science project. We had 4 records broken at a recent track meet, we had 3 records broken at a recent swim meet. SGA president and vice president elections are coming up.

Skyler wants to thank the board for allowing her to be on the board this school year. Dr. Dyer presents Skyler with a certificate, check and medal in appreciation.

### 3.G. \*Site Committee

-Permission to change the entrance to The Jones Center

-Mr. Cogdill announces Joey Knox is here to present a change they would like to make to the Jones Center.

-Joey Knox is here to discuss permission to change the entrance to the Jones Center. The Jones Center is a top-notch wrestling program. The current building is 21 years old and needs improvements yearly. We are proud of the accomplishments our wrestlers have had. We would like to make improvements to our trophy room. These renderings you are looking at are pictures of our past wrestlers and stats from years past. They would like to put a TV on the wall, so they can show past wrestling matches. They will need \$8,000 to finish this project, and they have \$6,000 raised so far with some labor donated. The structure of the building will not change. They will start this work as soon as it is approved.

Mr. Cogdill made the motion to approve changes to the Jones Center trophy room.

-Mr. Brian Templeton states they have concluded the initial evaluation about the Denning Center. The building is in sound condition and is in the condition you would expect it to be. In today's current economy to replace this building is 9-10 million dollars. A refurbished look that is a sound building would be half that price. There is a lot of potential for this space. The next step would be to meet with the staff and decide what the needs are for this building.

Dr. Dyer recommends that Brian's team move forward in their study and bring back their findings and draft a plan.

Motion to approve changes to the Jones Center trophy room Passed with a motion by Mr. Charlie Cogdill and a second by Mr. Nate Tucker.

Mr. Tom Cloud: Yes

Mr. Charlie Cogdill: Yes

Ms. Carolyn Ingram: Yes

Ms. Krista McKay: Yes

Ms. Peggy Pesterfield: Yes

Ms. Dawn Robinson: Yes

Mr. Nate Tucker: Yes

Yes: 7, No: 0

## 4. "B" Agenda

Mrs. Robinson says they have decided to move the June meeting to June 3rd at noon at the AOB. The board then discusses their plans for graduation and how the night will go, as well as all the senior events coming up.

4.A. Financial Report

4.B. Personnel Report

4.C. School Highlights

4.D. Dates to Remember

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
DATE

FY22 Consolidated Application Approval for IDEA/ESEA  
School Year 2021-22

LEA # 00061 LEA Name (Legal Name of Agency): Cleveland City Schools

LEA # <u>00061</u>	LEA Name (Legal Name of Agency): <u>Cleveland City Schools</u>
LEA Legal Making Address	
Street Address: <u>4300 Mouse Creek Rd.</u>	
City <u>Cleveland</u>	State <u>TN</u> Zip <u>37312</u>

Consolidated Project begins July 1, 2021 and ends June 30, 2022.

The facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are true and correct to the best of my knowledge.

The Board of Education has reviewed and approved this project year application for filing.

This action is recorded in the official minutes of the Agency's Board meeting held on the date entered below:

June 3, 2021

Board Meeting Date

\_\_\_\_\_  
Director of Schools (Signature)

\_\_\_\_\_  
Board of Education Official (Signature)

\_\_\_\_\_  
Director of Schools (Print Name)

\_\_\_\_\_  
Board of Education Official (Print Name)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Budget Overview

**Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - Title I, Part A**

Indirect Cost	
Total Contributing to Indirect Cost	\$1,365,161.53
Indirect Cost Rate	2.03%
Maximum Allowed for Indirect Cost	\$27,161.40

Filter by Location: All - \$1,423,617.32 ▼

Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72710 - Transportation	Total
<b>Line Item Number</b>					
116 - Teachers	62,863.00				62,863.00
123 - Guidance Personnel		10,000.00			10,000.00
161 - Secretary(s)		4,800.00	0.00		4,800.00
162 - Clerical Personnel	0.00	10,125.00	0.00	0.00	10,125.00
163 - Educational Assistants	98,865.50		0.00		98,865.50

Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72710 - Transportation	Total
Line Item Number					
189 - Other Salaries & Wages	117,065.26	639,626.33	0.00	0.00	756,691.59
195 - Certified Substitute Teachers	24,100.00		0.00		24,100.00
198 - Non-certified Substitute Teachers	340.00		0.00		340.00
201 - Social Security	18,800.49	41,202.18	0.00	0.00	60,002.67
204 - State Retirement	25,777.48	60,969.37	0.00	0.00	86,746.85
206 - Life Insurance	396.00	648.00	0.00	0.00	1,044.00
207 - Medical Insurance	42,466.10	58,910.40	0.00	0.00	101,376.50
212 - Employer Medicare	4,396.89	9,636.00	0.00	0.00	14,032.89
336 - Maintenance & Repair Services - Equipment	8,000.00	0.00	0.00		8,000.00
429 - Instructional Supplies & Materials	73,477.28				73,477.28
499 - Other Supplies and Materials	0.00	28,018.04	0.00	0.00	28,018.04

Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72710 - Transportation	Total
Line Item Number					
524 - In-Service / Staff Development		0.00	16,000.00	0.00	16,000.00
599 - Other Charges	2,500.00	0.00	0.00	6,178.21	8,678.21
722 - Regular Instruction Equipment	58,455.79				58,455.79
<b>Total</b>	537,503.79	863,935.32	16,000.00	6,178.21	1,423,617.32
			<b>Adjusted Allocation</b>	<b>Adjusted Allocation</b>	<b>Adjusted Allocation</b>
				<b>Remaining</b>	<b>Remaining</b>
					0.00

Budget Overview

Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - Title I-A Neglected

Indirect Cost	
Total Contributing to Indirect Cost	\$24,612.00
Indirect Cost Rate	2.03%
Maximum Allowed for Indirect Cost	\$489.68

Filter by Location: All - \$24,612.00 ▼

Line Item Number	Account Number	71100 - Regular Instruction Program	72210 - Support Services/Regular Instruction Program	Total
163 - Educational Assistants		12,975.00	0.00	12,975.00
201 - Social Security		804.45	0.00	804.45
204 - State Retirement		2,229.11	0.00	2,229.11
212 - Employer Medicare		188.14	0.00	188.14
429 - Instructional Supplies & Materials		6,415.30		6,415.30
524 - In-Service / Staff Development			2,000.00	2,000.00

Account Number	71100 - Regular Instruction Program	72210 - Support Services/Regular Instruction Program	Total
Line Item Number			
<b>Total</b>	22,612.00	2,000.00	24,612.00
	<b>Adjusted Allocation</b>		
	<b>Remaining</b>		
	0.00		

Budget Overview

Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - Title I-C

Indirect Cost	
Total Contributing to Indirect Cost	\$0.00
Indirect Cost Rate	2.03%
Maximum Allowed for Indirect Cost	\$0.00

Filter by Location: All - \$0.00

Line Item Number	Account Number	Total
<b>Total</b>		0.00
	<b>Adjusted Allocation</b>	6,747.75
	<b>Remaining</b>	6,747.75

Budget Overview

Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - Title I-D LEA

Indirect Cost	
Total Contributing to Indirect Cost	\$24,164.22
Indirect Cost Rate	2.03%
Maximum Allowed for Indirect Cost	\$480.77

Filter by Location: All - \$24,164.22 ▼

Line Item Number	Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	Total
189 - Other Salaries & Wages		0.00	20,000.00	20,000.00
201 - Social Security		0.00	1,240.00	1,240.00
204 - State Retirement		0.00	2,060.00	2,060.00
212 - Employer Medicare		0.00	290.00	290.00
429 - Instructional Supplies & Materials		574.22		574.22
<b>Total</b>		<b>574.22</b>	<b>23,590.00</b>	<b>24,164.22</b>

Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	Total
Line Item Number			
		Adjusted Allocation	24,164.22
		Remaining	0.00

Budget Overview

Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - Title II-A

Indirect Cost	
Total Contributing to Indirect Cost	\$167,481.99
Indirect Cost Rate	2.03%
Maximum Allowed for Indirect Cost	\$3,330.25

Filter by Location: All - \$167,481.99 ▼

Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	Total
<b>Line Item Number</b>				
189 - Other Salaries & Wages	9,000.00	0.00	0.00	9,000.00
195 - Certified Substitute Teachers	0.00		15,000.00	15,000.00
201 - Social Security	558.00	0.00	930.00	1,488.00
204 - State Retirement	924.30	0.00	0.00	924.30
212 - Employer Medicare	130.50	0.00	217.50	348.00

Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	Total
Line Item Number				
308 - Consultants			21,721.70	21,721.70
524 - In-Service / Staff Development		40,000.00	78,999.99	118,999.99
<b>Total</b>	10,612.80	40,000.00	116,869.19	167,481.99
			<b>Adjusted Allocation</b>	167,381.99
			<b>Remaining</b>	-100.00

Budget Overview

Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - Title III

Indirect Cost	
Total Contributing to Indirect Cost	\$79,694.31
Indirect Cost Rate	2.03%
Maximum Allowed for Indirect Cost	\$1,585.60

Filter by Location: All - \$84,694.31 ▼

Line Item Number	Account Number	71100 - Regular Instruction Program	72210 - Support Services/Regular Instruction Program	Total
163 - Educational Assistants		18,000.00	0.00	18,000.00
169 - Part-time Personnel		20,000.00	0.00	20,000.00
189 - Other Salaries & Wages		4,903.64	0.00	4,903.64
195 - Certified Substitute Teachers		2,500.00	0.00	2,500.00
201 - Social Security		3,435.40	0.00	3,435.40
204 - State Retirement		1,530.27	0.00	1,530.27

Account Number	71100 - Regular Instruction Program	72210 - Support Services/Regular Instruction Program	Total
Line Item Number			
212 - Employer Medicare	825.00	0.00	825.00
429 - Instructional Supplies & Materials	18,500.00		18,500.00
524 - In-Service / Staff Development		10,000.00	10,000.00
722 - Regular Instruction Equipment	5,000.00		5,000.00
<b>Total</b>	<b>74,694.31</b>	<b>10,000.00</b>	<b>84,694.31</b>
		<b>Adjusted Allocation</b>	<b>84,694.31</b>
		<b>Remaining</b>	<b>0.00</b>

Budget Overview

Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - Title IV

Indirect Cost	
Total Contributing to Indirect Cost	\$76,257.00
Indirect Cost Rate	2.03%
Maximum Allowed for Indirect Cost	\$1,517.21

Filter by Location: All - \$76,257.00 ▼

Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	Total
<b>Line Item Number</b>				
189 - Other Salaries & Wages	26,000.00	20,000.00	0.00	46,000.00
201 - Social Security	1,612.00	1,240.00	0.00	2,852.00
204 - State Retirement	2,678.00	2,060.00	0.00	4,738.00
212 - Employer Medicare	377.00	290.00	0.00	667.00
399 - Other Contracted Services	0.00	0.00	10,000.00	10,000.00

Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	Total
<b>Line Item Number</b>				
429 - Instructional Supplies & Materials	1,003.02			1,003.02
524 - In-Service / Staff Development		0.00	10,996.98	10,996.98
<b>Total</b>	31,670.02	23,590.00	20,996.98	76,257.00
			<b>Adjusted Allocation</b>	76,257.00
			<b>Remaining</b>	0.00

Budget Overview

Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - IDEA, Part B

Indirect Cost	
Total Contributing to Indirect Cost	\$1,222,551.10
Indirect Cost Rate	2.03%
Maximum Allowed for Indirect Cost	\$24,324.00

Filter by Location: All - \$1,231,953.00 ▼

Account Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	99100 - Transfers Out	Total
124 - Psychological Personnel		63,422.00		63,422.00
163 - Educational Assistants	474,089.00			474,089.00
189 - Other Salaries & Wages	15,000.00	193,315.00		208,315.00
201 - Social Security	29,393.52	15,360.00		44,753.52
204 - State Retirement	81,448.49	27,881.00		109,329.49

Account Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	99100 - Transfers Out	Total
Line Item Number				
206 - Life Insurance	1,980.00	288.00		2,268.00
207 - Medical Insurance	150,793.80	44,482.00		195,275.80
212 - Employer Medicare	6,874.29	3,724.00		10,598.29
312 - Contracts with Private Agencies	25,000.00	50,000.00		75,000.00
355 - Travel		500.00		500.00
429 - Instructional Supplies & Materials	12,000.00			12,000.00
499 - Other Supplies and Materials	12,000.00	15,000.00		27,000.00
590 - Transfers Out			1,814.39	1,814.39
725 - Special Education Equipment	2,277.97			2,277.97
790 - Other Equipment		5,309.54		5,309.54
<b>Total</b>	<b>810,857.07</b>	<b>419,281.54</b>	<b>1,814.39</b>	<b>1,231,953.00</b>
			<b>Adjusted Allocation</b>	<b>1,231,953.00</b>
			<b>Remaining</b>	<b>0.00</b>

Budget Overview

**Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - IDEA Preschool**

Indirect Cost	
Total Contributing to Indirect Cost	\$61,986.00
Indirect Cost Rate	2.03%
Maximum Allowed for Indirect Cost	\$1,233.28

Filter by Location: All - \$64,986.00 ▼

Line Item Number	Account Number	71200 - Special Education Program	Total
163 - Educational Assistants		27,681.50	27,681.50
171 - Speech Pathologist		6,247.00	6,247.00
201 - Social Security		1,716.25	1,716.25
204 - State Retirement		4,755.68	4,755.68
206 - Life Insurance		108.00	108.00
207 - Medical Insurance		9,832.20	9,832.20
212 - Employer Medicare		401.38	401.38

Account Number	71200 - Special Education Program	Total
Line Item Number		
312 - Contracts with Private Agencies	3,858.61	3,858.61
429 - Instructional Supplies & Materials	5,000.00	5,000.00
499 - Other Supplies and Materials	2,385.38	2,385.38
725 - Special Education Equipment	3,000.00	3,000.00
<b>Total</b>	64,986.00	64,986.00
	<b>Adjusted Allocation</b>	64,986.00
	<b>Remaining</b>	0.00

ESEA Assurances

**Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - Assurances**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

**Applies to All ESEA Programs Included in this Application**

\* **The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA follows all regulations applicable for ESEA, including those outlined below.**

1.	Use fiscal control and fund accounting procedures that ensure proper disbursement of and accounting for federal funds paid to that agency under each program. Reference CMIA 7211R rule
2.	Keep such records, and provide such information to the State, as may be reasonably required for fiscal audit, data reporting, and program evaluation.
3.	Ensure all salaries are paid from project funds according to LEA rates. State/CONUS travel rates are to be used for project travel expenses. Adequate travel logs, as well as other necessary information, must be maintained to support expenditures.
4.	Charge amounts for personnel services that are based on payrolls documented and approved in accordance with the generally accepted practice of the LEA. Payrolls must be supported by time and attendance or equivalent records for individual employees. Salaries and wages of employees chargeable to more than one grant program or cost objective, if applicable, must be supported by appropriate time distribution records.
5.	Use these funds to supplement, and not supplant, the funds that would be made available in the absence of such federal funds, from non-federal sources and not supplant such funds.

6.	Maintain control of program funds and adhere to allowability procedures for goods and services acquired with federal funds. The LEA shall retain all titles to property acquired with those funds, including equipment placed in private schools pursuant to Section 8501.
7.	Recognize that state approval of an application does not relieve the LEA of its responsibility to comply with all applicable program and fiscal requirements.
8.	Comply with Title VI of the Civil Rights Act of 1964. The Office for Civil Rights enforces several federal civil rights laws that prohibit discrimination in programs or activities that receive federal financial assistance from the Department of Education. Discrimination on the basis of race, color, and national origin is prohibited by Title VI of the Civil Rights Act of 1964; sex discrimination is prohibited by Title IX of the Education Amendments of 1972; discrimination on the basis of disability is prohibited by Section 504 of the Rehabilitation Act of 1973; and age discrimination is prohibited by the Age Discrimination Act of 1975. These civil rights laws enforced by OCR extend to all state education agencies, elementary and secondary school systems, colleges and universities, vocational schools, proprietary schools, state vocational rehabilitation agencies, libraries, and museums that receive U.S. Department of Education funds. Areas covered may include, but are not limited to: admissions, recruitment, financial aid, academic programs, student treatment and services, counseling and guidance, discipline, classroom assignment, grading, vocational education, recreation, physical education, athletics, housing, and employment. OCR also has responsibilities under Title II of the Americans with Disabilities Act of 1990, including prohibiting disability discrimination by public entities, whether or not they receive federal financial assistance.
9.	Comply with Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. ( <a href="http://www.eeoc.gov/laws/statutes/titlevii.cfm">http://www.eeoc.gov/laws/statutes/titlevii.cfm</a> )
10.	Maintain fiscal effort in accordance with section 8521.
11.	Comply with section 8501 regarding participation by private school children and teachers.
12.	Educational Rights and Privacy for Parents and Students  The Board of Education will comply with all the privacy protections afforded parents and students under section 444 of the General Education Provisions Act (20 U.S.C. 1232g), as added by the Family Educational Rights and Privacy Act of 1974 (section 513 of Public Law 93-380; 88 Stat. 571).

13. Termination of Employment and Unpaid Leave. Upon termination, any leave balance paid to a federally funded employee above the amount of leave earned in the current grant year shall NOT be paid from federal funds as detailed in 2 CFR 200.431 (b)(3).

14. Certification Regarding Constitutionally Protected Prayer in Public Elementary and Secondary Schools. In order to receive funds under the ESEA as amended by the ESSA, an LEA must certify in writing to the state that no policy of the LEA prevents or otherwise denies participation in constitutionally protected prayer in public elementary and secondary schools as set forth in Section 8524. Certification must be provided to the state by October 1 of each year during which the LEA participates in an ESEA program.

15. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. As required by the Department of Education regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, 2 CFR Part 180, the LEA must meet the threshold and tier requirements stated at Section 85.110.

**Instructions for Certification**

1. By acknowledging these assurances, the LEA is providing the certification set out below.

2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

3. The LEA agrees by submitting this proposal that it will exclude a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

4. The LEA further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

5. The LEA in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the LEA knows the certification is erroneous. Each participant may, but is not required to, check the Nonprocurement List.

6. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. The certification in this clause is a material representation of fact by the LEA upon which reliance was placed when this transaction was entered into. If it is later determined that the LEA knowingly rendered an erroneous certification, or if an LEA in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### **Certification**

The LEA certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **Equity for Students, Teachers, and Other Program Beneficiaries**

Section 427 of the General Education Provision Act requires LEAs to describe in their applications the steps they propose to take in order to ensure access to education and promote educational excellence by:

- "(1) ensuring equal opportunities to participate for all eligible students, teachers, and other program beneficiaries in any project or activity carried out under an applicable program; and
- (2) promoting the ability of such students, teachers, and beneficiaries to meet high standards."

Therefore, the LEA will ensure equitable participation in all local-level programs by students, teachers, and other beneficiaries with special needs through the following activities:

1. ensuring that all training for teachers and others who will conduct parental involvement activities is accessible to all participants and includes strategies for increasing access to the school and its activities for all parents regardless of disability or language spoken.
2. including accessibility guidelines as part of the criteria for effective professional development activities provided throughout the LEA as well as by federal programs.
3. using the LEA computer network to disseminate information to all constituents.
4. providing technical assistance through on-site visits to verify that equitable practices are being followed by schools.
5. including written statements in communications that advertise LEA-level activities to ensure that all necessary accommodations are made for equitable participation by constituents.
6. maintaining special task forces to formulate policy for coordination of programs to ensure equitable access of all student populations, including disadvantaged students, students with disabilities, students with emerging English skills, migrant students, homeless, neglected, or delinquent students, and others.
7. implementing other activities as appropriate.

IDEA Assurances

**Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - Assurances**

The applicant hereby certifies to the Commissioner of Education that the representation made in this application properly reflects the projected pupils, personnel, and expenditures to be incurred in the operation of the special education program for pupils with disabilities conducted within the LEA, that the expenditures for services and goods will be made exclusively for the benefit of pupils which meet the eligibility criteria established by the U.S. Department of Education, and that personnel assignments and other documentation of expenses will be readily available for audit. All records necessary to ensure the correctness of the information provided by the agency will be kept five years beyond the final reporting date and access to such records will be provided to the SEA.

\* **The local education agency (LEA) hereby assures the state education agency (SEA) that the LEA meets each of the following conditions:**

1.	Special Education and Related Services will be provided in compliance with established Federal and State Rules, Regulations, & Minimum Standards.
2.	The LEA, in providing for the education of children with disabilities within its jurisdiction, has in effect policies, procedures, and programs that are consistent with the State policies and procedures established under §612.
a.	A free appropriate public education (FAPE) is available to all children with disabilities, as defined under §602(3) who have a current individualized education program (IEP), residing in the state between the ages of 3 through 21, inclusive, including children with disabilities who have been suspended or expelled from school. 612(a) (1)
b.	The LEA has established a goal of providing full educational opportunity to all children with disabilities and a detailed timetable for accomplishing that goal. 612(a) (2)

	<p>c. All children with disabilities residing in the LEA, including those who are experiencing homelessness, in foster care, or attending private schools within the LEA's jurisdiction, regardless of the severity of their disabilities, and in need of special education and related services, are identified, located, and evaluated, and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services. 612(a) (3)</p>
	<p>d. An individualized education program (IEP), or an individualized family service plan (IFSP), that meets the requirements of section 636(d), is developed, reviewed and revised for each child with a disability in accordance with section 614(d). 612(a) (4)</p>
	<p>e. To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. 612(a) (5) (A)</p>
	<p>f. Children with disabilities and their parents are afforded the procedural safeguards required by §615. 612(a) (6)</p>
	<p>g. Children with disabilities are evaluated in accordance with subsections (a) through (c) of § 614. 612(a) (7)</p>
	<p>h. LEAs will comply with §617(c) relating to the confidentiality of records and information. 612(a) (8)</p>
	<p>i. Children participating in early intervention programs assisted under Part C and who will participate in preschool programs will experience a smooth and effective transition consistent with §637(a) (9). LEAs will participate in transition planning conferences arranged by the Lead Agency under §635(a) (10) and an IEP or, if consistent with sections 614(d) (2) (B) and 636(d), and IFSP will be developed and implemented by the third birthday. 612(a) (9)</p>
	<p>j. Ensure that all requirements under §612(a) (10) regarding children in private schools are being carried out in a manner consistent with the statute.</p>
	<p>k. Ensure that all requirements under T.C.A. §49-10-107, regarding Contracts for Special Education Services are being carried out in a manner consistent with the statute.</p>

1.	The LEA shall ensure that all personnel necessary to carry out this part are appropriately and adequately prepared, subject to the requirements of Sec. 9214 (d)(2) of the Elementary and Secondary Education Act of 1965 as amended by the Every Student Succeeds Act.
m.	This LEA will either choose to coordinate with the National Instructional Materials Access Center when purchasing print instructional materials in accordance with section 612(a)(23) or will provide instructional materials to blind persons or other persons with print disabilities in a timely manner. 613(a)(6)
n.	The LEA ensures that timely and meaningful consultation has occurred with private schools and the parents of home-schooled special education students.
3.	The LEA shall provide the SEA with information necessary to enable the SEA to carry out its duties under this part, including, with respect to Sections 612(a) (15) and 612 (a) (16), information relating to the performance of children with disabilities participating in programs carried out under this part. 613(a) (7)
4.	The LEA shall make available to parents of children with disabilities and to the general public all documents relating to the eligibility of such agency under this part. 613(a)
5.	The LEA shall cooperate under section 1308 of the Elementary and Secondary Education Act of 1965 to ensure the linkage of records pertaining to migratory children with disabilities for the purpose of electronically exchanging, among the States, health and educational information regarding such children.
6.	Subject to section 613(b) (3), the LEA application submitted to the SEA shall remain in effect until the LEA submits to the SEA such modifications as the LEA determines necessary. 613(b) (2)
7.	Ensure that all requirements under §613(a) (5) regarding treatment of Charter Schools and their students are being carried out in a manner consistent with the statute.
8.	Children with disabilities served with IDEA funds shall be counted in the same manner as children without disabilities to supplement the academic program funds earned and paid from the Basic Education Program.
9.	Funds provided under IDEA will be used to pay the excess cost of providing special education and related services to children with disabilities; shall be used to supplement the State, Local and other Federal funds and not to supplant such funds; and shall not be used, except as provided in §613(a) (2) (B)-(C) to reduce the level of expenditures. §613(a) (2) (A) and 0520-01-09-.09(2)(f)

10.	<p>Sec. 300.502 (a) (1) The parents of a child with a disability have the right under this part to obtain an independent educational evaluation of the child, subject to paragraphs (b) through (e) of this section.</p> <p>(2) Each public agency must provide to parents, upon request for an independent educational evaluation, information about where an independent educational evaluation may be obtained, and the agency criteria applicable for independent educational evaluations as set forth in paragraph (e) of this section.</p> <p>(3) For the purposes of this subpart-</p> <p>(i) Independent educational evaluation means an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question; and</p> <p>(ii) Public expense means that the public agency either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent, consistent with §300.103.</p>
11.	<p>As noted in TCA 49-1-104 (a) &amp; (b) Maximum class size, LEA case load and class size standards have been submitted and approved by the SEA. There have been no changes since the original submission. (The State will review LEA caseload and class size standards for compliance.) Any future LEA updates or revisions will be submitted to the Special Populations division at the SEA for approval and for reference purposes.</p>
12.	<p>Children with disabilities served with IDEA funds have at least the same average amount spent on them, from sources other than Part B, as do the children in the school system taken as a whole. 0520-01-09-.09(2)(c)</p>
13.	<p>Eligibility as a child with a disability pursuant to the IDEA and state disability eligibility standards will be established prior to expenditure of IDEA Part B funds for implementation of school nurse or school health services pursuant to 34 C.F.R. §300.34(c)(13).</p>
14.	<p>Children with healthcare needs or medical conditions of a short duration, temporary nature, or medical conditions that require infrequent school nurse or school health services, and whose educational performance is not adversely affected by such healthcare needs or medical conditions, will not be certified as eligible pursuant to IDEA and state disability eligibility standards for the purpose of accessing IDEA Part B funds to provide school nurse or school health services for such children.</p>
15.	<p>Prior to including school nurse or school health services in an Individualized Education Program (IEP), an IEP Team will determine that the child needs school nurse or school health services to benefit from his or her education and thereby receive FAPE. In making this determination, the IEP Team will consider the child's educational progress.</p>

16. School nurse or school health services will not be included as related services in instances where an IDEA eligible child's healthcare needs or medical condition do not affect his or her educational performance or the receipt of FAPE.

17. The LEA has spent the minimum amount of State and local funds for the education of children with disabilities in elementary and secondary schools prior to using IDEA Part B funds.

OCR Assurances

**Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - Assurances**

\* **The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA follows all regulations applicable under Office of Civil Rights (OCR), including those outlined below.**

- |    |  |
|----|--|
| 1. | Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance; |
| 2. | Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in any education program or activity receiving federal financial assistance; and            |
| 3. | All regulations, guidelines, and standards issued by the Tennessee Department of Education and U.S. Department of Education under any of these statutes.   |

Title II-A Assurances

**Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - Assurances**

**\* The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA follows all regulations applicable to the assurances outlined below.**

The LEA has engaged in timely and meaningful consultation as required by ESEA 8501(c) and maintains all required documentation to support such consultation.

Ensure that all supported activities are approved and provided in a timely fashion and in accordance with agreements made as a result of meaningful consultation with non-public/private school representatives.

Obligate all non-public/private school funds during the fiscal year in which allocated and in support of activities agreed upon as a result of required consultation.

Engage in ongoing consultation with participating non-public/private school representatives as necessary to ensure continued communication, monitor agreed-upon activities, and to determine the effectiveness of provided activities.

Prioritize funds to schools within the LEA that are identified as priority and focus schools and have the highest percentage of low income children. (2103(b)(2)(C))

Use data and ongoing consultation with stakeholders to continually update and improve activities supported with Title II A funds. (2103(b)(2)(D))

Comply with section 8501, regarding participation of private school children and teachers. (2103(b)(2)(E))

Coordinate professional development activities supported with Title II A funds with professional development activities provided through other federal, state, and local programs.

Ensure that funds received shall be used to supplement, and not supplant, non-federal funds that would otherwise be used for activities authorized under this grant.

**Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - Assurances**

**\* The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA follows all regulations applicable for OMB Circular A-133, including those outlined below.**

**Part 6 - Internal Control**

As a condition of receiving federal awards, non-federal entities agree to comply with laws, regulations, and the provisions of contract and grant agreements and to maintain internal control to provide reasonable assurance of compliance with these requirements. Non-federal entities and their auditors will need to exercise judgment in determining the most appropriate and cost effective internal control in a given environment or circumstance to provide reasonable assurance for compliance with federal program requirements.

The Control Environment is the foundation for all other components of internal control, including the following:

Part 6 characteristics of internal control relating to each of the five components of internal control that should reasonably assure compliance with the requirements of federal laws, regulations, and program compliance requirements. A description of the components of internal control and examples of characteristics common to the 14 types of compliance requirements are listed below. Objectives of internal control and examples of characteristics specific to each of 13 of the 14 types of compliance requirements follow this introduction. (Because Special Tests and Provisions are unique for each program, we could not provide specific control objectives and characteristics for this type of compliance requirement.)

1. A sense of conducting operations ethically is evidenced by a code of conduct or other verbal or written directive.
2. If there is a governing Board, the Board has established an Audit Committee or equivalent that is responsible for engaging the auditor, receiving all reports and communications from the auditor, and ensuring that audit findings and recommendations are adequately addressed.
3. Management positively responds to prior questioned costs and control recommendation.

4.	Management respects and adheres to program compliance requirements.
5.	Key managers' responsibilities clearly defined.
6.	Key managers have adequate knowledge and experience to discharge their responsibilities.
7.	Staff are knowledgeable about compliance requirements and being given responsibility to communicate all instances of noncompliance to management.
8.	Management's commitment to competence ensures that staff receive adequate training to perform their duties.
9.	Management support of adequately collects information via a reporting system.
	Risk Assessment is the entity's identification and analysis of risks relevant to achievement of its objectives, forming a basis for determining how the risks should be managed.
1.	Program managers and staff understand and have identified key compliance objectives.
2.	Organizational structure provides identification of risks of noncompliance: <ul style="list-style-type: none"> <li>- Key managers have been given responsibility to identify and communicate changes (including alleged fraud, waste, or abuse).</li> <li>- Employees who require close supervision (e.g. inexperienced) are identified.</li> <li>- Management has identified and assessed complex operations, programs, or projects.</li> <li>- Management is aware of results of monitoring, audits, and reviews, and considers related risk of noncompliance.</li> </ul>
3.	Process established to implement changes in program objectives and procedures.
	Control Activities are the policies and procedures that help ensure that management's directives are carried out.
1.	Operating policies and procedures are clearly written, and communicated, and followed.
2.	Procedures are in place to implement changes in laws, regulations, guidance, and funding agreements affecting federal awards.
3.	Management has a procedure to prohibit overriding established controls.
4.	Adequate segregation of duties provided between performance, review, and recordkeeping of a task.

<p>5. Computer and program controls should include:</p> <ul style="list-style-type: none"> <li>-Data entry controls, e.g., edit checks.</li> <li>-Exception reporting.</li> <li>-Access controls.</li> <li>-Reviews of input and output data.</li> <li>-Computer general controls and security controls (including protecting personally identifiable information).</li> </ul>
<p>6. Supervision of employees commensurate with their level of competence.</p>
<p>7. Personnel with adequate knowledge and experience to discharge responsibilities.</p>
<p>8. Equipment, inventories, cash, and other assets are secured physically and periodically inventoried (at least once every two years) and compared to recorded amounts.</p>
<p>9. If there is a governing Board, the Board conducts regular meetings where financial information is reviewed and the results of program activities and accomplishments are discussed. Written documentation is maintained of the matters addressed at such meetings.</p>
<p>Information and Communication are the identification, capture, and exchange of information in a form and time frame that enable people to carry out their responsibilities.</p>
<p>1. The accounting system provides for separate identification of federal and non-federal transactions and allocation of transactions applicable to both.</p>
<p>2. Adequate source documentation exists to support amounts and items reported.</p>

Fiscal OMB 2 CFR 1.100 Assurances

**Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - Assurances**

\* The local educational agency (LEA) hereby assures the state educational agency (SEA) that the LEA follows all regulations applicable for Single Audit, including those outlined below. All regulations in Uniform Grant Guidance (UGG), including those outlined below in instances where revisions to guidance occurs, the LEA assures it will follow all current regulations.

GRANTS AND AGREEMENTS [2 CFR 1.100]	
\$200.61	Internal Controls. Internal controls means a process, implemented by a LEA, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations; (b) Reliability of reporting for internal and external use; and (c) Compliance with applicable laws and regulations.
\$200.62	Internal Control Over Compliance Requirements for Federal Awards

	<p>Internal control over compliance requirements for federal awards means a process implemented by a LEA designed to provide reasonable assurance regarding the achievement of the following objectives for federal awards:</p> <ul style="list-style-type: none"> <li>(a) Transactions are properly recorded and accounted for, in order to:</li> <li>(1) Permit the preparation of reliable financial statements and Federal reports;</li> <li>(2) Maintain accountability over assets; and</li> <li>(3) Demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the Federal award;</li> <li>(b) Transactions are executed in compliance with: <ul style="list-style-type: none"> <li>(1) Federal statutes, regulations, and the terms and conditions of the Federal award that could have a direct and material effect on a Federal program; and</li> <li>(2) Any other Federal statutes and regulations that are identified in the Compliance Supplement; and</li> <li>(c) Funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.</li> </ul> </li> </ul>
§200.201	Use of Grant Agreements (Including Fixed-Amount Awards), Cooperative Agreements, and Contracts
	(3) The LEA must certify in writing to the federal awarding agency or pass-through entity at the end of the federal award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the federal award must be adjusted.
§200.302	Financial Management
	(b)(4) Effective control over, and accountability for, all funds, property, and other assets. The LEA must adequately safeguard all assets and assure that they are used solely for authorized purposes. See § 200.303 Internal Controls.
§200.303	Internal Controls
	<p>The LEA must:</p> <ul style="list-style-type: none"> <li>(a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the LEA is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls shall comply with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).</li> </ul>

§200.305	<p data-bbox="110 1669 151 1822"><b>Payment</b></p> <p data-bbox="180 111 342 1822">(b)(6)(iv) A payment must not be made to a LEA for amounts that are withheld by the LEA from payment to contractors to assure satisfactory completion of work. A payment must be made when the LEA actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.</p>
§200.318	<p data-bbox="378 1291 418 1822"><b>General Procurement Standards</b></p> <p data-bbox="443 132 524 1822">(a) LEAs must use its own documented procurement procedures which reflect applicable state and local laws and regulations provided that the procurements confirm to applicable federal law and regulations.</p>
§200.321	<p data-bbox="557 111 630 1822"><b>Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms</b></p> <p data-bbox="662 111 743 1822">(a) The LEA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p data-bbox="751 1270 792 1822">(b) Affirmative steps must include:</p> <p data-bbox="800 111 881 1822">(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p data-bbox="889 262 930 1822">(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p data-bbox="938 195 995 1822">(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p data-bbox="1003 184 1076 1822">(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p data-bbox="1084 184 1157 1822">(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p data-bbox="1166 205 1239 1822">(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>
§200.324	<p data-bbox="1279 884 1320 1822"><b>Federal Awarding Agency or Pass-Through Entity Review</b></p>

	<p>(c)(2) The LEA may self-certify its procurement system. Such self-certification must not limit the federal awarding agency's ability to survey the system. Under a self-certification procedure, the federal awarding agency may rely on written assurances from the LEA that it is complying with these standards. The LEA must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.</p>
<p>§200.325</p>	<p><b>Bonding Requirements</b></p> <p>(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.</p> <p>(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.</p>
<p>§200.328</p>	<p><b>Monitoring and Reporting Program Performance</b></p> <p>(a) The LEA is responsible for oversight of the operations of the federal award supported activities. The LEA must monitor its activities under federal awards to assure compliance with applicable federal requirements and performance expectations are being achieved. Monitoring by the LEA must cover each program, function or activity.</p>
<p>§200.400</p>	<p><b>Policy Guide</b></p> <p>(c) The LEA, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the federal award.</p> <p>(e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the LEA is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the LEA, the reasonableness and equity of such treatments should be fully considered. See § 200.56 Indirect (facilities &amp; administrative (F&amp;A)) costs.</p>

§200.415	Required Certifications	<p>(a) To assure that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the LEA, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, § 1001 and Title 31, §§ 3729-3730 and 3801-3812)."</p> <p>(b) Certification of cost allocation plan or indirect (F&amp;A) cost rate proposal.</p>
§200.427	Bonding Costs	<p>(a) Bonding costs arise when the federal awarding agency requires assurance against financial loss to itself or others by reason of the act or default of the LEA. They arise also in instances where the LEA requires similar assurance, including: bonds as bid, performance, payment, advance payment, infringement, and fidelity bonds for employees and officials.</p>
§200.430	Compensation-Personal Services	<p>(a) General. Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in § 200.431 Compensation-Fringe Benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of this part.</p>
§200.440	Standards for Documentation of Personnel Expenses	

	<p>(i) LEA personnel expenses must</p> <ol style="list-style-type: none"> <li>1. Be supported by a system of internal controls which provides reasonable assurance charges are accurate, allowable and allocable;</li> <li>2. Be incorporated into official records;</li> <li>3. Reasonably reflect total activity for which employee is compensated;</li> <li>4. Encompass all activities (federal and non-federal);</li> <li>5. Comply with established accounting policies and practices; and</li> <li>6. Support distribution among specific activities or cost objectives.</li> </ol>
§200.433	<p>Contingency Provisions</p> <p>(c) Payments made by the federal awarding agency to the LEA's "contingency reserve" or any similar payment made for events the occurrence of which cannot be foretold with certainty as to the time or intensity, or with an assurance of their happening, are unallowable, except as noted in §§200.431 Compensation - fringe benefits regarding self-insurance, pensions, severance, and post-retirement health costs and 200.447 Insurance and indemnification.</p>
§200.435	<p>Defense and Prosecution of Criminal and Civil Proceedings, Claims, Appeals, and Patent Infringements</p> <p>(i) Costs which may be unallowable under this section, including directly associated costs, must be segregated and accounted for separately. During the pendency of any proceeding covered by paragraphs (b) and (f) of this section, the federal government must generally withhold payment of such costs. However, if in its best interests, the federal government may provide for conditional payment upon provision of adequate security, or other adequate assurance, and agreement to repay all unallowable costs, plus interest, if the costs are subsequently determined to be unallowable.</p>
§200.521	<p>Management Decisions</p>

(a) General. The management decision must clearly state whether or not the audit finding is sustained, the reasons for the decision, and the expected auditee action to repay disallowed costs, make financial adjustments, or take other action. If the auditee has not completed corrective action, a timetable for follow-up should be given. Prior to issuing the management decision, the Federal agency or pass-through entity may request additional information or documentation from the auditee, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs. The management decision should describe any appeal process available to the auditee. While not required, the federal agency or pass-through entity may also issue a management decision on findings relating to the financial statements which are required to be reported in accordance with GAGAS.

**F. CERTIFICATION.**

**1. Certification of Charges**

To assure that expenditures for federal awards are proper and in accordance with the agreement documents and approved project budgets, the annual and/or final fiscal reports or vouchers requesting payment under the agreements will include a certification, signed by an authorized official of the LEA, which reads "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.  
(U.S. Code, Title 18, § 1001 and Title 31, §§ 3729-3733 and 3801-3812)".

App. II

FERPA

**Cleveland (061) Public District - FY 2022 - Consolidated - Rev 0 - Assurances**

**\* The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA complies with The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) including as outlined below:**

1. Parents or eligible students have the right to review the student's education records maintained by the LEA; to seek amendment of these records, and to consent to the disclosure to the personally identifiable information (PII) from education records.
2. The LEA annually notifies parents or eligible students of their rights under FERPA. The notice effectively informs parents and eligible students with disabilities, and/or parents and eligible students who have a primary or home language other than English.
3. The LEA gives full FERPA rights to either parent, unless the LEA has been provided with evidence that there is a court order, State statute, or legally binding document relating to such matters as divorce, separation, or custody that specifically revokes these rights.
4. When a student becomes an eligible student, the rights accorded to, and consent required of, parents transfer from the parents to the student. An eligible student is a student who has reached 18 years of age or is attending an institution of postsecondary education.



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

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

## **2021-2022 DHA Committee**

Doug Moore- DHA Hearing Officer

Cliff Eason – Student Facility Support Specialist

August – Kellye Bender

September – Kellye Bender

October – David Stone

November – David Stone

December – Joel Barnes

January – Joel Barnes

February – Michael Kahrs

March – Michael Kahrs

April – Kelly Kiser

May – Kelly Kiser

DHA meetings will be held at the Denning Center in the PD room.



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350 Central Ave. NW Cleveland, TN 37311 ph (423) 472-9574 fax (423) 559-9477

To: Dr. Russell Dyer and members of the Cleveland City Board of Education  
From: Tasha Cox, Field Manager, CCS Nutrition Department  
Re: Bid Award Recommendation  
Date: May 17, 2021

The following vendors, based on **New Bids/Quotes**, are recommended to service the Cleveland City Schools Nutrition Department for Food and Supplies Bids for the school year 2021-2022. Bids are recommended for award based on lowest price for items specified.

Bid	Recommended Vendor	Original Year	Years to Renew
Chemical	IWC	2021-2022	2022-2023 2023-2024 2024-2025 2025-2026
Beef-Commodity Large	Don Lee Farms Commodity Processed	2021-2022	2022-2023 2023-2024 2024-2025 2025-2026
Beef-Commodity Processed Burger - Premium	Don Lee Farms Commodity Processed	2021-2022	2022-2023 2023-2024 2024-2025 2025-2026
Cheese- Commodity Processed Alfredo & Queso	JTM Commodity Processed	2021-2022	2022-2023 2023-2024 2024-2025 2025-2026
Cheese- Commodity Processed Mozzarella String Cheese & Cheddar Cheese Sticks	Bongard Commodity Processed	2021-2022	2022-2023 2023-2024 2024-2025 2025-2026
Cheese- Mozzarella Bread Sticks	Tasty Brands Commodity Processed	2021-2022	2022-2023 2023-2024 2024-2025 2025-2026

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint), (AD-3027) found online at: <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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Pizza Hot Pockets- Buffalo Chicken, Fiesta, and Pepperoni	Schwan's Commodity Processed	2021-2022	2022-2023 2023-2024 2024-2025 2025-2026
Chicken- Nuggets, Smackers, Patties, & Wings	Tyson Commodity Processed	2021-2022	2022-2023 2023-2024 2024-2025 2025-2026
Pork- Honey BBQ Rib Patty	JTM Commodity Processed	2021-2022	2022-2023 2023-2024 2024-2025 2025-2026
Fruit Cups- Applesauce-3 flavors- Mandarin Oranges, Diced Pears, & Peaches	Zee Zee Commodity Processed	2021-2022	2022-2023 2023-2024 2024-2025 2025-2026
Peanut Butter – Cups, Grape Sandwiches, and Strawberry Sandwiches	Smuckers Commodity Processed	2021-2022	2022-2023 2023-2024 2024-2025 2025-2026
Turkey Sticks- Smokehouse, BBQ, Spicy	Jennie-O Commodity Processed	2021-2022	2022-2023 2023-2024 2024-2025 2025-2026
Grease Trap Pumping	Southeast Total Services	2021-2022	Annual Quote issued in the Fall
Hood Cleaning	Master Blaster, Cleveland, TN	2021-2022	Annual Quote issued by the Southeast Buying Group
Printer Services	Konica Minolta	2021-2021	Annual Quote issued in the Fall
Maintenance, Outsourced	Currently with FESCO Chattanooga, TN	2021-2022	Annual Quote issued in the Fall

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Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint), (AD-3027) found online at: <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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350 Central Ave. NW Cleveland, TN 37311 ph (423) 472-9574 fax (423) 559-9477

To: Dr. Russell Dyer and members of the Cleveland City Board of Education  
From: Tasha Cox, Field Manager, CCS Nutrition Department  
Re: Bid Renewal Recommendation  
Date: May 17, 2021

The Cleveland City Schools Nutrition Department recommends the following **Bid/Renewals** for the 2021-2022 school year. All bid renewals are subject to original bid/quote specifications and conditions.

Bid	Recommended Vendor	Original Year	Years to Renew
Beverage Bid	Coke/Snapple Group	2017-2018	2018-2019 CCS does not 2019-2020 purchase 2020-2021 2021-2022
Special Beverage Bid	Keurig/Dr. Pepper	2019-2020	2020-2021 CCS does not 2021-2022 purchase 2022-2023 2023-2024
Bread	Bimbo Bakeries	2019-2020	2020-2021 CCS does not 2021-2022 purchase 2022-2023 2023-2024
Dippin Dots	KBC Distributing	2020-2021	2021-2022 2022-2023 2023-2024 2024-2025
Food/Non Food	IWC	2018-2019	2019-2020 2020-2021 2021-2022 2023-2024
Ice Cream	Mayfield	2019-2020	2020-2021 2021-2022 2022-2023 2023-2024
Milk	Mayfield	2019-2020	2020-2021 2021-2022 2022-2023 2023-2024
Produce	T&T	2019-2020	2020-2021 2021-2022 2022-2023

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Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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			2023-2024
Smallwares	Strategic	2019-2020	2020-2021 2021-2022 2022-2023 2023-2024
Smart Mouth Pizza – Individual Pizza Items (Dough, Sauce, Shredded Cheese, Pepperoni, & Sausage)	Bulls Eye Brands	2019-2020	2020-2021 2021-2022 2022-2023 2023-2024
Software-Integrated System for Front of the House & Back of the House operations	Cybersoft/PrimeroEdge	2016-2017	2017-2018 2018-2019 2019-2020 2020-2021 2021-2022 2022-2023 2023-2024 2024-2025 2025-2026
Pizza 4 X 6 Pepperoni Thick Crust, Pizza 4 X 6 Cheese Thick Crust, Pizza - 4 X 6 Pepperoni Thin Crust, Pizza - 4 X 6 Cheese Thin Crust	Schwans Commodity Processing	2020-2021	2021-2022 2022-2023 2023-2024 2024-2025
Potato - Hash Brown Patty & Fries	Cavendish Commodity Processing	2020-2021	2021-2022 2022-2023 2023-2024 2024-2025
Fish	Highland Commodity Processing	2017-2018	2018-2019 2019-2020 2020-2021 2021-2022
Cheese- Shredded Cheddar, Shredded Mozzarella	Bongard Commodity Processing	2018-2019	2019-2020 2020-2021 2021-2022 2022-2023
Burger - Premium	Don Lee Farms Commodity Processing	2020-2021	2021-2022 2022-2023 2023-2024 2024-2025
Turkey- Roast, Franks, Oven Roasted Deli Slices, Pepperoni Slices, & Slicing Logs	Jennie-O Commodity Processing	2019-2020	2020-2021 2021-2022 2022-2023 2023-2024

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint), (AD-3027) found online at: <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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Chicken- Spicy Patty	Tyson Commodity Processed	2019-2020	2020-2021 2021-2022 2022-2023 2023-2024
Chicken- Whole Muscle Patty & Tenders	Gold Kist Commodity Processed	2018-2019	2019-2020 2020-2021 2021-2022 2022-2023

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

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

# Memo

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

From: Kelly Kiser-Director of Human Resources *KK*

Date: May 21, 2021

Re: Blythe-Bower Position Request for the 2021-2022 School Year

---

Blythe-Bower would like to request approval to add the following new position for the 2021-2022 school year:

Instructional Facilitator

The position will be funded through the Blythe-Bower Title 1 budget and will allow them to split up their grade levels as it is in addition to their existing Instructional Facilitator position. The position must also have approval from the Tennessee Department of Education before it can be staffed.

# BLYTHE-BOWER ELEMENTARY SCHOOL

604 20th St., SE  
Cleveland, TN 37311  
(423) 479-5121

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

From: Prisavia Croft, Principal

Date: May 20, 2021

Re: Title I funded additional Instructional Facilitator

We would like to request the approval to add the following new position:

Instructional Facilitator

This position will be funded through Title I.

Sincerely,

Prisavia Croft, Principal  
Blythe-Bower Elementary School

## Travel Request Form

Welcome to Cleveland City Schools Travel Tracker, your one-stop travel center. Within this software you can submit student field trip requests, reserve a school bus for a field trip or athletic event, and reserve a van for staff travel. If you have any questions or comments please email Valerie Mack at [vmack@clevelandschools.org](mailto:vmack@clevelandschools.org) or call 472-9576.

### Field Trips & Off-Campus Excursions Administrative Procedure 4.302.1

May 2019 7

#### Transportation Guidelines for Field Trips

Cleveland City Schools are responsible First to the daily transporting of students to and from school. Bus schedules and routes will not be adjusted to accommodate field trips.

1. Field trip transportation request must be made no later than two weeks before the field trip. Once a field trip has been assigned to a driver, the trip will be activated in the digital approval system and a notification will be sent to the teacher/sponsor.
2. School buses used for field trips will be limited to a radius of 50 miles on a school day, 100 miles on weekends, and 150 miles for school sanctioned athletic events and competitions. Exceptions are made at the discretion of the Director of Schools.
3. The cost associated with using a school bus for a field trip is \$1.25 per mile and \$17.33 per hour for the driver. There will be an additional \$100.00 per day "On Call" fee for weekends and holidays.
4. If a field trip is cancelled once the driver has been assigned, a minimum of 2 hours pay will be billed to the school or program responsible for the field trip.
5. In addition to the driver's hourly rate, an additional \$35.00 fee will be applied to any field trip in which trash and dirt are left on the bus.
6. Buses used for field trips during school hours can be scheduled to pick up students starting at 8:40 AM and must be unloaded by 1:45 PM so the bus and driver can be back to the bus barn by 2:00 PM. Buses have to be inspected and fueled before their afternoon route.
7. In all cases of field trips occurring beyond the regular school day hours, provisions must be made for the driver to have a comfortable area to rest, access to restroom facilities and access to refreshments. Most major attractions have a driver's facility.
8. Field trips requiring a driver to be available for more than 10 hours may require that the driver be provided an approved hotel room in addition to the hourly rate. If the field trip is to an attraction like Dollywood, the driver may have their admission provided instead of a hotel room. This guideline will depend upon the situation and itinerary. The Director of Operations will implement this procedure based on the circumstances of the individual trip, to satisfy CDL laws.
9. The driver and leader of the field trip are responsible to maintain constant communications with one another through either their cell phones or radios in the event of a sudden change in plans, inclement weather, or an emergency.
10. Supervision of students while on field trips will follow a recommended ratio of no less than one chaperone per 15 students (K-8) and one chaperone per 20 students (9-12). Bus drivers are not to be considered a supervisory staff member.
11. Students and chaperones must cooperate with the driver.

### Field Trips & Off-Campus Excursions Administrative Procedure 4.302.1

May 2019 8

12. All other bus rules and regulations for daily transportation services apply to field trips.
13. Your bus driver is not permitted to proceed with the trip until a bus roster of students has been presented for the driver's paperwork. The roster must include the student's name, address, date of birth, and emergency contact number.
14. Any and all changes in the field trip itinerary must be approved by the Principal and the Operations Department prior to the trip as the bus driver will not be allowed to deviate from the approved itinerary.

#### Charter Buses

An updated list of charter buses will be kept on file at the Operations Department Office. Teachers/sponsors are responsible to verify the approved charter bus before scheduling a trip with vehicles owned by an agency other than Cleveland City Schools.

### Field Trips & Off-Campus Excursions Administrative Procedure 4.302.1

May 2019 9

#### Field Trip Bus Transportation Procedures

The Cleveland City Schools Transportation Department's primary responsibility is the daily transportation of students to and from school. Bus schedules and routes will not be adjusted to accommodate field trips.

#### Transportation Department Contacts

Hal Taylor, Director of Operations: (716-7119)

Scotty Dye, Operation Supervisor: ( 593-2864)

Valerie Mack, Assistant Manager of Transportation: (593-2867)

\*After hours emergency or cancellation: (593-2867)

\*After hours emergency or equipment: (716-7119) or (593-2864)

#### Field Trip Request Procedure

The School Administrator (SA) receives, reviews and approves the field trip request from the teacher/coach. The SA submits the approved request to the District Designee who forwards the approved trip to the Transportation Department. Field trip transportation requests MUST be received no later than two weeks before the field trip. The Operations Department will acknowledge receipt of your request when it arrives. Once a field trip has been assigned to a driver, a confirmation will be sent back to the individual that submitted the field trip request.

School buses used for field trips will be limited to a radius of 50 miles on a school day, 100 miles on weekends, and 150 miles for school sanctioned athletic events and competitions. Exceptions are made at the discretion of the Director of Schools.

Field Trip Hours

School Days: 8:40 a.m. to 1:45 p.m. Exceptions may apply. Weekends & Holiday: No time table. If request is on a Holiday, contact the Operations Department for possible rate increase.

Field Trip Rates

Field Trip rates are based on mileage, driver hours, and conditions of the bus when the trip is completed. Mileage is recorded from the moment the bus leaves the Transportation Facility until the bus returns to the Transportation Facility. Mileage is calculated at \$1.25 per mile and \$17.33 per hour. There will be an additional \$100 per day "On Call" fee for weekends and holidays.

Transportation will bill the Trip Sponsor for the driver/mileage/bus/damage after the trip is completed. This will be done on a monthly basis.

Trip Number **336**

\* Category Travel With Students

\* Type of Trip Athletic

\* Athletic Event (you may check more than one)  
Basketball - Girls - Varsity

**Trip Leave**

**Trip Return**

\* Date 6/15/21 Tuesday

\* Date 6/16/21 Wednesday

\* Time 7:00 AM

\* Time 10:00 PM

Trip Year/Week 2021-25

**Buses are not available before 4:30 PM and must be returned by 12:00 AM.**

\* Is this an overnight trip? Yes

Is this an overnight trip? Additional Information

\* Please list all chaperones for this overnight trip including non-staff. Tony Williams  
James Baird  
Dawn Barger  
Anne Person

\* Indicate cost per person and how the trip is being funded (parent or district?) Parents are funding this trip

Comments This is a camp that we added this week.

\* Your School/Dept  020 Cleveland High School  
850 Raider Drive, Cleveland, TN 37312

\* Main Destination  Other (Type Below)  
Lakeway Christian Academy, Valley Home Road, White Pine, TN, USA

Destination Not Listed Lakeway Christian Academy, Valley Home Road, White Pine, TN, USA \* Destination Name Lakeway Christian Academy

\* Approximate Nbr of Miles Round Trip

\* **Funding Source #1** Other Budget Code  
 Funding Source Desc Please indicate the funding information in the Budget Code Field to the right. Budget Code Desc

Funding Approver

\* Teacher / Advisor / Staff Name James Baird  
 \* Teacher / Advisor / Staff Phone # 4236187940  
 Teacher / Advisor / Staff Email jbaird@clevelandschools.org  
 Note: This email will receive the requester emails if different from requester  
 Emergency Contact Info  **Same as Teacher / Advisor / Staff**  
 \* Emergency Contact Name James Baird  
 \* Emergency Contact Phone # 4236187940

### Number of Individuals Making Trip

* Male Adult/Chaperone 2	* Female Adult/Chaperone 2	Total Adult/Chaperone	4
* Male Students	0 * Female Students	Total Students	22

### Additional Information

\* Will you be using external transportation-Does NOT include charters-- (includes plane, rental van, personal vehicle or walking)? No

### Vehicles Needed

\* Do you need a school bus, staff van or charter bus? Yes

**Check here to indicate trip is drop-off only** Location

**Check here to indicate trip is pickup only** Location

#### Vehicle Pickup

\* Date 6/15/21  
 \* Time 7:00 AM

#### Vehicle Return

\* Date 6/16/21  
 \* Time 10:00 PM

Total Trip Hours 39.00

\* Type of vehicles needed to reserve School Bus  


\* How many vehicles do you need? 1

**Vehicle Guidelines:** School Bus Capacity:  
 Elementary School Students=78 max  
 Middle/High School Students=52 max

\* Do you need a wheelchair lift? No

Nbr Wheelchair Slots 0 Nbr Seatbelts 0 Nbr Fold Down Seats 0

Special Needs

Comments or Details Concerning Needs This is a basketball camp that we added this week.

General Information I will be driving the bus.

Owner vmack@clevelandschools.org

Bid Id/Closing Date

Person Submitting Request jbaired@clevelandschools.org

Date Submitted

### **Level 01 Approval - Location Approval**

Comment

Decision Approved

Name aobryan@clevelandschools.org

Decision Date May 31, 2021, 9:15:37 AM

### **Level 07 Approval - Overnight Trip Approval**

Comment

Decision Approved

Name jelliott@clevelandschools.org

Decision Date Jun 1, 2021, 8:50:51 AM

### **Level 09 Approval - Transportation Approval**

Comment

Decision Approved

Name vmack@clevelandschools.org

Decision Date Jun 1, 2021, 12:30:28 PM

### **Level 10 Approval - School Board Approval**

Comment

Decision

Designated Approver jusmith@clevelandschools.org

Name

Decision Date



# COMMERCIAL LOT/LAND PURCHASE AND SALE AGREEMENT

1 **1. Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration,  
 2 the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer  
 3 City of Cleveland & Cleveland City School Board ("Buyer") agrees to buy and  
 4 the undersigned seller Bank of Cleveland ("Seller")  
 5 agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:  
 6 All that tract of land known as: Lot 10 Candies Creek Commons NW  
 7 (Address) Cleveland (City), Tennessee, 37312 (Zip), as  
 8 recorded in Bradley County Register of Deeds Office,  
 9 2500 deed book(s), 582 page(s), N/A and/or instrument number and as further described as:  
 10 Tax ID#033 004.11 000 as recorded in Bradley County

11 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as  
 12 the "Property", as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the Register  
 13 of Deeds of the county in which the Property is located and is made a part of this Commercial Lot/ Land Purchase and  
 14 Sale Agreement ("Agreement") by reference.

15 **2. Purchase Price.** The purchase price to be paid is: \$ 308,000.00 ✓  
 16 Three Hundred Eight Thousand U.S. Dollars, ("Purchase Price"), and is  
 17 subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a Federal Reserve Bank wire  
 18 transfer of immediately available funds, cashier's check or certified check.

19 This price is based (Select one. The sections not checked are not a part of this Agreement.):  
 20  for entire Property as a tract, and not by the acre OR  
 21  per acre with the Purchase Price to be determined by the actual amount of acreage of the Property, \$ \_\_\_\_\_ per  
 22 acre based on a current or mutually acceptable survey OR  
 23  for entire Property as a tract but with the Purchase Price to be adjusted upward or downward at \$ \_\_\_\_\_ per  
 24 acre in the event the actual amount of acreage of the Property based on a current or mutually acceptable survey should  
 25 vary more or less than \_\_\_\_\_ acre(s) from the \_\_\_\_\_ estimated acreage.

26 **3. Earnest Money/Trust Money.** Buyer has paid or will pay within 10 business days after the Binding  
 27 Agreement Date, the sum of \$ 5,000.00 ✓ with KW Cleveland  
 28 ("Holder") located at 650 25th Str. Suite 300, Cleveland TN 37311  
 29 (address of Holder). Additional Earnest Money / Trust Money, if any, to be tendered and applied as follows:

34 **A. Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money is not timely received  
 35 by Holder or Earnest Money/Trust Money check or other instrument is not honored, for any reason by the financial  
 36 institution upon which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) business days  
 37 after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this  
 38 Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest  
 39 Money/Trust Money only as follows:

- 40 (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- 41 (b) upon a subsequent written agreement signed by Buyer and Seller; or
- 42 (c) as set forth below in the event of a dispute regarding Earnest Money/Trust Money.

43 No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and all parties agree to defend  
 44 and hold harmless Holder for any matter arising out of or related to the performance of Holder's duties hereunder.

45 **B. Disputes Regarding Earnest Money/Trust Money.** In the event Buyer or Seller notifies Holder of a dispute  
 46 regarding disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead

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47 Earnest Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from,  
48 any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the  
49 interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon  
50 payment of such funds into the court clerk's office, Holder shall be released from all further liability in connection with  
51 the funds delivered.

52 4. **Inspection.** Prior to closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense  
53 and at reasonable times, to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's  
54 acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department  
55 of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold Seller and all  
56 Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or  
57 related to the exercise of Buyer's rights hereunder. Buyer shall have 21 days after the Binding Agreement Date ("Due  
58 Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and  
59 any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this  
60 Agreement upon notice to Seller if Buyer determines, based on an evaluation of the above, that it is not desirable to proceed  
61 with the transaction, and Buyer will be entitled to a refund of the Earnest Money/ Trust Money. Within 7 days  
62 after the Binding Agreement Date, Seller shall deliver to Buyer copies of materials concerning the Property referenced in  
63 Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly returned by Buyer if Agreement  
64 does not close for any reason. If Buyer fails to timely notify Seller that it is not proceeding with the transaction, Buyer  
65 shall waive its rights to terminate this Agreement pursuant to this section.

66  **A. Building Permit.** This Agreement is contingent upon Buyer's ability to acquire all required licenses and  
67 permits from the appropriate governmental authority to make specific improvements on the Property. If Buyer  
68 provides a copy of the governmental report along with written notification to Seller and/or Seller's Broker within  
69 \_\_\_\_\_ days after the Binding Agreement Date that Buyer is unable to acquire all required licenses and permits  
70 from the appropriate governmental authority to make specific improvements on the Property, then in such event this  
71 Agreement shall automatically terminate and Holder shall promptly refund the Earnest Money/ Trust Money to  
72 Buyer. If Buyer fails to provide said report and notice, then this contingency shall be deemed to have been waived  
73 by Buyer.

74  **B. Permit for Sanitary Septic Disposal System.** This Agreement is contingent upon the Buyer's ability to obtain  
75 a permit for a sanitary septic disposal system from the respective Tennessee Ground Water Protection Office for the  
76 county in which the Property is located (generally, located at the local Health Department) to be placed on the Property  
77 in a location consistent with Buyer's planned improvements. If Buyer is unable to meet this condition, Buyer must  
78 notify Seller and/or Seller's Broker in writing within \_\_\_\_\_ days after the Binding Agreement Date along with  
79 documentation reflecting denial of permit from the appropriate governmental entity. With proper notice, the  
80 Agreement is voidable by Buyer and Earnest Money/ Trust Money refunded. If Buyer fails to provide said notice,  
81 this contingency shall be deemed to have been waived by Buyer.

82  **C. Rezoning.** This Agreement is contingent upon the Property being rezoned to \_\_\_\_\_  
83 by the appropriate governmental authorities on or before \_\_\_\_\_. (Buyer or Seller)  
84 \_\_\_\_\_ shall be responsible for pursuing such rezoning, and paying all associated cost. All  
85 rezoning applications shall be submitted to Seller for Seller's approval prior to filing, which approval shall not be  
86 unreasonably withheld. All parties agree to cooperate, to sign the necessary documentation and to support the rezoning  
87 application. If Buyer provides documentation and written notification to Seller and/or Seller's Broker within 48 hours  
88 after the above date that the Property cannot be so zoned, then in such event this Agreement shall automatically  
89 terminate, and Holder shall promptly refund the Earnest Money/ Trust Money to Buyer. If Buyer fails to provide said  
90 documentation and notice, then this contingency shall be deemed to have been waived by Buyer.

91  **D. Other Inspections.** See Special Stipulations for additional inspections required by Buyer.

92 5. **Title.**

93 **A. Warranties of Seller.** Seller warrants that at Closing Seller shall convey good and marketable, fee simple title to  
94 the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):

- 95 (1) Liens for ad valorem taxes not yet due and payable.  
96 (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and  
97 Objections section below. "Good and marketable, fee simple title" with respect to the Property shall be such  
98 title:  
99 (a) as is classified as "marketable" under the laws of Tennessee; and  
100 (b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at

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101 standard rates on an American Land Title Association Owner's Policy ("Title Policy").

102 **B. Title Issues and Objections.** Buyer shall have 21 days after the Binding Agreement Date to furnish Seller with  
103 a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and other  
104 facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have 14  
105 days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy  
106 any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the  
107 payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller  
108 fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with  
109 evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days after the expiration of  
110 the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which  
111 case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2) waive any such objections and  
112 elect to Close the transaction contemplated hereby irrespective of such title objections and without reduction of the  
113 Purchase Price; or (3) extend the Closing Date period for a period of up to fifteen (15) days to allow Seller further  
114 time to cure such valid title objections. Failure to act in a timely manner under this section shall constitute a waiver  
115 of Buyer's rights hereunder. Buyer shall have the right to reexamine title prior to Closing and notify Seller at Closing  
116 of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

117 **6. Closing.**

118 **A. Closing Date.** This transaction shall be consummated at the office of  
119 Cleveland Abstract & Title on June 30th, 2021 ✓  
120 (the "Closing Date") or at such other time and place(s) the parties may agree upon in writing.

121 **B. Possession.** Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the  
122 rights of tenants in possession and the Permitted Exceptions.

123 **7. Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer:

- 124 (a) a Closing Statement;
- 125 (b) deed (mark the appropriate deed below)
  - 126  General Warranty Deed                       Special Warranty Deed ✓
  - 127  Quit Claim Deed                                       Other: \_\_\_\_\_
- 128 (c) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to  
129 Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in  
130 the form customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to issue  
131 Buyer the Title Policy with all standard exceptions deleted and subject only to Permitted Exceptions; and
- 132 (d) evidence reasonably satisfactory to Buyer at Closing of all documents/items indicated in Exhibit "C", if any (all  
133 documents to be delivered by Seller under this section, including all documents/items indicated in Exhibit "C" are  
134 collectively "Seller's Closing Documents").

135 **8. Conditions to Closing.**

136 See Special Stipulations. ✓

137  
138  
139  
140  
141  
142  
143  
144  
145  
146

147 **9. Costs.**

148 **A. Seller's Costs.** Seller shall pay all existing loans and/or liens affecting the Property; the cost of recording any title  
149 curative documents, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing  
150 statement termination; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien  
151 payoff/estoppel letters/statement of accounts from any and all associations, property management companies,

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152 mortgage holders or other liens affecting the Property; all deed recording fees; the fees of Seller's counsel and, if  
 153 checked,  all transfer taxes, otherwise Buyer is responsible for transfer taxes.

154 **In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax**  
 155 **Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from**  
 156 **Seller by Buyer's Closing Agent at the time of Closing.** In the event Seller is not subject to FIRPTA, Seller shall be  
 157 required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. *It is*  
 158 *Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax*  
 159 *matters.*

160 **B. Buyer's Costs.** Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's  
 161 inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property  
 162 (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents.)

163 **C. Additional Costs.** In addition to the costs identified above, the following costs shall be paid by the parties hereto as  
 164 indicated below:

165 <u>Item to be Paid</u>	<u>Paid by Seller</u>	<u>Paid by Buyer</u>
166 Survey	<input type="checkbox"/>	<input type="checkbox"/>
167 Title Examination	<input type="checkbox"/>	<input checked="" type="checkbox"/>
168 Premium for Standard Owner's Title Insurance Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
169 Other: <u>Buyers Closing Costs</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
170 Other: <u>Sellers Closing Costs</u>	<input checked="" type="checkbox"/> ✓	<input type="checkbox"/>
171 Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

172 **10. Taxes and Prorations.** Real estate taxes on the Property for the calendar year in which the Closing takes place shall be  
 173 prorated as of 12:01 a.m. local time on the Closing Date. Seller shall be responsible (even after Closing) for paying all  
 174 taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property and  
 175 shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. local time on  
 176 the Closing Date [*Select only those that apply to this transaction; the items not checked do not apply to this Agreement*]:

- 177  Utilities                       Service Contracts                       Tenant Improvement Costs
- 178  Rents                                       Leasing Commissions                       Other: \_\_\_\_\_
- 179  Other: \_\_\_\_\_                       Other: \_\_\_\_\_

180 **11. Greenbelt.** If property is currently classified by the property tax assessor as "Greenbelt" (minimum of 15 acres or  
 181 otherwise qualifies), does the Buyer intend to keep the property in the Greenbelt? (**Select the appropriate boxes below.**  
 182 **Unselected items will not be part of this Agreement**):

- 183  Buyer intends to maintain the property's Greenbelt classification and acknowledges that it is Buyer's  
 184 responsibility to make timely and proper application to insure such status. Buyer's failure to timely and  
 185 properly make application will result in the assessment of rollback taxes for which Buyer shall be obligated to  
 186 pay. Buyer should consult the tax assessor for the county where the property is located prior to making this  
 187 offer to verify that their intended use will qualify for greenbelt classification.
- 188  Buyer does not intend to maintain the property's Greenbelt status and Rollback taxes shall be payable by the  
 189 Seller at time of closing.

190 **12. Representations and Warranties.**

191 **A. Seller's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Seller  
 192 represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to  
 193 convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this  
 194 Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement  
 195 and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also makes the  
 196 additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

197 **B. Buyer's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Buyer  
 198 represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to  
 199 consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing  
 200 this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this  
 201 Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon  
 202 Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

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203 **13. Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller  
 204 and/or Buyer and their brokers (collectively referred to as “Brokers”) are not parties to this Agreement and do not have or  
 205 assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not  
 206 be responsible for any of the following, including but not limited to, those matters which could have been revealed through  
 207 a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the  
 208 Property; for the condition of the Property, any portion thereof, or any item therein; for building products and construction  
 209 techniques; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect  
 210 the Property prior to entering into this Agreement and/or Closing; for the necessity or cost of any repairs to the Property;  
 211 for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or  
 212 cost of utility, sewer, septic, or community amenities; for any proposed or pending condemnation actions involving the  
 213 Property; for acreage or square footage; for applicable boundaries of school districts or other school information; for the  
 214 appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for  
 215 the terms, conditions, and availability of financing; and for the uses and zoning of the Property whether permitted or  
 216 proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have  
 217 not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and  
 218 waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer  
 219 and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the  
 220 Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of  
 221 Buyer’s or Seller’s choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge  
 222 that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in  
 223 publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing  
 224 materials or digital media of which the Broker is not in control.

225 **14. Agency and Brokerage.**

226 **A. Agency.**

- 227 (1) In this Agreement, the term “Broker” shall mean a licensed Tennessee real estate broker or brokerage firm and,  
 228 where the context would indicate, the Broker’s affiliated licensees. No Broker in this transaction shall owe any  
 229 duty to Buyer or Seller greater than what is set forth in their brokerage engagements, the Tennessee Real Estate  
 230 Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.
- 231 (2) A Designated Agent is one who has been assigned by his/her Managing Broker and is working as an agent for the  
 232 Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in his/her company.
- 233 (3) An Agent for the Seller or Buyer is a type of agency in which the licensee’s company is working as an agent for  
 234 the Seller or Buyer and owes primary loyalty to that Seller or Buyer.
- 235 (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer’s  
 236 prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be  
 237 considered a representative or advocate for either party. “Transaction Broker” may be used synonymously with,  
 238 or in lieu of, “Facilitator” as used in any disclosures, forms or agreements. [By law, any licensee or company who  
 239 has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or  
 240 Transaction Broker until such time as an agency agreement is established.]
- 241 (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the  
 242 entire real estate firm represents the client) represents both the Buyer and Seller.
- 243 (6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and that  
 244 Broker’s role is limited to performing ministerial acts for the unrepresented party.

245 **B. Agency Disclosure.**

- 246 (1) The Broker, if any, working with the Seller is identified on the signature page as the “Listing Company”; and said  
 247 Broker is (Select One. The items not selected are not part of this Agreement):
- 248  the Designated Agent for the Seller,
- 249  the agent for the Seller,
- 250  a Facilitator for the Seller, OR
- 251  a dual agent.
- 252 (2) The Broker, if any, working with the Buyer is identified on the signature page as the “Selling Company”, and  
 253 said Broker is (Select One. The items not selected are not part of this Agreement):
- 254  the Designated Agent for the Buyer,

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- 255  the agent for the Buyer,
- 256  a Facilitator for the Buyer, OR
- 257  a dual agent.

258 (3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware  
 259 that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been  
 260 advised that:

- 261 1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could  
 262 be, different or even adverse.
- 263 2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to  
 264 the dual agent, to all parties in the transaction except for information made confidential by request or  
 265 instructions from another client which is not otherwise required to be disclosed by law.
- 266 3. The Buyer and Seller do not have to consent to dual agency, and
- 267 4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read  
 268 and understand their brokerage engagement agreements.
- 269 5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct  
 270 Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information  
 271 which could materially and adversely affect their negotiating position unless otherwise prohibited by  
 272 law.

273 (4) **Material Relationship Disclosure.** *[Required with dual Agency]* The Broker and/or affiliated licensees have no  
 274 material relationship with either client except as follows: N/A. A material  
 275 relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a  
 276 client which would impair their ability to exercise fair judgment relative to another client.

277 Seller Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

278 **C. Brokerage.** Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The  
 279 Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an  
 280 amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and  
 281 acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All  
 282 parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed  
 283 a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right  
 284 to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and  
 285 court costs.

286 **15. Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller  
 287 shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore  
 288 and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage  
 289 will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7) days after  
 290 receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted  
 291 the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but  
 292 not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer may request  
 293 in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm insurance  
 294 coverage and/or payment or assignment of insurance proceeds.

295 **16. Other Provisions.**

296 **A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement  
 297 shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and  
 298 assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of  
 299 this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise,  
 300 or inducement not included in this Agreement shall be binding upon any party hereto. It is hereby agreed by both  
 301 Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to  
 302 bind the Buyer, Seller, or any assignee to any contractual agreement unless specifically authorized in writing within  
 303 this Agreement. Any assignee shall fulfill all the terms and conditions of this Agreement. The parties hereby authorize  
 304 either licensee to insert the time and date of receipt of the notice of acceptance of the final offer. The foregoing time  
 305 and date will be referred to for convenience as the Binding Agreement Date for purposes of establishing performance  
 306 deadlines.

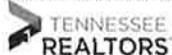
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Q

- 307 **B. Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after  
 308 Closing shall survive the Closing and delivery of the deed, and shall remain binding upon the parties to this Agreement  
 309 and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in  
 310 Exhibit "D" shall survive the Closing for a period of 0 after the date of  
 311 Closing.
- 312 **C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and  
 313 shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 314 **D. Time of Essence.** Time is of the essence in this Agreement.
- 315 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;  
 316 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine  
 317 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to  
 318 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be  
 319 determined by the location of Property. **In the event a performance deadline**, other than the Closing Date (as defined  
 320 herein), Date of Possession (as defined herein), and Offer Expiration Date (as defined herein), occurs on a Saturday,  
 321 Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used  
 322 herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this  
 323 Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).
- 324 **F. Responsibility to Cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver  
 325 such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this  
 326 Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the  
 327 approval of the closing documents by the parties shall constitute their approval of any differences between this  
 328 Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they will correct any documents  
 329 and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or  
 330 omissions, or the result of erroneous information.
- 331 **G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in  
 332 writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission  
 333 (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5)  
 334 Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice  
 335 by the real estate licensee or the Broker assisting a party as a client or customer shall be deemed to be notice to that  
 336 party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.
- 337 **H. Remedies.** In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at  
 338 law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches  
 339 Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest  
 340 Money/Trust Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full  
 341 settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be  
 342 a good faith estimate of Seller's actual damages, which damages are difficult to ascertain. In the event that any party  
 343 hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based  
 344 on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including  
 345 reasonable attorney's fees. The parties hereby agree that all remedies are fair and equitable and neither party will  
 346 assert the lack of mutuality of remedies as a defense in the event of a dispute.
- 347 **I. Equal Opportunity.** This Property is being sold without regard to race, color, creed, sex, religion, handicap, familial  
 348 status, or national origin.
- 349 **J. Termination by Buyer.** In the event that Buyer legally and properly invokes his right to terminate this Agreement  
 350 under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars (\$100.00) to Seller as  
 351 consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged.  
 352 Earnest Money/Trust Money shall be disbursed according to the terms stated herein.
- 353 **K. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for  
 354 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this  
 355 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
- 356 **L. Contract Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any  
 357 party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.
- 358 **17. Method of Execution.** The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal,  
 359 or by transmittal of digital signature as defined by the applicable State or Federal law will be acceptable and may be treated  
 360 as originals and that the final Lot/Land Purchase and Sale Agreement containing all signatures and initials may be executed  
 361 partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by  
 362 the applicable State or Federal law.

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363 **18. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of  
364 this Agreement. If any such exhibit or addendum conflicts with any preceding section, said exhibit or addendum shall  
365 control:

- 366  Exhibit "A" Legal Description
- 367  Exhibit "B" Due Diligence Documents
- 368  Exhibit "C" Addition to Seller's Closing Documents
- 369  Exhibit "D" Seller's Warranties and Representations

370  
371  
372 **19. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:  
373 1. Offer is contingent on approval of Cleveland City School Board and Cleveland City Council. ✓  
374  
375 2. Deed to read: City of Cleveland, TN for the use and benefit of Cleveland City Schools. ✓  
376

382  (Mark box if additional pages are attached.)

383 **20. Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not  
384 countered or accepted by 5:00 o'clock  a.m./  p.m. on the 7th day of May, 2021.

385 **LEGAL DOCUMENTS:** This is an important legal document creating valuable rights and obligations. If you have any  
386 questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is  
387 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

388 **NOTE:** Any provisions of this Agreement which are preceded by a box "□" must be marked to be a part of this  
389 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have  
390 received a copy of this Agreement.

391 Buyer hereby makes this offer.  
392 Dr. Russell Dyer  
393 **BUYER** Cleveland City School Board **BUYER**  
394 **By:** Dr. Russell Dyer **By:** \_\_\_\_\_  
395 **Title:** Director of Cleveland City Schools **Title:** \_\_\_\_\_  
396 **Entity:** \_\_\_\_\_ **Entity:** \_\_\_\_\_  
397 5/6/2021 | 1:19 PM EDT at \_\_\_\_\_ o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
398 **Offer Date** **Offer Date**

399 Seller hereby:  
400  **ACCEPTS** – accepts this offer.  
401  **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).  
402  **REJECTS** this offer and makes no counter offer.  
403  
404 **SELLER** Bank of Cleveland **SELLER**  
405 **By:** T. P. M. J. **By:** \_\_\_\_\_  
406 **Title:** SVP **Title:** \_\_\_\_\_  
407 **Entity:** BANK OF CLEVELAND **Entity:** \_\_\_\_\_  
408 5-6-21 at 2:25 o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
409 **Date** **Date**

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410 Acknowledgment of Receipt. Bryan Richardson hereby acknowledges receipt of the final accepted offer  
411 on 05/24/2021 at 2:47 o'clock  am/  pm, and this shall be referred to as the Binding Agreement Date for  
412 purposes of establishing performance deadlines as set forth in the Agreement.  
413

**For Information Purposes Only:**

Listing Company: Richardson Group/KW Cleveland  
Independent Licensee: Cindi Richardson  
Licensee Email: Richardson@bryanandcindi.com  
Licensee Cellphone No.: 423-280-1442

Selling Company: \_\_\_\_\_  
Independent Licensee: \_\_\_\_\_  
Licensee Email: \_\_\_\_\_  
Licensee Cellphone No.: \_\_\_\_\_

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<b>Cleveland City Board of Education</b>			
Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>School Support Organizations</b>	Descriptor Code: <b>2.404</b>	Issued Date:
		Rescinds:	Issued:

*General*

Only a group or organization that has entered into a written cooperative agreement with the Board may use the name, mascot, or logo of a school or the school district to solicit or raise money, materials, property, securities, services, or other things of value.<sup>1</sup>

A civic organization operating concessions or parking at school-sponsored events is not a school support organization subject to this policy.

**REPORTING AND RECORDS**

The Director of Schools/designee shall annually post a list of organizations that are recognized as school support organizations on the school district’s web site.

Any forms, annual reports, or financial statements submitted shall be open to public inspection as a public record.

**PROCEDURES**

The Director of Schools shall create procedures to oversee the relationship between the Board and any school support organization. These procedures shall include, at a minimum, the following:

1. Any agreement between the Board and a school support organization shall be in writing and signed by the Director of Schools/designee and an authorized agent of the school support organization seeking authorization. This agreement shall contain, at a minimum, the following provisions:
  - a. An agreement to abide by any policies and procedures regarding school support organizations; and
  - b. An agreement to indemnify the Board, the Director of Schools, and all other agents of the school district for the actions of the school support organization.
2. Prior to entering into any agreement, a school support organization shall submit the following to the Director of Schools/designee:<sup>2</sup>

- a. Documentation confirming the school support organization's status as a nonprofit organization, foundation, or a chartered member of a nonprofit organization or foundation;
  - b. A written statement of the goals and objectives of the group or organization;
  - c. The main contact's telephone and address as well as the telephone number, address, and position of each officer of the group or organization; and
  - d. A copy of the school support organization's written policy specifying reasonable procedures for accounting, controlling, and safeguarding any money, materials, property, securities, services, or other things of value collected or disbursed by it.
3. The Director of Schools shall designate a date prior to the beginning of the regular school year for the school support organization to submit a form to the Director of Schools/designee which verifies the information previously provided by the school support organization as correct, or if the information is no longer correct, that date shall be the deadline for any corrections.<sup>3</sup>
4. The school support organization shall abide by all applicable federal, state, and local laws, ordinances, and regulations in its activities.
5. The school support organization shall maintain a copy of its charter, bylaws, minutes, and documentation of its recognition as a nonprofit organization.
6. The school support organization shall maintain financial records for a period of at least four (4) years.
7. The school support organization shall operate within the applicable standards and guidelines set by a related state association, if applicable, and shall not promote, encourage, or acquiesce in any violation of student or team eligibility requirements, conduct codes, or sportsmanship standards.
8. The school support organization's officers shall ensure that school support organization funds are safeguarded and are spent only for purposes related to the stated goals and objectives of the organization.
9. The school support organization shall obtain the approval of the Director of Schools/designee before undertaking any fundraising activity. The Director of Schools/designee shall consider, at a minimum, the following when approving or denying a request by a school support organization to engage in a fundraising activity:<sup>4</sup>
  - a. Whether the fundraising activity, as scheduled, conflicts with the fundraising activity of the school district or an individual school within that district; and
  - b. Whether the fundraising activity is consistent with the goals and mission of the school or school district.

10. The school support organization shall provide access to all books, records, and bank account information for the school support organization to the Board, local school principal, or auditors of the Office of the Comptroller of the Treasury upon request.
11. A school representative cannot act as a treasurer or bookkeeper for a school support organization or be a signatory on the checks for a school support organization. A majority of the voting members of any school support organization board should not be composed of school representatives.<sup>5</sup>

The Director of Schools may enact procedures to suspend or revoke the authorization of any school support organization for failure to abide by the policies and procedures regarding school support organizations.

### **OPERATION OF A SCHOOL BOOKSTORE**

The principal of a school may enter into an agreement with a recognized school support organization for the operation of a bookstore located on school grounds, which makes direct sales to students and staff, pursuant to procedures promulgated by the Director of Schools. These procedures shall provide, at a minimum, the following:

1. One hundred percent (100%) of the profits of the operation of the bookstore are used for support of the school; and
2. The school support organization provides the school with the relevant collection documentation required pursuant to state law.<sup>6</sup>

The Director of Schools may provide such other procedures and forms as necessary.

### **CONCESSIONS AND PARKING**

The principal of a school may agree to allow an authorized school support organization to operate and collect money for a concession stand or parking at a related school academic, arts, athletic, or social event on school property without the prior approval of the Director of Schools/designee. Any money payable to the school pursuant to the agreement with the principal will be considered school support organization funds and not student activity funds if the school support organization provides the school with the relevant collection documentation required by the student activity funds manual produced by the state.

---

#### Legal References

1. TCA 49-2-604(a)
2. TCA 49-2-604(b)(1)
3. TCA 49-2-604(b)(1)(B)
4. TCA 49-2-604(b)(2)
5. TCA 49-2-604(g)

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#### Cross References

Student Activity Funds Management 2.900  
Fundraising Activities 2.601

6. TCA 49-2-110

<b>Cleveland City Board of Education</b>			
Monitoring: <b>Review: Annually, in January</b>	Descriptor Term:  <b>School Support Organizations</b>	Descriptor Code: <b>2.404</b>	Issued Date: <b>10/06/08</b>
		Rescinds:	Issued:

**INTRODUCTION**

~~The Board of Education of the Cleveland City School System has adopted a more restrictive policy for school support organizations than that defined by state law.~~

~~Only a group or organizations that have entered into a "cooperative agreement" with the schools may use the name, mascot or logo of a school or the school district to solicit or raise money, materials, property, securities, services, or other things of value.<sup>1</sup> These groups shall be known as "school support organizations." Cleveland City Schools does not recognize student support organizations as defined by TCA Title 49, Chapter 2, Part 6 Section 603 (4)(A) and (B).~~

~~**REPORTING AND RECORDS**~~

~~The Director or the Director's designee shall post a list of school support organizations that are recognized on the school district's web site. This list shall include name of group, president/chair, and treasurer.~~

~~All school support organizations shall be required to deposit any money raised into the school account under a restricted fund. This money will become part of the "internal school funds" and subject to the same guidelines and audit procedures as other school funds.~~

**PROCEDURES**

The executive board of the school support organization must complete a cooperative agreement with the principal of the school. This agreement must include the following:

- ~~● The executive board of the organization will include the principal of the school or his designee~~
- ~~● The executive board will determine the use of the restricted funds~~
- ~~● Purchases utilizing these funds will use the purchase order procedures used by the school~~
- ~~● All funds in the school accounts will be handled in the normal operating manner, using the school bookkeeper(s)~~
- ~~● The organization shall obtain the approval of the principal, then the Director and Board of Education for all fundraising activities.~~

\_\_\_\_\_  
 \_\_\_\_\_  
 Legal References

~~1. Tenn. Code Ann. § 49-2-601, et seq~~

Cleveland City Schools

Financial Report

April 2021

Balance on hand April 1, 2021	9,596,282.25
<b>RECEIPTS</b>	
City Clerk's Monthly Report	4,615,420.70
Retiree Ins #44160	0.00
Contributions & Gifts #44570	6,918.30
Misc Refund #44170	(15,262.52)
Interest Earned	<u>1,203.35</u>
	<u>14,204,562.08</u>
<b>DISBURSEMENTS</b>	
Instruction	2,186,182.12
Special Education	298,178.37
Vocational Education	132,233.57
Attendance	9,406.80
Health Services	49,320.35
Other Student Support	230,221.07
Regular Instruction Support	136,899.98
Special Education Support	11,470.85
Vocational Education Support	12,567.29
Technology Support	57,366.61
Board of Education	12,604.89
Office of the Superintendent	15,257.54
Office of the Principal	258,580.50
Fiscal Services	28,548.29
Operation of Plant	183,428.43
Maintenance of Plant	68,228.53
Transportation	97,387.98
Food Service	7,256.04
Community Services	0.00
Early Childhood Education	53,147.60
Regular Capital Outlay	104,505.00
Education Debt Service	<u>2,828.00</u>
	3,955,619.81
Retirement withheld not paid	(351,872.09)
Retirement paid	350,033.70
Balance April 30, 2021	<u>10,250,780.66</u>
	<u>14,204,562.08</u>

Respectfully submitted,



Russell Dyer  
Director of Schools

## Personnel Items – May 2021

### Assignments

Wood, Philip, CHS (Assistant Football Coach)

### Transfers

Laing, Leneda, CMS (Principal) to AOB (Supervisor of Secondary Education), effective July 1, 2021

English, Anna Catherine, RO (Assistant) to RO (Administrative Assistant), effective July 26, 2021

Alvarez, Hilda, RO (Assistant) to RO (Teacher), effective July 26, 2021

### Resignations

Johnson, Sarah MA (PT Interventionist) 5/21/2021

Irvine, Kendra RO (PT Interventionist) 5/21/2021

Markham, Lindsay CMS (Assistant) 5/21/2021

Rinaudo, Katie BB (Assistant) 5/21/2021

Johns, Christy CMS (Assistant) 5/21/2021

Matson, Amanda BB (Teacher) 5/21/2021

Dooley, Arianne CHS (SpEd Assistant) 5/21/2021

Osborne, Amanda BB (RTI Facilitator) 5/21/2021

Smith, Barbara ST (PT Interventionist) 5/1/2021

Talley, Leia CHS (Health Science Teacher) 5/21/2021

Jones, Katie BB (Teacher) 5/24/2021

### Leave of Absence

Partlow, Barbara, BB May 13, 2021 through May 26, 2021 (extension)

### Retirements

Thomas, Gail, YA (Assistant) Effective 5/21/2021

Gilbert, Cheryl MA (Teacher) Effective 5/21/2021

# CLEVELAND MIDDLE SCHOOL

May  
2021

## Softball & Track State Champs!

On Friday, May 21, 2021, the hallways of CMS were buzzing with excitement. Students lined up outside their homerooms around 8:00 AM to send our CMS girl's softball and CMS boy's and girl's track and field team off to the state tournaments in Nashville, Tennessee. The teams walked through each grade-level hallway while teachers, students, and parents showed their Raider Spirit by cheering, clapping, displaying posters, yelling, playing music, and doing anything they could to pump up our teams and let them know we were proud of them! It was an exhilarating morning.



It seems that send-off worked because the CMS girl's softball team won the first ever TMSAA middle school state softball championship! CMS softball coach, Erica Rogers was also voted as "Coach of the Year" during their weekend in Nashville. This was the first year that the state of Tennessee held a middle school girl's softball state tournament, and CMS moved their softball season to the spring specifically so they could play in the tournament. Coach Erica Parker said, "The girls and parents all "bought in" to what we wanted to accomplish and how we wanted to accomplish it. Being Coach of the Year was icing on the cake. I'm so ecstatic that we brought home the State trophy and hope that we all made Cleveland proud."



Our CMS boys track and field team won second place overall in the state with one relay group (the 4x100 boys relay team) winning first place in the state for individual events. In fact, we had 5 additional CMS individuals and 2 additional relay teams place in the track and field events!

Of the state competitions, CMS athletic director Scott Carroll said, "Wow! What a day for CMS Athletics! A softball state championship and we had numerous place finishers in girls and boys track! Great job coaches and athletes. This year was a battle with Covid for our athletes and coaches but they persevered to have a fantastic year.



Way to Go Raiders!!!!" We are proud of both of our teams!

## CMS Holds "Catch the Spirit" Day

The CMS PTO helps put on our Catch the Spirit event each year, a day when students get to spend a few hours outside with friends before the summer begins. This fun-filled day is anticipated by teachers and student alike. Students can play sports, dunk their teachers in a dunk tank, race tricycles around the parking lot, get hair and face paint, and feast on Monterrey's Mexican food, concessions, and donuts! 8th grader Sydney Ruis said, "I loved how we all got to be together and since it was outside, we didn't really have to wear masks. It gave us all the feeling of our normal lives before Covid." Teachers also enjoy spending time with their students and colleagues outside of the classroom celebrating the end of the school year!





## Here's What's Happening at CMS

**A Faculty vs. students softball game and kickball game were enjoyed the last week of school.**

**Eighth grader Mary Kate Olinger earned the "Principal's Award" for 2020-2021.**

**Students enjoyed the "Party on the Pitch," our end of the year dance and hangout, on May 13th.**

**CMS Hosted Award Ceremonies for all grade levels for honor roll, perfect attendance, and class awards.**

**CMS students spent a day cleaning up our school and grounds for "service day" on May 20th.**

## 4 Cs Summer Camp at CMS: The Tradition Continues



Cleveland Middle School has a rich history of hosting a fun academic summer camp for students each June. The idea started in 2016 with then assistant principal, Stephanie Pirkle securing grant money to host a camp for struggling CMS students. Each year the camp has grown and added, but the goal has been the same: provide a safe, loving, and academic-rich environment to help our students be successful in the next school year and in their personal lives.

This year, the stakes are higher with new federal mandates and funding, and the reins have moved to Kim Bradford, Kristen Early, and Chad Buckner. This team has worked tirelessly to prepare a summer camp for over 200 6th, 7th, and 8th grade students for the month of June. We have 32 teachers working the camp, and the teachers have built lessons that are engaging, exploratory, and just plain fun. The team has even decorated all of the CMS hallways to make it feel more exciting!

The students are provided bus transportation, meals, and teachers who care about their success both inside and outside the classroom. They are sorted into houses and receive their CCS-issued MacBook the first day of camp. Students spend time each day in team building sessions, academic classes, and working on STEM activities. Students leave camp with friendships, mentorships, memories, and academic skills that will help them both in life and in school!

# School Highlights

For

## Mayfield Elementary – May 2021

### FIELD DAY 2021



We couldn't have asked for better weather for our annual Field Day this year. Students and staff enjoyed the new 'venue' and variety of events. Thank you to Coach Geyer for organizing a great day of fun and friendly competition.



### PERFECT ATTENDANCE PAYS OFF

Bryson Saint and Amarra Trentham will be riding in style on new bicycles that they earned for having perfect attendance the entire year. The bicycles were donated by a supporter of education for the purpose of recognizing and encouraging perfect attendance in school.



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## BOOKWALK



Students and families enjoyed a beautiful Saturday morning while strolling in the park and taking part in a ‘book walk.’ This event took place at Schimmels park where guests walked along the path and read posted portions of a bilingual book entitled “El Perro Con Scombrero.” Along the way, participants stopped to create a sombrero and a fun, physical activity and culminated in students adopting and naming a plush toy dog. It was great to see our families out enjoying an activity together at our first family engagement event of the year.



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## CONGRATS TO MRS. CHERYL GILBERT



Congratulations to Mrs. Cheryl Gilbert upon her retirement from Cleveland City Schools. Mrs. Gilbert has had a full career in education but completed her last 15 years as the music teacher at Mayfield Elementary.

The occasion was celebrated with a reception and Mrs. Gilbert was presented with the words of a favorite song printed on a wall hanging. We wish her the very best as she enters this new phase of life.

# SENIOR WALK



Proud Mayfield alumni returned to grace our halls and reminisce during our annual CHS Senior Walk. The seniors paraded the halls to 'pomp and circumstance' and passed out pencils to adoring elementary fans.



# July 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 Independence Day Holiday	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26 Teacher Work Day	27 Teacher In- Service	28 Convocation & School Level Sessions	29 Teacher In- Service	30 Teacher In- Service	31



# June 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3 Board Meeting 12:00 PM @AOB	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			



# August 2021

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

