

Board of Education Meeting
June 19, 2025 6:00 PM
 Central Services Board Room

1. Call to Order
2. Moment of Silence/Pledge of Allegiance
3. Welcome to Visitors/Acknowledgement of Elected Officials
4. Special Recognition
5. Roll Call
6. Declaration of Conflict
7. *Approval of Regular, Special Called & Budget Minutes
 -5-19-25 Budget
 -5-22-25 Regular
 -5-27-25 Special Called
8. *Approval of Agenda
9. Community Comments
10. Board Member(s) Report from Training(s)
11. Legal Report
12. TLN Report
13. *Director of Schools Search Process
- 13.A. *DOS Selection
- 13.B. *DOS Contract Discussion and Negotiator Appointment
14. Director's Report
- 14.A. *BOE 2025-2026 Meeting Dates
- 14.B. *Consolidated Funding Application
- 14.C. *Approval of Ben Lomand Receiver Box for Internet
- 14.D. *Approval for Acceptance of Funds for Book Bus
- 14.E. *Approval of Roane State Nursing Program Agreement
- 14.F. *Crossroads Academy Proposal
- 14.G. *Approval of School Nutrition Packets
- 14.H. *Request to Accept Grant for CSH
- 14.I. Summer Program Overview
- 14.J. McKinstry Data Assessment
- 14.K. Supplement Discussion
- 14.L. Annual Planning Calendar
- 14.M. FYI
- 14.M.1. Personnel Report
- 14.M.2. Substitute List
- 14.M.3. School News Articles
15. *First and Second Reading of Policies
16. Chief Financial Officer's Report
- 16.A. Monthly Financial Report
- 16.B. Monthly Sales Tax Report
- 16.C. *143 Budget Amendments
17. *Consent Agenda
- 17.A. School Board Reports
- 17.B. *Approval of Overnight and Out-of-State Field Trips
- 17.C. *School Wide Fundraisers

- 17.D. *Approval of Disposal of Surplus Property
- 17.E. *Executive Approval
- 18. Questions from Media
- 19. Adjournment

(* Indicates Board Approval Required)

PRESENT:

VanWinkle

Nichols

Davis

King

Matthews

Cole

Stout

Farley

Bray

ABSENT:

Stull

Hale

The Board of Education met in a Budget Work Session on 5-19-25 at Central Office. King called the meeting to order at approximately 4:05 pm. After the moment of silence and the pledge, King welcomed everyone to the meeting.

After the approval of the agenda, King moved into the budget revisions and turned it over to Farley.

Farley told them when they presented the budget to the county commission we were asking for the 19 million-that is the maintenance of effort and then we also were asking for specific capital projects to be separated and that was over 2.5 million and we were asking for those specific projects and board members you've been given those packets. Farley said things that were original to the school like we were asking for Martin sewer assistance, we were asking for Martin drainage, we were asking for South Cumberland gymnasium floor, we were asking for SMHS track-things that were original to the building, those were the main capital projects that we were asking for. So that left us with a \$4 million deficit and they asked us to please come back and to please look at our budget and see where we could make some cuts. So that is where we are at right now. On April 24th you all voted to put supervisors onto the teacher scale and I just want to clarify for everybody here what that means. So the '24-'25 pay scale is on our website and the pay scale which I am looking from is the assistant principal, principal and systemwide supervisors and you all have heard it said many times and this is why you voted that night to put the teachers all on to one scale. All certified people would be on that one scale so if you look at the proposed salary scale and this is with a 1713 added in for 2025 and I'm just going to go to a doctorate and a systemwide person which would be all of the supervisors. If you look at year 25 and currently from 25 to 30 there's no increase and that salary on the teacher scale is \$81,220 from year 25 to 30 with a doctorate and a systemwide person. And that's the teacher scale. Now if you look at '24-'25 salary scale for the assistant principal, principal and supervisor and you

start at year 25 and again to 30 you have no increase. This is flat pay. The difference of the amount is \$74,463. Now this did not happen overnight. I'm not sure that many of you probably were on the board but this has happened over a few times when we've voted and had budget discussions and the supervisors or the principals or the assistant principals it was decided that they would not be getting a pay increase. So that's why you have such a huge difference in those. And Mr. Matthews I think you were aware of that and you had pointed that out before so any questions on that okay? Farley continued, so the first page of your packet that you were given tonight as you see it has a list, it has all of the schools and it has a number. In our budget our teacher page says that we pay for 360 teachers. Well we've had our allotment meetings as I've told you and as I've told county commission we met with all of our elementary principals and we met with high school principals and we have cut some positions and we have made sure that we are within the classroom ratios that we need to be and we really don't have any additional fluff for classroom teachers; this is the total number of teachers that we need and we currently have which is 360.5. Now be mindful this is just classroom teachers. So at the elementary school that's going to be your K-8 home room teachers. And at the high school that's going to be like your English teachers, your math teachers, science/social studies. Vanwinkle said if you look at the '23-'24-we budgeted \$19,933,000, line 116 for teachers. And this year we're budgeting \$20,249,000. So last year we missed that by 6%. Which is a little over \$1 million that we missed that budget line last year just for teachers.

If you look at that entire page, if you go down to total regular instruction that overall budget just for that area we missed it by \$2.3 million which was 8% based on the numbers that Ms Bray sent us. So we had 31 million total budgeted for that and we spent \$28.8. So that's the fluff that I've been talking about. Farley said If I'm looking at that I'm seeing budget '23-'24 and then actual '23-'24. There's a column that's blank and then it's our estimated actual for '24-'25 so it's two separate years. No Ms Bray sent me I think this might be a separate sheet but she sent me what the actual expenditures were versus what we budgeted for that year. Farley said her current budget was all she had, she said I don't have the information you're discussing. All I have is the estimated actual for '24-'25 and the proposed for '25-'26. Farley said these additional that's built in here these additional teaching...Matthews said that's what I've got-the same thing you've got. The same thing It's 2 million and '22-'23 and it's 3 million and '23-'24 of fluff of what we budgeted and what we actually spent. There's a \$3 million difference that we didn't spend more or less. Farley apologized that she didn't have that document and didn't not know what they were referencing but she said, I can tell you that's why we have met with principals and we have gone over to make sure that we have what we need. This additional three teachers if needed, what that is for is that is if we have a a school that earns a teacher based on their ratios, if they get out of compliance and we have to hire

midyear, we had that at North, if you remember in November you all were made aware of a compliance issue because we could not get anybody that was certified to teach seventh and eighth grade at North. So there was a compliance issue until we could get that resolved. So that's what the three extra teachers are there, we have summer school money, there's lots of things in there. We did get money from summer school and I apologize but I can't, I wasn't here necessarily, and privy to that and know exactly why there was fluff but I can assure you I have looked at this and I've probably driven Ms Bray crazy by me looking at it. Matthews said I understand that it wasn't you that built this but we've kind of been consistently adding extra money in and then not using it you know like according to this it's 2 million two years ago and 3 million last year.

Bray said to keep in mind that when I do this I look at somebody and I say they got a masters and so many years and then I use that cause I don't know whether when these people are in these 360 positions if they're going to have a bachelor's and 5 years, bachelor's and zero-that's an estimate and that's a lot of it cause what I did is I took the list this year and our average educator has an advanced degree and 10 years. They could have a master's, EDS or doctorate. So that's going to be part of it because you have people that are going to make less than that. Of course you also have people that make more. VanWinkle said all I was going to say is so overall in that budget we were 8% difference in what we budgeted and what we actually spent. So if we just drop that to 4% we're still looking at having a cushion of \$1.2 million. We cut the budget by \$1.2 million just by taking that cushion out. I mean that's a start. And then you can look at the the operation of plant and the maintenance of plant both have a cushion built into them as well. Bray said the textbook line and then the software line are actual prices.

VankWinkle said some of those don't have any cushion in them because you know exactly what you're paying. Farley continued on; so the next page that you have is supervisor salaries and this is certified supervisor salaries. So you can see that there's several columns here and we figured different options to arrive at pay and you can see the amount of savings at each one. So let me go through and explain what each one is and then I will take any questions. So we've talked about trying to make sure that we have some other pay scale for supervisors and that's principals, assistant principals and supervisors at central other than the supplement sheet. So Ms Bray has developed a sheet based on your position a daily rate of pay, per day per job and based on your years. Obviously that increases. So the base here is the teacher scale, which you all voted to go to and then the flat-add which you haven't seen what that flat ad is yet but just wanted you to see some suggestions there and what a small savings that would be. So the next is the teacher scale plus percentage. So that's where you voted to move everybody and that is also with the supplement percent that we currently have in place. King said that's a teachers plus 2% and Farley said no that was just a teacher scale. The teacher scale and then their supplement percent that they have now. And you can see

how much that is. Then if you go to the next line that is if you take the supervisor's pay and freeze their supplement where they are right now. They're not on this one. They're not on the teacher scale but they're getting the \$1713 that teachers are required and a step raise if that's applicable to them. You can see the savings there. The last line is if you put them on the teacher scale and you use their '24-'25 supplements and you can see the savings there. And one thing you have to be really cautious about when you start messing with this is to ensure that no one's pay is being decreased and that is not happening in any of these. We have made a little bit of changes to one of the supervisors and Dr Maddox as we know will be retiring so to replace him you're probably not going to have someone to come in that has 36 years experience a doctorate and 20 years admin experience. So I looked at our current supervisors that's listed here and we are adding into the budget someone with 20 years teaching experience, a master's degree and 10 years admin. And I know that's kind of like maybe a stab in the dark but it would probably be more aligned and more realistic than what we have currently.

VanWinkle asked so you said we have to be careful not to decrease it, we just can't decrease the daily rate is that right, we could reduce the number of days that they work? King said It reduces the total. Farley answered that would reduce their total pay if you reduce the number of days that they work. VanWinkle asked, but you can't do that? Bray said yes I mean you can reduce the daily rate as long as the daily rate stays the same. VanWinkle said you can reduce the number of days they work right even if it cuts their pay they're just not working as many days anymore. Stout said so when we voted to go to one scale so we didn't have a supervisor scale and we didn't have the certified teacher scale as two separate scales we voted to go ahead and not not it would not include that 2% raise that we were looking at for the other positions. It was just going to that one pay scale and then you were going to come back with what the what it was going to look like with the daily rate piece. So which one matches that on this sheet? Bray said the teacher scale plus the percentage right in the middle is what's currently in the budget. Farley told them that matches what they voted on, on April 24th. Bray said, correct, that's putting all of them on the teacher scale and figuring their percentage. Stout asked, so the next one, the frozen, means we go back to the two scales? We still stay on one scale. Bray said all these people would just be frozen where they are and then I added the \$1713 that the teachers got and then if they were eligible for a step raise off of the teacher scale I just added that in. Stout asked, so we're not implementing the one aligning them all in one scale? Bray said this is just freezing it and giving them what the teachers would have. Farley told them how they arrived at those numbers; there is what the current is plus \$1713 and then a step if the person qualified. Stout said so that takes out that whole one the one scale. Farley said, correct, It does. Stout said then the next one after that, the teacher scale, plus the '24-'25 supplement puts us on that one scale that we voted on that gives them the daily rate plus the

supplement. Farley and Bray confirmed, yes. Bray said It's just the supplement would be frozen. It would be whatever the supplement was for this year.

Davis asked what's the target of savings that we're trying to achieve by deciding which one of these we would prefer? Farley said I don't know that we have a target other than just trying to cut any fat in the budget that we possibly can. VanWinkle asked, so Ms Stout you referenced 4 million just a minute ago, is that what we're trying to cut is 4 million? Nichols said well that was the county commission and Stout said well and they didn't really say cut so much but they said they want us to come back with a plan of how we're going to cover that 4 million. Where are we going to get that from if we're saying that we're short that? VanWinkle said we're not obligated to give them our plan at this point but we're trying to, is what you're saying. Stout said we are trying to, I think there's a concern that if we're supposed to be building up our reserve but yet we have and we're supposed to be putting a plan in place to do that but yet we still have a 4 million deficit how are we going to cover that and build up the reserve. VanWinkle said we don't have to build up the reserve either. Farley said the hope right now is kind of this-let's get through this this budget, let's get something in place and then I will be happy to try to work with some way that we can build up a reserve and come up with that and maybe I can do that and share that with the board before we go back to the county commission and they can see that we are working to try to build a reserve. VanWinkle said everybody in this room was copied on the email from our board attorney saying that we are not obligated to that 17%. We want to try to get there. I'm not saying that we don't want to but we're not obligated to do that now. Stout said on this sheet that we have here I see below each category that there's a certain amount of savings. Farley said this would go, this would correspond with a supervisor and their page and that's where it's going to reflect the savings. So like one of these supervisors obviously is going to fall under health service, one's going to be a special education, one may be a CTE. So their page is out there and then it tells you the current it tells you with the changes that we have made in the savings. Stout said ok, on the second column the one that we voted on I see that the savings is kind of a few lines below. And it seems to be the same amount as the savings under the third column, frozen adding. Farley said if I'm not mistaken the page 11 12 13 14 and 15, the total savings is that \$64,323. 83. There's not going to be a savings if you do the teacher scale plus the percentage. There's not a savings with that. That's where we are right now. Stout said let's say we were to go that route then we would we would be back next year saying if we're trying to get them all in one scale we'd be facing that next year again. Farley answered, correct, and I don't mean to kick a can down the road but you know we do go back in June to present this, would like to see something prepared well before the deadline. And you know and then begin...VanWinkle said we've made some suggestions that would be well over a million dollars each and this is 64,000. It's just a drop in the bucket compared to what we need to go to. He said

we have support right now to get everybody on the same scale, so why not stick with that and stay with what we said and find some other places to cut.

Farley said I will do obviously whatever you all want to do but I felt that it was my due diligence to come up and give you some options that maybe you all hadn't thought of. She said if I'm understanding you correctly you want to stay at the teacher scale and the percentage? Stout said we would have to come back and change our vote on it so I would say for now let's stay where we are with that.

Farley moved on and said so the next page that you have that is some instructional supply monies that we have taken out of different budgets and these are and I know when you say instructional supplies you think that they directly affect students and in some budget lines they do but in none of these they do. For instance I was in charge of pre-k for years. We had no additional money other than to cover salaries. I came on a Saturday to present at a retreat and the board voted to give pre-k \$10,000 for instructional supplies. What I did with that money the teachers was getting no new supplies for their classrooms like furniture and things like that. So I would take whatever money we didn't use through the year like for curriculum supplements and things like that, take that and divide it by the number of teachers and they could pick out what they wanted for their classrooms. So it's monies like that that we're talking about taking out here. And I get that these are minimum savings but I am trying my best to come up with some savings throughout this budget so people do see and know that we are trying to make some cuts. So if we took out of the preschool and the regular budget we would go from 312 to 295. So that's a small savings, I get it. But there's some cuts.

Davis asked, Mr King , what is your expectation from this meeting today? King said to see if we can find ways that we can reduce the total budget. Davis asked, as our chair do you have any recommendations? King said to go through this package and see where we're at. Davis asked is this a package that you prepared? King said I went through it with Dr. Farley, yes. Davis asked so if we just did every recommended thing on here what would the total that be? Bray said well I think that kind of depends on the option you choose for maintenance. Davis asked how many millions away are we? Farley said roughly. Davis then asked who owns all these buildings? Farley said that would be Cumberland County. Davis asked who maintains them? Farley replied, Cumberland County Schools. Davis asked how much is our maintenance budget? Farley said well that's broken down and you have that...Davis said \$66,295,000.00 and Farley replied correct. Davis then suggested, we can just delete that line item and the owners of the property could maintain their property. Is that a topic of discussion? Stout said well there's been some discussion about maintenance versus capital projects and capital projects being things that would maybe go along with the building ownership and maintenance like painting and things like that would go along with the school maintenance piece. So at the county commission budget meeting the capital projects

were broken out and that's what was requested from the commission. But it wasn't everything because the buses weren't on there and there was some like North that's remodeling that's not maintenance, it's remodeling that would fall under capital projects so really the \$2.5 was less than if you're looking at what capital projects would be. VanWinkle said so total maintenance of plant we're proposing 4.432 million is what we're proposing for maintenance of plant. Operation of plant is 5.668 million. VanWinkle told them last year we budgeted 5.1 million and we spent 3.8 million which is a 25% miss on how much we spent versus how much we budgeted. Bray told them they did roll a couple of big projects to next year which was about 1.5 of that. Davis said, you remind us why we did that. Bray said just couldn't get it done, those are things that have to be bid out and they have to go through the architect, nothing small that we can handle. Those are architectural projects. VanWinkle asked, those are capital projects right so those are things that we could take out of the budget and do one off votes? Bray responded with yes sir that's why I added and made you a list. VanWinkle replied okay well I think that's if we're going to make big cuts we're going to do it. Farley said I did ask her what would the total maintenance budget and that's going to be page 22 and 23 what would that look like if you removed 500,000, if you removed 300,000, and if you removed 250,000 and I understand all of what's going on but I've been a principal in a building and I was a principal in a building that had major sewer issues and I was always appreciative when I would see maintenance coming or someone coming with something to take care of my septic problems. So you know just saying there but you can see that we have made some cuts there and you can see the total if we remove the 500, if we remove the 300, and the 250 and that will be reflected later on back here in savings as well. Davis said It's just an inconvenient time I suppose for us to be tasked with the concept of increasing teacher salaries, by state mandate, giving \$7,500 away in the event that all kids want to go to the voucher program in one of the highest inflationary periods that we just saw in the last 5-10 years and then we're asked to also create a new savings account that we don't profit from or reap the benefit of. So it's like okay we got maintenance of effort plus a recommendation that we have this in excess of 17% for reasons unknown that's to our benefit as to how I'm not sure all I know is that we're talking about cutting teacher salaries at this point trying to figure out how we're going to continue to do the same business with less resources. I don't see that being fiscally responsible but if you're maintaining something that you don't own then I guess we got our budget operations backwards is the way I see it. Stout replied, well the two big buckets are compensation right and capital projects so that's where the biggest savings are. I think everybody appreciates the fact that we're tightening up. And you know we're cutting where there's fluff if we don't need it you know we need to be efficient and effective with how we're using our resources and transparent, we need to make sure safety, security, and education's at the top of the list for where our money's

going. So I think we've all agreed that we don't want to or cannot afford to cut in those areas that and have our kids going to buildings that don't have alarms that are working and so forth but I do believe that this long road that's gotten us here is we've had to at least in my understanding for the time I've been on the board we've had to continuously tap in to our general fund and the extra funds that we have in order to do the capital projects and to do the maintenance. And now that we've gotten to the point where we have these stipulated mandated raises that have to be given that's kind of the straw that broke the camel's back. We can't keep pulling because now that money is being used for the mandated raises. So we're at that breaking point. But those are the two buckets so where do we look for in those buckets and if we can't cut anything because it's safety, security and education then how do our partners help us with that, how can the county help with that. Although we've got some cuts outlined here that could be helpful, I mean we're looking at the max, just a little over half a million dollars. Farley said and I get that but again all of the cuts that I made were considered carefully. And there was some stuff that we had just put in there or was just wanting to put in there for one reason or another and so have taken some of that back out. Stout replied so if we were to look at a version of this and add it to that 4% that Scott was mentioning that we were building adding the extra fluff in, if that truly is what it is then we're looking about 2 million so we're closing the half the the gap there. VanWinkle said and if you just I mean so you're going to have to tighten the belt obviously because you've got that cushion built in normally that you can fall back on, well cut it in half, you're basically looking at just making sure that you don't overspend. Stout said but then the rest of it would have to it would be basically in capital projects that would need to go over to the commission for consideration. Davis said because we were 30% I mean of of maintenance budget spent through 3/4 of the way through the year....Bray spoke up and said it's going to get real tight because the roof and then we're putting out to bid the two fire alarms. So you're talking right there probably about \$2 million out of that line, it's going to hit real quick, real fast. King said a lot of those are things have to be done when there's no students. Davis said there's no doubt that there's some good planning done there, that wasn't a jab there. It's just most likely the same reason we didn't get the things done the years before in that same line item will fall into that same category. We won't be able to get a few things done because the timing of it and then obviously we'll be in the new fiscal year and it's just going to roll over and be inevitable so there's some monies that'll be left unaccounted for when it comes time to pay the bill that will be rolled over that we could potentially utilize as well. I think that's what we've probably shown, that's our track record. Stout said maybe the bids come in a little less like the roof. Bray said Well the roof we saved about \$18,000 but I know that we'll have the roof cause I have that in hand and then the fire alarms will go out next week. It'll be advertised. So I know we'll

have those three things that'll come out of this year. VanWinkle said can you cover that a little bit there's half a million there on one line but just what your thoughts were on That. Farley replied the first page and what was presented to the county commission minus the tennis courts. And we did have the buses on there you know just if they wanted to to be kind and throw us a bone and buy four new additional buses we did have that on there. Stout said I do want to clarify that that's not extra buses, that's not buses that we want , those are buses that were required. Farley added that would be in our rotation, correct. Yes but you know just if they wanted to be kind and purchase those four buses we would gladly take those. Stout asked and that falls under capital? Farley said well we had that in there yes and it was on the main capital page, yes. Bray said but they sit on the transportation page, let's be clear, they're not on the maintenance page. Farley moved on to the maintenance rotation; again going back to my days as a principal, if we can keep this this would be fabulous, because you come to get used to that when your driveway gets bad and it needs to be repaved or your gym floor needs to be refinished that's that rotation there. And you see what the cost of all of those items are, the location and what we are looking at doing. So Mr VanWinkle I think what you're talking about is this general maintenance page. VanWinkle replied, yeah this one that the capital. Farley said that's the capital that was presented to the Courthouse. VanWinkle said I was looking at the total page that we were talking about and you had 500,000 in one column 300 and 250. Farley told him, when we were looking at cuts I asked Ms Bray please just go in and make this amount of dollar cuts. And we did not, we've not had the time because this came about from last Thursday. I don't know where that \$500,000 would cut from I don't know where the \$300,000 would cut from, I know those pages somewhere but we weren't specific on that, just dollar amounts. VanWinkle said okay I gotcha. Bray said the rotation plan traditionally where it's come from. VanWinkle said so we just don't do the floor...bray said and we don't re-pave the parking lot. You know that kind of thing. They don't get their parking lot lights or instead of getting 75,000 in flooring they get 50. Davis said we could just cut that right now, just cut it out. VanWinkle followed with yeah and if we want to do that then we can vote on it and ask to take it out of the fund balance, we can send it over one at a time. Bray said whatever you folks prefer. Davis replied, I would prefer we had county taxes high enough to where we could afford to educate our students and not have to cut, have conversations about reducing teacher salaries and are we going to do without every time we have a budget conversation. Stout said reducing teacher salaries isn't an option under our mandate. Davis said agreed but we're flirting the first proposal that we encountered today was talking about which of these four different salaries -I guess let me clarify pay we're talking about what we can afford to pay, instead of worrying about how low our taxes are let's focus on how much our kids are going to

actually improve in our area instead of how many retirees are going to move in for free. That would be a key element if we're going to actually negotiate in our budget, let's negotiate, like how do we make a difference for the better as opposed to continue to beat down the people that live here and are trying to raise families here.

Stout said, what you're suggesting is a long-term plan for the county which is definitely something that we need to work on. Davis said and maybe when they have these budget items back in their pocketbook they'll have to make some decisions upon themselves cause we're non revenue generating as a school system. So we don't need to be dealing with things that cost money that are non round numbers that aren't state mandated so we're trying to hit a moving target every time we're in a budget conversation. VanWinkle said right we're maximizing our classrooms and we have a Director that has told us we need all of these positions so we've got to pay for that. So if we can't pay for that, how are we going to pay for buildings too? I get where you're going with that. Stout said we've got about 17% left in our budget above what we're paying compensation, our compensation packages. At least 17% for everything else. VanWinkle said Yeah which means all that goes in the fund balance now if we have to have 17% in the fund balance. Farley responded because approximately 83% of our budget is benefits for employees. VanWinkle said so basically what we're saying is we need to put everything over compensation packages into the fund balance and ask for it one at a time. Davis said correct because if we can't afford it, we can't afford it. I mean if we don't have if we don't have it we don't have it. So we don't need to be like there's non-negotiables like we can't do anything with all of these maintained buildings if there's not people and children in them to utilize the space. So our primary focus as a body is to educate. So let's focus on spending our money there and what other bodies want to focus on keeping up with their property allow them to do so. We're running a race we can't finish. Nichols said we have to figure something out because these schools are going to fall apart and we're going to have to close them. And then what do we do with the kids that are in them, what do we do with the teachers that are in them. VanWinkle said so we get quotes on it. We vote hey we need to do this and we send it over to the county commission to vote on taking it out of the fund balance. And if they don't want to fix it we'll have to shut it down. I mean that's where I'm leaning on this is let's pay for what we need to educate our children. And if the buildings need working on we can vote, we can get prices, we can do what we've always done. Send it over, vote on it, send it over. Nichols said I mean I just can't believe we've hardly had a fire alarm, that just floors me. Farley said the last page in your packet here is the classified analysis. I was asked to prepare this. I know that on April 24th you voted to give the classified less than 260 days a 10% raise. So here is that amount with your taxes and your retirement. If that was cut to a 6% you have your savings between the 10% and the 6%. If that was cut to 3% you have your savings there. So I was asked to prepare that and I did. So that is your packet. And again

I realize that everything that I have cut does appear to be kind of small but just trying to show that I truly am looking at every item on this budget now Mr VanWinkle we will go back and look between now and Thursday and look at some additional cuts and some fluff and see what we can cut. VanWinkle said I don't know if there's fluff in there or not. I'm basing that on previous years so we've been over the last two years, we've been over 15%. Well I got the total down at the bottom for everything that we've been over. Farley said, so we can definitely look at that based on...VanWinkle said it was 14.9 in '22-'23 and 14% last year. Farley told him, we can definitely look at that. Stout said to Farley-I think you've done due diligence in cutting here and there in order to try to come to the table with areas where we can do that. Farley said like I said I know some of it's piddly like the student information person cutting them back down their 20 days. I know that the principals had asked for 10 additional days for their secretaries, if we cut that down to five that's meeting everybody in the middle. You know that that's cutting five days but then that's giving the principals five days that they don't have. So to me that's a meet in the middle. VanWinkle said there's been some things added too that you could that I guess I could ask if you could look at. I don't know how much it'll save but. So I know we added five additional days to assistant principals at the high school last year. Is that something that we could look at going back to 210? I know we've cut one of the high school principal's back to 220. Farley said that was at their request. VanWinkle asked -anybody else requesting that, yeah I have a few here and there that would request to go back to 220. VanWinkle said well how much would that help with the ones that want to do that and is it feasible to do that, can you can you get the work done I guess is the next question?

Farley told them, In all honesty that is a huge concern that I have of anybody in this office that wants to go back to 220. Yeah that that's a concern I have. VanWinkle said, Just a thought and then I know that our student count is down at the high schools quite a bit. Do we still have the need for three assistant principals at each high school? I know we're under a thousand students. So is that something that you could look at and see how much that would save? Nichols said well can't we send a couple of them to the other schools that are hurting? Homestead? VanWinkle said exactly that's what I was getting at. So I know we've got that in the budget to add those. Stout said instead of adding staff, just reallocate staff. Davis said I mean any business unit looks at what you put on page one and try to figure out where you can consolidate. If you look at what if we were to map this out by dollars spent per pupil, per building, I would say it's pretty glaring at a couple of the areas-Phoenix with 12 teachers, correct? Farley said now mind you that's classroom teacher you know content. Davis said and then Pine View with 10. So in what way could we potentially consolidate efforts, I know we've talked about middle schools, we're in the process of next steps essentially with how these middle

schools can help alleviate pressure, consolidate. I mean that's being good stewards of money. I would imagine there could be some consolidation done with those low hanging...I guess there's just not a lot of participation, the goal with Phoenix should be and I'll paraphrase this. I mean if we're going to be rehabilitative-that school shouldn't continue to grow in size; if we're as a community helpful that school should shrink. King said not the alternative school. Davis said It is indeed the alternative school and Phoenix High School. I mean it's a lot of things, I'm just saying like if we were if things were better in a perfect world we wouldn't have...Nichols said Yeah If we could fix our parenting that may shoot way down. Davis replied a lot of factors, a lot of factors. He also asked how far away are we from that, I mean looking at our budget I guess that's the question, like how do we put a dollar figure on I know we answered questions based on you know survey questions. Do we believe that this would be the correct footprint if we consolidate or do we construct a dollar figure- wise we got to send that out to somebody other than ourselves to come up with some feasibility that's got some dollar bills attached to which of those two projects. Stout so our at our work session last week we talked about when we get close to bringing the new DOS on moving forward with an internal group that's going to put some figures and numbers together and then moving forward with putting a stakeholder committee together that would make some decisions; getting past budget and getting past hiring the new DOS and then getting rolling on that. Davis said I get it, obviously we're at a crunch right- already feel the crunch of the math right now so maybe that could be some good ammunition for going into that next budget phase, that we've got a plan to save some dollars by consolidating efforts. Stout said possible future redistricting and some changes regarding resources. Davis said and I know we got a huge county.

Nichols then asked why Phoenix did not have a kitchen and why they had to prepare food elsewhere and transport it. Farley explained that when it was originally built, it was not built to accommodate the amount of students it houses now and the food was supposed to come from CCHS due to the close proximity. She did tell them that the district does meet food service standards and do well on the inspection still wherever we are. VanWinkle moved back to the budget and said-as far as the salary scale goes that you talked about the one that I sent Ms Bray that was I think 1.1 million by not doing the 1713 and doing the salary changes...Stout broke in and said yeah we're looking at tightening up the gaps and the steps in that because we know we have to hit the starting salary and we know we have to hit it what-year 1, year six, that we have to do on up the line but I know we were looking at kind of tightening those areas up on that scale. VanWinkle said 1.1 million and I don't know if we have to visit the MOU for that or not-I know we do for the insurance but we may not have to visit it for the salary scale. He went on to say that that's going to correct some things that need to be corrected and save money so it might be something that we need to go to the table on if we can do

that between now and the commission meeting. He continued I mean that's a huge chunk. Farley said so we have and I can get with Ms Timson, so just just throwing it out here, I don't think that we're going to have anything that we're going to be ready to vote on tonight so we have another budget meeting scheduled for the 27th. She asked, do you want us to meet between then? Stout said she thinks the board needed to see what that would look like and was that even a road worth traveling down. VanWinkle said the proposal was to balance the payscale and were trying to bring those closer together. Farley said I'm sure that everyone here has received those but if we have those we could send those back out and you could have A and B and you could look at it and that may be something we could add to the agenda for Thursday for you all to look at and get your approval before we meet with CCEA. Are you all good with that? Bray said she had one suggestion-don't talk about insurance till we know actually what is going. Farley said all we're talking about is salary scale only. Stout replied if I remember correctly that aligns us more with where we want to go forward with the scale as well, what we're trying to achieve long term. Farley said her next steps are to look at these things that have been discussed which is look to cut to 4%, look at the five additional days for the high school AP's, look at cutting an AP at each high school, look at the salary scale, get that emailed out to you, add that to the agenda then get with the union and have a meeting before the 27th which is when we come back to meet again.

Stout said just as a little caveat to the looking at the need for the third VP at the high schools that wouldn't be necessarily cutting but it would be reallocating so if there's no longer a need for the third one at the high school we'd be reallocating it to another school in the system for the positions we added into the budget for this year. It's reallocating a resource based on where the need is. VanWinkle said that's another one of those I think that was added with a grant because we had so many students and then we decided to keep it and now we have fewer students. Davis replied not to say that none of this is relevant but if we're going to make one line item and I don't know if it's popular I don't really care if we're going to make a difference in the category that they're asking us to make a difference is it involves six zeros, two commas and a digit greater than five. So talking about moving person from A to school B or 60,000 or 100,000 doesn't even matter. So legitimately going to do what we're asked to do it's going to involve removing capital projects or it's going to involve removing maintenance. Stout said well those are the big bucket things but also in good faith we need to be tightening up. Vanwinkle told them the salary scale was like 1.1 million. Davis said we could spend \$100 to save five nickels or we can just repurpose the intent of the goal. Like I don't know why we're trying to hang on to a budget that we clearly can't maintain. And if somebody wants to be responsible for it then they can be responsible for it. Stout said a lot of the stuff we're looking at we're just looking at I don't want everybody freaking out in the wild, wild world. We're just trying to figure out where we can...Davis spoke up and

said for the record I want to be the most...I want to have the highest number of graduates with the best test scores with the lowest class sizes with the highest paid teachers. And if that's the only thing that we can affect then that's the only thing we need to be focused on and we can go to the wish list and ask for things that we need and that body can make the decision and they can answer for it.

Nichols said if it is Cumberland County Schools then it's all of us as stakeholders maintaining this. But the fact that somehow it became the board of ed's job to take care of 12 schools and maintain them and then pay all these teachers and do everything that we're supposed to be doing, that's a huge weight. It's a huge responsibility and we just don't have the money to do it and then we have a salary increase that we have to do, then we've got this to do and then we got this to do and we have people walking around the dadgone building because the fire alarm's not working. I mean this is just not acceptable. Our kids should go to a school with clean bathrooms and nice looking bathrooms. But if we can't provide that I mean yes the education is number one but they shouldn't go to school looking like they're in the hood. VanWinkle told them the BEP formula actually had capital money in it and the TISA formula does not so I think that's part of the issue that's happening to us now. Stout asked if anyone knew if the legislation that was proposing \$25 per student for building and grounds had went through. Farley said she had not heard.

Davis had more questions regarding budget. He said in our capital projects line I noticed that we had voted earlier in the year to discuss the field renovation at Stone Memorial High School. Farley told him that that was in the email you got today; in that email that you received this morning the bid openings for Brown roof came in last Tuesday, that has been awarded and we are currently looking at the legalities of the Stone bid that was open Thursday; but we've ran into some stuff and we're having to look at the legality side of that so before we can discuss that in a public meeting we'll have to get some stuff cleared up. Davis asked How long do you anticipate that conversation. Farley said we were made aware of this last Friday after the bid was opened on Thursday and we have already shared that concern and I think it's already gone to legal counsel. So I'm hoping by Thursday at the meeting we will have an answer and we can share the information then. Davis asked is that a conversation we can have-are you talking about Mr McCarty our legal? Farley said no this is legal with finance, county finance. Davis said I guess my big question is...Farley said I understand the urgency of this and getting it ready to go and I promise soon because I know it is 81 days until they play their first game on it. I will do everything in my power to get it but we still once the bids are awarded we still have to go through county finance for them to approve us to accept the bid but I promise as quick as that happens I'll try to get it. Davis said, No , I understand; this topic was last November and no disrespect to you whatsoever. I'm just saying this topic was last August. The issue was in August. We identified it, we hit

it and we did zero with it and then when we brought it up we collectively voted that we were going to take that to bid to get back within the time frame to get that back within the time frame and for whatever reason we missed that time frame. We've never held anybody including ourselves accountable for that so I'm not sure exactly why that's acceptable as a board or an organization. Stout said I guess I'm a little bit confused because Ms Bray you've given us an update on some of the things that have been done out there on the field so there's been work undergoing; there's been repair work that's been being done. Davis said that's all good but that's not what we asked for. Stout said again, I guess I'm just a little confused on what it was that we...VanWinkle broke in and said we voted to get a bid on it and I think Kim Chamberlin came in and gave us a budgetary quote but we never had a bid on actually fixing the field. Davis replied and that's what I'm asking cause I see the track piece is here and the tennis courts are here but the football field piece is not here. So at what point did we decide that that was the only thing of the entire project that we weren't going to work on. Bray said well we put the field out to bid to have the sod replaced. We've taken care of the drainage and we've done some of that but we were going to get that cause that was something that could be done quickly before the school year was up. But I do have two bids in hand, we had two bidders and that was all we had and I have those in hand. VanWinkle asked and that's for sod, that's to repair the field? Bray replied that's to repair the field. VanWinkle continued, we did vote when we sent the budget over, I made a motion to add the field into that and it failed. Farley said, but I think in the meantime we've had a fix, a different fix other than going all out to do what Mr. VanWinkle said. So that's what we currently have the bids on. Davis replied, okay, okay. Stout said so it was my understanding that it was in process based on the updates we've been getting. So it would be ready for football practice and play. Bray said I have two in hand okay. Davis asked and then what about the athletic director position? Farley answered well currently to that page on the budget it would add \$110,000 Davis asked so it is indeed on the current submission? Farley said it says on the bottom of that page that if the athletic director is added that would be an additional \$110,000. VanWinkle said we voted on that budget- it was an "if" statement. Farley said an add-on, right It was not included in the budget, no. Stout said and we talked about that when we talked about the adding of positions. Vanwinkle said I thought it was on the budget. Farley said on page 9 of student body education, it says to add full-time AD would be an additional \$110,000 and already on that page it is \$752,084 that's budgeted for next year. Davis said and that is without that position, correct and Farley answered correct. Davis concluded that was all he had. King asked for any other questions and comments.

King adjourned the meeting at approximately 5:20 pm.

Board of Education
May 22, 2025 6:00 PM
Central Services Board Room

The Cumberland County Board of Education met in a regular session on Thursday, May 22nd, in the Central Services Board Room, where the meeting was called to order by Vice Chair Stout at the approximate hour of 6:00 pm. Stout welcomed everyone to the meeting and appreciated everyone for attending.

BOARD MEMBERS:

Mr. Travis Cole: Present

Mr. Nick Davis: Present

Ms. Anita Hale: Present

Mr. Chris King: Present

Mr. Jon Matthews: Absent

Ms. Sheri Nichols: Present

Ms. Shannon Stout: Present

Ms. Elizabeth Stull: Absent

Mr. Scott VanWinkle: Present

Mr. Jon Matthews: Present

1. Call to Order

Shannon Stout called the meeting to order at approximately 6:00 p.m.

2. Moment of Silence/Pledge of Allegiance

[-Trevor Thompson-SMHS](#)

Shannon Stout: We'll go ahead and start with our moment of silence and the Pledge of Allegiance.

(All stand for a moment of silence)

Becky Farley: At this time, I would like to introduce Trevor Thompson, who is a sophomore at Stone Memorial High School. He will be leading our pledge today. Trevor recently won first place in the indoor IBO World Archery Championship. In first place in the NASP, Bullseye Eastern National archery competition.

(Trevor leads all in the Pledge)

3. Welcome to Visitors/Acknowledgment of Elected Officials

25 Shannon Stout: OK, I'd like to welcome our visitors and our elected officials I see a couple of our
26 Commissioners in the audience out there, Miss Mall and Mr. Patterson, thank you for joining us and.

27 Becky Farley: Mr. Lowe.

28 Shannon Stout: Oh hello Mr. Lowe thanks for joining us tonight.

29 4. Special Recognition
30 Student Representatives
31 Marleigh Gargac-CCHS
32 Logan Weir-Phoenix
33 Hayden Houston-SMHS

34 Becky Farley: Do you want to go ahead and do the student representatives?

35 Shannon Stout: Oh sure, I can do that. So we have Marleigh Gargac from CCHS and Logan Weir from
36 Phoenix and Hayden Houston from SMHS.

37 (Applause)

38 Shannon Stout: Thank you for joining us tonight and just a shout out for Hayden Houston, who
39 received the distinguished tennessean award. Which is a full tuition scholarship to the University of
40 Tennessee of Knoxville.

41 (Applause)

42 Shannon Stout: There's only one student that's selected per county, so it is a huge honor.

43 Sheri Nichols: Congratulations.

44 Becky Farley: Congratulations, Houston.

45 Sheri Nichols: That's awesome.

46 4.A. Zach Sapp-CCHS
47 Abby Grace Lowe-CCHS
48 Dr. Emmy McCoy-CCHS
49 Mr. Kevin Lewis-Brown Elementary
50 North Cumberland-STEAM Designation
51 Pine View-STEAM Designation

53 (Exhibit #1)

54 Becky Farley: So next is special recognition. The CCHS band would like to recognize Zach Sapp
55 for his musical accomplishments.

56 Sheri Nicholes: Yes.

57 Becky Farley: During his time at CCHS, Zach has earned a spot in East Tennessee state band and
58 Orchestra association, all east honor band three years in a row.

59 Sheri Nichols: You're awesome. I love watching you.

60 Becky Farley: This is an audition based ensemble where students will compete against other
61 students across East Tennessee for a spot. His sophomore and junior years Zach earned the second
62 highest score and served as the assistant principal tuba this year as a senior. Zach auditioned on
63 three instruments Tuba, euphonium, and trombone. Zach had the highest audition score of, on the
64 tuba and scored high enough on the trombone to earn a spot in the clinic, as well. As a senior Zach
65 served as the principal euphonium of all East Tennessee honor band, and of course you had to do
66 that more than any other instrument. Tuba, I could say that easy.

67 (Laughter)

68 Becky Farley: Furthermore, because Zach serves as an assistant principal tuba for two years and a
69 principal euphonium for one year in the all east honor band, he was selected to participate in the
70 Tennessee Music Educators Association, all state honor band for three consecutive years. This is a
71 prestigious honor as this symbolized that he is among some of the best musicians on his instrument
72 in the state of Tennessee. Not only is Zach an accomplished musician, but he is also an
73 accomplished student as well, scoring a 34 on the ACT and graduating summa cum laude. Zach will
74 be attending MTSU in the fall, where he will be studying music education. Please help me in
75 recognizing Zach on his many accomplishments.

76 (Applause)

77 Becky Farley: And remember to come back to Cumberland County in four years.

78 (Laughter)

79 Becky Farley: Next, we would like to recognize Abby Grace Lowe. Abby, if you'll come on up.
80 Abby Grace is a junior at CCHS and she has served as the family and career and community
81 leaders of America, FCCLA, vice president of community service and public relations for the state
82 of Tennessee. The President of the CCHS chapter of FCCLA, as well as treasurer of the Beta Club.
83 She most recently just in March, earned the title of FCCLA President for the state of Tennessee.
84 Congratulations on this honor.

85 (Applause)

86 Becky Farley: Dr. McCoy, if you would come up. Cumberland County School District proudly
87 congratulates Dr. Amy McCoy on being awarded her doctorate in leadership with the a K12
88 District focus from Topeka Nazarene College. Her degree was officially confirmed on May 3rd,
89 2025, way to go, Dr. McCoy and congratulations on this accomplishment.

90 (Applause)

91 Becky Farley: OK, at this time, I would like to recognize a couple of schools that have just earned
92 their STEAM designation. So let me read you the description and then we will recognize those
93 schools. Tennessee STEAM and STEM designated schools leverages practice that support students
94 with stem learning experiences defined by rigorous academic standards and aligned performance
95 based assessments that open doors for opportunities. This model ensures communities work
96 together with schools to design learning that promotes what students need to know for the world
97 today and offers high quality experiences, opportunities and structure for the world of tomorrow.
98 From the data collected teachers at STEM and STEAM designated schools benefit from additional
99 resources, professional development and extended collaboration. Teachers growth mindsets is
100 developed and pushed in new ways because of the new experiences provided. Specifically,
101 professional development, community partnerships and resources for teachers to explore are the

102 most credited aspects that help teachers, along with strong support from their administrators,
103 teachers employed at STEM and STEAM designated schools review curriculum integration as a
104 valuable tool in their pedagogical toolkit. This designation process encourages schools to form
105 committees and strong teams among faculty, which in turn urge teachers to work together more
106 across disciplines. School resources increase and are used to create more collaborative spaces, like
107 high tech libraries, simulation centers and learning labs where teachers collaborate and learn from
108 one another. I had the opportunity to go when these schools were recognized. I think they are 2 of
109 144 schools across the state that are STEM or STEAM designated. At this time I would like to
110 recognize the members from the Pine View STEAM committee.

111 (Applause)

112 Becky Farley: And at this time the North Cumberland STEAM committee members.

113 (Applause)

114 Becky Farley: So I just want to say that right now tonight there's lots of schools at the elementary
115 level that's doing recognition programs. So there's people that are at those places instead of being
116 here.

117 5. Roll Call

118 Shannon Stout: Madam secretary roll call please.

119 Diane McCartney: Miss Stull?

120 (Silence)

121 Diane McCartney: Mr. VanWinkle?

122 Scott VanWinkle: Here.

123 Diane McCartney: Miss Nichols?

124 Sheri Nichols: Here.

125 Diane McCartney: Miss Stout?

126 Shannon Stout: Here.

127 Diane McCartney: Miss Hale?

128 Anita Hale: Here.

129 Diane McCartney: Mr. Davis?

130 Nick Davis: Here.

131 Diane McCartney: Mr. Matthews?

132 (Silence)

133 Diane McCartney: Mr. Cole?

134 Travis Cole: Here.

135 Diane McCartney: Mr. King?

136 (Silence)

137 Diane McCartney: Let the record show that Stull, King, and Matthews are not in attendance at this
138 time.

139 6. Declaration of Conflict

140 Shannon Stout: All right, so next on the agenda, the declaration of conflict per TCA 49-2-202 Board of
141 Education members who have relatives per the state, per the statute, relative means spouse, parent,
142 parent in law, child son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, uncle, aunt,
143 nephew, niece or any person who resides in the same household as you employed by the system are
144 asked to raise your hands to identify yourself.

145 (Cole and VanWinkle raise their hands)

146 Shannon Stout: Do you certify that the votes that you make tonight will be in the best interest of the
147 school system, regardless of the effect that your vote may have upon the employment of your relative or
148 relatives.

149 Travis Cole: Yes.

150 Scott VanWinkle: Yes.

151 Shannon Stout: All right. Thank you.

152 7. *Approval of Minutes
153 -4-24-25 Board Meeting
154 -4-15-25 Budget Meeting
155 -4-17-25 Budget Meeting
156 -4-24-25 Work Session
157 (Exhibit #2)

158 Shannon Stout: OK. Next on the agenda. And we'll go ahead and vote on this officially in the board
159 meeting. I know we took a vote in the work session as well, but I believe we have an additional set of
160 notes added. The 4/24 board meeting notes along with the two budget meetings we've had and our work
161 session meeting. So I'll entertain a motion to go ahead and approve the minutes.

162 Travis Cole: I move to approve.

163 Scott VanWinkle: Second.

164 Shannon Stout: Any discussion?

165 (Silence)

166 Shannon Stout: All right, all in favor say aye.

167 All board members: Aye.

168 Motion to approve of minutes.

VOICE VOTE: (mover-yes) Cole

(seconder-yes) VanWinkle

Yes: 6, No: 0, Pass: 2

MOTION: Motion Carried

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177 8. *Approval of Agenda

178 (Exhibit #3)

179 Shannon Stout: And approval of the agenda for this evening. Entertain a motion.

180 Sheri Nichols: I'll move to approve.

181 Travis Cole: Second.

182 Shannon Stout: Any discussion?

183 (Silence)

184 Shannon Stout: Those in favor say aye.

185 All board members: Aye.

186 Shannon Stout: Any opposed?

187 (Silence)

188 Motion to approve the agenda.

VOICE VOTE: (mover-yes) Nichols

(seconder-yes) Cole

Yes: 6, No: 0, Pass: 2

MOTION: Motion Carried

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198 9. Community Comments

199 Shannon Stout: OK. Community comments Miss Diane informed me that she had three community
200 comment sheets out on the table out there. Two were still there when we went to start the meeting. One
201 was missing. We don't have anybody who signed up on the two that were remaining. So I just want to
202 make sure that nobody signed up and picked up the sheet with them that we're unaware. OK. All righty.
203 So, no community comments.

204 10. Board Member(s) Report from Training(s)

205
206 Shannon Stout: Board member report from training.

207 Sheri Nichols: Nothing.

208 Travis Cole: I took a virtual training this past Tuesday about the importance of the rate relationship
209 between the board and the Superintendent, and they went over details of creating fair contracts for both
210 parties and it was a beneficial webinar.

211 Shannon Stout: Great, good timing on that too with what we have going on and I attended one of the
212 virtual camp TSBA sessions this last week and was the legislative update.

213 11. Legal Report

214 Shannon Stout: All righty, our attorney is not here this evening, so no legal report.

215 12. TLN Report

216 Shannon Stout: Miss Hale, TLN report?

217 Anita Hale: Very short, this time. Public chapter 306 because the legislature is now done with and
218 there's some things that came out of legislator. Public Chapter 306, which requires the elementary
219 students have 40 minutes of physical activity each day, excluding normal PE time. So they used to have
220 only 30 and then also with that, 90 minutes a week for middle school and high school. And we were we
221 discussed this in the April meeting. That was for the TLN report and public Chapter 359, which
222 requires that districts adopt a policy on student school board members. Boards are not required to have
223 a student board member, but will be required to have a policy on the topic. Because we usually have
224 some students representing us here, TSBA sends out, will send out model policies, but will be waiting
225 on all public chapters to come back before that is finalized. And public Chapter 103, which requires
226 that school boards adopt the policy on student cell phone usage during instruction time. I think we have
227 a policy on that already, so that was one of the things that Nolin Colmbs said. That he thought would be
228 beneficial for to, report on about that what we talked about. Short and sweet.

229 Shannon Stout: Short and sweet, thank you.

230 13. DOS Search

231 (Exhibit #4)

232 Shannon Stout: OK. The next item on the agenda is the DOS search we received our survey results that
233 had gone out to the community. Met with TSBA, that was at our work session right? Last week. And
234 reviewed the flyer that was going out to all the entities that they advertised to. There were some
235 corrections that relayed to them. They made those corrections, the flyer was posted on Friday of last
236 week. And the applications are going to be taken until the 30th of this month. So that's our time frame
237 for the DOS applications. And the application process is underway. I don't know if there's anything else
238 that anybody want to discuss on this?

239 Nick Davis: Question what was the? Results. As far as participation? How many users did we send it
240 to? How many replied?

241 Shannon Stout: Well, it went out to anybody who wanted to take it throughout the entire community,
242 so.

243 Nick Davis: Like there was a list that.

244 Shannon Stout: And we had.

245 Nick Davis: Like it just went out to.

246 Shannon Stout: Posted on social media.

247 Nick Davis: The survey?

248 Shannon Stout: posted on our web page, the web page.

249 Becky Farley: I think it was put on the school's Facebook page, school systems Facebook page, as well
250 as the website.

251 Shannon Stout: And there was a total of 349 responses. We have, if you want to take a look at this a
252 little later, Nick, when you have time, we have the report back from TSBA.

253 Nick Davis: Awesome.

254 Shannon Stout: And it's got all the data in it and they narrowed it down to. Top ten items and that's
255 what went into the selection criteria for the advertisement.

256 Nick Davis: Awesome.

257 Shannon Stout: So good information. I think a lot of the things we're aware of, but it was good to hear
258 some of the other things as well.

259 14. Director's Report

260 Shannon Stout: OK, so if. There's nothing else on that we will. Move on to the directors report.

261 14.A. *Policy 4.700 Testing Programs

262 (Exhibit #5)

263 Becky Farley: OK, so the first thing I wanted to talk to you about and I apologize that this was
264 added to the agenda late. But this is policy 4.700, and it's talking about our testing programs. So
265 always when our students takes the standardized test. Our hope is to get the scores back as quickly
266 as possible with EOC's, that's typically not a problem and they do count 15% of the students grade.
267 For the first time that I can remember. We have all scores back for our students in 3 through 8 as
268 well. This current policy states on page 2. Right there. That if these arrive back by, it's line 9 and
269 10 the director of schools may exclude these scores from students final grades if the results are not
270 received by the district at least 5 instructional days before the end of the course. We received these
271 over the weekend. It's the first time we've ever gotten them. So we have made plans, our office here
272 is ready to add these to the report cards for our 3 through 8 students. As I said, that's never
273 happened because we've never gotten them and I would plan on doing that unless the board votes to
274 suspend this policy for this school year.

275 Sheri Nichols: Why would we suspend it?

276 Becky Farley: It's never happened before.

277 (Laughter)

278 Sheri Nichols: Jump in with both feet!

279 Becky Farley: Lots of firsts here.

280 Sheri Nichols: Lots of firsts, how many days now? 20 something?

281 Becky Farley: 28.

282 Sheri Nichols: 28 days.

283 Shannon Stout: So.

284 Sheri Nichols: Well, what are the negatives?

285 Shannon Stout: Yeah.

286 Sheri Nichols: And what are the positives of doing that?

287 Becky Farley: Well, a positive would be we're setting a good example that we established these
288 policies, that the board establishes your policies and that you follow them.

289 Sheri Nichols: Right.

290 Becky Farley: That's obviously. You know, 10% of the students grade. What we get is raw scores.
291 And then we have to compile, the state gives us a little bit of guidance, and we have to compile. If a
292 kid missed 2 questions, this would be how that would be added. If they miss this many questions,
293 this is how that would be added. So we have a conversion chart that we have to compile and we
294 have those ready to go. I think Miss Overstreet, our SIS person said that would be around 11,000
295 tests that she would have dealt with when she got this done. When we were made aware of this, we
296 started it on Monday and I think she pretty much has it ready to go.

297 Sheri Nichols: Wow!

298 Becky Farley: So you know the downfall parents are not used to this because this never happened.
299 That would be my only downfall. But don't care to send out a message or whatever. But I just
300 wanted you all to be aware of this and decide how you all wanted me to proceed.

301 Sheri Nichols: It's not a negative for the student, though. I don't know.

302 (Audio)

303 Becky Farley: You know it just.

304 (Audio)

305 Nick Davis: Case by case.

306 Becky Farley: Yeah, it would be a case by case. It just depends.

307 Nick Davis: Depends on how you did on your final.

308 Becky Farley: Yeah, on your TCAP.

309 Nick Davis: So.

310 Sheri Nichols: How come we got them now? We've never gotten them before? Nobody knows?

311 Becky Farley: We are still waiting on 2nd grade test results from last year to be shared with us.

312 Sheri Nichols: Oh come on.

313 Becky Farley: But we've got 2nd grade tests this year.

314 Shannon Stout: So we've got them for everybody, everybody's.

315 (Audio)

316 Sheri Nichols: Somebody is in the right position and they're shooting them out.

317 (Audio)

318 Scott VanWinkle: So is this the case? This is not the case with high school end of course?

319 Becky Farley: No high school end of course, we usually always get those within probably 3-4
320 weeks of them taking them. It's never, hardly ever been an issue with EOCs. It's just TCAP.

321 Scott VanWinkle: So, do we always count them on end of course for high school?

322 Becky Farley: Absolutely, it's in this policy.

323 Scott VanWinkle: OK, I don't know why we would circumvent a policy for. Just because.

324 Sheri Nichols: Another grade.

325 Scott VanWinkle: Yeah.

326 Becky Farley: Like I said, I wanted you all to instruct me on if you wanted me to continue. Don't
327 have a problem at all. Like I said, we're ready to go. When I found out this was a possibility, I
328 emailed the principals and asked them to share that information with their teachers. So teachers
329 have been made aware, I think probably Monday afternoon or Tuesday morning.

330 Sheri Nichols: Do we have any feedback from teachers?

331 Becky Farley: Haven't heard a word?

332 Sheri Nichols: Principals?

333 Becky Farley: I haven't heard a word. I think you know it's the policy. I think, you know, it's just
334 never happened before. But I think they would be all in favor of it.

335 Audience member: My opinion is I mean, you know. How a child feels. One day they may have
336 bombed it, but they could have done their best. I mean, you never know.

337 Scott VanWinkle: So doesn't this create some accountability for the?

338 (Audio)

339 Scott VanWinkle: I mean, if we start getting. Yeah.

340 (Audio)

341 Sheri Nichols: For the student.

342 (Audio)

343 Scott VanWinkle: Yeah for the student.

344 Sheri Nichols: I like that.

345 Becky Farley: Absolutely, again, just wanted to make you aware and see how you all wanted me to
346 proceed since it's never happened.

347 (Laughter)

348 Shannon Stout: Well, since it's policy.

349 Sheri Nichols: Because you're up here.

350 Shannon Stout: And we don't need to take a vote because we're following policy.

351 Sheri Nichols: It's on the policy.

352 Shannon Stout: And we're not going and modifying anything, but we're in agreement that.

353 Sheri Nichols: We're following our policy.

354 Shannon Stout: OK.

355 Becky Farley: So we will have those test scores ready to go.

356 14.B. *Personnel Changes

357 (Exhibit #6)

358 Becky Farley: So 14.B. is personnel changes and that is by school and you all have received this.
359 This went out last Friday. This is a voting item.

360 Shannon Stout: So I'll entertain a motion to approve the personnel changes.

361 Travis Cole: I move to approve.

362 Shannon Stout: And second?

363 Anita Hale: Second.

364 Shannon Stout: Any discussion?

365 (Silence)

366 Shannon Stout: I had a question just wondering as I was looking there was some different
367 categories on there and one of them was renewed with conditions. What constitutes A renewed with
368 conditions?

369 Becky Farley: So if you have an employee that you really like and would like to keep, and they
370 may be struggling, if it's a teacher and they may be struggling with classroom management. That
371 may be a condition that is listed and that principal would talk to that teacher about that and they
372 would brainstorm ideas to how that they can improve on that. So you're not getting rid of the
373 person, you're giving them an opportunity to improve. If it is a classified personnel and they're
374 having issues, maybe with getting along with others. That's documented. And you have that
375 discussion.

376 Shannon Stout: OK.

377 Becky Farley: So you're trying to save the people that you have.

378 Sheri Nichols: More accountability.

379 Scott VanWinkle: It's like an improvement plan

380 (Audio)

381 Scott VanWinkle: In the private sector.

382 Shannon Stout: Officially at the beginning of the year with their contract.

383 (Audio)

384 Shannon Stout: All right, any other discussion or questions?

385 (Silence)

386 Shannon Stout: OK. With that then all in favor, say aye.

387 All board members: Aye.
388 Shannon Stout: OK. Any against?
389 (Silence)
390 Shannon Stout: OK.
391 Motion to approve personnel changes.

VOICE VOTE: (mover-yes) Cole
(seconder-yes) Hale
Yes: 6, No: 0, Pass: 2

MOTION: Motion Carried

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400 14.C. *BOE Meeting Dates 2025-2026

401 (Exhibit #7)

402 Becky Farley: So next we have the board meeting dates for the 25th and the 26th when we had our
403 work session last week, we had some discussion about the May date. Right after that we did receive
404 when the graduation would be, so we were better to stick with the 21st and the 28th for the work
405 session and the board meeting dates. And that's the only thing that kind of flip-flopped any at all.
406 And this also is a voting item.

407 Shannon Stout: OK. So I'll entertain a motion to approve.

408 Sheri Nichols: Move to approve.

409 Travis Cole: Second.

410 Shannon Stout: Any discussion?

411 Scott VanWinkle: I'd like to ask about the spring break, fall break work sessions. Think we have
412 work session scheduled on both of those weeks.

413 Sheri Nichols: We usually do.

414 Scott VanWinkle: Yeah, we always do. But, so, a lot of people may not be able to be at those work
415 sessions or, I, being one of those may not be as work sessions so.

416 Shannon Stout: So it's March, the 19th, which is the spring break.

417 Becky Farley: And then fall would be the October 1.

418 Shannon Stout: Well, and I know we had talked in our work session, if we modify it and bump it a
419 week up and that really shortens the deadline for folks to get things in for the work session. So what
420 would be your recommendation knowing the departments that have to get the information in and
421 Miss Diane needing to pull it together?

422 Scott VanWinkle: A lot of those reports are coming from people that will be on spring break and
423 fall break.

424 Shannon Stout: So would they in essence need to have them in before they leave on spring break
425 and fall break anyway?

426 Becky Farley: That would probably be ideal to try to have them before.

427 Shannon Stout: OK.

428 Becky Farley: And I did realize that, there's no way around it. I wish we could avoid that, but there
429 was no way around it when we presented this last week.

430 Scott VanWinkle: Yeah.

431 Shannon Stout: So would we want to bump it up a week or is that going to be too tight?

432 Scott VanWinkle: Either way is fine.

433 Shannon Stout: Or do we just say we.

434 Scott VanWinkle: If I can catch up if it's me and other people can catch up too, that's my, I just
435 thought I would mention that.

436 Shannon Stout: How many of the?

437 Becky Farley: I realized it, sorry.

438 Shannon Stout: how many is that going to be a problem for? On the board.

439 Nick Davis: Obviously, anybody that has kids? Or anybody that's on staff

440 Anita Hale: Right.

441 Nick Davis: With the school, with the.

442 Becky Farley: Well, everyone in this office, the 240 and the 260 days we are scheduled to work,
443 fall and spring break. So it will not affect us.

444 Anita Hale: But it'll affect the people that come to the meetings and stuff. They don't have an
445 opportunity to see it live because.

446 Shannon Stout: It's a work session.

447 Anita Hale: Yeah.

448 Shannon Stout: Yeah, we record them.

449 Anita Hale: But I don't think it needs to be on the breaks. That's just my opinion.

450 Travis Cole: Well we got summer break, takes up two months. We still have meetings then too.

451 Sheri Nichols: Right. Yeah, it's hard to please everybody.

452 Shannon Stout: So, well, we've had discussion, so we're ready to take a vote and we'll just see
453 where we land with it. OK. So all in favor of approving the meeting dates and work session dates at
454 this point? Say Aye.

455 Sheri Nichols: Aye.

456 Travis Cole: Aye.

457 Shannon Stout: Those opposed?

458 Anita Hale: Nay.

459 Scott VanWinkle: Nay.

460 Nick Davis: Nay.

461 Shannon Stout: So 3 and.

462 Sheri Nichols: Nick.

463 Shannon Stout: Yeah. So we're split.

464 Becky Farley: So what we can do is we can take these back and change these dates and we will
465 have it for you next month. We will still be ahead of the starting for the new fiscal year.

466 Shannon Stout: OK. So you'll come back with some recommendations on the new dates.

467 Becky Farley: OK, yes, sounds good.

468 Motion to approve BOE Meeting Dates 2025-2026.

VOICE VOTE: (mover-yes) Nichols

(seconder-yes) Cole

Yes: 3, No: 3, Pass: 2 Cole: Yes, Nichols: Yes, Stout: Yes

MOTION: Motion Failed

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477 14.D. *Baker's Crossroads Property

478 (Exhibit #8)

479 Shannon Stout: All righty. Back to you for baker's roads, crossroads property.

480 Becky Farley: So I have the map and the partial details as you can see those there. I think in the
481 work session we discussed. What you all want to do with this. If you are wanting to discuss this
482 with County Commission. I think that there has been some interest there and maybe talk to them
483 about that. That was the discussion that we had in the work session.

484 Shannon Stout: If the county had any interest in the property itself.

485 Becky Farley: Correct.

486 Shannon Stout: So, we would need to take a vote. With the board for allowing that to be included in
487 upcoming budget discussions with the county. OK, so I'll entertain a motion regarding that.

488 (Silence)

489 (Audio)

490 Shannon Stout: We gotta get a motion before we get to discussion.

491 (Audio)

492 (Laughter)

493 Shannon Stout: So, we talked in the work session about possibly taking a look at this property.
494 Guess there's been some interest from the county and this would allow the flexibility for this, for
495 the school district to have discussion with the county as we move forward in budget discussions. If
496 there's any way that this would be helpful to our budget.

497 Sheri Nichols: That's good. So how do you make the motion?

498 Travis Cole: I'll make a motion to include it in budget discussions with the county.

499 (Laughter)

500 Sheri Nichols: That was easy.

501 (Audio)

502 Shannon Stout: All right.

503 Anita Hale: Isn't this?

504 Shannon Stout: We need a second before discussion.

505 Anita Hale: Second.

506 Shannon Stout: OK.

507 Anita Hale: Is this property we've owned for a long time and we've discussed it before and we put it
508 up for sale before. People make like \$90,000 or \$20,000 on it. And we lose money on that.

509 Sheri Nichols: Yeah, we paid a lot more for it.

510 Anita Hale: So what are we offering them to the Commissioners to just?

511 Shannon Stout: We're not offering anything yet.

512 Anita Hale: OK.

513 Sheri Nichols: It's talking.

514 Shannon Stout: It's just up for discussion because there's been some interest from the county in the
515 property.

516 Anita Hale: Oh, OK.

517 Sheri Nichols: Just talking.

518 Shannon Stout: OK, so just some discussion on that.

519 Anita Hale: OK.

520 Nothing additional, OK.

521 Scott VanWinkle: I think we paid \$270,000 for it is that right?

522 Anita Hale: Yes.

523 Scott VanWinkle: Something like that?

524 Becky Farley: That sounds about right, yes.

525 Scott VanWinkle: And it appraises for \$191,000 on here.

526 Shannon Stout: \$191,700.

527 Becky Farley: Correct.

528 (Audio)

529 Sheri Nichole: Somebody got a good deal.

530 (Audio)

531 Anita Hale: We're still losing money on it.

532 Scott VanWinkle: Yeah, even if. We sold it for the appraisal value. We've lost quite a bit.

533 (Audio)

534 Anita Hale: So does it cost us anything to just keep it?

535 Shannon Stout: No, it does not. But neither does exploring options with the county.

536 (Audio)

537 Sheri Nichols: That's good I like it.

538 (Audio)

539 Shannon Stout: We don't need to do anything with it, right?

540 Sheri Nichols: No, just talk, conversation.

541 Nick Davis: So hypothetical is the best case scenario from having this discussion. What are we
542 hoping that could possibly happen that would be above the known value? Like, why are we talking
543 about it if we're not going to talk about it?

544 Scott VanWinkle: I think it was mentioned because it would help with our budget deficit. Give us
545 an opportunity to make some money to help cover some expense, but.

546 Sheri Nichols: If they needed it or wanted it for something.

547 Shannon Stout: Yeah.

548 Sheri Nichols: Because we don't want to sell it for \$80,000.

549 Scott VanWinkle: I mean that's kind of what we were talking about at the last work session.

550 Sheri Nichols: Yes.

551 Scott VanWinkle: You know it it's pennies on the dollar compared to what we need, so.

552 Shannon Stout: Yeah, but to include it.

553 Sheri Nichols: Just to talk.

554 Shannon Stout: Just see what they have to offer? How it might help.

555 Nick Davis: Sounds like a plan.

556 Shannon Stout: OK. Alrighty. So all in favor?

557 Travis Cole: Aye.

558 Sheri Nichols: Aye.

559 Nick Davis: Aye.

560 Shannon Stout: Aye.

561 Anita Hale: Nay.

562 Scott VanWinkle: Nay.
563 Shannon Stout: Travis did I get you? You are an aye?
564 Travis Cole: Yes. Yep.
565 Shannon Stout: So the ayes have it.
566 Motion to include the property in budget discussions with the county.

VOICE VOTE: (mover-yes) Cole

(seconder-yes) Hale

Yes: 4, No: 2, Pass: 2 Hale: No, VanWinkle: No

MOTION: Motion Carried

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575 14.E. *Consolidated Funding Application
576 (Exhibit #9)
577 (Chris King and Jon Matthews enter the meeting.)
578 Becky Farley: So next we have for your approval is the consolidated funding application for federal
579 programs.
580 Shannon Stout: OK, I'll entertain a motion. Motion for approval of the consolidated funding
581 application.
582 Chris King: Move to approve.
583 Anita Hale: Second.
584 Shannon Stout: OK. All righty, all in favor? Or I'm sorry. Any discussion?
585 (Laughter)
586 Scott VanWinkle: I.
587 Shannon Stout: I'm being distracted by.
588 Sheri Nichols: That's right.

589 Shannon Stout: Mr. King, making his way in here. Scott?

590 Scott VanWinkle: I've got several questions on this. I guess to Miss Farley. Do you know what the
591 total Federal budget is for all title grants for the schools.

592 Becky Farley: No, I do not.

593 Scott VanWinkle: OK. How do we how do we qualify? For this funding.

594 Becky Farley: For Title 1, you have two different options that you can use. You can use direct cert
595 and what that means is that is you look at the number of students who are, who receive a direct
596 certification and that is TANF or SNAP benefits plus a few others that I can't think of right off the
597 top of my head. And you can use the direct cert times a 1.6 multiplier and that, if you do that, you
598 have to remove a certain group of students who are your Medicare reduced students and those have
599 to be identified individually. Or you can do free and reduced lunch applications, but since we are
600 part of the universal free or the universal free, feeding program and everybody eats free at all
601 schools. We do not even qualify for that amount. Your title 2 money is a separate and it is allocated
602 separately. When you do receive the budget and I did reach out today to find out how we received
603 that allocation, how they figure that and I haven't heard back yet.

604 Scott VanWinkle: As far as those direct certifications. We have the option to use free and reduced
605 lunch as one of those right? And.

606 Becky Farley: You do have that option, but from my understanding, if you have, if you choose that
607 option, we lose the universal feeding program where everybody eats free. From my understanding,
608 because, you would really have a hard time getting families to fill out their free and reduced lunch
609 applications if everybody's already eating free.

610 Scott VanWinkle: So if you're.

611 Becky Farley: I mean, you probably won't lose participation in the program, but it would be very
612 difficult because.

613 Scott VanWinkle: So my understanding on that is if you have a certain percentage that are direct
614 certified you automatically qualify for that program.

615 Becky Farley: For the universal feeding?

616 Scott VanWinkle: Yes. So once we reach that, we don't, have to worry about that anymore. We
617 qualify. So all of our schools are title one certified. Because of the percentage.

618 Becky Farley: Because they're all above the 40%.

619 Scott VanWinkle: 40%.

620 Becky Farley: Poverty line?

621 Scott VanWinkle: Right.

622 Becky Farley: Correct.

623 Scott VanWinkle: And so the this, the Tennessee State Department of Education recommends that
624 you still do that free and reduced lunch form. It's on there. If you go to their website, they have it

625 on there that, they recommend that. And the reason is because if you don't do that, you can lose
626 federal funding.

627 Becky Farley: And we can do that as long As for the past few years that we've been participating in
628 the feeding program. It's just easier to say it that way.

629 Scott VanWinkle: Yeah.

630 Becky Farley: The feeding program we have not because. The amount of paperwork that you have
631 to complete each child gets a copy of that packet, and it's not just a one or two pager. And getting
632 those copies made, we can do that, but you're going to have a, you know, a small cost and getting
633 those copies made. And I'm not sure how much participation we would get. But if this board says
634 that's what you want to do. I'm sure the director you have in place, July 1 would do that.

635 Scott VanWinkle: And I would like to look at what the state recommends and that's what they
636 recommend on their website and because we have gone down in federal funding since we started
637 using that other program. I think it should be considered. I'm just one person here, but I really think
638 that if that's going to increase our certifications and our funding, why wouldn't we consider that?
639 So.

640 Becky Farley: Right, I agree.

641 Jon Matthews: That's also the only way that we can argue like whenever we lost the Title 5. That's
642 the only tool that we have to argue to get that Title 5 back, right?

643 Scott VanWinkle: So I think.

644 Jon Matthews: That's my understand because I asked that question with whenever I went to the
645 TSBA orientation is whenever we lost our title 5 funding. Because they said that we were two
646 points above the poverty line and we didn't get it, they said if we had been. Keeping track of our
647 free and reduced lunch information. That's the only information we can use to gain that or to argue
648 with the Census Bureau because the Census Bureau just. Does a like estimate.

649 Becky Farley: Correct.

650 Jon Matthews: Whenever they give us that, and so they just estimated that we jumped 2 points. So,
651 because we didn't have that information on hand, we lost title 5 and had no way to argue that we
652 were still below. You know, so to me, I mean that's kind of huge. That was what, \$337,000?

653 Scott VanWinkle: Yep, I don't know.

654 Anita Hale: Didn't we at one time do that? Go ahead and send out the forms that the parents used
655 to.

656 Becky Farley: Yes, years ago, we did that. But then when everybody started eating free, that's when
657 we did away with sending home those applications.

658 Shannon Stout: That was what, 2? Well since I've been on the board, FDA made the changes to
659 their program.

660 Becky Farley: And we, we've done the universal feeding for several years.

661 Anita Hale: Yeah, I like universal. I like universal feeding, but I like also the documentation so that
662 we can keep our status.

663 Scott VanWinkle: Is that is that something you can check on? As for.

664 Becky Farley: Absolutely. I mean, and as I said, if the board, if that's what the board wants to do in
665 August. I don't think that anyone would dispute you. You know and those forms should be ready.

666 Scott VanWinkle: I'd just like to know. Get some more feedback on that, because that's what I'm
667 just doing, research and.

668 Becky Farley: And who are you wanting feedback from? The cafeteria managers?

669 Scott VanWinkle: You. Yeah, you would be fine. This next work session or next meeting.

670 Becky Farley: So you ask about our federal programs money. It is \$2,856,320.54 and that's federal
671 programs. That's not counting the Special ED or CTE money.

672 Scott VanWinkle: That's just title grants?

673 Becky Farley: That's just title.

674 Shannon Stout: So when is your deadline for having to have this submitted.

675 Becky Farley: Having the consolidated?

676 Scott VanWinkle: July 1st, I think.

677 Becky Farley: I would assume yes July 1st, because it goes through June 30th. So that would be
678 when we would need your approval. This has all our part has already been submitted and approved
679 by TDOE. So we're just kind of awaiting your approval.

680 Shannon Stout: OK, so we have a little wiggle room to have this come back next month at the work
681 session?

682 Becky Farley: You can, yeah.

683 Shannon Stout: And.

684 Scott VanWinkle: Something else I had on that along those same lines is how do we verify that
685 we're actually, being directly, or our students are directly certified? If, do all of our students, do you
686 verify that with an audit of some type?

687 Becky Farley: So that is done through our nutrition program and you look at the computer
688 programs that they receive from different agencies and they verify the students.

689 Scott VanWinkle: OK.

690 Becky Farley: You and I had discussed before, it being verified at the school level. Currently, that
691 has not happened. That would fall probably to the principal, assistant principal or the attendance
692 clerk. And if that is the direction that you all choose to go next year, if we decide to do direct cert
693 or whatever, we can definitely verify that at the school level as well.

694 Scott VanWinkle: I've mentioned this concern to you before, but I just wanted it in an open
695 meeting.

696 Becky Farley: Sure.

697 Scott VanWinkle: So say for instance you have students in foster care that would probably qualify,
698 but the, maybe the foster parents don't apply for any of the items that show up on your report. And
699 so they don't show up in the direct cert. Now we lose that funding for those students, even though
700 they probably need that support.

701 Becky Farley: Correct.

702 Scott VanWinkle: So would the Central Office staff know that situation and know to look at those
703 students to see if they qualify or not.

704 Becky Farley: Not the only way the Central office would know that is if they are directly involved
705 some way with that particular school.

706 Scott VanWinkle: Right.

707 Becky Farley: And there's only like 4 women in that office, so they're not going to be involved
708 personally probably with each school.

709 Scott VanWinkle: So counselors and teachers and principals, more, are more personally involved.
710 Would it not make sense to have them look over that list and make sure we are making certain that
711 everybody's qualifying? Yeah.

712 Becky Farley: Absolutely.

713 Scott VanWinkle: Alright.

714 Nick Davis: One last question. So there were three qualifiers. The third option being the 1.6
715 multiplier. Do we? Is that something that we do? Every application period is to mathematically
716 determine which of those three options are most cost effective. Or advantageous for the district
717 before we just submit the application? Or is it just how do we how do we determine which of these
718 three options annually are best?

719 Becky Farley: So, what has happened in the past is until last year we had always used the direct cert
720 number and the 1.6 multiplier. Last year, it was just the direct cert number. Not sure why that was,
721 that decision was made for the district. Obviously, it is an option and it is legal. You have to
722 remove a certain group of students if you use the 1.6 multiplier. So that decision was made and we
723 did the exact same thing this year. You know you kind of have to watch it sometimes because
724 currently we serve 10 schools, we serve all 9 elementary and we serve the Phoenix school. We do
725 not serve the high schools. So you know, if you go, obviously, if you go to all schools and serve
726 them that federal dollar bucket, if you divide that by 12 instead of 10, those funds are going to
727 decrease. I think I said that backwards. If you divide it by 12, it's obviously going to be less. Than
728 if you divide it by 10.

729 Scott VanWinkle: So what the 1.6 multiplier does, from my understanding of whatever it is. At the
730 school level and every school has a direct certification number of students that's found through our
731 audit process that we do now. We multiply that number times 1.6 at that school. That doesn't affect
732 the amount of money we get from the federal government. It is or the state, whichever comes from,

733 that is only provided based on the direct certification. The money is divided or allocated to the
734 schools based on their direct cert times 1.6 by per pupil number.

735 Nick Davis: So if the goal was for each school to get their portion.

736 Scott VanWinkle: Yep.

737 Nick Davis: And then not serve a different purpose.

738 Scott VanWinkle: Right, yep. That's the goal. That's an option that the LEA has they also have the
739 option of not doing that. Which would only provide that per pupil expenditure based on the direct
740 certification at the school.

741 Becky Farley: And I have received a text that we do code through our attendance office students
742 that we are aware of that are in foster care. We do code those monthly.

743 Scott VanWinkle: OK.

744 Becky Farley: Still might miss some, but we do code those monthly.

745 Scott VanWinkle: I'm just asking because.

746 Becky Farley: And forgive me for seeing my text.

747 Sheri Nichols: OK.

748 Scott VanWinkle: There might be other potential opportunities there, so.

749 Shannon Stout: Missed, yeah. All right, Mr. King. I'll entertain. You want to change your motion to
750 table?

751 Scott VanWinkle: I still have some more. Are you?

752 Shannon Stout: Oh you still have?

753 Scott VanWinkle: I still have some more questions if.

754 Shannon Stout: Are they ones that we need to address now, or can they be addressed in the work
755 session next month?

756 Scott VanWinkle: They could be addressed in the work session yeah.

757 Shannon Stout: OK, I didn't know if Dr. Farley would need time to.

758 Scott VanWinkle: I just thought she, I could give them to her now. She can take time. But I can. I
759 can give them to her later. It's just been suggested that I ask these questions in an open meeting. So
760 here I am.

761 (Audio)

762 Shannon Stout: OK. Go ahead and roll with them real quickly.

763 Scott VanWinkle: So on the funding application I know there's an opportunity, we discussed this in
764 the last work session, but CSR teachers in Title One, Title 2 and Title 5 you have that option. As a
765 district considered using class size reduction teachers in the past.

766 Becky Farley: Not in years.

767 Scott VanWinkle: OK.

768 Becky Farley: And here's why I would assume. So, besides that, there's very stringent guidelines
769 and following those class size reduction teachers. So when you are talking about a teacher and let's
770 just say. When you look at a teacher and their benefits and their salary is \$100,000. OK, so we have
771 9 elementary schools where we could use a class size reduction teacher. So you would if you did, if
772 you were fair and did one to everyone that would be \$900,000 that you're going to take out of your
773 title budget. Now you could say, OK, well, we're only going to do 2 or we're only going to do 3.
774 Obviously that would cut your fund. You know, the amount of money. But then what's the criteria
775 to select for those two or three schools. Just a thought.

776 Nick Davis: Well, whichever, I mean, I'm out of loop a little, I guess, but just some schools have
777 more capacity than others, right, you've got. Schools that have class sizes of 12 and then you have
778 schools have class sizes of Max.

779 Becky Farley: Well, every school, every elementary school is within their maximum for the State.
780 But you're going to have that everywhere. Yes, you're correct.

781 Nick Davis: But I mean, we can. I guess that would be. Not everybody needs the same thing all the
782 time. I mean, fair is if we had infinite amount of resources to give, but.

783 Becky Farley: And you would need to.

784 Scott VanWinkle: Equitable is not the same as, yeah.

785 Becky Farley: And two, you would have to look at space because we have some schools that, you
786 know, have a larger enrollment and they don't actually have an additional space. You know, some
787 schools don't have a teachers lounge because they're having to use that for RTI or something like
788 that.

789 Scott VanWinkle: Yep.

790 Becky Farley: So.

791 Scott VanWinkle: So, can you look at the need based on test scores? Based on benchmarking?
792 based on the student demographic and the requirements of the teachers and the behavior issues at
793 the schools and make decisions based on that rather than saying everybody needs one of
794 everything? That's just something to question to consider with this funding as well, is all I'm
795 asking.

796 Becky Farley: Sure, be happy to. So you said test scores, benchmark, behavior and what else?

797 Scott VanWinkle: Just I guess I don't remember what I said, but the need for that.

798 Becky Farley: Need.

799 Scott VanWinkle: At that school.

800 Nick Davis: Class size.

801 (Audio)

802 Becky Farley: Got it.

803 Scott VanWinkle: So have you had any suggestions from teachers and principals on having class
804 size reduction?

805 Becky Farley: No, not in the last.

806 Scott VanWinkle: During allotment meetings have you had any discussions on hey I'm?

807 Becky Farley: One might have mentioned it.

808 Scott VanWinkle: OK.

809 Becky Farley: Like I said, that's not a practice that we've done and the research that I've been doing
810 since you brought this up. In reaching out to the state, they said that 10 to 20% maybe of school
811 districts do use this. There's lots of research that you have to find and provide to the state to prove
812 that this teacher is highly effective. And those things as well. So I think that probably deters a lot
813 from doing it.

814 Scott VanWinkle: OK.

815 Becky Farley: All of the paperwork that they require for it.

816 Scott VanWinkle: I gotcha. So are we losing any teachers or assistants this year based on the loss of
817 federal funding at the school level?

818 Becky Farley: Teacher assistants, probably. The only way you would lose teachers and that would
819 be is if someone uses that for, uses 120 day contract person that's a certified teacher. To my
820 knowledge there is not a teacher in an elementary school that is fully funded with title funds.

821 Scott VanWinkle: OK.

822 Becky Farley: It may be partials, but not fully funded with title funds.

823 Scott VanWinkle: So is that happening, though we're probably losing?

824 Becky Farley: Without a doubt, you're probably losing some. That, you know, intervention type
825 people that work, they can't get that contract back, absolutely.

826 Scott VanWinkle: Do we review any data or information from the supports for that previous year
827 before we make those cuts. Before we figure out another way to do it and leave those people in
828 place.

829 Becky Farley: Typically that hasn't been it because how that operates is when you get your Title 1
830 allocations, it is looked at. You know you've got X amount of money, and usually most of our
831 principals follow research which says that you want people over programs. So, they would rather
832 have a teacher assistant or a, an interventionists if they can afford it. So, once they get those

833 allocations, they look to see how many people they can bring back at those contracted positions. So
834 you know it's kind of been like if they can't afford it, they understand.

835 Scott VanWinkle: OK.

836 Becky Farley: But to my knowledge, no, we haven't looked at data. And you know, like I said at the
837 beginning, on policy 4.700, we really haven't had any test data standardized, you know back yet.

838 Scott VanWinkle: Early enough, but is there any way you could look at benchmarking throughout
839 the year?

840 Becky Farley: You could, you can look at the benchmarks that they give for the universal
841 screening. You know, right now Mastery Connect is, has kind of left a bad taste personally in my
842 mouth and seeing some test results. So, you know, wouldn't put want to put all of. My eggs in that
843 basket.

844 Scott VanWinkle: OK.

845 Shannon Stout: That conclude your?

846 Scott VanWinkle: Yeah it's fine I can give her the rest of them later or in the work session.

847 Shannon Stout: OK as long as you've gotten out what she may need to look up to before our work
848 session.

849 Scott VanWinkle: I think so, yeah.

850 Shannon Stout: Are you good?

851 Becky Farley: I'm good.

852 Scott VanWinkle: No I just don't want to take everybody's night.

853 Shannon Stout: OK, anything else?

854 (Silence)

855 Shannon Stout: All right, so. Mr. King, did you want to?

856 Sheri Nichols: Is there a motion?

857 Shannon Stout: Amend your motion? You made a motion to approve and Anita seconded it. So if
858 we are going to table this, are you? Willing to amend your motion to table it till June?

859 Chris King: I'm OK to table it as long as it doesn't cause us lose funding.

860 Becky Farley: I think we have till June 30th to get it officially approved. I mean, it's already
861 approved through E-Plan. It's waiting your all's approval.

862 Chris King: OK.

863 Shannon Stout: OK And Miss Hale? Are you good to amend your motion? Your second to this?

864 Anita Hale: Yes.
865 Sheri Nichols: OK, All right.
866 Chris King: So, I will move to table to the June meeting for this approval.
867 Shannon Stout: OK. All right. I have a second on that?
868 Sheri Nichols: I'll second it.
869 Shannon Stout: OK. All right, all in favor?
870 All board members: Aye.
871 Shannon Stout: Any against?
872 (Silence)
873 Shannon Stout: OK. All righty tabled to the June work session and the vote at the June meeting.
874 Motion to table until next board meeting.

VOICE VOTE: (mover-yes) King
(seconder-yes) Nichols
Yes: 8, No: 0

MOTION: Motion Tabled

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883 14.F. *Budget Discussions

884 Shannon Stout: And since, Chairman King has arrived, I will go ahead and yield.
885 Sheri Nichols: Pass the baton.
886 (Laughter)
887 Shannon Stout: Yep, yield over to him.
888 Becky Farley: We're on director's reports. May I keep going?
889 Chris King: Yes please do.
890

891 Becky Farley: OK. So the next thing is budget meeting dates. Currently we have one scheduled for
892 May 27th which is Tuesday at 5:00 PM. Everybody still good with that?

893 Sheri Nichols: Yes ma'am.

894 Becky Farley: So we do have their budget discussions. You all have received the latest copy of that.
895 We are supposed to meet with CCEA on the 27th at 3 before we meet with you all on 5, at 5. So, I
896 would ask that you take no action on this. And allow us to discuss with them the salary scale and
897 then we can meet on the 27th. And do you all want me to schedule a special called at 5:30 to
898 follow? And then if we don't need the special calls like we didn't need the special called last week
899 because nothing was accomplished per say in the work session. And that's why that meeting was
900 canceled. So if you want me to do that. I can add that to the BOE connect.

901 Chris King: We'll just set it to follow the meeting. No specific time.

902 Becky Farley: Miss Diane, we'll get that set tomorrow.

903 Scott VanWinkle: Do we want to discuss any of this budget tonight or is that something we need to
904 wait on?

905 Shannon Stout: You're asking until you meet and then have the discussion on this to meet
906 Tuesday.

907 Becky Farley: I would prefer that, but I'm open to whenever.

908 Scott VanWinkle: There's some big changes so I didn't know if we wanted to get some of that out
909 of the way tonight, so we might be able to vote on it after that meeting.

910 Shannon Stout: Executive committee?

911 Nick Davis: Because the work session right? We had the work session discussion.

912 Chris King: The work session would be at, budget work session at May the 27th.

913 Nick Davis: We had a work session with actionable items, went back to work on those items and
914 now we're in another meeting. We could talk about what those items are.

915 (Audio)

916 Nick Davis: And then that way we would all be aware of what we're doing. But, there's nothing to
917 look at.

918 Shannon Stout: Need a motion for discussion, right?

919 Chris King: Yeah.

920 Scott VanWinkle: Is that not what's on the agenda?

921 Shannon Stout: Yeah, but for discussion. Move to discuss what? What do you want to? What do we
922 have prepared to talk about tonight? So you can move to discuss that.

923 Scott VanWinkle: There's nothing attached to the agenda, so, yeah.

924 Shannon Stout: Yeah.

925 Nick Davis: I mean, that doesn't keep us.

926 Chris King: It's a fluid process, we left it open. Things are happening daily on the budget.

927 Scott VanWinkle: I know.

928 Shannon Stout: We talked about coming back to talk about the salary scales tonight, but that's what
929 we're being asked to wait until they meet and do so. There wasn't anything else. We talked about
930 voting on tonight. Other than that.

931 Scott VanWinkle: No. There were just some changes to the last budget that I thought we could go
932 ahead and get out. But it can wait till Tuesday. That's fine.

933 Shannon Stout: That's the one that just came out to us?

934 Scott VanWinkle: Yeah, today.

935 (Audio)

936 Shannon Stout: That gives us a little time to look at it over the weekend.

937 (Audio)

938 Chris King: We've got four more days for it to change again.

939 (Laughter)

940 Sheri Nichols: Good point.

941 Shannon Stout: So do you want to move to table that until the work session and special called
942 meeting.

943 Chris King: Yeah, there's no action.

944 Scott VanWinkle: Yeah.

945 Shannon Stout: OK, move to table the budget discussions to the 27th work session and special
946 called.

947 Scott VanWinkle: Second.

948 Chris King: Those in favor?

949 All board members: Aye.

950 Chris King: Those opposed say no.

951 (Silence)

952 Chris King: The Ayes have it. We'll postpone any discussions until May the 27th at 5.

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(Audio)

Motion to table until work session and special called.

VOICE VOTE: (mover-yes) Stout

(seconder-yes) VanWinkle

Yes: 8, No: 0

MOTION: Motion Tabled

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14.G. Budget Meeting Dates

(Exhibit #10)

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967

14.H. Middle School Survey Results

(Exhibit #11)

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Becky Farley: So the next item is the middle school survey results. This was a survey that was sent out to families over spring break. It too was posted on Facebook on the website. We had 1164 responses. Asked basic questions wanting to know who was completing the survey, what they thought the benefits were, what they thought the drawbacks were. This survey being ask for taking to existing elementary schools and turning them into middle schools and the response. What I felt was probably the most important and most telling was the last question. Do you support transitioning to existing preK-8 schools to two middle school serving students in Grade 6 to 8. 78.4% said yes. I've been in this district 26 years. I've seen lots of middle school surveys go out. I have never seen one this in favor.

977
978

Travis Cole: The ones you've seen in the past, have they been for middle schools or has?

Becky Farley: No.

979
980

Sheri Nichols: No?

Travis Cole: Historically it's been against it?

981
982
983

Becky Farley: Correct. So I understand with the discussion that you all had when we discussed this at the work session. You know, maybe we need to revisit this and we did talk about at the work session going ahead and establishing committees to look at middle schools and then we can

984 resurvey people and see their thoughts on to existing or building or whatever. But you know, going
985 back to budget times.

986 Anita Hale: What 2 schools are you thinking about?

987 Sheri Nichols: We are not there yet, your way ahead of.

988 Shannon Stout: That'll be a committee that gets assigned.

989 Sheri Nichols: No idea.

990 Shannon Stout: An internal committee that will come up with details and costs and so forth.

991 Sheri Nichols: So much involved in that.

992 Shannon Stout: This is the survey to the public.

993 Sheri Nichols: Just asking questions.

994 Shannon Stout: And we talked about getting started with that with the new director in place in July
995 and August.

996 Sheri Nichols: Yeah.

997 Shannon Stout: Yeah.

998 Sheri Nichols: Interesting.

999 14.I. Annual Planning Calendar

1000 (Exhibit #12)

1001 Becky Farley: So next we have our annual planning calendar. So the only things that we have
1002 pending in May are director of schools evaluation and board self-evaluation.

1003 Shannon Stout: Which non applicable for the director of schools evaluation so.

1004 Sheri Nichols: Yeah.

1005 Becky Farley: Well, you can evaluate me on 28 days.

1006 (Laughter)

1007 Sheri Nichols: Give you an A+.

1008 Becky Farley: I'll send you something.

1009 Shannon Stout: An interim.

1010 14.J. FYI

1011 (Exhibit #13)

1012
1013 Becky Farley: Next we have. Is that back online? Next is just the FYI.

1014 14.J.1. Positive Action Program MOA '25-'26

1015 14.J.2. Attendance Report

1016 14.J.3. Personnel Reports

1017 14.J.4. Substitute List

1018 14.J.5. School News Articles

1019 14.J.6. School Calendar of Events

1020 15. Chief Financial Officer's Report

1021 Becky Farley: And then we are to the financial reports.

1022 Kim Bray: Well folks, we've almost made it.

1023 (Laughter)

1024 15.A. Monthly Financial Report
1025 (Exhibit #14)

1026
1027 Kim Bray: One more year, year to date revenues we had at 9% of our revenue. Now remember
1028 once again we won't get a TISA payment in May. They'll true everything up in June, so we're at
1029 90%, which is \$63,820,041.00. Year to date, expenses were at 73.43%. \$57,220,237.71. Like I said,
1030 the spending is starting and we won't be receiving any revenue because this is going to look
1031 dramatically different at the end of May. Because this is the end of April. So May and June is
1032 where a lot of these big expenditures and our encumbrances are going to hit. Especially for all of
1033 our projects like I told you the other day, the roof is, been awarded. We are waiting for approval
1034 from county finance on that we have the 2 fire alarm systems that have been sent out. We have the
1035 field at SMHS that's gone out and then we have the electrical at Martin that will go out. So
1036 hopefully all of that will be taken care of in this year. Will at least be encumbered if not spent.

1037 15.B. Monthly Sales Tax Report
1038 (Exhibit #15)

1039 Kim Bray: Moving on to sales tax, well. Unfortunately, it did not go to budget, but year to date
1040 we're still running ahead of last year about \$280,000. I still think we'll finish ahead, not quite as
1041 much as we had originally hoped for, but I think we will finish ahead and we did not last year. So
1042 that is good news. Property taxes, we've pretty much got out on the property tax money now. The
1043 only thing that really is not going to affect us too adversely is the trustees collections from prior
1044 year. Our interest and penalty and our clerk and master, we are not going to come in at projections
1045 on those. I don't think there's any way at this point in time that we would ever catch up. Summer
1046 school is in full swing. You have a budget amendment tonight to approve that funding. We're going
1047 to have summer school at 2 schools. We received about a little over \$500,000 for teachers and
1048 assistants and about \$85,000 for transportation. Any questions on any of that?

1049 Nick Davis: I have a question.

1050 Kim Bray: Sure.

1051 Nick Davis: On the roof. What were the, do you recall the two prices?

1052 Kim Bray: They were less than \$1000 apart.

1053 Nick Davis: And the award went to.

1054 Kim Bray: I can't say at this point because it's not officially been approved yet by county finance.

1055 Nick Davis: Local or not local?

1056 Kim Bray: Not local. That's the closest I have ever seen on a large sum of money. Hopefully I just
1057 had a text from the county Finance Director. We'll try to get a finance meeting set up next Friday
1058 and all of that. Can, they have to give their final approval before any of those things can be
1059 awarded or we can pull any purchase orders. But we will be able to announce that at that time.

1060 Jon Matthews: I've got a question, I may have missed it at the front, but the SMHS field?

1061 Kim Bray: Same situation. We've opened those bids. We're waiting on some clarification from the
1062 County Attorney, but it will be next Friday when we can announce the winner. That all has to go
1063 through county finance. They are the purchasing agency for the whole county. All we can do is put
1064 the bids out, but they have to give the approval. It's a committee. Dr. Farley sits on it, but there's
1065 about six, two other people that I think the road Superintendent, the Mayor, BOE, and then I think
1066 there's four commissioners that sit on that committee. They give the final blessing for that. And
1067 they do have the option to say no. They never told us no. But I seen them to other departments no.

1068 Jon Matthews: But all, but the bids are all in and everything?

1069 Shannon Stout: Oh yeah. The bids are in.

1070 Nick Davis: For?

1071 Jon Matthews: The field?

1072 Kim Bray: The field and the roof.

1073 Becky Farley: And we understand that SMHS is under a severe time crunch and we will work with
1074 whomever to expedited as quickly as we can.

1075 Kim Bray: Because both of those bidders are local.

1076 (Audio)

1077 Nick Davis: Yeah.

1078 Nick Davis: Thank you.

1079 15.C. Running Fund Balance

1080 (This section takes place after 15.D.)

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(Exhibit #16)

Kim Bray: And I think the only other thing I had left for you is the running fund balance. Like I said, we don't need to get too excited about this because it's going to take a hit. Now the information that I provided to you, there's something else that, on those budget sheets, that you need to keep in mind for the end of this year. In that dollar amount that's there, there's approximately \$3,000,000 in grant money that is designated. So that's not money that's available to spend. Because it is designated for ISM grant and it is going to be rolled forward. And those expenditures will be or are budgeted in the next year. Questions?

Sheri Nichols: No Ma'am.

Chris King: Thank you, Miss Bray.

Sheri Nichols: Thank you, Miss Bray.

15.D. *141 Budget Amendments

(Exhibit #17)

Shannon Stout: Alright, 141.

Kim Bray: Budget amendments?

Sheri Nichols: Yay!

Kim Bray: Yay! My favorite things.

(Laughter)

Shannon Stout: Move to approve 141 budget amendments.

Sheri Nichols: Yes.

Chris King: Are you bundling them?

Shannon Stout: I am bundling them all 5 141 budget amendments.

Kim Bray: Oh come on.

(Laughter)

Sheri Nichols: You don't want he to describe every one of them?

Travis Cole: I'll second.

Chris King: Got a motion and second to approve all of 15.D. Gear up grant, general budget cleanup, outcomes bonus, spread general and summer learning. Discussion?

Shannon Stout: Nope, went over this in work session.

Sheri Nichols: Yep.

1111 Shannon Stout: Yeah.

1112 Sheri Nichols: Asked all our questions there.

1113 (Audio)

1114 Chris King: Any other discussion questions?

1115 (Silence)

1116 Chris King: Being none, call the roll please.

1117 Diane McCartney: Mr. VanWinkle?

1118 Scott VanWinkle: Yes.

1119 Diane McCartney: Miss Nichols?

1120 Sheri Nichols: Yes.

1121 Diane McCartney: Miss Hale?

1122 Anita Hale: Yes.

1123 Diane McCartney: Mr. Davis?

1124 Nick Davis: Yes.

1125 Diane McCartney: Mr. Matthews?

1126 Jon Matthews: Yes.

1127 Diane McCartney: Mr. Cole?

1128 Travis Cole: Yes.

1129 Diane McCartney: Miss Stout?

1130 Shannon Stout: Yes.

1131 Diane McCartney: Mr. King?

1132 Chris King: Yes.

1133 Diane McCartney: Yeses have it.

1134

1135 (15.C. takes place after this section.)

1136 Motion to approve all 15.D. 141 Budget Amendments.

1137 **VOICE VOTE:** (mover-yes) Stout

(seconder-yes) Cole

Yes: 8, No: 0

MOTION: Motion Carried

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1146 16. *Consent Agenda

1147 (Exhibit #18)

1148 Chris King: Consent agenda is next, need a motion to approve.

1149 Shannon Stout: Motion to approve consent agenda.

1150 Jon Matthews: Second.

1151 Chris King: Motion and second. Those in favor say aye.

1152 All board members: Aye.

1153 Chris King: Those opposed say no.

1154 (Silence)

1155 Chris King: The ayes have it.

1156 Motion to approve the Consent Agenda.

VOICE VOTE: (mover-yes) Stout

(seconder-yes) Matthews

Yes: 8, No: 0

MOTION: Motion Carried

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1165 16.A. *First Reading of Policies

1166 16.B. *Approval of Overnight and Out of State Field Trips

1167 16.C. *Approval of Agreements

1168 16.D. *School Wide Fundraisers

1169 16.E. *Approval of Disposal of Surplus Property

1170 16.F. *Executive Approval

1171 17. Questions from Media

1172 Chris King: Brings us to questions from the media.

1173 Media: Yes, I actually have a couple of questions. About four or so. Out of curiosity, can you give me a
1174 ratio of about how many students in a normal school year, maybe a percentage, attend summer
1175 school?

1176 Becky Farley: Probably 25 to 30 percent. That's for rising kindergarten.

1177 (Phone Rings)

1178 (Audio)

1179 Nick Davis: I'll get that.

1180 Becky Farley: For rising kindergarten through 9th grade.

1181 Media: OK. And where's the like grade wise, where's the highest concentration?

1182 Becky Farley: Typically right now, 3rd and 4th.

1183 Media: 3rd grade, all right. Now I didn't want to bring this one up again, but people are still asking us
1184 about it. Has CCHS Principal Callahan, and the assistant principals, resigned?

1185 Becky Farley: The personnel report was on the agenda. And I cannot discuss personnel matters in a
1186 public meeting.

1187 Media: But they were there. Is there currently an investigation at CCHS?

1188 Becky Farley: I cannot discuss personnel matters.

1189 Media: All right. Well, if not, where do you think these rumors could have come from?

1190 Becky Farley: Probably social media.

1191 (Laughter)

1192 Media: Well, all right then. Sorry to bother you and thank you.

1193 Becky Farley: You're not a bother.

1194 Sheri Nichols: You're not a bother.

1195 Becky Farley: But I just can't discuss personnel issues in a public meeting. When they do community
1196 comments and they read that, they say personnel matters cannot be discussed in the public meeting.
1197 And I, please understand, I mean no disrespect to you. When we had the issue a few weeks ago at
1198 Brown social media was the worst thing that that impacted that.

1199 Sheri Nichols: It's ridiculous.

1200 Becky Farley: So my assumption would be social media.

1201 Sheri Nichols: Yeah.

1202 Media: Alright thank you.

1203 Sheri Nichols: I heard some doozies today. People need to just stop.

1204 Chris King: Any other questions from the media?

1205 (Silence)

1206 18. Adjournment

1207 Chris King: Any questions from the board about anything else?

1208 (Silence)

1209 Chris King: If not, this meeting is. Adjourned.

1211 (Meeting adjourned at approximately 7:10 PM.)

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1215 **Rebecca Farley**
1216 **Director of Schools**

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1219

1220 **Chris King**
1221 **Chairperson of the Board**

1223
1224

Comment I, Jason McGhee hereby certify that I reported the foregoing minutes and that I delivered said minutes to the office of the Director of Schools on June 2nd, 2025.

1226
1227
1228

Jason McGhee
Board of Education Recorder

1229
1230

(* Indicates Board Approval Required

Board of Education
May 27, 2025 5:30 PM
Central Services Board Room

The Cumberland County Board of Education met in a special called session on Tuesday, May 27th, in the Central Services Board Room, where the meeting was called to order by Chairman King at the approximate hour of 6:43 pm. King welcomed everyone to the meeting and appreciated everyone for attending.

BOARD MEMBERS:

Mr. Travis Cole: Present
Mr. Nick Davis: Present
Ms. Anita Hale: Absent
Mr. Chris King: Present
Mr. Jon Matthews: Present
Ms. Sheri Nichols: Present
Ms. Shannon Stout: Present
Ms. Elizabeth Stull: Absent
Mr. Scott VanWinkle: Present

1. Call to Order

Chris King: This meeting is called to order.

2. Moment of Silence/Pledge of Allegiance

Chris King: If you would join me in a Pledge and a moment of silence.

(All observe a moment of silence and then recite the pledge)

3. Welcome to Visitors/Acknowledgment of Elected Officials

4. *Approval of Agenda

(Exhibit #1)

Chris King: For our agenda. We are going to list that in a minute. We didn't know what to put on it until we met. So we'll go over that in a minute. Is that OK with everybody?

Chris King: So madam secretary, call the roll please.

Diane McCartney: Miss Stull?

(Silence)

Diane McCartney: Mr. VanWinkle?

Scott VanWinkle: Here.

Diane McCartney: Miss Nichols?

Sheri Nichols: Here.

Diane McCartney: Miss Hale?

(Silence)

Diane McCartney: Mr. Davis?

Nick Davis: Here.

Diane McCartney: Mr. Matthews?

Jon Matthews: Here.

Diane McCartney: Mr. Cole?

Travis Cole: Here.

Diane McCartney: Miss Stout?

Shannon Stout: Here.

Diane McCartney: Mr. King?

Chris King: Here.

Diane McCartney: Let the record show Stull and Hale are absent.

5. *2025-2026 Budget Proposal

(Exhibit #2)

Chris King: So the first item is to discuss the budget approval at this point.

Becky Farley: So while we were on our recess, I laid a paper on your chairs that is entitled capital projects 25/26. This was sent out with the May 20th budget. I just wanted, we had discussed this previously, so I wanted to make sure that everybody knew what we had discussed and had their own personal copy. OK, so the, wanting to decide on voting to approve Budget 2, which is the draft you have that we've discussed. Again, this was sent out on May the 20th with the following items. We will add the semi balanced pay scale. We will add back in the CFO position. We have on page 23 line 471 the one time capital expense of I think it's \$284,650. And I just want you to remind you that on April the 24th, when you voted, we did have in there, you did vote and it is included in this budget and it is highlighted the 10% on classified personnel that work less than 260 and the 2% increase for supervisors has been removed since they were put on the teacher scale, which you voted as well. All of those items are reflected in the budget that we have discussed tonight.

Chris King: We'll need a motion to approve all that.

Travis Cole: I move to approve.

Chris King: Need a second.

Sheri Nichols: I'll second it.

Chris King: Motion and second. Mr. Cole?

Travis Cole: Just wanted to let Dr. Farley know and I appreciate all the work her and her team have put into this revision and I think it's an acceptable budget. And so, it should proceed to the Commission.

Becky Farley: Thank you.

Sheri Nichols: I agree. I'm glad that the Union as well approved it and think we're moving forward.

Becky Farley: Thank you, ma'am. Appreciate that.

Chris King: Other discussion?

Nick Davis: Couple of questions. So, echo what he said that lot of work has been put into this project and it's as worthy as a cause we have all year. Couple of questions here. Did we? Discuss or determine that we were not going to move forward the tennis courts?

(Audio)

Shannon Stout: Yeah.

Becky Farley: Yes.

Nick Davis: Like I was at the last meeting.

Shannon Stout: It was a previous meeting.

(Audio)

Sheri Nichols: Previously.

(Audio)

Shannon Stout: Yeah.

Becky Farley: So.

Nick Davis: So.

Shannon Stout: Tennis courts and football field.

Nick Davis: This packet that I have from the last meeting has the tennis courts in it.

Shannon Stout: Yeah, that was, shouldn't have been on there.

Becky Farley: No. So the capital projects that we presented to County Commission, the rationale for that was those are all projects that are with the school, that came originally, with the school.

Nick Davis: We.

Shannon Stout: But not what we were asking for.

(Audio)

Becky Farley: That was the rationale.

Shannon Stout: Yeah.

Nick Davis: I was under a different impression. I Don't realize, I didn't realize that we had taken those off even though they were on the last, what I have, however. OK.

Becky Farley: You said you had a couple of questions. That was just one.

Nick Davis: That pretty much answered the second one.

Becky Farley: OK.

Shannon Stout: In regards to the tennis courts, just to parlay off that, I know there was some discussion that was going on with partnering with some of the, the city and the county. So and I know Dr. Maddox is working on that. So those are going to continue. In some fashion.

Becky Farley: Yes, that would be my hope.

Shannon Stout: OK.

Scott VanWinkle: So was the approach still the same on presenting this budget capital separate?

Becky Farley: Yes.

Scott VanWinkle: OK.

Becky Farley: If that is the desire of the board.

Scott VanWinkle: Yeah, I'm just asking if that's the way it's going to be presented.

Becky Farley: That's what we had asked for that the night we presented it.

Scott VanWinkle: And that's the reason that we put it in the capital line?

Becky Farley: Correct.

Scott VanWinkle: OK.

Shannon Stout: And that includes the buses now?

Becky Farley: Nope.

Shannon Stout: Because I know originally when we asked it didn't include the buses so.

Becky Farley: And it still does not include the buses.

Shannon Stout: So we've got the buses in the budget, the transportation budget.

Becky Farley: Correct.

Shannon Stout: OK.

Nick Davis: So, guys, I'm confused like. So this document that we have right here.

Becky Farley: OK, so the.

Nick Davis: Was not the converse, that, this was, you provided this document.

Becky Farley: So, what that was that was some clarification and some different things that was gathered to give you all information, not everything that's in that packet that you have there, what, has been approved or has been part of a budget or has been taken out of the budget or anything like that. So on May the 20th. You received a copy of the budget and that's Draft 2, and that's what I have presented tonight. Do you want to look at my copy and see what's different from? I don't think that there's a lot different, but that was just like general information.

Nick Davis: I got you. Yeah and that was the one that we had an option that you could print it

Becky Farley: Correct.

Nick Davis: Or you could continue to look at it digitally.

Becky Farley: Yes.

Shannon Stout: So the 3.1 basically is what, is, has been removed from the budget. And that's our capital projects.

Becky Farley: Correct.

Shannon Stout: But.

Nick Davis: What are we? If we're going to remove it from the budget and ask for it and not put it in the budget. Why aren't we just going to ask for everything we want? Like, why are we dwindling down what we need?

Becky Farley: Because what.

Nick Davis: Like we don't have tennis courts. Like, this isn't like, oh, we'd like to have something nicer. Like we physically don't have tennis courts. We demolished a tennis court.

Shannon Stout: Yeah, we talked this out, at one of the meetings you weren't here for.

Nick Davis: Good.

Shannon Stout: So there was a lot of discussion about that.

Nick Davis: What's the answer?

Shannon Stout: There are alternatives in place that are being used right now and they're having community discussions with the city and county to see if there might be some partnership where we can work together on building tennis courts.

Nick Davis: Right.

Shannon Stout: Versus the school being responsible for building them, but there are other alternatives in place, so the tennis team can practice and can play.

Sheri Nichols: Yep.

Nick Davis: So we're just going to treat them completely different.

Shannon Stout: So that wasn't.

Scott VanWinkle: We actually voted to add it to the budget and it failed.

Nick Davis: OK.

Shannon Stout: Yes. Yeah.

Becky Farley: So when we presented the budget to the County Commission, we asked for maintenance of effort and then we asked for these capital projects that were original to the school.

Nick Davis: I guess I got confused because the last which was the last meeting we had the document that I'm looking at here. Has it right there on them, with the total of 4.360.

Shannon Stout: That wasn't the most current based on the vote. I don't know why that had tennis courts on there, but. It shouldn't have.

Scott VanWinkle: Do you?

Jon Matthews: So can I ask a question on that maintenance of effort part, did we receive all of our maintenance of effort? From this budget year? Did we receive all of those funds?

Kim Bray: No.

Becky Farley: No.

Kim Bray: No, and we didn't the year before.

Jon Matthews: We haven't received maintenance effort for two years?

Kim Bray: Well, we don't know. We're, we may come close this year. There's some places that we probably are not going to get it. But the sales tax overage to my make up the difference last year was about \$725,000.

Jon Matthews: So, how do we go about getting that maintenance?

Kim Bray: We don't. Maintenance of effort is kind of a misnomer. I was under the same impression as you, but basically the law allows. If the county does, they project and they don't collect it. They don't have to make up the difference.

Jon Matthews: They don't have to give us maintenance of effort. Even though that's what the law states.

Kim Bray: The law, if you read the law carefully, there's an outs to that and I can send you all of that.

Jon Matthews: But.

Kim Bray: Basically if they, if they're, do not collect it through sales tax or property taxes they do not have to make up the difference to us in cash.

Shannon Stout: There was some legislation brought forth this year. That didn't make it through, and I think they're going to try it again next session. That if it is not met that the county has to go back and meet it.

Jon Matthews: And make it up.

Kim Bray: And write a check.

Shannon Stout: And make it up, yes.

Nick Davis: So that a good point, right? That's a really good point where our capital projects should never be on our budget into the future, right? So if we're not going to get given dollar figure. Then if it's tax based county tax based, then let's not plan for it until the county can agree that they have it.

Shannon Stout: I think that was the thought process kind of from the get go on the capital project fees, yeah.

Nick Davis: But I'm just, I guess I just don't. Understand why we wouldn't ask for everything we want?

Shannon Stout: Reasonable in our ask safety, security and education.

Nick Davis: Well, I don't.

Shannon Stout: Go down the line from there.

Nick Davis: You can tell the tennis people that they don't fall into those three categories then.

Shannon Stout: They've got alternatives in place, OK. But we already voted on that.

Nick Davis: OK, thank you.

Shannon Stout: That's done.

Jon Matthews: Can I ask one other questions on the capital project thing? I noticed on the North renovation. When we did the South renovation, it was \$750,000 that we had on that. Was there that much of a savings?

Becky Farley: So I think what has happened is some of the things like she's already done, some painting, she's already gotten some flooring. So I think she's gotten some of the items already. So that's why the difference is. Is that correct?

Kim Bray: Correct, her building has already been painted, like some flooring and some other items that have normally been included in a renovation. She has already had done. We painted her building last summer.

Jon Matthews: OK. But the reason I asked is not necessarily just trying to, but North and South are identical buildings.

Kim Bray: Right.

Jon Matthews: And if it took 750 for South how is North that much of a savings.

Kim Bray: Normally that, it is 750.

Becky Farley: You get for renovation. Just like flooring you get \$75,000. Just like by bathroom partitions are \$25,000. You kind of have a set price.

Shannon Stout: Oh, and we had to do South at one time because it was bumped back, so we had it all bundled and then you didn't get to piece it out because we were holding, the prior board, was holding off on some of that thinking that there might be a build out there. So that's why it wasn't kind of parceled out like you've been able to, she's been able to do it North.

Kim Bray: It was on hold.

Shannon Stout: It was on hold, so it all came from swoop.

Becky Farley: But no, anytime, ask questions because I want to be fair with all 12 schools as I possibly can be.

Jon Matthews: Yeah, that's just because they're such similar buildings, I mean. They're identical buildings.

Becky Farley: Laid out backwards.

(Audio)

Jon Matthews: That's a large difference between the two, yeah.

(Audio)

Becky Farley: Except laid out backwards.

Kim Bray: South is backwards.

Jon Matthews: Yeah.

(Laughter)

(Audio)

Sheri Nichols: North is right, South is not. Is that what your saying?

(Audio)

Becky Farley: Started to say, Mr. Threet, you're going to sit there and not say a word, are you kidding me dude?

(Audio)

Becky Farley: Absolutely, I would expect you to.

Jon Matthews: That's cause we learned from our mistakes and then make North right.

Sheri Nichols: Oh gosh. OK.

Becky Farley: Anybody else have any more questions I can answer? Yes, ma'am.

Kim Bray: I want to clarify something I heard Miss Stout say. The 3.1 for the capital projects is currently included in that total at the bottom. I just want to make sure everybody understands that. But that 2.9 deficit, if the county gives us the 3.1 will go away.

Shannon Stout: OK.

Kim Bray: Is everybody clear on that.

Shannon Stout: Yes, so it is included.

Kim Bray: Correct.

Shannon Stout: In the budget.

Kim Bray: Yes, ma'am.

Shannon Stout: Got it. OK.

Kim Bray: But it will that negative. Will become a slight positive.

Shannon Stout: OK.

Chris King: We like positive.

Becky Farley: And please keep in mind the savings we will get from this salary.

Kim Bray: Will also go.

Becky Farley: Will also go in there and also Budget #2 is \$4.8 million less than when we started.

(Audio)

Jon Matthews: But we also have no fluff, no room for.

Becky Farley: No this is a.

Jon Matthews: Error between now and.

Becky Farley: No yeah this is a tight budget.

Jon Matthews: Yeah.

Becky Farley: But we can make it work.

Sheri Nichols: Yes.

Becky Farley: Any other questions?

Chris King: If not we've got a motion and a second. We're voting on, think everybody's clear? If not speak now or forever be silent.

(Silence)

Chris King: Madam Secretary, call the roll, please.

Diane McCartney: Mr. VanWinkle?

Scott VanWinkle: Yes.

Diane McCartney: Miss. Nichols?

Sheri Nichols: Yes.

Diane McCartney: Mr. Davis?

Nick Davis: Yes.

Diane McCartney: Mr. Matthews?

Jon Matthews: Yes.

Diane McCartney: Mr. Cole?

Travis Cole: Yes.

Diane McCartney: Miss Stout?

Shannon Stout: Yes.

Diane McCartney: Mr. King?

Chris King: Yes.

Diane McCartney: Yeses have it.

Chris King: Thank you, is there anything else?

Becky Farley: We present this on June 17th at 4:30 to the County Commission Budget Committee.

Chris King: We will have a work session.

Becky Farley: Yes.

Chris King: So our next meeting is scheduled as June 12th work session.

Chris King: If there's nothing else?

(Audio)

Motion to approve 2025-2026 Budget Proposal.

VOICE VOTE: (mover-yes) Cole

(seconder-yes) Nichols

Yes: 7, No: 0

MOTION: Motion Carried

6. Questions from Media

7. Adjournment

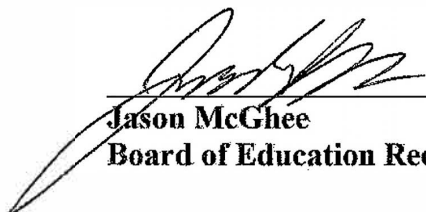
Chris King: If there's nothing else we're adjourned.

(Meeting adjourned at approximately 7:00 PM.)

Rebecca Farley
Director of Schools

Chris King
Chairperson of the Board

Comment I, Jason McGhee hereby certify that I reported the foregoing minutes and that I delivered said minutes to the office of the Director of Schools on June 3rd, 2025.



Jason McGhee
Board of Education Recorder

(* Indicates Board Approval Required)

(*) Indicates Board Approval Required
June 19, 2025 at 6:00 PM - Board of Education Meeting

1. Call to Order

Agenda Item Type: Procedural Item

2. Moment of Silence/Pledge of Allegiance

Agenda Item Type: Procedural Item

3. Welcome to Visitors/Acknowledgement of Elected Officials

Agenda Item Type: Procedural Item

4. Special Recognition

Agenda Item Type: Information Item

5. Roll Call

Agenda Item Type: Procedural Item

6. Declaration of Conflict

Agenda Item Type: Action Item

7. *Approval of Regular, Special Called & Budget Minutes

-5-19-25 Budget

-5-22-25 Regular

-5-27-25 Special Called

Agenda Item Type: Action Item

Attachments: (3)

- [5-19-25 Budget Work Session](#)
- [5-22-25 BOE Minutes](#)
- [5-27-25 Special Called Minutes](#)

8. *Approval of Agenda

Agenda Item Type: Action Item

9. Community Comments

Agenda Item Type: Information Item

10. Board Member(s) Report from Training(s)

Agenda Item Type: Information Item

11. Legal Report

Agenda Item Type: Information Item

12. TLN Report

Agenda Item Type: Action Item

13. *Director of Schools Search Process

Agenda Item Type: Action Item

13.A. *DOS Selection

Agenda Item Type: Action Item

13.B. *DOS Contract Discussion and Negotiator Appointment
Agenda Item Type: Action Item

14. Director's Report

Agenda Item Type: Information Item

14.A. *BOE 2025-2026 Meeting Dates

Agenda Item Type: Information Item

Attachments: (1)

- [2025-2026 BOE Meeting Dates](#)

14.B. *Consolidated Funding Application

Agenda Item Type: Information Item

Attachments: (1)

- [Consolidated Funding Application](#)

14.C. *Approval of Ben Lomand Receiver Box for Internet

Agenda Item Type: Information Item

Attachments: (1)

- [Ben Lomand](#)

14.D. *Approval for Acceptance of Funds for Book Bus

Agenda Item Type: Action Item

Attachments: (1)

- [Acceptance of Funds-Book Bus](#)

14.E. *Approval of Roane State Nursing Program Agreement

Agenda Item Type: Action Item

Attachments: (1)

- [Roane State & CC Schools Nursing Program Agreement](#)

14.F. *Crossroads Academy Proposal

Agenda Item Type: Action Item

Attachments: (1)

- [Crossroads Academy Proposal](#)

14.G. *Approval of School Nutrition Packets

Agenda Item Type: Action Item

Attachments: (2)

- [Approval of the Annual Food, Non-Food Supplies and Services Bid Renewal Packet](#)

- [Approval of the SY 2025-2026 Agreement to Administer the SNP](#)

14.H. *Request to Accept Grant for CSH

Agenda Item Type: Action Item

Attachments: (1)

- [Request to Accept VEC Grant-CSH](#)

14.I. Summer Program Overview

Agenda Item Type: Action Item

Attachments: (1)

- [Summer Programming 2025 Overview](#)

14.J. McKinstry Data Assessment

Agenda Item Type: Action Item

Attachments: (1)

- [McKinstry Data](#)

14.K. Supplement Discussion

Agenda Item Type: Action Item

14.L. Annual Planning Calendar

Agenda Item Type: Information Item

Attachments: (1)

- [2025-2026 Annual Planning Calendar](#)

14.M. FYI

Agenda Item Type: Information Item

Attachments: (7)

- [Centerstone MOU](#)
- [Memorandum of Understanding for Drug Screening](#)
- [Telehealth Services MOU 2025 Cumberland](#)
- [Tntp Agreement \(SPED\)](#)
- [Stellar Nursing Agreement for Medicaid Reimbursement](#)
- [Safe Schools Counseling Data](#)
- [Coordinated School Health Report](#)

14.M.1. Personnel Report

Agenda Item Type: Information Item

Attachments: (2)

- [CCSNP Personnel Report](#)

- [Personnel Report](#)

14.M.2. Substitute List

Agenda Item Type: Information Item

Attachments: (1)

- [Substitute Board List](#)

14.M.3. School News Articles

Agenda Item Type: Information Item

Attachments: (1)

- [Phoenix Newsletter](#)

15. *First and Second Reading of Policies

Agenda Item Type: Action Item

Attachments: (29)

- [1.407 School District Records](#)
- [1.803 Tobacco Free Schools](#)
- [1.901 Charter School Applications](#)
- [1.903 Charter School Oversight](#)
- [1.905 Charter School Renewal](#)
- [1.906 Charter School Revocation](#)
- [1.1021 Student Board Member](#)
- [2.403 Surplus Property Sales](#)
- [3.202 Emergency Preparedness Planning and Training](#)
- [3.204 Threat Assessment Team](#)
- [4.100 Instructional Program](#)
- [4.212 Virtual Education Program](#)
- [4.301 Interscholastic Athletics](#)
- [4.403 Library Materials](#)
- [4.406 Use of the Internet](#)
- [4.601 Reporting Student Progress](#)
- [5.100 Personnel Goals and Objectives](#)
- [5.110 Compensation Guides and Contracts](#)
- [5.119 Employment of Retirees](#)
- [5.305 Family and Medical Leave](#)
- [5.500 Discrimination Harrassement of Employees](#)
- [5.701 Substitute Teachers](#)
- [6.200 Attendance](#)
- [6.303 Questioning Students and Searches](#)
- [6.304 Student Discrimination Harrassment Bullying Cyber-Bullying Intimidation](#)
- [6.312 Use of Personal Communication Devices and Electronic Devices](#)
- [6.312b Use of Wireless Communication Devices Elementary](#)

- [6.411 Student Wellness](#)
- [6.600 Student Records](#)

16. Chief Financial Officer's Report

Agenda Item Type: Information Item

16.A. Monthly Financial Report

Agenda Item Type: Information Item

Attachments: (1)

- [Financial Report](#)

16.B. Monthly Sales Tax Report

Agenda Item Type: Information Item

Attachments: (1)

- [Sales Tax Report](#)

16.C. *143 Budget Amendments

Agenda Item Type: Action Item

Attachments: (1)

- [143 BA-Commodity Delivery](#)

17. *Consent Agenda

Agenda Item Type: Consent Agenda

17.A. School Board Reports

Agenda Item Type: Consent Item

17.B. *Approval of Overnight and Out-of-State Field Trips

Agenda Item Type: Consent Item

Attachments: (5)

- [CCHS Overnight Request-FFA-Doyle](#)
- [CCHS Overnight Request-FFA-Washington](#)
- [CCHS Overnight Request-Football](#)
- [SMHS Overnight Request-Band](#)
- [SMHS Overnight Request-Volleyball](#)

17.C. *School Wide Fundraisers

Agenda Item Type: Consent Item

Attachments: (2)

- [HES School-Wide Fundraiser](#)
- [Stone Elem School-Wide Fundraiser](#)

17.D. *Approval of Disposal of Surplus Property

Agenda Item Type: Consent Item

Attachments: (5)

- [Federal Programs Retired Inventory](#)
- [General, CTE, Food Service, SPED Retired Inventory](#)
- [Phoenix Retired Inventory](#)
- [SMHS Retired Inventory](#)
- [Transportation Retired Inventory](#)

17.E. *Executive Approval

Agenda Item Type: Consent Item

Attachments: (1)

- [Executive Approval Field Trip](#)

18. Questions from Media

Agenda Item Type: Information Item

19. Adjournment

Agenda Item Type: Action Item

Comments:

2025-2026 BOE Work Session & Board Meeting Dates

| Work Session Dates | |
|----------------------------|----------|
| July 2025 | 7-15-25 |
| August 2025 | 8-14-25 |
| September 2025 | 9-18-25 |
| October 2025 | 10-9-25 |
| December (Nov) 2025 | 11-20-25 |
| January 2026 | 1-15-26 |
| February 2026 | 2-19-26 |
| March 2026 | 3-12-26 |
| April 2026 | 4-16-26 |
| May 2026 | 5-21-26 |
| June 2026 | 6-18-26 |
| | |
| Board Meeting Dates | |
| July 2025 | 7-24-25 |
| August 2025 | 8-21-25 |
| September 2025 | 9-25-25 |
| October 2025 | 10-23-25 |
| December 2025 | 12-4-25 |
| January 2026 | 1-22-26 |
| February 2026 | 2-26-26 |
| March 2026 | 3-26-26 |
| April 2026 | 4-23-26 |
| May 2026 | 5-28-26 |
| June 2026 | 6-25-26 |

FY26 Consolidated Application Approval for IDEA/ESEA School Year 2025-2026

00180

LEA #

Cumberland County Schools

LEA Name (Legal Name of Agency):

Cumberland County Schools

LEA Legal Mailing Address

368 Fourth St.

Street Address

Crossville

City

Tennessee

State

38555

Zip

Consolidated Project begins July 1, 2025 and ends June 30, 2026.

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 19, 2025

Board Meeting Date

Director of Schools (Signature)

Board of Education Official (Signature)

Dr. Rebecca Farley

Director of Schools (Print Name)

Mr. Chris King

Board of Education Official (Print Name)

Date Signed

Date Signed



Telephone: (931) 668-4131 • Website: www.blomand.org
311 North Chancery Street • P.O. Box 670 • McMinnville, Tennessee 37110-0670

Crab Orchard Elementary School

240 School Road
Crab Orchard, Tn

To whom it may concern,

Subject: Locating Telephone Equipment on School Property

We are writing to inform you that our team is proposing to locate telephone equipment on your property at the rear of the property near 240 School Road(close to HWY 70E). We want to assure you that we are committed to taking every measure to ensure that your property is left in good condition.

As part of our commitment to providing high-quality broadband service for the area of Crab Orchard, we will take all necessary precautions to minimize any disruption or damage to your property. The location of this equipment will ensure fiber is available to everyone in the area.

We appreciate your understanding and cooperation as we carry out these important improvements. If you have any questions or concerns prior to the scheduled work, please do not hesitate to contact us at 931-484-5097 or dfreeman@benlomand.org.

Thank you for your consideration to this matter. We value your partnership and are committed to ensuring that your property is well cared for throughout this process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Smartt", is written over a light blue circular stamp.

Gregory D Smartt

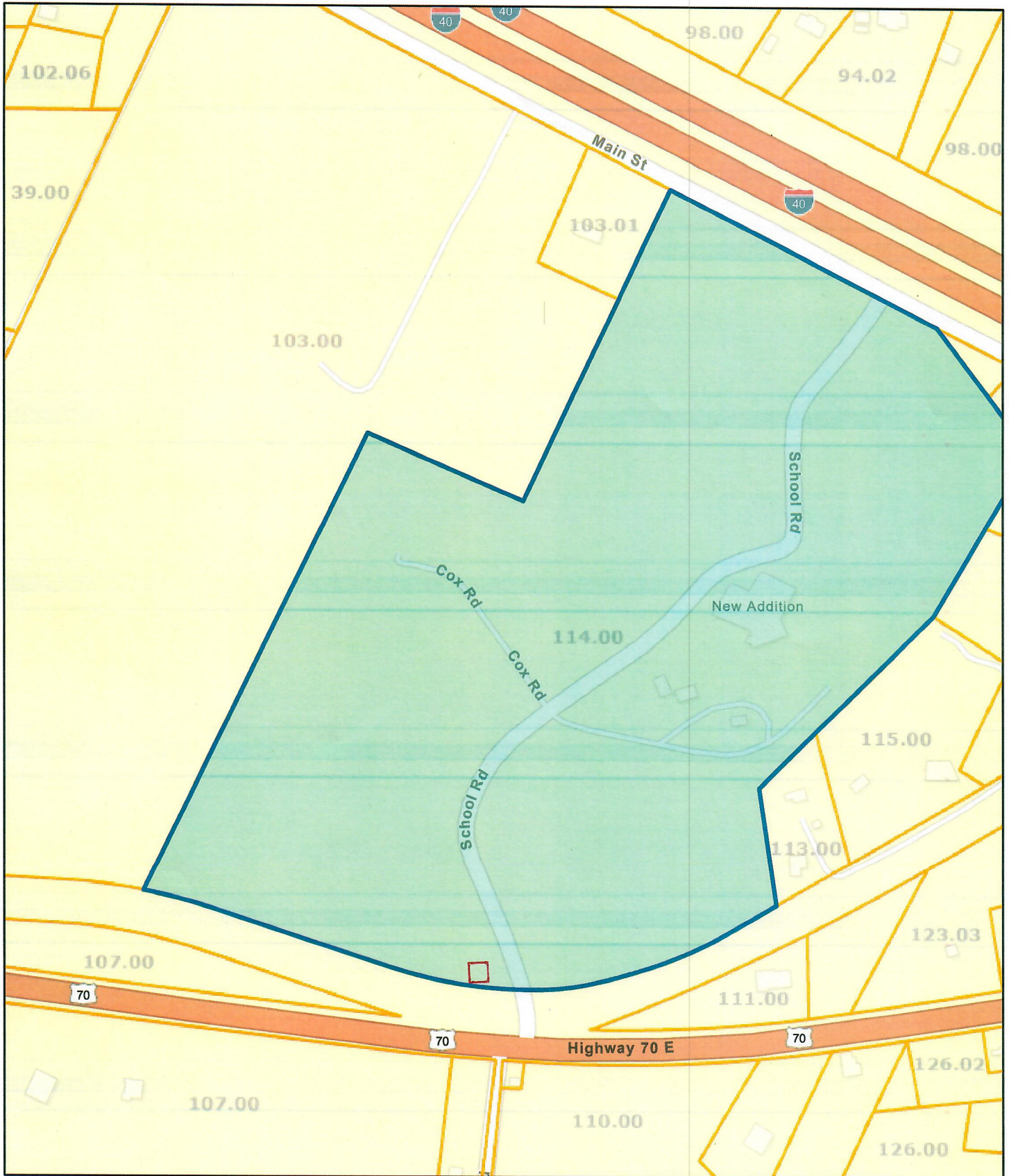
General Manager/CEO

P.O. Box 670, McMinnville, TN 37111

Office: 931-668-4131

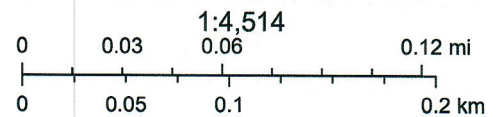
gregsmartt@benlomand.org

Cumberland County - Parcel: 129 114.00



Date: June 9, 2025

County: CUMBERLAND
Owner: CUMBERLAND COUNTY BOARD OF EDUCATION
Address: SCHOOL RD
Parcel ID: 129 114.00
Deeded Acreage: 45.63
Calculated Acreage: 0



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Dr. Rebecca Farley • Director of Schools

Chris King • Board Chairman

Dr. Farley and Cumberland County Board of Education,

Please approve the acceptance of funds in the amount of \$2,500 from the Fairfield Glade Ladies' Club. These funds are from a grant and are to help with funding the Book Bus.

Thank you,

Dr. Stephanie Speich
Pre-K-8th Grade Supervisor

Mobile Book Bus Initiative

Project Title: A Mobile Literacy Initiative for Our Community

Introduction and Statement of Need: Reading is the foundation of education, yet many students in our community face barriers to accessing books outside of school. Limited transportation, financial constraints, and a lack of public library resources create significant gaps in literacy development. Research shows that children who have access to books at home demonstrate stronger reading skills and higher academic achievement. To address this need, we propose the implementation of the **Cumberland County Mobile Book Bus**, a traveling library that brings books, literacy activities, and educational resources directly to students and families across our district.

Project Description: The Mobile Book Bus will be a retrofitted school bus transformed into a vibrant and welcoming library on wheels. The bus will be stocked with books for all grade levels and reading abilities, focusing on culturally relevant, high-interest materials that reflect our diverse student population. The initiative will provide the following services:

1. **Regularly Scheduled Book Stops** – The bus will visit neighborhoods, community centers, parks, and school parking lots on a weekly basis, ensuring consistent access to books for students and families. **The bus will work alongside the Summer Feeding Program and books will be given to children at the food stops.**
2. **Interactive Storytime and Literacy Events** – Engaging activities such as read-aloud sessions, author visits, and themed reading nights will be hosted on and around the bus to cultivate a love of reading.
3. **Free Book Distribution and Lending Program** – Students will have the opportunity to borrow books or receive free books to build their personal home libraries.
4. **Bilingual and Special Education Resources** – To support literacy among English Language Learners and students with disabilities, the bus will include bilingual books, audiobooks, and adaptive reading tools.
5. **Community Partnerships** – We will collaborate with local businesses, the public library, and nonprofit organizations to enhance book offerings and provide additional educational programming.

Goals and Objectives: The primary goal of the Mobile Book Bus is to increase literacy rates and foster a lifelong love of reading among students. Our specific objectives include:

- Expanding book access to at least **500 students** within the first year.
- Increasing independent reading engagement among students.
- Enhancing parent and community involvement in literacy activities by hosting **family reading events**.
- Providing books to students who may not otherwise have access, with a goal of distributing at least **2,000 free books annually**.

Budget and Sustainability Plan: The funding request of **\$5,000** will cover the cost of retrofitting the bus with bookshelves, seating and reading spaces, stocking books, and covering some of the operational expenses for the first year. We will seek ongoing funding through:

- **Using the Governor’s Early Literacy Foundation Grant of \$16,500 to retrofit the bus with bookshelves, seating, reading spaces and a high-resolution graphic wrap.**
- **Local Literacy Grants**
- **Partnerships with Community Businesses**
- **Annual Fundraising Campaigns**
- **Sponsorship Programs (e.g., “Adopt-a-Book” initiative)**

Conclusion: The Mobile Book Bus is more than just a traveling library—it is a movement to empower students with the joy and knowledge that books provide. By removing barriers to book access and engaging families in literacy efforts, we will build a stronger, more educated community. With the support of this grant, we can turn this vision into reality, fostering a lifelong love of reading for generations to come.

FAIRFIELD GLADE LADIES CLUB

REQUEST FOR GIFTING

ORGANIZATION INFORMATION

AGENCY NAME Cumberland County School District

PHYSICAL LOCATION: 368 4th Street

MAILING ADDRESS: _____

CITY: Crossville STATE: TN ZIP: 38555

PHONE: 931-484-6135

IRS TAX ID NUMBER: _____

PHONE FOR GENERAL PUBLIC: 931-484-6135

WEBSITE: ccschools.k12tn.net

YEAR ORGANIZATION WAS FOUNDED: _____

CONTACT PERSON: Stephanie Speich TITLE: Pre-K-8 Supervisor

BEST PHONE NUMBER: 931-200-1669 E-MAIL ADDRESS: sspeich@ccschools.k12tn.net

Provide your mission statement or statement of purpose

Member Name

NON-PROFIT STATUS CONFIRMATION

Provide the most recent IRS Form 501(c)(3) letter of determination (required)

Position

Phone

Date

CONNECTION WITH FAIRFIELD GLADE LADIES CLUB

Has the organization received a Fairfield Glade Ladies Club Gift in the past? Yes No

If no, please list three references from outside your organization who have knowledge of our programs and this request.

Name Kelly Smith Phone 931-248-0300 Email ksmith3@ccschools.k12tn.net

Name Debra Beaty Phone 931-510-4106 Email beatyd@ccschools.k12tn.net

Name Rebecca Farley Phone 931-337-7179 Email rfarley@ccschools.k12tn.net

ORGANIZATION FUNDING SOURCES

- Describe how gift will be used.
- How much is your request from Fairfield Glade Ladies Club?
- List other Funding sources

ORGANIZATION SERVICE AREA

Provide counties served and numbers served in those counties ~ the children and families of Cumberland County

CERTIFICATION

I certify that the information provided in this application is accurate to the best of my knowledge.

I certify that the organization is in full compliance with any non-discrimination policies, licenses, and local, state, and federal filings.

Preparer Name: Stephanie Speich

Signature: [Handwritten Signature] Phone: _____

931-200-11669 Date: 3-4-25 Authorized Board

Member Name: _____

Signature: _____

Position: _____ Phone: _____ Date: _____

Executive Director/President/CEO Name: William Stepp

Signature: [Handwritten Signature]

Phone: 931-484-6135 Date: 3-4-25

DISCLOSURES

The Fairfield Glade Ladies Club reserves the right to adjust the amount awarded to any organization without prior notice. Organizations will be notified of the funding decision via e-mail. All funding decisions are final. If an organization is selected to receive funding, checks will be delivered in person by appointment confirmed with the contact person listed above. By accepting funding, the organization agrees that photos taken at fund delivery may be used by the Fairfield Glade Ladies Club without restriction. The Fairfield Glade Ladies Club reserves the right to visit the recipient's organization.

CLINICAL AFFILIATION AGREEMENT BETWEEN **ROANE STATE COMMUNITY COLLEGE**
AND **CUMBERLAND COUNTY BOARD OF EDUCATION**

This Agreement is made this **1st** day of **August 2025**, by and between **Roane State Community College**, hereinafter referred to as "Institution" and **Cumberland County Board of Education**, hereinafter referred to as "Affiliate".

Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

I. Purpose - the purpose of this Agreement shall be to provide clinical experience to students enrolled in the **nursing program** of the Institution.

A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

B. The clinical experience shall be provided at the Affiliate's Facility located at **368 Fourth Street, Crossville, TN 38555**, hereinafter referred to as "Facility". C.

The specific experience to be provided students is described as follows:

Students under supervision of faculty shall participate in select foundational nursing care activities to affiliate clients. Supervision of students to be provided by assigned Roane State Community College nursing faculty.

II. Terms and Conditions - pursuant to the above-stated purpose, the parties

A. Term – This agreement shall be effective for **10 years** commencing **August 1, 2025, and ending July 31, 2035.**

Either party may terminate this Agreement upon giving **30** days written notice to the other party. Such termination shall have no effect on students receiving clinical experience during the current academic term.

B. Placement of Students – As mutually agreed between the parties, the Institution will place an appropriate number of students at the Facility each academic term.

C. Discipline - While enrolled in clinical experience at the Facility, students (and faculty, if applicable), will be subject to applicable policies of the Institution and the Affiliate.

Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. Notwithstanding the foregoing and pursuant to its policies, Affiliate retains the right to safeguard the health, safety, and welfare of its patients and the orderly operation of the Facility and in such capacity shall have the right to exclude or remove a student from the Facility at any time based on a student's failure to comply with reasonable policies of the Facility, including,

without limitation, those related to vaccination and disease testing.

D. Specific Responsibilities - The following duties shall be the specific responsibility of the designated party (Institution and/or Affiliate/Facility):

1. **Institution** shall be responsible for the selection of students to be placed at the Facility.
2. **Institution and Affiliate** shall provide orientation to the Facility for students beginning clinical experience.
3. **Institution and Affiliate** shall be responsible for scheduling training activities for students.
4. **Institution and Affiliate** shall be responsible for supervising patients/students at all times while present at the Facility for clinical experience.
5. **Institution and Affiliate** shall evaluate the performance of individual students as appropriate.
6. **The Affiliate** shall retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.
7. **The Affiliate** shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.
8. **The Affiliate** shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
9. **The Affiliate** shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical facilities and services as necessary.
10. **The Institution** shall provide health records of students (and faculty, if applicable) upon request by the Affiliate. In order to maintain a healthy and safe environment, Affiliate retains the right to require students and faculty participating at its Facility to have, or to obtain, any immunizations or testing reasonably required by Affiliate.
11. **The Institution** shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.
12. **The Affiliate** requires written evidence of professional liability insurance coverage from individual students and faculty and staff (if applicable) participating in the experience. The minimum amount of coverage per individual shall be **\$1,000,000**. The coverage shall extend through the term of the student and faculty or staff's (if applicable) participation.
13. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301 et seq.

E. Mutual responsibilities - the parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to:

To the extent required by federal law, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as

“HIPAA Requirements.” The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The Family Educational Rights and Privacy Act (FERPA). The Affiliate shall protect the confidentiality of the student’s records and shall not release any information without written consent from the student unless required to do so by law.

2. Background Checks: If criminal background checks of students are required by the Affiliate, the Institution shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students will be informed by the Institution that the check must be completed within the 90day period immediately prior to the student’s initial clinical placement. It shall be the student’s responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.

If criminal background checks are required for Institutional faculty or staff, it shall be the Institution’s responsibility to arrange for the background check, to pay all costs associated with such checks and to provide the results to the Affiliate.

It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty/staff member shall not participate at its facility, Affiliate shall so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical program at the Affiliate.

If an Institutional faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical program without the necessity of undergoing an additional background check.

Recognizing that students enrolled in the nursing program at Institution will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student’s initial clinical placement if the student maintains continuous enrollment in the Institution’s health care program and if the results of the background check are archived by the background check agency.

Institution shall inform students or faculty/staff members excluded from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

(If desired, a list of the checks to be run, along with the disqualifying criteria of the Affiliate can be referenced and affixed as an Addendum.)

3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.

4. Any courtesy appointments to faculty or staff by either the Institution or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.
5. The confidentiality of patient records and student records shall be maintained at all times in accordance with applicable law.

F. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

ROANE STATE COMMUNITY COLLEGE

CUMBERLAND COUNTY BOARD OF EDUCATION

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

Approved by TBR: (If required; contracts which materially differ from this form require approval of the Chancellor.)

Chancellor _____

Date _____

Crossroads Academy

- HB 1175 and SB 1379 effective July 1, 2025 states that independent daycare can lease unutilized space from a school system.
- Operated last year in the United Methodist Church.
- They served 13 families from Brown, Martin, South, and Stone. Twelve of the families have committed for the 2025-2026 school year.
- They are a licensed childcare provider with the state and can take CCSchools prek students, as well as kindergarten through 12 years.
- At the church, school buses from Martin and Stone were able to drop-off.
- They have a small bus and did pick-up from Brown and South.
- It was started by a retired educator and current educator.
- They follow through the school calendar and operate Monday through Friday 2:30-6:00.
- The program is structured with a dedicated time for tutoring/homework help. They did reach out this year to some of the students' teachers in order to make the best of the time with the students.
- They are interested in leasing a space for the 2025-2026 school year centrally located.
- They want to remain independent of the school system.



Introducing...



Crossroads Academy After-School Program

MONDAY - FRIDAY

AGES
5-12



WHAT WE PROVIDE

- Structured and Reliable Care
- Homework Help from Certified Teachers



Care Hours:
2:30 - 6:00pm

Located at -
First Methodist Church
100 Braun St. Crossville, TN



CALL 931-200-1766 to REGISTER!

HOUSE BILL 1175

By Williams

AN ACT to amend Tennessee Code Annotated, Title 13;
Title 49; Title 68 and Title 71, relative to child care.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1 Tennessee Code Annotated, Section 49-13-136(c), is amended by deleting subdivisions (2)-(6) and substituting:

(2) An LEA in which one (1) or more public charter schools or child care agencies operate shall submit a comprehensive listing of all underutilized property or vacant property to the department of education and the comptroller of the treasury. The department shall make an LEA's list available to a public charter school or child care agency operating in the LEA or to a sponsor seeking to establish a public charter school or child care agency in the LEA.

(3) A public charter school or child care agency may petition the comptroller of the treasury for an audit of the list of all underutilized property or vacant property submitted by the LEA in which the public charter school or child care agency are, or will be, geographically located. The comptroller of the treasury is authorized to promulgate rules, in accordance with the Uniform Administrative Procedures Act, compiled in title 4, chapter 5, for the administration of this subdivision (c)(3).

(4) (A) A public charter school or child care agency operating within the geographic boundaries of an LEA, excluding public charter schools in the achievement school district, has a right of first refusal to rent or lease

(i) Purchase vacant property listed by the LEA under this section at or below fair market value for educational purposes or for child care use; or

(ii) Lease underutilized property or vacant property listed by the LEA under this section at or below fair market value for educational purposes or for child care use. A lease agreement executed between a public charter school and an LEA or a child care agency and an LEA must not reflect any outstanding bonded debt on the underutilized property or vacant property, except as agreed upon to reflect any necessary costs associated with the occupation or remodeling of the facility.

(B) For purposes of this subsection (C):

(i) "Fair market value for educational purposes" is determined by taking the average of two (2) separate appraisals conducted by two (2) independent, qualified appraisers, one (1) selected by the LEA and one (1) selected by the public charter school; and

(ii) "Child care use" is determined by taking the average of two (2) separate appraisals, one (1) selected by the LEA and one (1) selected by the child care agency.

(5) (C) (c) no individual shall be responsible for...

(A) Upon the execution of a lease agreement pursuant to this section, a public charter school or child care agency has unrestricted use of the property.

The public charter school or child care agency shall provide for routine maintenance and repair so that the leased property is maintained in as good of order as when the lease was executed. The public charter school or child care agency is responsible for paying all utilities used by the public charter school or

child care agency at the leased property. Extensive repairs to buildings or facilities considered capital expenses are the responsibility of the LEA funding body and not the public charter school or child care agency. If the public charter school or child care agency makes extensive repairs to buildings or facilities considered capital expenses, then the capital expenses must be credited against the cost of the lease. Any fixtures, improvements, or tangible assets added to leased property by the public charter school or child care agency pursuant to this section must remain at the leased property upon the public charter school's or child care agency's return of the leased property to the LEA.

(B) If the LEA decides to sell the school building that the public charter school or child care agency is leasing, then the public charter school or child care agency must be provided the right of first refusal to purchase the school building at or below fair market value for educational purposes or for child care use, less the value of all rental payments made to the LEA during the term of the lease.

(C) If, during the term of the lease, the public charter school or child care agency closes or ceases using the building, then the building must be placed on the LEA's vacant or underutilized property list pursuant to this subsection (c).

(6) If, after the purchase of vacant or underutilized property from an LEA pursuant to this subsection (c), the public charter school or child care agency closes or ceases using the property, then the LEA has the right of first refusal to purchase the property from the public charter school or child care agency at or below fair market value for educational purposes or for child care use. This subdivision (c)(6) does not require a public charter school or child care agency to sell property owned by the public charter school, the charter management organization, or the child care agency.

SECTION 2. Tennessee Code Annotated, Section 49-13-136, is amended by adding the following as a new subsection:

(h) As used in this section, "child care agency" has the same meaning as defined in § 71-3-501.

SECTION 3. Tennessee Code Annotated, Section 71-3-501, is amended by adding the following as a new subdivision:

(c) "Host school" means a public or private school that has a child care agency or early learning program in the school not affiliated with such school;

SECTION 4. Tennessee Code Annotated, Section 71-3-502(d)(3), is amended by deleting the subdivision and substituting:

(3) If the department determines that any of the criteria in subdivision (d)(2) has not been, or cannot be met, then it may deny an application for a provisional license; however,

(A) A host school's fire inspection is sufficient to meet the department's requirements for a provisional license as described in subdivision (d)(2) for a child care agency or early learning program in the host school for same age children as in the host school; and

(B) The host school's facilities, such as a playground for the same age children as in the child care agency or early learning program in the host school, is sufficient to meet the department's requirements as described in subdivision (d)(2) for an application for a provisional license.

SECTION 5. Tennessee Code Annotated, Title 71, Chapter 3, Part 5, is amended by adding the following as a new section:

(a) As used in this section:

(1) "Child care family home" means a setting in which a caregiver provides child care in a family residence or a residence with a homelike environment; and

(2) "Local governing authority" means the governing body of the municipality or county where a child care family home is located.

(b) A local governing authority shall treat a child care family home as residential property in the application of local regulations, including:

- (1) Zoning;
- (2) Land use development;
- (3) Fire and life safety;
- (4) Sanitation; and
- (5) Building codes.

(c) For zoning purposes, residential property use includes single-family residential zoning.

(d) For a child care family home, a local governing authority shall not impose:

- (1) Stricter requirements than those provided by the division of fire prevention; or
- (2) Any additional regulations that do not apply to other residential properties.

(e) This section does not restrict a local governing authority from managing the flow of traffic and parking related to an adjacent child care family home.

SECTION 6. ~~This act takes effect July 1, 2025, the public welfare requiring it.~~

(1) "Child care family home" means a facility in which a caregiver

provides child care in a family residence or a residence with a non-profit

environment and

(2) "Local governing authority" means the governing body of the

municipality or county where a child care family home is located.

(b) A local governing authority shall treat a child care family home as residential

property in the application of local regulations, including

(1) Zoning;

(2) Land use development;

(3) Fire and life safety;

(4) Sanitation and

(5) Building codes.

(c) For zoning purposes, residential property that includes single-family

residential zoning

(d) For a child care family home, a local governing authority shall not enforce

(1) stricter requirements than those provided by the division of fire

prevention or

(2) Any additional regulations that do not apply to other residential

properties.

(e) This section does not restrict a local governing authority from managing the

flow of traffic and parking related to an adjacent child care family home.

SECTION 6. This act takes effect July 1, 2025. The public welfare commission is



Dr. Rebecca Farley • Director of Schools

Mr. Chris King • Board Chairman

Date: June 11, 2025

To: Cumberland County Board of Education
Mr. Chris King, Board of Education Chair
Dr. Rebecca Farley, Director of Schools

From: Kathy Hamby, School Nutrition District Supervisor

Subject: Approval of the SY 2025 - 2026 Annual Food, Non-Food Supplies and Services Bid Packet Renewal

The Cumberland County School Nutrition Program will be renewing bid agreements for all categories of the School Year 2025-2026 Annual Food, Non-Food Supplies and Services Bid Packet. The bid renewal period will run from July 1 until June 30. Per bid conditions in the original bid packet, the bids may be extended to cover a total of (5) five school years provided the vendor and the CCSNP/CCBOE are in mutual agreement to extend the bid contract. Next SY several categories will be up for rebidding.

The following categories will be renewed per bid conditions:

- Additional Beverages (Coke and Pepsi)
- Beverage (IWC)
- Chemicals and Janitorial Supplies (IWC)
- Fresh Produce (IWC)
- Ice Cream (Murfreesboro Pure Milk Company)
- Main Food and Non-Food Supplies (IWC)
- Milk/Milk Products
- Pizza Concept Program - Homemade pizza program launched at CCHS and SMHS (SmartMouth Pizza)
- Waste Pickup and Disposal



Dr. Rebecca Farley • Director of Schools

Mr. Chris King • Board Chairman

Date: June 10, 2025

To: Dr. Rebecca Farley, Director of Schools
Mr. Chris King, Board of Education Chair

From: Kathy Hamby, School Nutrition District Supervisor

Subject: Approval of the SY 2025-2026 Agreement to Administer the School Nutrition Programs Packet

The Cumberland County School Nutrition Program requests approval of the SY 2025-2026 Agreement to Administer the School Nutrition Programs packet. The packet must be updated and approved annually, and it is required to participate in the National School Lunch Program, School Breakfast Program, Afterschool Snack Program, Fresh Fruit & Veggie Program, and the Seamless Summer Option Meals Program. Information for families will be provided online. Paper copies will be provided upon request.

The packet contains the following for approval:

- The School Year 2025-2026 Agreement to Administer the School Nutrition Program(s) and Policy Statement for Providing Free and Reduced-Price Meals to Students (17 pages) **Dr. Farley's signature is required on page 17.**
- Local Agriculture Products Compliance Plan (1 page) **Mr. King's and Dr. Farley's signatures are required.**
- Certification Regarding Debarment (3 pages) **Dr. Farley's Signature is required.**
- Community Eligibility Provision (CEP) Notification Letter (2 pages)
- Offer Versus Serve Procedures (1 page)
- Meal Charge Administrative Procedures (2 pages)
- Additional FYI Nutrition Outreach Information that will be provided to families

All forms must be signed in blue ink.

Please return the original signed copy to the CCSNP for submission to the Tennessee State Department of Education.

School Year 2025-26 Agreement to Administer the School Nutrition Program(s)

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

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

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

The State Agency (SA)

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

The School Food Authority (SFA)

- a. Application. An official of an SFA shall make a written application to the State Agency (SA) for any school in which it desires to operate the Program. Applications shall provide the State Agency (SA) with sufficient information to determine eligibility. The SFA shall also submit for approval a Free and Reduced-Price Policy Statement in accordance with 7 C.F.R. Part 245.
- b. Agreement. The Parties establish this Agreement, as each SFA approved to participate in the program is required under 7 C.F.R. § 210.9 to enter into a written agreement with the State Agency (SA) that may be amended as necessary. Nothing in the preceding sentence shall be construed to limit the ability of the State Agency (SA) to suspend or terminate this Agreement in accordance with 7 C.F.R. § 210.25. The SFA and participating schools under its jurisdiction shall comply with all provisions of 7 C.F.R. Parts 210, 215, 220, and 245. This Agreement shall provide that each SFA shall, with respect to participating schools under its jurisdiction:
 1. Maintain a nonprofit school nutrition program and observe the requirements for and limitations on the use of nonprofit school nutrition program revenues set forth in 7 C.F.R. § 210.14 and limitations on any competitive school food service as set forth in 7 C.F.R. § 210.11 and Tenn. Code Ann. § 49-6-2307;
 2. Limit its net cash resources in the School Nutrition Program to an amount that does not exceed three (3) months average expenditures for its nonprofit School Nutrition Program or

such other amount as may be approved by the SA in accordance with 7 C.F.R. § 210.19 (a); agrees that indirect costs may be recovered from the School Nutrition Program only from a reserve fund that exceeds three (3) months' operating expenses as outlined in Tenn. Code Ann. § 49-6-2305 Reserve Fund;

3. Maintain a system of financial accounting as prescribed under 7 C.F.R. §§ 210.14, 220.13 and 225;
4. Comply with uniform administrative requirements, cost principles, and audit requirements of federal awards in 2 C.F.R. Part 2200 as applicable;
5. Serve meals, during meal periods, which meet the requirements for food components and dietary standards as prescribed in 7 C.F.R. §§ 210.10 and 220.8;
6. Price meals as a unit;
7. Serve meals free or at a reduced price to all children who are determined by the local educational agency to be eligible for such meals under 7 C.F.R. Part 245;
8. Comply with the requirements of Provision 2, the Community Eligibility Provision, and reimbursement alternatives if applicable;
9. Claim reimbursement at the assigned rates only for reimbursable free, reduced price, and paid meals served to eligible children in accordance with 7 C.F.R. Parts 210 and 220. Agree that the SFA official who electronically signs the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 C.F.R. §§ 210.8 and 220.9 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the withholding of payments, suspension, or termination of the program as specified in 7 C.F.R. regulations. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity the penalty specified in 7 C.F.R. §§ 210.26 and 220.19 shall apply;
10. Count the number of free, reduced-priced, and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by the State Agency (SA);
11. Submit claims for reimbursement in accordance with 7 C.F.R. §§ 210.8 and 220.11;
12. Comply with the requirements of the United States Department of Agriculture regulations regarding nondiscrimination (7 C.F.R. Parts 15, 15a, 15b);
13. Not discriminate against any child because of his or her eligibility for free or reduced-price meals in accordance with the approved Free and Reduced-Price Policy Statement;

The program applicant hereby agrees that it will comply with:

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

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

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

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



Program applicant.

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

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

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

1. Feed children in low-income areas during the summer months (or during extended breaks of a year-round school schedule). The National School Lunch Act at 42 USC § 1761(a)(8) allows public and non-profit School Food Authorities/Local Educational Agency (SFA/LEA) participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to operate the Seamless Summer Option. The SFA/LEA will follow requirements, where applicable, in the NSLP and SBP regulations at 7 C.F.R. Parts 210, 220, and 225 for this option;
2. Apply with the location and description of the option site, percentage of Free/Reduced-price meals, type of site, and method of advertisement;
3. Adhere to the special provisions of the Seamless Summer Option, which are described in the following sections (4-23);
4. Demonstrate financial and administrative capability for Program operations and accept final financial and administrative responsibility for total Program operations at all sites;
5. Follow SSO policy (established in the body of regulations, instructions, handbooks, and other written guidance) to choose SSO sites;
6. Restricted Open Site is an open site initially (open to all children through age 18 in the community), but later restricted by the district for security, safety or control reasons;
7. Closed enrolled a site of which is open to only enrolled children, as opposed to the community at large, which at least 50 percent of enrolled children at the site are eligible for free or reduced-price school meals under National School Lunch Program and School Breakfast Program, as determined by approval of application in accordance with [7 C.F.R. 225.15\(f\)](#), or on the basis of documentation the site meets the definition of "Areas in which poor economic conditions exist, referred to as area eligible;"
8. The SFA will not claim any meals under the seamless option at any site without receiving prior approval from the State Agency (SA);
9. All persons meeting the definition of Children in the Summer Food Service Program (SFSP) federal regulations at 7 C.F.R. § 225.2 are eligible to participate. This includes all persons in the community who are 18 years of age and under and (as defined at 7 C.F.R. § 225.2) those persons over age 18 who meet the State Agency (SA) definition of mentally or physically disabled persons;
10. The SFA/LEA will follow NSLP meal service requirements for lunch or snacks (7 C.F.R. § 210.10) and SBP meal service requirements (7 C.F.R. § 220.8) for breakfast. With State Agency (SA) approval, the SFA/LEA may serve a supper meal, using applicable NSLP meal service requirements for lunches;
11. Meals will be counted at the point of service;

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



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

The SA and the SFA mutually agree that:

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



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

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

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

Policy Statement for Providing Free and Reduced Price Meals to Students

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

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

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

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

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

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

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

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

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

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

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

- Migrant
- Homeless/Runaway
- HeadStart
- EvenStart
- FosterChild

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

- L. Designate a Hearing Official to establish and use a fair hearing procedure under which:
1. A household can appeal against a decision made on the original application.
 2. A household can appeal an adverse action made because of verification of an application.
 3. The SFA can challenge the continued eligibility of any child. During the appeal and hearing, the child who was determined to be eligible based on the application submitted will continue to receive free or reduced-price meals or free milk.

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

Hearing Procedure

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

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

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

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

Agreement to Administer the School Nutrition Program(s) for Local Education Agencies/ SFAs School Year 2025-26

My signature below indicates that I understand and agree to all the terms and conditions contained in the 2025-26 Agreement and Free and Reduced-Price Policy Statement to operate the School Nutrition Program(s) and will ensure all school personnel abide by the provisions set forth in the Agreement and Policy Statement.

Cumberland County School Nutrition Program

180

[Name of SFA]

[SFA Agr #]

System UEI Number: SXTNU919LHN6

Indirect Cost Rate: _____

On behalf of the School Food Authority:

Director of Schools:

Dr. Rebecca Farley

June 19, 2025

[Print]

[Signature]

[Date]

School Nutrition Program Administrator:

Kathy Hamby, SNS



June 19, 2025

[Print]

[Signature]

[Date]

On behalf of the Tennessee Department of Education:

State Director, School Nutrition Program:

Joshua Nunnally

[Print]

[Signature]

[Date]

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

Local Agriculture Products Compliance Plan School Year 2025-26

T.C.A § 49-6-2303-6

Cumberland County School Nutrition Program

180

[Name of SFA]

[SFA Agr #]

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

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

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

On behalf of the School Food Authority:

Director of Schools:

Dr. Rebecca Farley

June 19, 2025

[Print]

[Signature]

[Date]

School Board Chairperson:

Mr. Chris King

June 19, 2025

[Print]

[Signature]

[Date]

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

Debarment Certification and SFA Agreement School Year 2025-26

This document is part of the SFA and SA Agreement to administer the School Nutrition Programs. Complete the USDA certification below to verify that the subrecipient is not excluded or disqualified in accordance with [2 C.F.R. § 180.300](#).

Please complete the attached USDA certification form as part of the agreement package.



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. 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.

| | |
|---|--|
| ORGANIZATION NAME Cumberland County Schools | PR/AWARD NUMBER OR PROJECT NAME School Nutrition Program |
| NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Dr. Rebecca Farley | |
| SIGNATURE | DATE June 19, 2025 |

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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 responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [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.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, 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 or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with 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.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant 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 this 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.

*Dr. Rebecca Farley
Director of Schools*



*Mr. Chris King
Board of Education Chair*

Feeding Hungry Minds
Cumberland County Board of Education
368 Fourth Street
Crossville, TN 38555
Phone: 931-484-6135
Fax: 931-484-6491

Dear Parents and Guardians:

We are pleased to announce that your school will continue to implement an option available to select schools in Tennessee that participate in the National School Lunch and School Breakfast Programs. It is called the Community Eligibility Provision (CEP)

The Community Eligibility Provision, a key provision of The Healthy, Hunger-Free Kids Act of 2010, allows the nation's highest poverty districts and schools to serve all students free meals without the burden of collecting household applications. This alternative saves districts and schools time and money by streamlining paperwork and administrative requirements. CEP gives foodservice professionals more time to focus on preparing nutritious meals their students will enjoy and gives students more time to eat those meals by cutting down on time spent in the lunch line. Because all students receive meals at no charge, individual children at CEP schools no longer must worry about the stigma associated with free or reduced-price status. And most importantly, by offering all students a nutritious breakfast and lunch at no cost, CEP helps boost participation, helping schools ensure more students come to class well-nourished and ready to learn. For more information, visit:

<http://www.fns.usda.gov/school-meals/community-eligibility-provision>

What does CEP mean for my student(s) who attend a participating school? In a CEP school, **all** students receive a nutritious breakfast and lunch at no cost, regardless of family income.

What if my child changes schools? Your child is eligible for free meals at the school where he/she is currently enrolled. If he/she eats meals at or transfers to a non-CEP school during the school year, you may be responsible for meal charges. If transferring to a non-CEP school, a free/reduced application is required to be considered for free or reduced-price meals.

Withdrawn students and/or graduating students with money left in the child's meal account? Please request any money left in your child's meal account no later than 10 days after the last day of enrollment. Requests should be written and can be made to the following address above or to the email below. Please include the following information: child's name, your name, phone number, and the correct address for the check to be mailed. A request can also be made to transfer the funds to a sibling or another account. Any money under \$25.00 left in your child's account after the 10 days of the withdrawal or graduation will be transferred to an "extra money" account and be deemed as a donation in our computer system to be used for other accounts in need.

If paying with cash, ALL change will be applied to the student's meal account. This helps to decrease the spread of germs and gives students more time to eat meals by cutting down on time spent in the lunch line. You may pay in cash, check or at <https://linqconnect.com/>

If you have any questions, please contact Kathy Hamby at khamby@ccschools.k12tn.net or 931-484-6722.

Respectfully,

Kathy Hamby

Kathy Hamby, SNS District Supervisor

Central Services – School Nutrition Program

USDA NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: USDA Program Discrimination Complaint Form from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. Fax: (202) 690-7442; or
3. Email: program.intake@usda.gov

This institution is an equal opportunity provider.

Revised 09/26/2023

Offer versus Serve Procedure

The Cumberland County School Nutrition Program uses the Food-Based Menu Planning, Traditional Category for both Lunch and Breakfast. The selection option is called Offer versus Serve. Offer versus Serve (OVS) allows students in grades K – 12 to decline a certain number of food items in the meal. The goals of OVS are to minimize plate waste and to offer more food choices. The following are the conditions of OVS:

- At a minimum, students must be offered one full serving of all five required components for lunch:
 - Fruit
 - Grain
 - Meat/Meat Alternate
 - Milk
 - Vegetable
- At a minimum, students must be offered one full serving of the required components for breakfast consisting of 4 items:
 - Fruit/Vegetable
 - Grains/Meat/Meat Alternate
 - Milk
- Students can decline two of the five required food components for lunch.
- Students can decline one of the four required food items for breakfast.
- Serving sizes must be at least equal to the minimum required quantities by age or grade group.
- The meals are priced as a unit, and a student's decision to decline the allowed number of food items or components does not affect the charge for the meal.
- For an OVS lunch to qualify as a reimbursable meal, it must contain certain combinations of foods. Servers and cashiers will monitor the components of the reimbursable meal (3 of the 5 required components must be present).
- For an OVS breakfast to qualify as a reimbursable meal, it must contain certain combinations of foods. Servers and cashiers will monitor the components of a reimbursable meal (3 of the 4 required items must be present).
- Students will be encouraged randomly as needed to take all five components for lunch and four items for breakfast.
- For a meal to be considered reimbursable, the student must take at least ½ cup of Fruit or Vegetable.

Due to the new PK meal pattern, the OVS option does not apply, and PK students must receive all meal components/items but can pick a variety of food items within those components/item UNLESS the PK are mingled with other students at meal service time.

Cumberland County Schools Meal Charge Administrative Procedure

Effective Date: July 1, 2025

As provided in SP 46-2016, all school food authorities (SFAs) operating the federal school meal programs (National School Lunch Program and/or School Breakfast Program) must have a written and communicated meal charge administrative procedure in place no later than July 1, 2017. All SFAs must have an administrative procedure in place for children participating at the reduced price or paid meal rate who either do not have money in their account or in hand to cover the cost of the meal at the time of service. SFAs are required to communicate that administrative procedure to families and school and/or district-level staff members as appropriate. SFAs should ensure the administrative procedure is communicated on an annual basis.

Families will have access to the meal charge administrative procedure via packets that are given to each student at the start of each school year. Families of transfer students (during the year) will receive a written copy of the district-wide charge administrative procedure with the enrollment packet.

Local Charge Administrative Procedure – Student Fees & Fines (Policy Reference: 6.709)

Cumberland County School Nutrition believes in the importance of providing healthy nutritious meals for our students. Just as with any services, there is an expense involved with every meal that we provide. We are required to set standards and procedures to address any possible cafeteria charge.

General

Students are able and encouraged to get 1 breakfast and 1 lunch daily at no charge due to all schools participating in the Community Eligibility Provision.

Students who want a 2nd breakfast or lunch will have to buy it as a la cart items and a la cart items are never allowed to be charged.

Charge Limits and Household Notification

All students will be given a verbal reminder regarding low balances, so they know when they need additional monies to purchase EXTRA items outside of the normal reimbursable breakfast and lunch.

Alternate meals

No alternate meals will be given. Meals are never changed or withheld as punishment.

Delinquent Debt

Delinquent debt is defined as overdue unpaid meal charges that are considered collectible, with efforts being made to collect them. The debt may remain on the accounting documents until it is either collected or determined to be uncollectable. The debt may be carried over at the end of the school year (beyond June 30). Before the SFA requests payment of the outstanding debt, the household's debt will be delinquent until it is deemed by the Director of Schools that it be classified as bad debt. Collection attempts will continue if the debt is deemed delinquent as a joint effort of the School Cafeteria Manager, the School Office Administrative Staff, the Cumberland County School Nutrition Office, and the Director of Schools' Office. **Furthermore, all unpaid charge accounts could be turned over to the BOE Attorney, and collections. The ONLY unpaid charge accounts would be that of school staff members.**

Repayment plans

Each household may request a repayment plan that will include payment levels and due dates appropriate to a household's particular circumstances. Please contact Kathy Hamby at khamby@ccschools.k12tn.net or 931-484-6722 for establishing a repayment plan.

Bad Debt

Bad debt is determined to be uncollectable when further collection efforts for delinquent debt are deemed useless or too costly. Delinquent debt will be considered as bad debt as deemed by the Director of Schools.

- Bad debts (debts which have been determined to be uncollectable), including losses (whether actual or estimated) arising from uncollectable accounts and other claims, are unallowable. Related collection costs, and related legal costs, arising from such debts after they have been determined to be uncollectable are also unallowable (section 200.426 of subpart E).
- Bad debt must be written off as an operating loss as deemed by the Director of Schools; the nonprofit school food service account (NSFSA) resources may not be used to cover the costs related to the bad debt. These funds may come from the school district's general fund, school or community organizations, or any other non-federal sources.
- Once delinquent meal charges are converted to bad debt, records relating to those charges must be maintained according to record retention requirements in 7 CFR 210.9(b)(17) and 7 CFR 210.15(b).

Additional Resources

Families may find assistance with applying for free or reduced-price school meals by contacting Kathy Hamby, School Nutrition District Supervisor at khamby@ccschools.k12tn.net or 931-484-6722.



United States Department of Agriculture

MYPLATE GUIDE TO SCHOOL LUNCH

for Families

Grains

GRAINS

Whole grains give kids B vitamins, minerals, and fiber to help them feel fuller longer so they stay alert to concentrate at school.

VEGETABLES

A variety of vegetables helps kids get the nutrients and fiber they need for good health.

Vegetables

MILK

Low-fat (1%) or Fat-free milk. Children and teens need the calcium, protein, and vitamin D found in milk for strong bones, teeth and muscles.

Dairy

Protein

PROTEIN FOODS

Meat, poultry, fish, dry beans, peas, eggs, nuts, and seeds provide many nutrients including protein and iron. Portion sizes are based upon the nutrition needs of children in various grade groups. School meals also allow cheese, tofu, and yogurt to count as the meat/meat alternate in the school lunch.

FRUITS

Every school lunch includes fruits as well as vegetables. Only 1/2 of the fruits offered may be 100% juice, since whole and cut-up fruits have more fiber.

Fruits



Visit teamnutrition.usda.gov for additional tips and activities.



HOW DOES SCHOOL LUNCH HELP FAMILIES?



Provides a balanced meal

It meets one-third of the nutrition needs of most children for the day.



Helps kids learn where foods come from

Farm to school programs are in 42 percent of schools which increase kids access to locally produced foods and learning activities such as farmers' visits and school gardening.



Saves time

If you spend 10 minutes a day packing lunch, that adds up to 30 hours (1,800 minutes) each school year.



Supports learning at school

Research shows that kids with healthier eating patterns have better academic performance.



"We grow fruits and vegetables in our school greenhouse, which are harvested and given to the cafeteria to serve on the salad bar. It's great because the landscaping class gets involved, the leadership classes get involved, and even all the marketing plan classes get involved."



Nebraska student

HOW CAN FAMILIES HELP THEIR CHILDREN ENJOY SCHOOL LUNCH?

- Try new foods at home. Kids need many opportunities to taste a new food to "get used to it."
- Talk with your child about what's on the menu. Make sure he or she knows about all the foods that are included in his or her school.
- Eat lunch at school with your child. Learn more about what's offered and meet school nutrition staff.
- Encourage your child or teen to join in taste-testing events or surveys about school lunch, when available.

Visit Choosemyplate.gov/Families for additional tips and activities for families.

The National School Lunch Program is a federally assisted meal program operating in public and nonprofit private schools and residential child care institutions. It provides nutritionally balanced, low-cost or free lunches to children each school day.

Learn more at: www.fns.usda.gov/nslp/national-school-lunch-program-nslp.

FNS-632
August 2016

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MYPLATE GUIDE TO SCHOOL BREAKFAST

for Families



FRUITS

A full cup of fruit is available every day, providing nutrients that are important for kids' health, such as potassium, dietary fiber, vitamin C, and folate (folic acid).



MILK

Kids and teens need the calcium, protein, and vitamin D found in milk for strong bones, teeth, and muscles.



VEGETABLES

Every breakfast does not include vegetables, but schools may offer them in place of fruits.



GRAINS

Starting every day the whole grains way gives kids and teens B vitamins, minerals, and fiber to feel fuller longer so they stay alert to concentrate at school.



PROTEIN FOODS

Some breakfast menus may offer items such as eggs, nuts, or meats to pair with whole-grain options.



Visit teamnutrition.usda.gov for additional tips and activities.



HOW DOES SCHOOL BREAKFAST HELP FAMILIES?



Fuels learning

Kids and teens can concentrate on their schoolwork better when they're not hungry. Studies show that kids do better in school when they eat breakfast.



Provides better nutrition

Studies show that people who eat breakfast have higher intakes of dietary fiber, B vitamins, calcium, iron, and other nutrients.



Saves time

School breakfast can simplify mornings for families by offering kids and teens healthy options that fit into their schedule.

HOW CAN FAMILIES HELP THEIR CHILD EAT A HEALTHY BREAKFAST?

- Read the menu with your child to make sure your student knows about all the foods that are included in their school breakfast.
- Find out how your parent organization can work with school nutrition professionals to promote breakfast options at your school, such as Breakfast in the Classroom.



Visit ChooseMyPlate.gov/Families for additional tips and activities for families.

The School Breakfast Program (SBP) provides cash assistance to States to operate nonprofit breakfast programs in schools and residential child care institutions. The USDA Food and Nutrition Service administers the SBP at the Federal level. State agencies administer the SBP at the State level, and local school food authorities operate the Program in schools.

Learn more at: www.fns.usda.gov/sbp/school-breakfast-program-sbp.

FNS-633

August 2016

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VOLUNTEER ENERGY COOPERATIVE

www.vec.org

CORPORATE OFFICE: 18359 HWY 58 N • PO BOX 277 • DECATUR, TN 37322 • (423) 334-1020

May 12, 2025

Marsha Polson
CCHS Coordinated School Health Team
660 Stanley Street
Crossville, TN 38555

AED CCHS Auditorium

Dear Marsha Polson:

I am pleased to announce that the VEC Customers Share Foundation Board has awarded CCHS Coordinated School Health Team a grant of \$700.

The purpose of VEC Customers Share is to collect and distribute funds for programs and services that benefit a significant number of citizens in the Volunteer Energy Cooperative service area. Funds are collected from VEC customers who agree to have their electric bills rounded up to the nearest dollar, with these contributions going to the program.

Your check will arrive within five (5) weeks. You may contact **Shelly Miller at (423)-334-7051** if you have additional questions.

As a stipulation of this award, we require that any publicity associated with this project include language that appropriately recognizes Volunteer Energy Cooperative as a funding organization. However, specific permission is required for the use of any Volunteer Energy Cooperative logos. Please contact David Murphy in VEC's Department of Marketing and Economic Development (423) 334-7050, dmurphy@vec.org or PO Box 277, Decatur, TN 37322.

Please remember to keep receipts and other documentation regarding expenses related to this grant award. You may be required to submit these as part of the annual audit.

Thank you for your support of VEC Customers Share and for making it possible to invest in your community.

Sincerely,

David Murphy, Vice President
Marketing and Economic Development

Service Centers:

| | | | | | | | | |
|--|--|--|--|---|--|---|---|--|
| BENTON P.O. Box 690 Benton 37307 423.338.2569 | BYRDSTOWN P.O. Box 9 Byrdstown 38549 931.864.3685 | CLEVELAND P.O. Box 2578 Cleveland, 37320 423.476.6571 | CROSSVILLE P.O. Box 609 Crossville 38557 931.484.3527 | DECATUR P.O. Box 1183 Decatur 37322 423.334.5721 | GEORGETOWN P.O. Box 1 Georgetown 37336 423.344.8382 | JAMESTOWN P.O. Box 1450 Jamestown 38556 931.879.5853 | MONTEREY P.O. Box 67 Monterey 38574 931.839.2217 | SPRING CITY P.O. Box 177 Spring City 37381 423.365.5220 |
|--|--|--|--|---|--|---|---|--|

Summer programming is offered at Stone Elementary and Brown Elementary for Summer 2025. Stone Memorial High School feeder students will attend Stone Elementary and Cumberland County High School feeder students will attend Brown Elementary.

Any student in rising grades Kindergarten through 9th grade were invited to attend Summer Learning Camps. Transportation is provided for all students.

In order to keep student/teacher ratios low, each school was given the following amount of staff:

Kindergarten- 2
1st grade- 3
2nd grade- 3
3rd grade- 3
4th grade- 5
5th grade- 3
6th grade- 2
7th grade- 2
8th grade- 1
9th grade- 1
Special education- 1
RTI Coordinator- 1
STREAM teachers- 2
PE teacher- 1
ESL teacher- 1
Teaching assistants- 5
Receptionist- 1
Nurse- 1
Administrators- 1
Custodians- 2

As of June 1, 2025, 182 students were enrolled in summer programming at Brown Elementary and 197 students were enrolled at Stone Elementary.

Certified teachers are paid \$1150.00 per week
RTI Coordinators are paid \$1350.00 per week
Administrators are paid \$1750.00 per week
Nurses are paid \$30.00 per hour
Custodians are paid \$17.00 per hour
Receptionists are paid \$21.00 per hour
Teaching assistants are paid \$18.00 per hour
*These are the same salary amounts as in previous years.

Funding was provided for school supplies, curriculum resources, printer usage, transportation and staffing.

All students enrolled in Summer Learning Camps receive:

2 hours English/language arts instruction

2 hours Math instruction

1 hour STREAM

1 hour of intervention (RTI)

30 minutes PE

Free breakfast, lunch, and snacks

INTEGRATED FACILITY ASSESSMENT BY THE NUMBERS

PROJECT BACKGROUND

Cumberland County Schools is facing rising capital and maintenance costs, with funding from the county falling short. The district's maintenance team is overwhelmed by competing priorities and limited resources. McKinstry seeks to help improve planning, prioritization, and efficiency, focusing resources on priority projects and preventing deferred maintenance. An Integrated Facility Assessment (IFA) will transition the district from reactive to proactive planning, providing actionable data for better budgeting, extending asset lifespans, and reducing costly emergency repairs.

IT PAYS TO PLAN

INDUSTRY DATA:

Proactive Maintenance Savings: 10-40%

- U.S. Department of Energy; Building Owners and Managers Assc.

Extended Asset Lifespan: 15-20%

- ASHRAE

Increased Budgeting Accuracy: 10-15%

- McKinsey and Company; Gartner

Reduced Downtime: 20-30% reduction in labor/downtime hours

- CBRE, Facility Management Case Studies; Gartner

Improved Decision Making: 10-20% Project Success Rates

- McKinsey and Company, Integrating Data in Capital Planning

Our Proposal

Integrated Facility Assessment (District-Wide)

IFA Deliverables

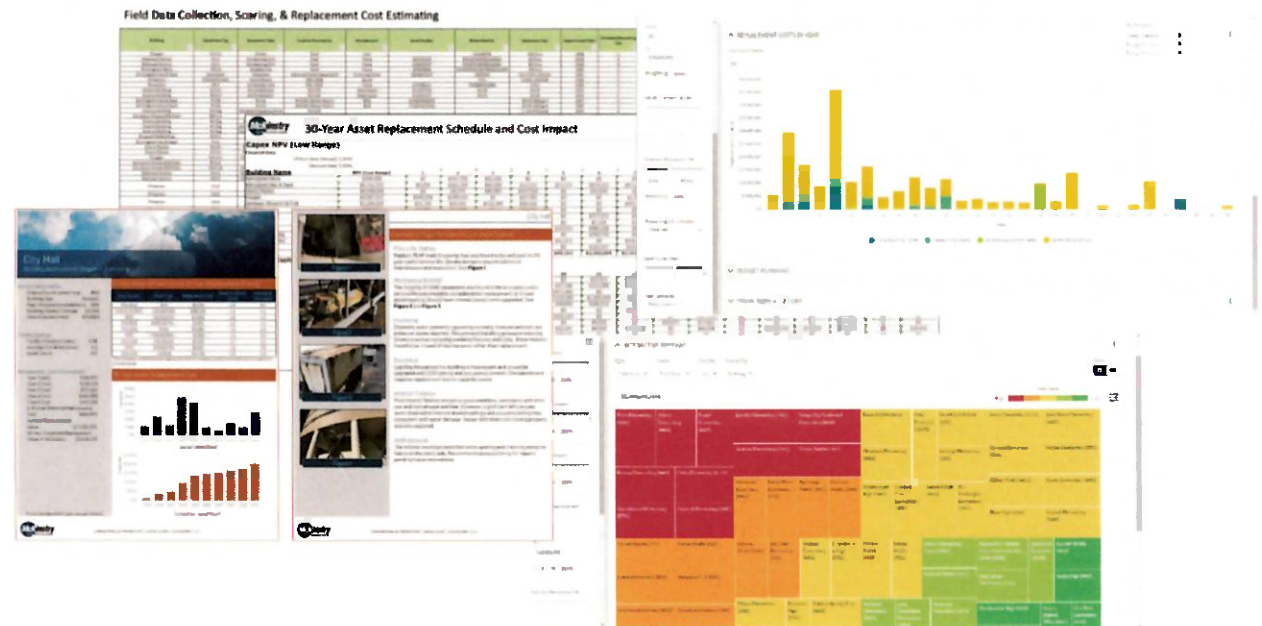
- Asset Management Workbook (Per School)
- Facility Assessment Report (Per School)
- Capital Planning and Budgeting Tool

Proactive Maintenance and Systems Work

- Preventative Maintenance Plan (Per School)
- CMMS Review and Optimization
- Tailored CMMS Cost Reporting

Ongoing Support

- Capital Planning and Budget Tool Support







INTEGRATED FACILITY ASSESSMENT BY THE NUMBERS

Bottom Line Up Top

IFA and Preventative Maintenance Program

| SUMMARY OF COSTS AND SAVINGS (10 YR TOTAL) | |
|--|-------------------|
| INITIAL IFA INVESTMENT | \$ (284,650) |
| INCREASED PREVENTATIVE MAINTENANCE | \$ (553,671) |
| REDUCED EMERGENCY MAINTENANCE | \$ 1,135,936 |
| REDUCED CAPITAL PROJECT COSTS | \$ 585,136 |
| TOTAL \$ VALUE TO THE DISTRICT | \$ 882,751 |

Intangible Value to the District

-  Strategically Prioritize Capital Projects
-  Efficiently Use Taxpayer Dollars
-  Enhance the Student Experience
Athletics, Curriculum, Staff Support, etc.
-  Improve Internal Resource Effectiveness

METRICS:

- Simple Payback: 3.9 Years
- Maintenance Savings: 12.3%
- Internal Rate of Return: 27%
- Capital Project Savings: 1%

McKinstry Case Study: Hillsborough County Public Schools | Tampa, FL



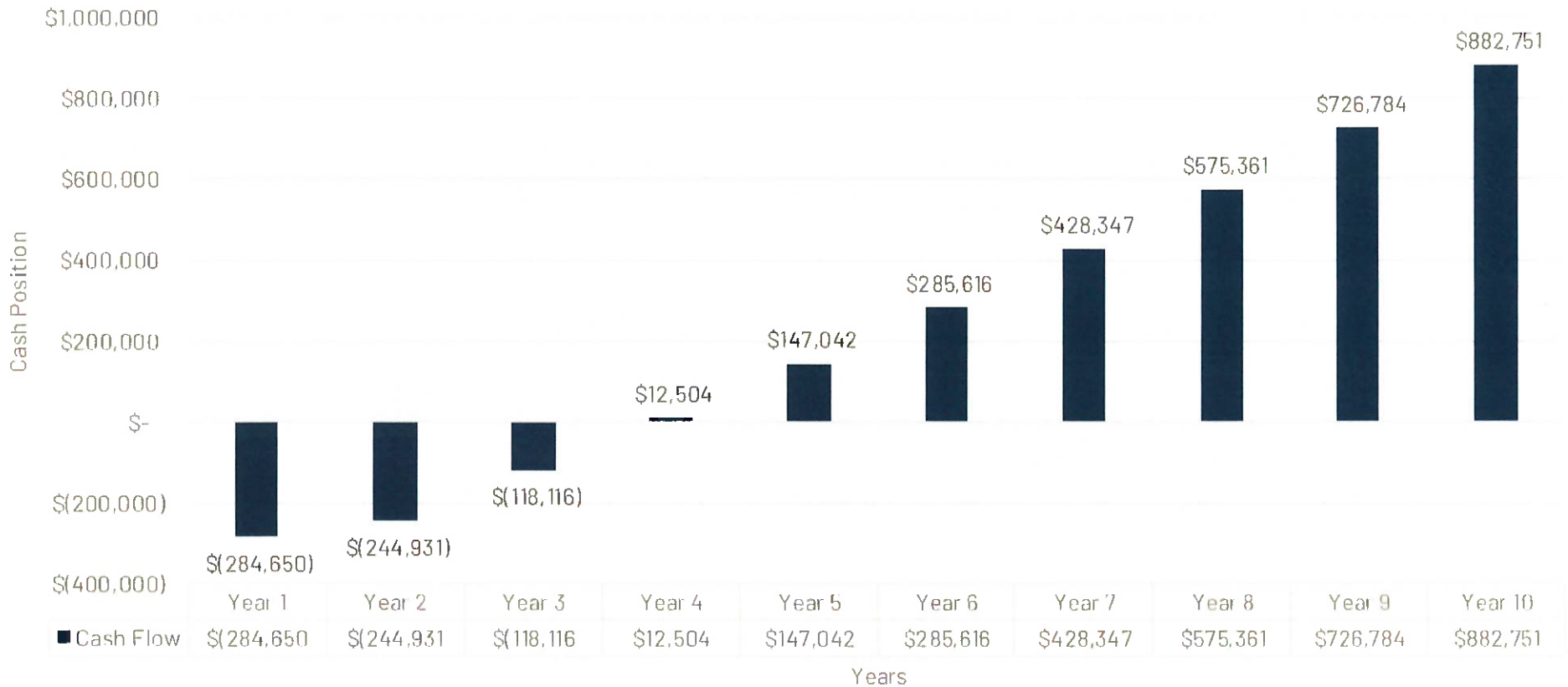
District Profile: # of Schools: 305
Work Completed: Comprehensive Facility Assessments, Preventative Maintenance Plans, and Capital Planning Support

| Cost Category | Proposed | Actual | Savings | % Savings | Notes |
|--|----------------------|----------------------|---------------------|---------------|--|
| Equipment End of Life Replacement | \$ 31,298,146 | \$ 20,932,123 | \$ 10,366,023 | 33.10% | Savings from extending existing equipment life |
| Preventative Maintenance | \$ - | \$ 9,984,640 | \$ (9,984,640) | | Increased Preventative Maintenance |
| Emergency Maintenance | \$ 11,783,539 | \$ 4,208,305 | \$ 7,575,234 | 64.30% | Reduced Emergency Maintenance Costs |
| Preventative Maintenance Total Cost | \$ 43,081,685 | \$ 35,125,068 | \$ 7,956,617 | 18.50% | |

INTEGRATED FACILITY ASSESSMENT BY THE NUMBERS

Projected Project Cash Flow and Savings

Integrated Facility Assessment Project Cash Flow



INTEGRATED FACILITY ASSESSMENT BY THE NUMBERS

Projected Project Cash Flow and Savings

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Total |
|-------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Projected Cost Categories | | | | | | | | | | | |
| Educational Capital Budget | \$ 3,110,000 | \$ 3,203,300 | \$ 3,299,399 | \$ 3,398,381 | \$ 3,500,332 | \$ 3,605,342 | \$ 3,713,503 | \$ 3,824,908 | \$ 3,939,655 | \$ 4,057,845 | \$ 35,652,665 |
| Maintenance and Repairs | \$ 805,000 | \$ 829,150 | \$ 854,025 | \$ 879,645 | \$ 906,035 | \$ 933,216 | \$ 961,212 | \$ 990,048 | \$ 1,019,750 | \$ 1,050,342 | \$ 9,228,423 |
| Initial IFA Investment | \$ (284,650) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (284,650) |
| Savings Categories | | | | | | | | | | | |
| Emergency Maintenance Savings | \$ - | \$ 62,186 | \$ 120,750 | \$ 124,373 | \$ 128,104 | \$ 131,947 | \$ 135,905 | \$ 139,982 | \$ 144,182 | \$ 148,507 | \$ 1,135,936 |
| Capital Project Purchasing Savings | \$ - | \$ 32,033 | \$ 62,200 | \$ 64,066 | \$ 65,988 | \$ 67,968 | \$ 70,007 | \$ 72,107 | \$ 74,270 | \$ 76,498 | \$ 585,136 |
| Annual Savings | \$ - | \$ 94,219 | \$ 182,950 | \$ 188,439 | \$ 194,092 | \$ 199,914 | \$ 205,912 | \$ 212,089 | \$ 218,452 | \$ 225,005 | \$ 1,721,072 |
| Future Investment (Internal) | | | | | | | | | | | |
| Enhanced Preventative Maintenance | \$ - | \$ 54,500 | \$ 56,135 | \$ 57,819 | \$ 59,554 | \$ 61,340 | \$ 63,180 | \$ 65,076 | \$ 67,028 | \$ 69,039 | \$ 553,671 |
| Cash Flow | \$ (284,650) | \$ (244,931) | \$ (118,116) | \$ 12,504 | \$ 147,042 | \$ 285,616 | \$ 428,347 | \$ 575,361 | \$ 726,784 | \$ 882,751 | \$ 882,751 |

| Assumptions | |
|---------------------------------------|--------------|
| 25-26 Educational Capital Budget | \$ 3,110,000 |
| 25-26 Maintenance and Repair Services | \$ 805,000 |
| Preventative Maintenance Savings | ~15% |
| Capital Project Purchasing Savings | ~1% |
| Inflation Rate | 3% |

| Summary | |
|-----------------------------------|-------------------|
| Initial Investment | \$ (284,650) |
| Preventative Maintenance (10 Yrs) | \$ (553,671) |
| Total Savings | \$ 1,721,072 |
| Net Value to District | \$ 882,751 |
| Payback (Yrs) | 3.9 |
| Internal Rate of Return | 27% |

Cumberland County Board of Education

2025-2026 Annual Planning Calendar

JULY

- Summer Law Institute
- Approval of DHA Board Members 6.317
- Appoint System Testing Coordinator
- Annual Utilization Report SRO's
- Celebration and Orientation for New Teachers
- Vendor Contracts – School

AUGUST

- Service Celebration (Convocation)
- Professional Achievement Celebration (Convocation)
- Annual Notification of Student Rights 6.601
- Retirement Celebration

SEPTEMBER

- Election of Officers
- Appointment of TLN Representative 1.105
- Fall District Meeting
- TSBA Boardsmanship Code of Ethics & New Board Member In-service

OCTOBER

- School Compliance Document
- Approval of Compliance Report

NOVEMBER

- Food Service Annual Report
- TSBA Leadership Conference/Annual Conference
- TASBO

DECEMBER

- Budget Preparation Calendar 2.200
- Student Activity Funds Audit Report 2.900
- Distribute Budget Requests to Staff
- School/System Report Card
- DEC 1 Report-HR
- Accountability Presentation

WORK SESSIONS OR RETREAT TOPICS

- School System Report Card
- Coordinated School Health
- Facility Planning
- 5-year Capital Improvement Plan
- Salary and Benefits Review

Pending Task

Initiated Task/Ongoing

Completed Task

Disregard Task

Non-Applicable This Year

JANUARY

- State Financial Audit Review
- Prioritize Budget Request
- Insurance Benefits Review
- BOE Retreat – Annual Review of Strategic Plan
- Strategic Plan Update

FEBRUARY

- Legislative and Legal Institute
- Safety committee 3.201
- Budget Preparation
- Tenure Teacher Election and Celebration

MARCH

- Certification of Textbook Adoptions 4.401
- Budget Preparation

APRIL

- Budget Preparation
- Present Preliminary Budget

MAY

- Employee Non-Rehire Notification
- Submit Budget and Salary Scales for Approval
- Director of Schools Evaluation
- Board Self Evaluation
- Approve Tuition Fees 6.204
- Approval of Travel Compensation Rates 2.804
- Review Attorney Contract (bi-annually)
- Review SRO Contracts
- Strategic Compensation Plan Approval
- Non-Rehire/Non-Tenure Notifications 5.201

JUNE

- Approve Annual Budget 2.200
- Submit Budget to County Government
- Federal Consolidated Plans (ESSA, IDEA, CTE, VPK, Homeless, 21st CCLC)
- Coordinated School Health Report
- Artificial Intelligence Report

ON GOING

- Attendance Monthly Report
- Financial Monthly Report
- Maintain Board of Distinction
- Policy Review and Update
- School Visits
- Administrative Evaluations
- Monthly Administrative Meetings
- Personnel Report
- Work Sessions
- TSBA Training

MEMORANDUM OF UNDERSTANDING BETWEEN
CUMBERLAND COUNTY SCHOOLS
&
CENTERSTONE OF TENNESSEE

Cumberland County Schools agrees to enter into an automatic renewal agreement with the school-based therapy division of Centerstone of Tennessee, Inc. Centerstone will employ staff that will provide school-based therapy (mental health services) at designated sites within Cumberland County Schools as agreed upon by both parties. The staff will consist of Centerstone employee(s) and will have training and qualifications to work effectively with school age children who have emotional and behavioral challenges.

The terms of this MOU will automatically renew at the beginning of each new school year unless either party terminates the agreement before or at that time. Modifications of the terms of this MOU can be made through mutual agreement between parties that is appropriately documented in writing.

Centerstone will:

- Provide therapist(s) to serve the Cumberland County Schools (any change from part-time to full-time status and/or number of staff will be determined by need, and the maintenance of individual positions will be contingent upon the therapist maintaining a full caseload).
- When client referrals are made by an agency and/or individual outside of the school system and will be provided services within Cumberland County Schools, Centerstone therapist(s) will consult/collaborate with the school counselor(s) prior to adding the client to their caseload. Centerstone will provide Cumberland County Schools (CCS) with proof of parental/guardian consent for services to be delivered on CCS campus.
- Provide administrative and clinical supervision for unlicensed school-based therapist(s) weekly.
- Provide liability insurance as required by law.
- Facilitate access and referrals to other clinic and/or community-based services.
- Provide individual and/or family therapy services (group therapy may also be provided on occasion to some identified clients as clinically appropriate and at the discretion of Centerstone and Cumberland County Schools).
- Centerstone therapist(s) will deliver in-person counseling sessions to students who have opted to participate in Centerstone counseling services.
 - Face-to-face sessions will be the sole method of care when therapists and/or client(s) utilize Cumberland County Schools facilities to conduct counseling sessions.
 - In response to situations or circumstances in which face-to-face sessions are not possible, telehealth services are considered a viable option and can be utilized as a means of rendering services to such clients should the client and/or their guardian agree to telehealth sessions that do not take place on any facility belonging to Cumberland County Schools.

- Any telehealth service rendered will be conducted in accordance with all relevant statutes within Tennessee Code Annotated, applicable licensure rules and regulations formulated by the Tennessee Department of Mental Health and Substance Abuse Services, and Centerstone's Policies and Procedures.
- Conduct home visits as needed.
- Will communicate with designated school staff as needed related to their individual client needs.
- Safeguard all rights of the client as legally and ethically required.
- Coordinate services between the client's mental health provider(s) and other pertinent community staff.
- Communicate with parents/guardians regarding their client's behavior as necessary.
- Keep all documentation (progress notes, care plans, assessments) in Centerstone's electronic medical record.
- Ensure staff have access to a cell phone and laptop.
- If/when their client reports/exhibits suicidal or homicidal ideations, psychosis, aggressive behaviors, or any behavior that could potentially pose a threat to themselves or others during services; the Centerstone therapist(s) will follow their own protocols, as well those of Cumberland County Schools. In addition, the therapist will immediately notify the school counselor or safe schools counselor.
- Each Centerstone therapist(s) will agree to follow Cumberland County School's Mental Health Protocols (Exhibit A) and Procedures for School Based Therapy Sessions (Exhibit B).
- Centerstone will be subject to any new procedures and/or Board Policies deemed appropriate by Cumberland County Schools.
- Each Centerstone therapist(s) will comply with Cumberland County School's child abuse reporting procedures 6.409 (Exhibit C) and must report suspected child abuse to the schools child abuse coordinator, school contacts can be found HERE.
- Centerstone will obtain permission from parent/legal guardian before providing counseling services within Cumberland County Schools to any student under 18 years of age.

Cumberland County Schools will:

- Provide a suitable private space for individual in-person therapy sessions.
- Develop a referral system for Centerstone school-based therapy services.
- Provide feedback on the performance of the school-based therapist as requested.
- Include Centerstone Therapist(s) in school based meetings for their client(s) at the request of the legal parent/guardian and/or at the discretion of Cumberland County Schools.

FERPA

Both Parties shall keep in strict confidence to the fullest extent required by any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"), any and all records and information, in whatever form or format received, pertaining to the District's individual students. Both Parties shall not publish confidential information or any other information which identifies students, employees, or officers of the District by name without

first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Both Parties will protect and ensure confidentiality of children's records. Exceptions will be made when precedence of law or professional ethics permits or requires, such as is necessary for basic coordination of services with the school and family or in situations when a child's welfare is at risk.

HIPAA COMPLIANCE AND CONFIDENTIALITY

The Parties shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of shared Clients, in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R Part 160 and Part 164) and individual Parties' policies and procedures regarding the privacy and confidentiality of such information. The Parties shall: (1) not use or disclose patient information other than as permitted or required by this Agreement for the proper performance of its duties and responsibilities hereunder, and any other disclosure of protected health information must be made pursuant to a properly executed Release of Information; (2) use appropriate safeguards to prevent use or disclosure of patient information other than and provided for under this agreement; and (3) notify the other immediately in the event the Party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this agreement or applicable federal and state laws or regulations.

Additional Confidentiality Requirements: Both Parties acknowledge that consumers of mental health services are entitled to additional confidentiality protections awarded under the Title 33 Mental Health Code which may supersede the confidentiality protections provided by HIPAA. Furthermore, consumers of substance abuse treatment services are entitled to additional confidentiality protections awarded under 42 CFR, Part 2 which may supersede the confidentiality protections provided by HIPAA. When serving mental health consumers on site, both Parties will comply with the confidentiality requirements of these and any other applicable state or federal laws, rules, or regulations.

Breaches of Confidentiality: If either Party becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected health information (PHI), they must immediately take reasonable steps to cure the breach or end the violation and must report the breach or violation to Centerstone of Tennessee Privacy Officer. The alleged breach or violation will be investigated and an appropriate sanction issued. Both Parties reserve the right to terminate this agreement if they determine that either Party has violated a material term of the agreement.

Both Parties will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of each other's information so long as such standard of care does not violate the applicable provisions of the first

paragraph of this section.

The obligations under this section do not apply to information (i) in the public domain, (ii) entering the public domain other than from a breach by the either Party of this Agreement, (iii) previously possessed by either Party without written obligations to the other to protect it, (iv) acquired by either Party without written restrictions against disclosure from a third Party which their knowledge is free to disclose the information, and (v) independently developed by either Party without the use of the other's information.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this agreement.

APPROPRIATE USE AND DISCLOSURES OF PHI:


1. For the proper management and administration of its business; 2. For purposes of treatment, payment (if allowed by law), or healthcare operations; 3. For purpose of providing data aggregation services relating to the healthcare operations of Centerstone of Tennessee ("data aggregation" means combining protected health information or received by the provider to permit data analyses that relate to the health care operations of a covered entity); or
4. For the purpose set forth in Centerstone of Tennessee policies and required by law.

Centersone's school-based therapist(s) hired to work within Cumberland County Schools will meet all standards set by Centerstone's credentialing committee to ensure candidates have met all new hire requirements. These requirements will comply with Cumberland County Schools hiring policies, and Centerstone will be able to produce the required documentation if requested.

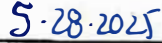
Cumberland County Schools reserve the right to terminate this agreement at any time due to any violation of the above conditions.

Chair of the Board
Cumberland County Board of Education

Date



Director of Schools
Cumberland County



Date

Daniel F. Mansfield

Regional Vice President

Centerstone

05/21/2025

Date

**Memorandum of Understanding
Between
Cumberland County School System
And
Community Probation Drug Screening Services
2025-2026 School Year**

This Memorandum of Understanding, by and between the Cumberland County School System, hereinafter referred to as the “LEA” and Community Probation Drug Screening Services, hereinafter referred to as “Medical Review Officer” (MRO), is to document essential assurances, obligations, and related information pertaining to the Extracurricular Activity Drug Testing Policy and Procedures.

Scope of Services

The LEA is a local education agency or school system within the State of Tennessee and has implemented the Extracurricular Activity Drug Testing Policy and Procedures for grades seven through twelve for the purpose of developing and maintaining a drug free educational and athletic environment. The drug-testing program is not punitive, but is designed to create a safe, drug-free environment for students involved in extra-curricular activities and assist students in getting help when needed.

The screening sample will be a split sample, meaning each random drug screening will provide two samples. The initial laboratory test performed by the Agency shall be LEA expense. Should additional testing be requested it shall be at parental expense. Said Agency shall collect such expenses from the requesting parent.

Medical Review Officer

1. The director of schools will appoint a person to work with the drug-screening agency (MRO).
2. A predetermined and confidential random drug screening date will be established and agreed upon by the LEA and the MRO.
3. The MRO will report positive or negative test results within 48 hours directly to the Director of Schools or Designee.
4. A negative reading on said drug screening will result in no further action other than documentation by the Medical Review Officer.
5. Should the initial testing result in a positive reading, the Agency will contact the Director of Schools or Designee who shall contact the student’s parent/guardian or student if 18 or over to confirm any prescriptions or other medications the student has legally taken. The Agency shall determine the validity of the test from such information and report the same to the Director of Schools or Designee.
6. Should the first screening results be positive and medication verification is absent, the parent has two school days to request the split specimen to be sent to a certified independent laboratory.
7. The LEA will pay \$25.00 per student drug screening to the MRO.

8. MRO will report all results of said assessment within 48 hours to the Director of School/LEA or Designee.
9. LEA and MRO will comply in accordance with guidelines, laws, regulations and rules pertaining to the LEA's Policy and Procedures for Athletic and Extracurricular Activity Drug Testing.
10. MRO will adhere to the Terms and Conditions of this Memorandum of Understanding.

Terms and Conditions

This Memorandum of Understanding may be modified only by a written amendment executed by all parties hereto and approved by the appropriate program managers in accordance with applicable laws, rules and regulations.

Liability

The MRO and the LEA shall have no liability except as specifically provided in the Memorandum of Understanding.

Completeness

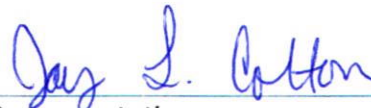
This Memorandum is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Memorandum supersedes any and all prior understandings, representations, negotiations and agreements between the parties relating hereto, whether written or oral.

Communication and Monitoring

For purposes of monitoring, auditing and confidentiality under this Memorandum, the MRO and the LEA shall make available screening results only to the Cumberland County School Director and/or Designee. All records shall be maintained in a secure location with controlled access.

LEA Representative

Community Probation Drug Screening
Services



Director of Schools
Cumberland County Schools
368 4th St.
Crossville, TN 38555
931.484.6135 Office
931.484.6491 Fax

Representative
Community Probation Drug Screening
120 Old Lantana Rd.
Crossville, TN 38555
931.456.5551 Office
931.456.5505 Fax

**MEMORANDUM OF UNDERSTANDING
PROVISION OF TELEHEALTH SERVICES TO STUDENTS**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between East Tennessee Children’s Hospital Association, Inc., located at 2018 Clinch Avenue, Knoxville, Tennessee, 37916 (“ETCH”) and Cumberland County School District (“District”), located at 368 4th Street Crossville, TN 38555(each a “Party” and together the “Parties”).

WHEREAS, District serves a wide range of students with varying medical and social needs; and

WHEREAS, District operates schools that are located in areas that are geographically-isolated from high-quality pediatric primary care; and

WHEREAS, ETCH is a provider of high-quality pediatric medical care, including primary care, and has the capability to provide primary care services to students of District via remote audio-visual means (the “Telehealth Services”); and

WHEREAS, ETCH is willing to provide the Telehealth Services to District and District desires for ETCH to provide such Telehealth Services;

NOW THEREFORE, in consideration of the mutual promises of the parties, and for other good and valuable consideration, it is agreed as follows:

A. ETCH Agrees:

1. To provide Telehealth Services to students of District, at schools or other educational facilities as the Parties may mutually agree (each a “Service Location”), at such times and in such manner as the Parties may mutually agree. Telehealth Services will be offered during normal school hours of operation.

2. To furnish 4 necessary equipment set ups for provision of the Telehealth Services.

3. To assure that the Telehealth Services are supplied by providers who are appropriately licensed in the State of Tennessee and credentialed by ETCH.

4. To maintain general and professional liability insurance coverage in the amount of \$1 million per incident and \$2 million aggregate, naming District as an additional insured under such policy(ies), and to provide evidence of such coverage to District upon request.

5. To assure that the services described above comply with applicable professional standards of practice, ethical boundaries of the profession, state regulations and/or licensure requirements.

6. To comply with all applicable District policies and procedures, including but not

limited to student confidentiality and standards of care.

7. To maintain accurate records of all Telehealth Services.

B. District Agrees:

1. To provide adequate space for the Telehealth Services.
2. To provide internet connectivity and supply ETCH personnel with appropriate login credentials.
3. To appoint a representative or school nurse at each Service Location to act as a liaison between ETCH and the students/patients.
4. To require school nurses, if any, to be appropriately licensed and insured.
5. To ensure that students receiving Telehealth Services have a consent to treatment completed by a parent or legal guardian on file. Patient information and consents will be distributed at the beginning of each school year and remain valid for the current school year.
6. To orient employee(s) of ETCH to applicable District policies and procedures including but not limited to student confidentiality, standards of care and required documentation.
7. If no Telehealth Services are conducted at any participating Service Location during a six (6)-month period, District understands that ETCH may remove the equipment provided to District for that Service Location and discontinue Telehealth Services at that Service Location.

C. Mutual Responsibilities:

1. The Telehealth Services will be supplied at the individual locations set forth on Exhibit A.
2. Both Parties will comply with all applicable provisions of the Family Education Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (“FERPA”), and related regulations of the U.S. Department of Education, 34 C.F.R. Part 99.
3. Both Parties agree to provide the Telehealth Services without regard to race, color, sex, sexual orientation, gender identity, age, religion, creed, national origin, military status, disability, marital status, or any other unlawful factor.
4. Each Party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other Party. Neither Party shall be responsible for personal injuries or property damage or loss, except that resulting from its own negligence or the negligence of its employees or others for whom the Party is legally responsible. Subject to

the limits of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 (“GTLA”), each of the Parties agrees to indemnify the other Party from any third-party claims and resulting liability, damages, costs and expenses, including reasonable attorney’s fees (collectively, the “Loss”), to the extent the Loss was caused by the indemnifying Party’s negligence or by a violation of HIPAA or FERPA.

5. Each Party agrees not to use the other Party’s name, marks, or logos in any advertising, promotional material, press release, publication, public announcement, or through other media, written or oral, without the prior written consent of the other Party.

D. Miscellaneous Provisions:

1. This MOU will take effect as of July 1, 2025, and shall continue in effect until June 30, 2026 (termination date).

2. If either Party materially breaches any provision of this MOU, the other Party may terminate this MOU immediately upon written notice to the breaching Party. The Parties agree that, during the period after notification but before termination, each Party will continue to perform pursuant to the terms of the MOU. Either Party may terminate this MOU by giving thirty (30) days’ notice in writing to the other Party.

3. The Parties agree to comply at all times with applicable Tennessee Department of Health rules and with CDC best practices with respect to the COVID-19 pandemic.

4. This MOU shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee.

5. This MOU embodies the entire agreement between parties on the subject of Telehealth Services, and no prior representations, terms, conditions, promises, agreements or otherwise, between the parties other than contained herein are valid.

(Signatures on the following page)

District:

Cumberland County Schools

This document is approved by the _____ School District on the ____ day of _____, 2025, as reflected in its minutes, and certified by its Director of Schools.

Director of Schools – Signature

Director of Schools – Printed Name

Date: _____

ETCH:

East Tennessee Children’s Hospital Association, Inc.

Chief Operating Officer - Signature

Steven R. Godbold

Chief Operating Officer – Printed Name

Date: _____

EXHIBIT A

AVAILABLE LOCATIONS FOR TELEHEALTH SERVICES

**CRAB ORCHARD ELEMENTARY SCHOOL
240 SCHOOL ROAD
CRAB ORCHARD, TN 37723**

**CUMBERLAND COUNTY HIGH SCHOOL
660 STANLEY STREET
CROSSVILLE, TENNESSEE 38555**

**PHOENIX HIGH SCHOOL
203 TAYLOR STREET
CROSSVILLE, TN 38555**

**STONE ELEMENTARY SCHOOL
1219 COOK ROAD
CROSSVILLE, TENNESSEE 38555**

**FRANK P. BROWN ELEMENTARY SCHOOL
3766 DUMBAR ROAD
CROSSVILLE, TENNESSEE 38572**

**GLENN MARTIN ELEMENTARY
1362 MILLER AVENUE
CROSSVILLE, TENNESSEE 38555**

**HOMESTEAD ELEMENTARY
3889 HIGHWAY 127 SOUTH
CROSSVILLE, TENNESSEE**

**NORTH CUMBERLAND ELEMENTARY
7657 HIGHWAY 127 NORTH
CROSSVILLE, TENNESSEE 38571**

**PINE VIEW ELEMENTARY
349 DAYSVILLE ROAD
ROCKWOOD, TENNESSEE 37854**

**PLEASANT HILL ELEMENTARY
486 EAST MAIN STREET
CROSSVILLE, TENNESSEE 38571**

**SOUTH CUMBERLAND ELEMENTARY
3536 LANTANA ROAD
CROSSVILLE, TENNESSEE 38572**

**STONE MEMORIAL HIGH SCHOOL
2800 COOK ROAD
CROSSVILLE, TENNESSEE 38571**

THIS SERVICES AGREEMENT (this “**Agreement**”) is made by and between TNTP, Inc., a Delaware nonprofit corporation organized and operated exclusively for charitable and educational purposes and qualifies for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and is further classified as a public charity within the meaning of Section 509(a)(1) of the Code, with its principal office at 500 7th Avenue, 8th Floor, New York, New York 10018 (“**TNTP**”), and **Cumberland County Schools**, with its principal office at **368 4th Street, Crossville, TN 38555** (the “**Client**”). This Agreement shall be effective as of the later of the dates beneath the parties’ signatures below (the “**Effective Date**”). This Agreement consists of the following terms, as well as the Scope of Services in the attached Schedule A.

STATEMENT OF PURPOSE: The Client wants to engage TNTP to provide school support as detailed in this Agreement.

Section 1. Term and Services.

For the period commencing on the Effective Date until **February 28, 2026** (the “**Term**”), TNTP agrees to provide services for the Client as specified in the services stated in Schedule A (“**TNTP’s Services**,” “**Scope of Services**,” or “**Services**”). The Services may include the provision of documentation, reports, analysis, and other content (“**Deliverables**”). TNTP’s Services will be considered accepted upon the Effective Date or upon commencement of the Services at Client’s direction following Client’s instructions to commence Services under the Proposal. TNTP will use its reasonable efforts to achieve the deadlines for Services, if any, set forth in any timetable and/or dates for delivery contained in Schedule A. TNTP may, upon written notice to Client, subcontract any portion of the Services in its sole discretion.

Section 2. TNTP and Client Responsibilities.

- a. Client will cooperate with TNTP to facilitate the performance of TNTP’s Services. If necessary to facilitate TNTP’s provision of the Services, Client will provide TNTP with access (which may be in-person or remote via virtual means such as teleconference and videoconference, as agreed upon by the parties) to Client personnel, classrooms, meeting spaces, buildings, and background check processes as needed for TNTP’s Services. If applicable, the Services may require staff/leader/teacher surveys, data collection and analysis, focus groups, student work samples, and video recordings of classroom activities, and all these activities will be done in compliance with this Agreement. In the event that the Services require video recording, the availability of video recording is subject to the Client obtaining proper permission under Tennessee law.
- b. Client, and not TNTP, is responsible for all employment-related obligations, liabilities, and decisions that may relate to the implementation of the Services or results from the Services.
- c. TNTP and Client may mutually agree to permit in-person, essential work-site visits under certain circumstances. In deciding to permit in-person, essential work-site visits, TNTP and Client will take into account CDC guidance, state and local regulations and guidance, the school and district’s health and safety plan related to pandemics or infectious disease, and the internal policies of both Client and TNTP. If the parties agree to work-site visits, school staff will be instructed to follow all school district and TNTP health and safety procedures. Client releases TNTP from any liability related to pandemic or infectious disease-related transmission from in-person work-site visits. TNTP reserves the right to discontinue work-site visits at any time if TNTP determines that cessation of work-site visits is necessary to protect the health and safety of its personnel.

Section 3. Representations and Warranties; Disclaimer.

Each party represents and warrants that it:

- a. Has the full right, power, legal capacity, and authority to enter into this Agreement and to carry out its obligations hereunder;
- b. Maintains adequate and appropriate insurance, including comprehensive general liability, professional liability, and workers’ compensation insurance, to cover activities under this Agreement;
- c. Will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in connection with its performance under this Agreement; and
- d. Is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement.

Disclaimer of Warranties. EXCEPT AS PROVIDED IMMEDIATELY ABOVE, THE SERVICES, DELIVERABLES, AND TNTP THIRD PARTY MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. TNTP DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Section 4. Payment and Invoicing.

The Client shall pay a flat fee to TNTP in the amount of \$28,843 for TNTP's Services (the "Client Fee"). TNTP shall invoice the Client for the Client Fee according to the following schedule:

| Invoice Date | Invoice Amount |
|--------------------|-----------------|
| September 20, 2025 | \$6,986 |
| December 20, 2025 | \$21,857 |
| Total | \$28,843 |

TNTP's failure to timely invoice will not constitute a waiver of any of TNTP's rights hereunder or constitute a breach by TNTP of this Agreement. The invoice is due and payable by ACH or wire transfer within thirty (30) days of Client's receipt of the invoice, without regard to any delay for purchase order or invoice reference. Client will validate any changes to ACH or wire payments by contacting TNTP at ar@tntp.org. After thirty (30) days, interest may be charged at a rate of one percent (1%) per month. Client agrees to provide, for inclusion in each Scope of Services, the specific information that must be included on an invoice (e.g., a Purchase Order Number or other reference). If there are disputed amounts on any invoice, the balance of such invoice, after deducting any disputed amounts, shall be paid in full when due and payable, and the disputed amounts shall be presented to TNTP for resolution as soon as such disputed amounts have been determined by the Client. Once resolved, Client will promptly pay any disputed amounts to TNTP without the need for TNTP to issue an additional invoice.

Financial Contacts:

For TNTP: TNTP Accounts Receivable
ar@tntp.org

For Client: _____ (Financial Contact Name)
 _____ (Title)
 _____ (Email Address)
(TNTP will direct invoices to this address)

Section 5. Independent Contractor.

TNTP's relationship to the Client is that of an independent contractor and nothing herein will be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. TNTP will determine the method, details, and means of performing the Services. TNTP may represent, perform services for, and contract with other additional clients, persons, or companies as TNTP, in its sole discretion, sees fit, provided those services do not pose a conflict of interest with the services performed to Client.

Section 6. Termination; Survival.

If at any time either of the parties believes that the other party has materially breached its obligations under this Agreement, written notice shall be given by the party alleging breach setting forth the asserted breach and providing an opportunity to cure the same within thirty (30) days after such written notice. If the asserted breach has not been cured to the reasonable satisfaction of the party providing the written notice, but reasonable attempts to cure (as determined by the party providing written notice of asserted breach) have been made in writing by the party to whom the written notice of asserted breach was given, said party will have an additional opportunity to cure for a period of thirty (30) days following the expiration of the initial thirty (30) day cure period. If the asserted breach has not been cured to the satisfaction of the party providing written notice of asserted breach, that party may elect to terminate this Agreement upon written notice to the breaching party. If this Agreement is terminated, the rights and obligations of each party hereunder will terminate, provided, however, that such termination will not terminate the rights and obligations of the parties that expressly survive the termination of this Agreement, including, without limitation, the obligation of the Client to pay TNTP for time and expenses incurred in rendering the Services pursuant to this Agreement prior to the effective date of such termination.

Sections 3 (Representations and Warranties; Disclaimer), 4 (Payment and Invoicing), 6 (Termination; Survival), 7 (Indemnification, Exclusion of Certain Damages, Limitation of Liability, Subpoenas, and Insurance Coverage), 8 (Intellectual Property Rights (IPRs)), 9 (Promotional Materials and Publicity), 10 (Data), 11 (Confidentiality) and 12 (Miscellaneous), and terms of Schedule A that expressly survive termination, will survive expiration or termination of this Agreement.

Section 7. Indemnification, Exclusion of Certain Damages, Limitation of Liability, Insurance and Subpoenas.

7.1 Indemnification. To the extent permitted by applicable law, each party agrees to defend and indemnify the other party, their subsidiaries and affiliates, and hold them harmless from any and all unaffiliated third party claims (“**Claims**”), losses, damages, penalties, costs, and expenses, including without limitation, settlement costs and any legal, accounting and other expenses for investigation or defending any actions or threatened actions (collectively, “**Losses**”) to the extent such Claims were caused by (a) the intentional misconduct of a party, or any of their employees or agents, or (b) any untruth, inaccuracy, fraud or material omission in any representation or warranty made by a party. In addition, Client will defend, indemnify, and hold harmless TNTP from and against any Claims arising from employment decisions made by Client related to the Services provided by TNTP. The party seeking indemnification shall provide the indemnifying party with prompt written notice of any Claim(s) and give complete control of the defense and settlement of the indemnifying party, and shall cooperate with the indemnifying party, its insurance company, and its legal counsel in its defense of such Claim(s). This indemnity shall not cover any Claim in which there is a failure to give the indemnifying party prompt notice to the extent such lack of notice materially prejudices the defense of the Claim.

7.2 Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TNTP BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER TNTP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THE FOREGOING EXCLUSION DOES NOT APPLY TO CLAIMS RELATED TO TNTP’S FRAUD OR INTENTIONAL MISCONDUCT.

7.3 Limitation of Liability. NOTWITHSTANDING ANY DAMAGES THAT CLIENT MIGHT INCUR UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DIRECT DAMAGES), TNTP’S ENTIRE LIABILITY UNDER THIS AGREEMENT AND CLIENT’S EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO THE CLIENT FEES PAID TO TNTP IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7.4 Subpoenas. If TNTP is requested by Client or required by subpoena or similar legal process to produce TNTP’s materials or personnel with respect to an engagement for Client, provided that TNTP is not a party to the proceeding, Client will reimburse TNTP for its professional time and reasonable out-of-pocket expenses, including the reasonable fees and out-of-pocket expenses of TNTP’s outside counsel incurred in responding to such a request.

7.5 Insurance Coverage. TNTP will, at its sole expense, maintain comprehensive general liability insurance with policy limits of not less than \$1,000,000, and provide to the Client upon request a certificate of insurance evidencing such coverage.

Section 8. Intellectual Property Rights (IPR).

8.1 Ownership by TNTP.

- a. **TNTP IPR.** Client acknowledges and agrees that as between Client and TNTP, TNTP is and will remain the sole and exclusive worldwide owner of all TNTP IPR. For purposes of this Agreement, “**TNTP IPR**” means all patents, copyrights, trademarks, services marks, designs, logos, trade secrets, publicity, privacy or moral rights, and any other intellectual property or proprietary rights arising at any time under the applicable law of any jurisdiction anywhere in the world that subsists in, without limitation, the following: all technology, frameworks, processes, systems, methodologies, analytical tools, industry data and insights, layouts, TNTP Confidential Information (defined below), TNTP tools, TNTP’s Video Library, Learning Portal, Insight, Academic Scorecard and online platforms that TNTP owns or to which TNTP has a

license; and any improvements, derivatives or modifications to any of the foregoing, TNTP owns all TNTP IPR in existence prior to or developed independently of this Agreement.

- b. **Work Product.** Client acknowledges and agrees that all intellectual property rights in any work created, produced, or developed by TNTP, whether alone or jointly with others, in the course of providing the Services under this Agreement (“**Work Product**”), shall immediately upon creation or performance vest in and shall remain the sole and exclusive property of TNTP, and Client shall acquire no right, title or interest in and to the same, except for the limited license rights expressly granted under this Agreement.
- c. **Reservation of Rights.** Client agrees that no TNTP IPR or Work Product will be shared, licensed, or sold by Client to any other person or entity under any circumstances without the prior written consent of TNTP, except for the limited license rights expressly granted under this Agreement.
- d. **Third Party Materials.** As part of the Services: (i) TNTP may provide Client access to third party materials (“TNTP Third Party Materials”) or (ii) Client may provide third party materials to TNTP to use in providing the Services (“Client Third Party Materials”). Client acknowledges that such access and/or use of TNTP Third Party Materials is at Client’s sole risk. TNTP makes no representation or warranty or assumes any liability, with respect to any such **TNTP Third Party Materials**. TNTP does not endorse or approve any TNTP Third Party Materials. If Client provides any Client Third Party Materials to TNTP, Client represents and warrants that Client has obtained all rights necessary for TNTP to use the Client Third Party Materials to deliver the Services pursuant to this Agreement.

8.2 License to Work Product. Subject to Client’s payment in full to TNTP for the Services, TNTP grants Client the following limited, revocable, non-commercial, non-exclusive, non-transferable, non-sublicensable license, to use the Work Product provided as part of the Scope of Services and any TNTP IPR that is necessarily included in Work Product, solely for Client’s own internal business operations, trainings, and analysis in connection with the Scope of Services. Client agrees not to disclose the Work Product or any TNTP IPR included therein to any third party except as otherwise permitted under this Agreement

8.3 Trademarks. Client acknowledges that TNTP owns the TNTP name, flame logo, and the tagline Reimagine Teaching (collectively the “**Marks**”). TNTP grants Client a limited, non-exclusive, non-transferable, revocable license to use the Marks, without the right to grant sublicenses, for the specific purpose of the marketing and promotion for these specific Services, if applicable, and in accordance with Schedule A. Any use of the Marks beyond the scope permitted in this Agreement shall be (a) subject to the prior written approval by TNTP, (b) consistent with the terms of this Agreement, and (c) used for the sole purpose of the Project, TNTP’s Services and work with Client. The Marks may not be altered or modified in any way unless approved in writing by TNTP. Client will immediately cease using the Marks upon the earlier of TNTP’s request, the termination of this Agreement, or the completion of the Services. Client shall not attempt to register the Marks and will cooperate with TNTP protecting and defending them.

Section 9. Promotional Materials and Publicity.

Subject to the terms of this Agreement, Client and TNTP agree that either party may use descriptions of the Services performed by TNTP in promotional materials, including bid applications and client lists, and that TNTP may explicitly identify Client as a client of TNTP.

Section 10. Data.

10.1 Use of Data. If required by the Scope of Services, Client agrees to provide to TNTP, at no cost to TNTP, and within thirty (30) days of TNTP’s written request, all requested student data (“**Student Data**”), teacher and staff related data (“**Staff Data**”), and demographic and school/district information (“**School Data**”). Student Data, Staff Data, and School Data is collectively referred to herein as “**Data**”. The Client’s failure to provide TNTP with Data, or access to collect the Data, may cause a material delay in the delivery of Services for which TNTP will not be held responsible.

The parties agree that Data may be shared between the parties and may only be used by the parties for the purposes identified in this Agreement, including Schedule A, and in a manner consistent with the terms outlined in this Agreement. The parties agree to comply with all relevant federal, state, and local laws and regulations governing the privacy and security of personally identifiable information (including transmission of data), to the extent applicable.

For the purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, 34 CFR Part 99, a “school official” is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with

respect to the use and maintenance of education records; and (3) is subject to CFR §99.33(a) governing the use and re-disclosure of personally identifiable information from student records. Client recognizes and agrees that for purposes of FERPA, Client will designate TNTP to act in a "school official" role for the purposes outlined in the Scope of Services. Pursuant to this Agreement, TNTP is considered a school official with a legitimate educational interest, providing services that would otherwise be performed by Client, and under the control and direction of Client with respect to the education records. TNTP shall not disclose any information that would be considered "Personally Identifiable Information" (as such term is defined in FERPA) unless either the disclosure would be permissible under 34 C.F.R. § 99.31 or TNTP has obtained appropriate written consent to the disclosure.

Notwithstanding the above, Client shall not provide or make available to TNTP any student's Personally Identifiable Information from education records (for purposes of FERPA) unless: (i) Client has obtained, with respect to each student's Personally Identifiable Information provided to TNTP, appropriate written consent to disclose such Personally Identifiable Information to TNTP, and authorization for TNTP to use such Personally Identifiable Information in connection with performing the Services, and (ii) written notice identifying particular Student Data as Personally Identifiable Information.

All Personally Identifiable Information will be destroyed within sixty (60) days of the termination of this Agreement. In furtherance of the Services, TNTP may use video, sound, or other recordings ("**Recordings**") of any of TNTP's Services in its sole discretion and for its legitimate business purposes in perpetuity so long as the recording is made pursuant to all applicable laws relating to confidentiality and protected information.

Separate from the parties' obligations with respect to Student Data, Client agrees not to send TNTP any data that can identify an individual ("**Personal Data**") unless the parties otherwise mutually agree that it is a requirement in order to effectuate the provision of TNTP's Services under this Agreement. In such circumstances, the parties shall comply with the obligations imposed by applicable data privacy legislation and this Agreement. In providing TNTP with Personal Data, Client will be acting as the data controller and will confirm that Client has complied with applicable law and obtained all necessary consents for lawful processing, including in connection with any transfer of Client's Personal Data.

Client agrees to secure any consents from teachers, staff, students, families, or parents/guardians that are required by all applicable laws, including but not limited to FERPA, for TNTP's use of the Data, Recordings, or TNTP's use of student work samples in rendering TNTP's Services, and ensure that such consents allow TNTP to rely on such consent when acting as an agent of the Client.

10.2 Ownership by the Client. As between Client and TNTP, and except as otherwise provided in this Agreement, Client owns all Data. Client agrees that TNTP, subject to applicable law, may use Data to perform its obligations hereunder.

10.3 License to TNTP. Client grants TNTP a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses, to use, modify, reproduce, display, transmit, distribute, publicly perform, and create derivative works of Data in de-identified and/or aggregated form. The Client agrees that TNTP may use any de-identified Data and metrics regarding the Client's business that are provided to TNTP by the Client, or which are otherwise collected by TNTP during the course of providing the Services. TNTP may identify the Client as the source from which the Data originated if it complies with the other terms in this Agreement. Client agrees that TNTP may use de-identified and/or aggregated Data for its business purposes, including, without limitation, for purposes of publication, research, evaluation, and presentation by TNTP.

10.4 Client Partners. If necessary to support TNTP's Services, Client grants TNTP permission to share the de-identified Data with third party researchers, evaluators, partners, and funders.

Section 11. Confidentiality.

Each party agrees that it shall neither disclose any confidential information of the other party to third parties nor use any confidential information of the other party in any manner other than as contemplated by the Agreement. "**Confidential Information**" is any information marked confidential by a party or information that by its nature or the context of its disclosure ought to be treated as confidential information (including without limitation the terms of Agreement). The following types of information, however marked or designated, are not Confidential Information: (a) information that is, or becomes, lawfully and publicly available without a breach of this Section; (b) information that was lawfully known to the recipient of the information without an obligation to keep it confidential; (c) information that is received from another source who can disclose it lawfully and without an obligation to keep it confidential; or (d) information that is independently developed. The parties agree that any disclosure of Confidential Information shall be made available only to its employees, officers, directors, financial and legal advisors, agents, or representatives ("**Representatives**") who need to

know in order to further the purpose of the services addressed in this Agreement and as required by applicable law. The parties further agree to inform its Representatives of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with the terms of this Agreement. The parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services.

Section 12. Miscellaneous.

- a. The Services are limited to those specifically described in the Agreement and Scope of Services and do not under any circumstances constitute accounting, audit, or tax related assistance or advice, investment advice, legal advice, or services (including as to the manner, if any, in which Client may lawfully implement any advice provided by TNTP), expert witness services.
- b. If in any event any provision of this Agreement is held by a court to be unenforceable as written, that provision will be reformed so as to give effect to the intentions of the parties, and the other provisions of the Agreement.
- c. Neither the Client nor TNTP may assign their rights under this Agreement without the prior written consent of the other.
- d. TNTP shall not be deemed to have breached this Agreement, for any failure or delay in performing any of its obligations under this Agreement when such failure or delay is caused by or results from an event beyond TNTP's reasonable control, including without limitation (1) acts of God, (2) natural disasters, (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, (4) governmental orders or restrictions, (5) international, national or regional emergency, (6) flood, fire, or explosion, (7) strikes, labor shortages, stoppages or slowdowns, (8) epidemics, pandemics, diseases, quarantines, or other extraordinary events which is determined to constitute a public health risk ("**Force Majeure Event**"). TNTP will use commercially reasonable efforts to give notice of the Force Majeure Event to the Client stating the period of time the occurrence is expected to continue, provided that (a) TNTP is able, given the nature and scope of the Force Majeure Event, to reasonably state such time period, and (b) any delay by TNTP to provide such notice or to state the time period when performance will be resumed will not negate the enforceability of this Section. Upon cessation of such Force Majeure Event, as reasonably determined by TNTP, TNTP will thereupon use commercially reasonable efforts to resume efforts to promptly perform or complete the performance of TNTP's Services hereunder as soon as reasonably practicable after the cessation or resolution of the Force Majeure Event. If TNTP's failure or delay to resume efforts to promptly perform or complete the performance remains uncured for a period of 60 days following notice given by it to Client under this Section, either party may thereafter suspend or terminate its performance under the applicable Scope of Work upon thirty (30) days' written notice.
- e. All notices required by this Agreement will be in writing and either personally delivered or mailed to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. All notices will be deemed given when delivered. If to TNTP, the notice will be to Michele Listokin, Interim General Counsel.
- f. This Agreement will be governed by Tennessee law without reference to conflicts of laws principles. The parties agree and consent to the exclusive jurisdiction of and venue in the state or federal courts in the county of Cumberland and the state of Tennessee in all disputes arising out of or relating to this Agreement.
- g. Neither party has entered into this Agreement in reliance on any promise, representation, or warranty not contained herein. This Agreement will be construed according to the fair intent of the language as a whole, and not for or against either party.
- h. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations, and agreements, if any, with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right, or remedy.
- i. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement may also be executed by email, or other electronic means, and so executed shall have the full force and legal effect of an original.

[Signature Page to Follow]

Signatures.

The parties, by signing below, by their duly authorized representatives confirm their acceptance of the terms and agree to execute this Agreement, which shall be effective on the Effective Date.

Cumberland County Schools

By: _____

Date: _____

Name (print): _____

Title: _____

TNTP, Inc.

By: _____

Date: _____

Lin Johnson III
Chief Strategic Growth and Finance Officer

Schedule A

Scope of Services

Scope of Services

Priority #1: Support school-level Special Education teachers in knowledge of Tier 1 curriculum in Math and English Language Arts (“ELA”) by building a vision and executing a strategy for strong instruction in ELA and Math to support students with learning and thinking differences.

Instructional Coherence Diagnostics

TNTP will conduct a three-day instructional coherence diagnostic at Cumberland County Schools. Following this diagnostic, TNTP will produce a report for the school that they can then use to develop their instructional coherence strategy and to serve as a baseline for improvements during the 2024-2025 school year.

Support will be provided through the following activities:

- *Diagnostic Walkthrough (3 days)*
- *Collection of data to inform current state of student performance with thinking and learning differences.*
- *Strategy and Planning retreat (virtual format) (1.5 hours)*
- *Learning walks- (6 days) to support implementation of the vision*

Priority #2: Build the capacity of district and school leaders and classroom teachers to provide academic support to students with thinking and learning differences.

Cumberland County Special Education teachers and district leaders who support these teachers will work towards the following objectives:

- **Share a district-wide vision for K-5 literacy and math academic support** for students with IEPs that is grounded in the Science of Reading and shifts in mathematical standards, leverages HQIM assessments and materials, and is aligned to best practices for students with IEPs.
- **Scale instructionally coherent practices for Tier 1 and intervention to all K-5 classrooms** to include, at a minimum:
 - Use of a foundational skills assessments to drive placement and content decisions.
 - Use of HQIM for a majority of the support students receive.
 - For students with IEPs who are being held accountable to grade-level standards (i.e. taking the traditional ELA TCAP, with or without modifications, at the end of the year), use of HQIM for a majority of the support students receive.

These objectives would be achieved through professional development sessions and learning walks within classrooms to support the learning and development of our vision.

TNTP will partner with Cumberland County Special Education Department to execute the scope of services described above according to the following timeline:

August 2025

- **August 4th: Professional development session for special education teachers**
- **August 6th: Professional development session for special education teachers**
- **August 16th: Professional development session for special education teachers**
- **TBD: Two (2) additional professional development sessions**

September-October 2025

- **TBD: Diagnostic walkthrough of SPED classrooms over three (3) days, with a diagnostic report to be delivered to client afterwards**

November-December 2025

- **TBD: Two (2) learning walks with school-level follow up**

January-February 2026

- TBD: Two (2) learning walks with school-level follow up and one (1) professional development session

February 2026

- Final report with summary findings, recommendations, and/or next steps

DRAFT



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

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MEDICAID REIMBURSEMENT PROGRAM – SCHOOL NURSING SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made on this 1st day of July, 2025, by and between Cumberland County Board of Education (hereinafter known as "**School District**") and **Stellar Therapy Services, LLC**, (hereinafter known as "**Contractor**") with its principal office in Chattanooga, TN, 37421.

WHEREAS, the Centers for Medicare and Medicaid Services letter to State Medicaid Directors, SMD#14-006, dated December 15, 2014, states that Medicaid reimbursement is available for covered services that are provided to Medicaid beneficiaries regardless of whether there is any charge for the service to the beneficiary or the community at large; and the School District desires that the Contractor provide billing and related administrative services in connection with healthcare services provided to School District students who are TennCare enrollees.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, School District and Contractor hereby agree as follows:

1. **Term.** The term of this Agreement shall be from **July 1, 2025, through June 30, 2026**. The term may be extended for up to two years following the end of the initial term, by mutual agreement of the parties.

2. **Administrative Services.**

(a) Contractor shall provide the following services to SCHOOL DISTRICT during the term of this Agreement (the “Administrative Services”):

- On behalf of School District, Contractor shall prepare and submit to appropriate Managed Care Organizations (“MCOs”) all claims for identified eligible healthcare services that are provided to TennCare Eligible School District Students either by service providers who are directly employed by School District (“School District Providers”) or who have a current contract with Board of Education (“Contract Providers”).
- Assist in obtaining all billing numbers and credentials required for the School District to receive Medicaid payments.
- Review and assist School District in the identification of appropriate notices and consents required to be provided students (or their parents or legal guardians) under applicable state and federal laws.
- Ensure that all consents and physicians’ orders on behalf of the TennCare Eligible School District Students are in place in order for Contractor to bill for services provided thereto.
- Train School District Providers or Contract Providers as needed on documentation and clinical requirements related to school-based healthcare services submitted for Medicaid reimbursement.
- Perform quality assurance reviews related to compliance with State and Federal regulations with results available to School District.
- Upon the date of expiration or termination of this Agreement for any reason (the "Termination Date"), Contractor shall have the option to bill exclusively for all claims for services provided to Eligible School District Students by School District Providers or Contract Providers having dates of service on or prior to the Termination Date (the "Pre-Termination Charges"). This option shall conclusively be deemed to have been exercised by Contractor unless Contractor notifies School District on or prior to the Termination Date that it has elected not to exercise this option. If Contractor exercises such option, Contractor shall bill exclusively for all Pre-Termination Charges and provide standard reports in connection therewith for a period of up to one hundred twenty (120) days following the Termination Date (the "Post-Termination Period"). Contractor shall have the right to reduce the duration of the Post-Termination Period at any time



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

by providing written notice to School District specifying the shorter Post-Termination Period. Contractor shall continue to receive its monthly Administrative Services Fee on all Pre-Termination Charges collected during the Post-Termination Period. Upon expiration of the Post-termination Period, Contractor shall cease providing the Post-Termination Services to School District.

- When these services are performed by a Physician's Assistant or Advanced Nurse Practitioner, Contractor will provide required physician oversight of the services according to Tennessee State laws. Subject to the terms of this Agreement the time of performance of the Services shall be as mutually agreed upon by Contractor and School District. Contractor will follow established program protocols agreed upon by all parties.

(b) The parties agree to work together in good faith to address issues arising under applicable state and federal laws, policies, procedures, and requirements pertaining to the Administrative Services, so that the Administrative Services shall be structured and performed in accordance with such laws.

(c) All revenue and income resulting from the Administrative Services and the direct clinical services provided by the Contractor hereunder shall belong to and accrue to the benefit of School District, unless otherwise agreed by the parties. The parties shall work together to establish appropriate accounts into which such revenues shall be deposited in order to comply with applicable laws.

(d) During the term of this Agreement, School District will not use the services of any other billing or claims processing companies for the purpose of submitting claims for services performed by School District Providers or Contract Providers for TennCare Eligible School District Students.

3. Billing Entity Services. To be eligible for claiming, nursing services must be performed under the supervision of a Physician, a Physician's Assistant, or a Nurse Practitioner ("Billing Entity"). Claims for nursing services will be submitted using the credentials and provider number for the Billing Entity.

(a) To the extent that it is necessary to facilitate submission of claims for eligible services, Contractor shall provide billing entity services for the purpose of providing oversight for nursing services for identified students provided by School District healthcare workers. When these services are performed by a Physician's Assistant or Advanced Nurse Practitioner, Contractor will provide required physician oversight of the services according to Tennessee State laws. Subject to the terms of this Agreement, the time of performance of the Services shall be as mutually agreed upon by Contractor and School District. Contractor will follow established program protocols agreed upon by all parties.

(b) Contractor represents and warrants that billing entity possesses all licenses and qualifications necessary, and services provided will be in accordance with the ethics and standards of the AANP, AAPA and AMA and all applicable rules and regulations according to the applicable health licensure for performance of the Services throughout the term of this Agreement.

(c) School District is prohibited from hiring, causing to be hired, or contracting with any person associated with the Contractor without the expressed written consent of the Contractor for a period of one year from the cessation of this contract or the cessation of working relationship of said person with Contractor

4. Compensation.

(a) In consideration for the Administrative Services provided by Contractor, School District agrees to pay Contractor a Fee for Administrative Services equal to twenty percent (20%) of total revenues received in connection with services provided to Eligible School District Students by School District Providers or Contracted Providers and billed by Contractor.

(b) Contractor will provide regular reports to School District of revenue received by Contractor as a result of services performed by school nurses. This revenue will be distributed monthly by Contractor to School District. The Fee for Administrative Services will be deducted from this disbursement. If revenue is received by School District directly from insurance companies, then Contractor shall invoice School District on a monthly basis for the Fees under this Agreement, and SCHOOL DISTRICT shall be responsible for paying all Fees within thirty (30) days of receipt of Contractor's invoice therefor.

(c) The parties represent and warrant to the other that all compensation payable to Contractor by School District hereunder has been determined in arms-length bargaining and is consistent with fair market value. Furthermore, the



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

parties represent and warrant that all compensation hereunder was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties.

(d) The Contractor reserves the right to change the Rates listed above in 4(a) and will notify the School District in writing of such within thirty (30) days of effective date of changes. After receipt by the School District of rate changes of the Contractor, School District shall have thirty (30) days from receipt of the rate changes to cancel this Agreement if School District does not agree with the rate changes. If School District cancels this Agreement because of unacceptable rate changes, neither party under this Agreement shall have any further obligations under this Agreement after the date of cancellation.

5. FERPA Compliance.

School District and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with School District as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract (See Attachment).

6. School District And Contractor Responsibilities.

(a) School District agrees to provide or cause to be provided to Contractor timely, accurate, complete and up-to-date information required by Contractor to perform the Administrative Services, which information may include without limitation demographic, charge, diagnosis, patient or treatment related information. School District represents and warrants that all clinical documentation provided to Contractor will be true, accurate and complete and up-to-date at the time of provision. School District will notify Contractor when it becomes aware that any inaccurate or incomplete information has been supplied to Contractor, including but not limited to errors that may affect CPT codes or ICD-10 codes or their equivalents. School District shall notify Contractor promptly of all non-chargeable patient visits or services.

(b) School District represents and warrants that the School District Providers and Contract Providers will perform their services in accordance with standards adopted by the governing bodies of their specialty and that such services are and will be medically necessary, usual, customary and reasonable.

(c) School District acknowledges that the timing and amount of collections generated by the Administrative Services are subject to numerous variables, and that School District's failure to comply with the requirements of this Agreement may materially interfere with the Administrative Services. School District additionally acknowledges that Contractor's ability to perform the Administrative Services may be affected by the inability or failure of third party payors beyond the control of Contractor to accurately process data, complete provider enrollment or credentialing on a timely basis, or adopt systems to comply with requirements imposed by federal or state laws.

(d) If Contractor exercises its option to perform Post-Termination Services, then School District shall ensure that it provides to Contractor all data and back-up information pertaining to the Pre-Termination Charges promptly after receipt thereof. The parties acknowledge that Contractor cannot properly provide the Post-Termination Services without such data and information. If School District fails to comply with its obligations under this Section, School District agrees that it shall release and hold Contractor harmless from any claims, losses or damages relating to or arising from Contractor's performance of the Post-Termination Services.

(e) Contractor agrees to:

- Provide all services hereunder in accordance with applicable law and regulations and shall upon request of the School District to provide commercially appropriate reports, response to inquiries or concerns.
- Contractor affirmatively represents that this Agreement complies with all TennCare, Medicaid or any other government sponsored health care reimbursement programs in all respects.
- Contractor acknowledges that it has the appropriate medical professionals to perform any oversight duties undertaken in this Agreement, whether under the Administrative Services or



Stellar Therapy Services, LLC

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Billing Service Section or elsewhere and agrees to immediately notify School District if they can no longer perform the review at the appropriate level.

7. **Professional Liability Insurance.** Contractor will provide proof of insurance with coverage and limits satisfactory to School District's Office of Risk Management.

8. **Acknowledgments.**

(a) Contractor and School District acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between SCHOOL DISTRICT and Contractor. In that regard, while Contractor is subject to general terms and conditions in connection with the performance of the Services, Contractor and School District acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

(b) Contractor and School District acknowledge and agree that they have had a sufficient opportunity to review the terms of this Agreement.

(c) Contractor and School District acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owners, partners, officers, employees or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering into this Agreement.

9. **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, public health emergency, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

10. **Tax Liabilities.** All taxes applicable to any amounts paid by School District to Contractor under this Agreement shall be Contractor's liability and School District shall not withhold or pay any amounts for federal, state or municipal income tax, Social Security taxes, or unemployment or worker's compensation taxes. Contractor hereby acknowledges its personal liability for the tax imposed by the Internal Revenue Code of 1986, and the payment, when applicable, of estimated quarterly taxes and the filing, when applicable, of quarterly Internal Revenue Service forms for the declaration of estimated tax by individuals. Upon request by School District, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, School District shall be solely responsible for all taxes associated with revenues generated from the services provided the TennCare Eligible School District Students by School District Providers and submitted to Managed Care Organizations by contractor as a part of the Administrative Services.

11. **Preservation of Records.** Contractor and School District agree that they shall cause the healthcare records generated in connection with the services of the School District Providers and Contract Providers to be maintained for at least seven (7) years after the furnishing of any healthcare services pursuant to this Agreement. To the extent required by applicable law, Contractor and School District shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary" or the Secretary's duly authorized representatives, the Comptroller General of the United States (the "Comptroller General") or the Comptroller General's duly authorized representatives, such books, documents or records as may be necessary to certify the nature and extent of the cost of any services rendered pursuant to this Agreement. All such books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be required in regulations promulgated by the Secretary.

12. **Notices.** Any notice or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as set forth under each parties



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signature to this Agreement. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

13. Change Of Circumstances. In the event (i) Medicaid, TennCare, any applicable third-party payer or any federal, state or local legislative or regulatory authority establishes or has any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change or has an adverse effect in the method or amount of reimbursement or payment for the use of or services services provided to Eligible School District Students by School District Providers and submitted to Managed Care Organizations by Contractor as a part of the Administrative Services, (ii) any or all of such payers/authorities establishes any law, rule, regulation, policy, procedure or interpretation thereof which establishes or creates a substantial risk of violation of any federal, state or local anti-fraud and abuse law, or (iii) any or all of such payers/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party affected by any such change in circumstances or adverse effect, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

14. Indemnification. Contractor agrees to protect, defend and indemnify School District and to hold School District harmless against any and all claims, demands, losses, suits or causes of action arising out of or in any way related to the performance of Contractor's services under the terms of this Agreement including, but not specifically limited to, Contractor's Billing Services, the Therapy Services of Stellar Therapists, or the training, supervision or retention of any of Contractor's employees or agents; provided, however, that Contractor shall not be responsible for any claims, demands, losses, suits, or causes of action that are solely the result of any error, omission, or intentional act on the part of any School District employee.

15. Governing Law. This Agreement is made and entered into the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of that state.

16. Severability. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

17. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

18. Headings. The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

19. Counterparts. This Agreement may be executed in two counterparts, both of which shall constitute an original.



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives below.

School District

Stellar Therapy Services, LLC

By: _____

By: Holly Christopher

Title: _____

Title: CFO

Signature: _____

Signature: Holly Christopher

o WHO DO WE SEND INVOICES TO?

NAME: _____

EMAIL: _____

PHONE: _____



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

ATTACHMENT

Authorization and Acknowledgement of Compliance with Privacy Laws

Whereas, School District has contracted Stellar Therapy Services, LLC, for the provision of administrative and billing services related to certain healthcare services described within the contract.

Whereas, The above referenced contract may require the disclosure by the School District to Stellar Therapy Services, LLC, of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA).

Whereas, 34 C.F.R. 99.31 and 34 C.F.R. 99.35, authorize an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to authorized representatives of School District and local educational authorities in connection with an audit or evaluation of Federal or state supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.

Therefore, the School District and Stellar Therapy Services, LLC, hereby agree as follows:

1. Stellar Therapy Services, LLC, is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This personally identifiable student and parent information may include but not be limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender, and Enrollment Record.
2. Stellar Therapy Services, LLC, as authorized representative of School District for the sole purpose of complying with the requirements of the above contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with School District.
3. Stellar Therapy Services, LLC, agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

TO: Dr. Rebecca Farley, Director of Schools
Safe Schools Update
May 27, 2025
2024/2025 School Year

Below are the numbers for the Safe Schools Counseling Program. This report covers the entire 2024/2025 school year. We keep a daily log of our activities and documentation on each student in our office. The numbers below reflect the overall activity of the program during the entire school year.

| | |
|-------------------------------------|------|
| Number of Student Referrals | 455 |
| Student Counseling Sessions | 2350 |
| Parent Communication (phone/visits) | 402 |
| Crisis | 161 |
| Urgent response | 224 |
| School Meetings/Consultations | 1084 |

The total number of student sessions include all crisis/urgent response sessions and regular counseling sessions.

Several counseling sessions were conducted on a one-time basis with staff members and are not reflected in the above numbers.

Crisis sessions include students having suicidal/homicidal ideation and/or significant mental health episodes. Urgent responses are when a SSC is called from one school to another for a student matter that is urgent but does not rise to the level of a crisis. We have more detailed documentation on our data points that we maintain.

A large portion of work time was also devoted to consultation with parents, teachers, and various school staff. This consisted of attending various meetings, personal visitation, and phone conversations. We worked in cooperation with, and made referrals to, outside agencies as needed. We provided annual training and continuous monitoring to outside agencies regarding protocols they are to observe while delivering mental health services within our schools. Additional time also consisted of creating and maintaining notes and records. Formative and Summative Evaluations were given to each SSC. As usual, a presentation on mental health was provided to all new teachers at the beginning of the year. Various training sessions were provided to staff during the school year. Our staff continued to monitor the use of our system-wide set of Suicide Prevention Protocols. These Protocols are used system-wide to guide staff in responding to those situations. Time was spent participating in the development of school-wide trauma informed committees and consultations with department supervisors.

If you have any questions please contact us. Thank you and have a great summer!



Scott Hull, MA
LPC/MHSP
Lead Safe Schools Counselor



Erica Neal, MSSW
LMSW
Safe Schools Counselor



Breanna VanWinkle, MA, Ed.S
Safe Schools Counselor



Tiffany Cox, MA
LPC/MHSP
Safe Schools Counselor



Heather Smith, MA
Safe Schools Counselor



Marianne Vanhooser, MA
LPC/MHSP
Safe Schools Counselor

Coordinated School Health & Health Services 2024-2025 Report

CSH project highlights

Partnered with Healthier Tennessee to get a \$3000 grant to create active walkways at Pleasant Hill Elementary

Hosted Active Living Workshop in Pleasant Hill

Telemedicine with ETCH

Partnered with Nutrition Services - Increase Fruits and Vegetables and Breakfast/Lunch Participation

Teal Pumpkin Project - Raise Awareness of Allergies

Flu Shots for Staff and Students with CCHD

Relay for Life CCSchoolsCare

Kids Heart Challenge

Learnin' the Ropes Jump rope competition (virtual)

Festival of Movement

Drums Alive Cardio Drumming with UT Extension

Healthy Students Active Learners Survey

Tennessee Prevention Coalition Survey

Suicide Prevention Awareness Poster Contest

Partnered with The Health Council to receive \$10,000 for Suicide

prevention efforts in Cumberland County

Kick the Vape - Kickball tournament

District Wide Field Day

CPR Training for Staff and Students

Serve as: Cumberland County Health Council Chair, Second Harvest Board member, Covenant Community Health Assessment Team, Prevention Coalition Community Member, Regional Health Council Memeber, Tennessee Suicide Prevention Network Council Member.

We currently have on staff
12 full time nurses - 12 LPN school nurses
and 2 RN & 3 LPNs working as needed
1 RN supervisor
1 LPN CSH assistant

| Health Services Data Highlights | 2024-2025 |
|---|-----------|
| Clinic Visits Documented | 58,306 |
| Returned to Class | 54,037 |
| Reported Health Conditions among students | 4,413 |
| Vision screenings | 1,524 |
| Hearing screenings | 1,705 |
| Blood Pressure screenings | 1,917 |
| Dental Screenings | 239 |
| BMI screenings | 1,839 |
| Scoliosis Screening | 514 |

| | |
|---|---------|
| Staff certified this year in CPR | 205 |
| Students certified this year in CPR | 354 |
| Number of AED's Present in CCSchools | 49 |
| Telehealth Visits | 87 |
| In-Kind secured for CSH | 152,502 |
| Stellar Reimbursement for Nursing Service Billing | 22,109 |



Dr. Rebecca Farley • Director of Schools

Mr. Chris King • Board Chairman

June 9, 2025

Dr. Farley and Cumberland County Board of Education,

I am submitting to you the Cumberland County School Nutrition Program's staff changes:

New Hires:

| Name | Location | Date | Replacing |
|---------------|-------------------------------|------------|----------------------------------|
| Kelsi Hodgson | Crab Orchard Café | 05/21/2025 | Shelia Boggs |
| Rose Siewert | Homestead Summer Food Program | 05/29/2025 | N/A - Need more staff for summer |
| Thomas Delk | Phoenix Summer Food Program | 06/02/2025 | N/A - Need more staff for summer |
| Emma Delk | Homestead Summer Food Program | 06/02/2025 | N/A - Need more staff for summer |
| Sara Fazziola | Homestead Summer Food Program | 06/02/2025 | N/A - Need more staff for summer |
| Marcia Rogers | CCHS Café | 06/16/2025 | Gloria Truran |
| | | | |

Resignations/Retirements:

| Name | Location | Date | Status |
|---------------|------------|------------|-------------|
| Carol Heckman | South Café | 05/30/2025 | Resignation |
| | | | |
| | | | |
| | | | |

Transfers:

| Name | Location (From/To) | Date | Replacing |
|----------------|------------------------------------|------------|----------------|
| Sarah McCreery | SMHS Café/Martin Evening Custodian | 06/27/2025 | ? |
| Danielle Brown | Transportation Dept/ Central CCSNP | 07/01/2025 | Alice Treadway |

Terminations:

| Name | Location | Date | |
|------|----------|------|--|
| | | | |

All background check requirements have been completed.

Respectfully,

Kathy Hamby

Kathy Hamby

School Nutrition District Supervisor

Cumberland County Board of Education – Central Services

CERTIFIED**New Hires:**

| Name | Location | Date | Replacing |
|--------------|-----------------|-------------|------------------|
| Holly Libbey | System Wide | 8-1-25 | -- |
| Karen Kerley | System Wide | 8-1-25 | -- |
| Keena Inman | System Wide | 8-1-25 | -- |
| Lillian Fox | System Wide | 8-1-25 | -- |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Resignations/Retirements

| Name | Location | Date | Status |
|------------------|-----------------|-------------|---------------|
| Cristy Cotton | SES | 6-3-25 | Resign |
| Matthew Crabtree | PVE | 6-9-25 | Resign |
| McHaley Babich | SCE | 5-28-25 | Resign |
| Carla Pratt | CCHS | 5-28-25 | Resign |
| McGhie Calahan | Central | 6-4-25 | Resign |
| Andrea Anderson | Central | 5-28-25 | Resign |
| | | | |
| | | | |
| | | | |

Transfers

| Name | From/To | Date |
|------------------|----------------|-------------|
| Lisa Parker | BES/PHS | 8-1-25 |
| Jennifer Potter | Central/BES | 8-1-25 |
| Maegan Marsh | Central/SCE | 8-1-25 |
| Latisha Rouse | Central/SES | 8-1-25 |
| Cheryl Kiley | Central/HES | 8-1-25 |
| Julie Ness | SMHS/MES | 8-1-25 |
| Cara Fish | MES/COE | 8-1-25 |
| Christyn Diana | PES/NCE | 8-1-25 |
| Grace Calahan | PVE/SES | 8-1-25 |
| Kristyn Davis | Central/MES | 8-1-25 |
| Theresa Bernabei | Central/PHS | 8-1-25 |

Terminations

| Name | From/To | Date |
|-------------|----------------|-------------|
| | | |

NON-CERTIFIED

New Hires:

| Name | Location | Date | Replacing |
|-----------------|-----------------|-------------|------------------|
| Destiny Potter | BES/SPED | 8-1-25 | New Hire |
| Alyssah Pryor | NCE/SPED | 8-1-25 | New Hire |
| Abigail Wood | HES/SPED | 8-1-25 | New Hire |
| Tybe Synakowski | Transportation | 6-5-25 | Chris Lawson |
| Robin King | Transportation | 6-3-25 | Danielle Brown |
| Joseph Barnes | NCE | 5-23-25 | Aaron McCreary |
| | | | |
| | | | |
| | | | |

Resignations/Retirements:

| Name | Location | Date | Status |
|----------------|-----------------|-------------|-----------------|
| Juanita Ramsey | SES | 6-9-25 | Resign |
| Amber Swisher | COE | 6-3-25 | Resign |
| Amanda Hamby | COE | 6-30-25 | Resign |
| Delores Adams | SES | 5-28-25 | Retire |
| Kaitlyn Holt | NCE | 5-28-25 | Resign |
| Brooke McCowan | MES | 5-31-25 | Job Abandonment |
| | | | |
| | | | |

Transfers

| Name | From/To | Date |
|----------------|-----------------------------|-------------|
| Amber Adams | MES/NCE | 8-1-25 |
| Danielle Brown | Transportation/Food Service | 7-1-25 |
| Makayla Carr | HES/SES | 8-1-25 |
| Sara Mcghee | MES/SCE | 8-1-25 |

Terminations

| Name | From/To | Date |
|-------------|----------------|-------------|
| | | |

SUBSTITUTES

| <u>NAME</u> |
|--------------------|
| Fish, Blake |
| McAnally, Amie |
| |



Phoenix Happenings



Class of 2025 Awards
Students receiving academic
awards, cords, pins, stoles,
and scholarships.



class of
2025



Cumberland County Board of Education

| | | | |
|---|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in July | Descriptor Term: School District Records | Descriptor Code: 1.407 | Issued Date: 08/24/23 |
| | | Rescinds: 1.407 | Issued: 09/24/20 |

1 The Director of Schools shall maintain all school district records required by law, regulation and board
2 policy. Any citizen of Tennessee shall be permitted during business hours to inspect public records
3 maintained by the school district unless otherwise prohibited by law. Any citizen of Tennessee may
4 request in writing and receive copies of open public records subject to the payment of reasonable
5 cost.^{1,2,3,4}

6 No records pertaining to individual students will be released for inspection by the public or any
7 unauthorized persons. In addition, information, records, and plans related to security and safety will not
8 be released for public inspection.⁵

9 All requests to inspect or receive copies of records shall be submitted to Human Resource ~~Supervisor~~
10 **Director**, the district's public records request coordinator, and records custodian.⁶

11 Prior to producing any record, the records custodian shall ensure confidential information is redacted.
12 Original documents remain intact and confidential information in copies produced for a requestor shall
13 be redacted. The Director of Schools shall develop a procedure to redact confidential information.

14 **REQUESTS FOR INSPECTION²**

15 Citizens requesting to inspect public records may submit their request in person or by telephone, fax,
16 mail or email. Citizens requesting to inspect public records shall submit their request along with the
17 citizen's address to the district's public records request coordinator during normal business hours. The
18 coordinator shall submit the information to the appropriate records custodian. The records custodian
19 will contact the citizen and indicate when records will be available for inspection. The Citizen must
20 present a government issued photo identification card to the records custodian prior to inspecting the
21 records.

22 If the records cannot be made available within seven (7) business days, the records custodian shall
23 provide a records production letter indicating the time needed to complete the request.

24 If the request to inspect is denied, the records custodian shall provide the citizen with a records request
25 denial letter indicating the basis for the denial.

26 **REQUESTS FOR COPIES²**

27 Citizens requesting copies of public records shall complete and submit the Records Request Form and
28 a government issued photo identification card with the citizen's address to the district's public records
29 request coordinator during normal business hours. The coordinator shall submit the Records Request
30 Form to the appropriate records custodian.

1 The records custodian shall provide an estimate of the reasonable costs to produce the requested
2 records. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of
3 Reasonable Charges found at [https://www.comptroller.tn.gov/content/dam/cot/ore/documents/ore/policies-
4 and-guidelines/ScheduleofReasonableCharges.pdf](https://www.comptroller.tn.gov/content/dam/cot/ore/documents/ore/policies-and-guidelines/ScheduleofReasonableCharges.pdf) shall be used to determine the reasonable cost. The
5 records custodian will provide the citizen with an invoice detailing the charges. The citizen shall pay
6 the estimated reasonable costs by cash or check prior to the district producing the copies.

7 If the records cannot be made available within seven (7) business days, the records custodian shall
8 provide a records production letter indicating the time needed to complete the request.

9 If the request for copies is denied, the records custodian shall provide the citizen with a records request
10 denial letter detailing the basis for the denial.

11 FREQUENT AND MULTIPLE REQUESTS

12 When the total number of requests for copies made by a requestor within a calendar month exceeds
13 four (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to
14 produce copies of the requested records. Prior to charging a reasonable fee, the requestor shall be
15 notified of this policy and provided with a Notice of Aggregation of Multiple Requestors form. The
16 Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable
17 Charges found at [https://www.comptroller.tn.gov/content/dam/cot/ore/documents/ore/policies-and-
18 guidelines/ScheduleofReasonableCharges.pdf](https://www.comptroller.tn.gov/content/dam/cot/ore/documents/ore/policies-and-guidelines/ScheduleofReasonableCharges.pdf) shall be used to determine the reasonable cost. Further, the
19 names of persons inspecting records and the date of inspection shall be recorded.

20 DENYING REQUESTS FOR NONCOMPLIANCE⁷

21 *Requests to Inspect a Public Record*

22 The district shall deny a request to inspect a public record from any citizen that has:

- 23 a. made two (2) or more requests to view a public record within a six-month period; and
- 24
- 25 b. for each request failed to view the record within fifteen (15) business days of receiving
- 26 notification that the record was available.

27 Requests from this citizen shall be denied for up to six (6) months from the date of the second records
28 request. The district's public records request coordinator may waive this denial if he/she determines
29 that failure to view the record was for good cause.

30 *Requests for Copies of Public Records*

31 The district shall deny a request for copies of a public record from any citizen that has:

- 32 a. been provided with an estimate of the reasonable cost to produce the requested records;
- 33 b. agrees to pay such estimated reasonable cost prior to production of the records; and
- 34 c. fails to pay the actual cost after the records have been produced.

35 Additional requests from this citizen shall be denied until the original cost is paid.

1 RECORDS RETENTION

2 The Director of Schools and/or his/her designee(s) shall retain and dispose of school district records in
3 accordance with the following guidelines:^{2,4 8}

4 1. The Director of Schools and/or his/her designee(s) will determine if a particular record is of
5 permanent or temporary value in accordance with **state law**. ~~regulations promulgated by~~
6 ~~County Public Records Commission and the Tennessee Institute for Public Services records~~
manual;^{8,9,10}

7 2. Temporary value records which have been kept beyond the required time may be recommended
8 to the Public Records Commission for destruction;^{10,11,12}

9 3. The records that the State Librarian and Archivist desire to preserve in their facilities will be
10 transferred to the State Library and Archives. The temporary value records rejected by the State
11 Library and Archives may be transferred to another institution or destroyed;^{10,11,12,13}

12 4. Permanent records will be kept in some usable form (digital, printed, microfilm, etc.). If the
13 Director of Schools desires to destroy the original permanent record, these records must be
14 reproduced by microfilming or some other permanent reproduction method. Permission to
15 destroy any original permanent record after microfilming follows the same procedure noted
16 above for temporary records;^{9,11 10,12} and

17 5. The Director of Schools shall establish procedures to safeguard against the unlawful
18 destruction, removal or loss of records.^{13,14}

19 **DISTRICT PUBLIC RECORDS REQUEST COORDINATOR:**^{14 15}

20 *Mrs. Neeli Jolley*

21 *Office: [931-484-6135](tel:931-484-6135), njolley@ccschools.k12tn.net*

Legal References

1. TCA 49-2-301(b)(1)(Z)
2. TCA 10-7-503 **Public Acts of 2025, Chapter No. 94**
3. TCA 10-7-506(a)
4. TCA 49-2-104
5. TCA 10-7-504(p)
6. *Policy Related to Reasonable Charges a Records Custodian May Charge for Frequent and Multiple Requests for Public Records*, Tennessee Comptroller of the Treasury, available at <https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf>; TCA 10-7-503(a)(1)(B),(C)
7. TCA 10-7-503(a)(7)(A)(vii)
8. TCA 10-7-~~401~~503(h)(6)
9. TCA 10-7-~~406~~ 401
10. TCA 10-7-~~404~~ 406; TCA 10-7-301(5),(13)
11. TCA 10-7-~~413~~ 404
12. TCA 10-7-~~414~~ 413
13. TCA ~~39-16-504~~ 10-7-414
14. TCA ~~10-7-503(g)(1)(D)~~ 39-16-504
15. TCA 10-7-503(g)(1)(D)

Cross References

Financial Reports and Records 2.701
Personnel Records 5.114
Student Records 6.600

Cumberland County Board of Education

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|--|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in September | Descriptor Term: <h2 style="text-align: center;">Tobacco-Free Schools</h2> | Descriptor Code: 1.803 | Issued Date: 02/27/20 |
| | | Rescinds: 1.803 | Issued: 12/05/19 |

1 **Cumberland County Schools will be a tobacco free campus.** All uses of tobacco and tobacco products,
 2 including smokeless tobacco, electronic cigarettes, vapor products and associated paraphernalia are
 3 prohibited in all of the school district's buildings. ~~within a 100 ft. radius of~~ **This includes all** building
 4 entrances and in all vehicles that are owned, leased or operated by the district.¹

5 Smoking, use of vapor products and other tobacco products shall be prohibited in any public seating
 6 areas including, but not limited to, bleachers used for sporting events or public restrooms.²

7 District employees and students enrolled in the district's schools will not be permitted to use tobacco or
 8 tobacco products, including smokeless tobacco, electronic cigarettes and associated paraphernalia while
 9 they are participants in any class or activity in which they represent the school district.

10 Any student in possession of tobacco products may be cited by a School Resources Officer.

11 Signs will be posted throughout the district's facilities to notify students, employees and all other persons
 12 visiting the school that the use of tobacco and tobacco products is forbidden. The following notice shall
 13 be prominently posted (including at each ticket booth) for elementary or secondary school sporting
 14 events: *Smoking is prohibited by law in seating areas and in restrooms.*³

Legal References

1. 20 USCA § 6083; TCA 39-17-1604(6); TCA 39-17-1503(9), (10)
2. TCA 39-17-1604(10)
3. TCA 39-17-1605

Cross References

Community Use of School Facilities 3.206
 Code of Conduct 6.300

Cumberland County Board of Education

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|---|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in August | Descriptor Term: Charter School Applications | Descriptor Code: 1.901 | Issued Date: 03/21/24 |
| | | Rescinds: 1.901 | Issued: 02/25/21 |

1 *General*

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

6 **APPLICATION PROCESS²**

7 A prospective charter school sponsor shall send notice to the Director of Schools/designee of its
8 intent sixty (60) calendar days prior to February 1st of the year preceding the year in which the
9 proposed charter school plans to begin operation as a charter school. The Director of Schools/designee
10 shall determine whether the sponsor has selected the correct application category within ten (10)
11 business days of receiving the letter of intent and notify the sponsor within five (5) business days of a
12 determination that the incorrect application category has been selected.²

13 A sponsor seeking board approval of an initial charter school application shall complete the forms
14 **provided developed** by the **Department State Board** of Education **in coordination with the Tennessee**
15 **Public Charter School Commission (“the Commission”)**. The application shall provide all the
16 information required by state law. The sponsor shall demonstrate that the proposed charter school meets
17 the purpose prescribed by state law for the formation of a charter school, and the proposed charter
18 school will be able to implement a viable program of quality education for its students.

19 Electronic copies of applications shall be submitted to the Board and Tennessee Department of
20 Education on or before 11:59 p.m. Central Time on February 1st of the year preceding the year in
21 which the proposed charter school plans to begin operation as a charter school. If the 1st of February
22 falls on a Saturday, Sunday, or holiday on which the school district offices are closed, applications will
23 be accepted on the next business day on or before 11:59 p.m. Late applications will not be
24 accepted, without exception. The sponsor shall pay an application fee of \$2,500.00. **The Director of**
25 **Schools/designee shall report each application received to the Commission no later than ten (10) days**
26 **after receipt.**²

27 The Board shall determine whether an application is complete within (10) business days of receiving
28 the application and shall notify the sponsor within five (5) business days of the determination if the
29 application is determined to be incomplete.³

30 **REVIEW TEAM¹**

31 If necessary, the Director of Schools/designee shall appoint a review team to assist in reviewing and
32 evaluating charter school applications. The team shall be comprised of members of the administrative
33 staff for the district, community members with relevant educational, organizational, financial, and legal

1 experience. At the board meeting in December of each year, the Director of Schools/designee shall
2 make a recommendation to the Board on which members of his/her administrative staff should be
3 appointed to the team. The Board shall name the members of the team at its meeting in January of each
4 year. The Board shall designate a Chair of the review team as the contact person for answering questions
5 about the application process and receiving applications. The Director of Schools/designee shall develop
6 an orientation for the team to ensure consistent evaluation standards and the elimination of real or
7 perceived conflicts of interest.

8 The Board shall require the Director of Schools/designee to develop a procedure for receiving,
9 reviewing, and ruling on applications for the establishment of charter schools by the review team. The
10 procedure shall include a timeline for the application and review process. A copy of the procedure,
11 including the review criteria, shall be available on the district's website.

12 The review team shall:

- 13 1. Evaluate all charter school applications based on the review criteria established by state law;
14 and
15
- 16 2. Recommend one of the following options to the Board for each application: approve, reject,
17 or reject with stipulations for reconsideration.⁴

18 **APPROVAL/DENIAL OF APPLICATION**⁵

19 The Board shall rule by resolution on the approval or denial of an initial charter school application
20 within ninety (90) calendar days of receipt of the completed application, or the application shall
21 be deemed approved by state law. The Director of Schools/designee shall report the action taken by
22 the Board to the Department of Education **and the Commission**.

23 *Approval*

24 The sponsor of a charter school that is approved by the Board shall enter into a written agreement with
25 the Board, which shall be binding on the charter school's governing body. The charter school
26 agreement shall be in writing and signed by the sponsor and the Board.

27 The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state
28 and local allocations or thirty-five thousand dollars (\$35,000), whichever is less.⁶

29 Charter schools approved by the Board are expected to implement the application as submitted and
30 approved. Material variations in operations from the approved application require amendment pursuant
31 to state law and the charter school agreement.⁷

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

1 New charter school agreements are approved for a ten (10) year period.⁸ The Board may revoke or
2 deny renewal of a charter school agreement for any of the reasons enumerated in state law.⁹

3 *Denial*

4 If the initial charter school application is denied, the Board shall notify the sponsor in writing
5 within ten (10) calendar days, specifying the objective reasons for the denial and the deadline by
6 which the sponsor may submit an amended application. Upon written receipt of the grounds for denial,
7 the sponsor shall have thirty (30) calendar days within which to submit an amended application to
8 correct the deficiencies. The Board shall have sixty (60) calendar days either to deny or to approve the
9 amended application, or the application shall be deemed approved by state law.⁵

10 If the amended charter school application is denied, the Board shall notify the sponsor in writing
11 within five (5) calendar days, specifying the objective reasons for denial and the sponsor's right to an
12 appeal. Within ten (10) calendar days of final denial, an appeal may be filed with the Tennessee Public
13 Charter School Commission.¹⁰

Legal References

1. [TCA 49-13-106; State Board of Education Policy 6.111](#)
2. [TCA 49-13-107; Public Acts of 2025, Chapter No. 275; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01-.01\(1\)\(b\),\(c\)](#)
3. [TRR/MS 0520-14-01-.01\(1\)\(i\)](#)
4. [TRR/MS 0520-14-01](#)
5. [TCA 49-13-108; Public Acts of 2025, Chapter No. 275; TRR/MSS 0520-14-01](#)
6. [TCA 49-13-128](#)
7. [TCA 49-13-110\(d\)-\(e\); TRR/MSS 0520-14-01](#)
8. [TCA 49-13-110\(c\)](#)
9. [TCA 49-13-122](#)
10. [TCA 49-13-108\(b\)\(5\)](#)

Cumberland County Board of Education

| | | | |
|---|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in August | Descriptor Term: Charter School Oversight | Descriptor Code: 1.903 | Issued Date: 03/21/24 |
| | | Rescinds: 1.903 | Issued: 09/26/19 |

1 *General*

2 The Board shall oversee and annually evaluate charter schools to ensure they meet the performance
3 standards and targets set forth in the charter agreement.¹ The Board shall create a
4 comprehensive performance, accountability, and compliance monitoring system based on the charter
5 school agreement and communicate the results to each charter school. At a minimum, the monitoring
6 system shall address academic, financial, and organizational performance standards as outlined in the
7 charter school agreement and required by the State Board of Education.¹ The Board shall utilize the
8 results when making renewal, revocation, and intervention decisions. Reports on charter school
9 oversight shall be compiled by the Director of Schools/designee and published on the district's webpage
10 at least annually.

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

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

16 **MONITORING SYSTEM**

17 The Director of Schools/designee shall implement a performance and compliance monitoring system
18 per the terms of the charter agreement. This information will be provided to the Board on an ongoing
19 basis through reports that will form the basis of renewal, revocation, and intervention decisions. To aid
20 in this, the Director of Schools/designee shall develop a reporting calendar that outlines when
21 information required by state law shall be provided by the carter school.

22 **SITE VISITS**

23 A site visit to each charter school shall be conducted annually. The purpose shall be to collect data and
24 other qualitative information that cannot be obtained otherwise. The Director of Schools/designee shall
25 develop a site visit procedure that outlines the expectations of charter schools prior to, during, and after
26 the site visit, including review of the documents and data, classroom observations, and interviews.

27 These visits shall minimize **administrative burdens and avoid** operational interference.

28 The Board shall provide the charter school with a report that summarizes the outcome of the visit. The
29 report shall provide an analysis of relevant data and include general recommendations, if applicable.²

30 **CHARTER SCHOOL REPORTING**

1 Charter schools shall provide the information required by the charter agreement and state law to the
2 Board. The Director of Schools/designee shall develop a reporting calendar that defines and
3 communicates the process, methods, and timing of gathering and reporting data to the Board².

4 By September 1, the governing body of an approved charter school shall make a written report to the
5 Board.³ The annual report shall include:

6 1. A report on the progress of the charter school in achieving its goals, outlined in the charter
7 school agreement;

8
9 2. A financial statement disclosing the financial health of the charter school, including the costs of
10 the administration, instruction, and other spending categories of the school; and

11
12 3. A detailed accounting including the amounts and sources of all funds received by the charter
13 school, other than the funds received per state law.⁴

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

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

19 Each charter school governing body shall submit an annual audit of all accounts and records, to include
20 internal school activity and cafeteria funds, to the Board as soon as practical after June 30.⁵

21 **AUTHORIZER REPORTING AND REVIEW**

22 By December 1, the Board shall report to the State Board Department of Education detailing the authorizer
23 fees collected in the previous school year and the authorizing obligations fulfilled using the fee.⁶ By
24 January 1, the Board shall submit an annual authorizer report to the Department State Board of Education
25 and the State Board of Education make the report available on the district website.⁷ The Director of
26 Schools/designee shall prepare the reports and provide the information to the Board prior to submission.

Legal References

1. [TCA 49-13-111\(d\); State Board of Education Policy 6.111](#)
2. [TCA 49-13-120](#)
3. [TCA 49-13-120\(a\)-\(b\)](#)
4. [TCA 49-13-112\(a\), \(f\)](#)
5. [TCA 49-13-127](#)
6. [TCA 49-13-128\(f\) Public Acts of 2025, Chapter No. 275](#)
7. [TCA 49-13-120\(c\) Public Acts of 2025, Chapter No. 275](#)

Cumberland County Board of Education

| | | | |
|--|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in September | Descriptor Term: Charter School Renewal | Descriptor Code: 1.905 | Issued Date: 03/21/24 |
| | | Rescinds: 1.905 | Issued: 09/26/19 |

1 INTERIM REVIEW

2 The Director of Schools/designee shall conduct an interim review of a charter school in the fifth year
3 of a charter term in accordance with guidelines developed by the Department State Board of Education. As
4 part of this process, the charter school shall submit a report on the progress of the school in achieving the
5 goals and objectives set forth in the charter agreement.¹

6 CUMULATIVE PERFORMANCE REPORT

7 Three (3) months prior to the date on which a charter school is required to submit a renewal
8 application, the Director of Schools/designee shall submit a performance report to the charter school
9 that summarizes the school's performance record over the charter term and states the summative
10 findings concerning the school's performance and prospects for renewal.²

11 APPLICATION AND EVALUATION

12 No later than April 1 of the year prior to the year in which the charter agreement expires, the governing
13 body of a charter school shall submit a renewal application to the Board.³ The Director of Schools/designee
14 shall report each renewal application received to the Tennessee Public Charter School Commission ("the
15 Commission") within ten (10) days of receipt. ³

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

18 The Board will make renewal decisions by February 1st in the year the charter school agreement
19 expires.

20 RENEWAL CRITERIA⁴

21 The Board shall define and communicate with schools the criteria for renewal that is consistent with
22 the charter agreement. The Board shall make its renewal decision based on the renewal application,
23 annual progress reports, and renewal performance report.

22
23 Within ten (10) days of the Board voting by resolution on a renewal application, the Director
24 of Schools/designee shall promptly notify a school of its renewal recommendation and
25 decision, including the reasons for the decision and any rights to an appeal. The Director of
26 Schools/designee shall promptly communicate renewal decisions to the school community and public as well
27 as the Department of Education and the Commission.

Legal References

1. [TCA 49-13-121\(k\)](#); Public Acts of 2025, Chapter No. 275
2. [State Board of Education Policy 6.111](#)
3. [TCA 49-13-121\(a\)](#); Public Acts of 2025, Chapter No. 275
4. [TCA 49-13-121](#); [State Board of Education Policy 6.111](#); [Public Acts of 2025, Chapter No. 275](#)

Cumberland County Board of Education

| | | | |
|---|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in August | Descriptor Term: Charter School Revocation | Descriptor Code: 1.906 | Issued Date: 03/21/24 |
| | | Rescinds: 1.906 | Issued: 09/26/19 |

1 General

2 The Board shall revoke a charter agreement if the charter school:¹

- 3 1. Failed to meet or make sufficient progress toward the performance expectations set forth in the
4 charter school agreement;
- 5
- 6 2. Committed a material violation of any of the conditions, standards, or procedures set forth in
7 the charter school agreement;
- 8
- 9 3. Failed to meet generally accepted standards of fiscal management; or
- 10
- 11 4. Performed any of the acts that are conditions for non-approval of charter schools under
12 state law.

13 NOTICE

14 The Director of Schools/designee shall notify the charter school of the Board's intent to revoke the
15 charter agreement in writing at least thirty (30) days prior to the revocation.²

16 Within ten (10) days of the Board voting to renew, not renew, or revoke a charter agreement, the
17 Director of Schools/designee shall report the Board's decision to the Department of Education **and the**
18 **Tennessee Public Charter School Commission**. The Director of Schools/designee shall also provide the
19 charter school a copy of the Board's resolution setting forth the decision and the reasons for the decisions,
20 and an explanation of the right to appeal.³

21 REVOCATION DUE TO PRIORITY STATUS

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

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

29 PROCEDURES FOR CLOSURE

30 The Director of Schools/designee shall develop administrative procedures regarding charter school

- 1 closures prior to the Board denying renewal or revoking a charter agreement.⁵ These procedures shall
- 2 outline a detailed protocol that will ensure timely notification to parents, orderly transition of students
- 3 and student records, and disposition of school funds, property, and assets in accordance with state law.

Legal References

1. [TCA 49-13-122\(b\); State Board of Education Policy 6.111](#)
2. [TCA 49-13-122\(e\)](#)
3. [State Board of Education Policy 6.111](#); [Public Acts of 2025, Chapter No. 275](#)
4. [TCA 49-13-122\(a\)](#)
5. [TCA 49-13-130](#)

Cumberland County Board of Education

| | | | |
|---|---|-----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in July | Descriptor Term: Student Board Member | Descriptor Code: 1.1021 | Issued Date: 07/01/25 |
| | | Rescinds: | Issued: |

1 *General*

2 The Board authorizes the participation of a student representative to the Board.¹ If the Board
3 chooses to appoint a student board member, the student board member shall serve in an advisory,
4 nonvoting tole. The student board member's term shall begin _____ and end _____,
5 and they shall serve without compensation.

6 **SELECTION**

7 **(Insert additional criteria to be used for selecting student board member)**

8 **ATTENDANCE AT BOARD MEETINGS**

9 The student board member is expected to attend board meetings. Students will fully contribute
10 their unique perspective and opinions.

11 Student board members shall not participate in the following:

- 12 1. Student discipline hearing appeals;
- 13 2. Teacher disciplinary matters;
- 14 3. Meetings with legal counsel; or
- 15 4. Confidential school safety plan meetings.

16

17 Legal References

- 18 1. Public Acts of 2025, Chapter No. 359

Cumberland County Board of Education

| | | | |
|---|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in February | Descriptor Term: Surplus Property Sales | Descriptor Code: 2.403 | Issued Date: 07/25/24 |
| | | Rescinds: 2.403 | Issued: 04/27/23 |

1 **General**

2 The Director of Schools shall prepare a list of unusable items for Board approval.¹ The list shall contain
3 name of item, date of purchase and reason for disposal.

4 All unusable items shall be sold to the highest bidder after advertising in a newspaper of general
5 circulation at least seven (7) days prior to the sale.² Notice shall also be published on a news and
6 information website in accordance with state law.³

7 Surplus Property which has no value or has a value of less than five hundred dollars (\$500) may be
8 disposed of without the necessity of bids. In order for such disposal without bids, the Director of Schools
9 and the Chair of the Board shall agree in written form that the property is of no value or is of less value
10 than five hundred dollars (\$500).⁴

11 If reasonable attempts to dispose of surplus properties fail to produce monetary return to the district, the
12 Board shall approve other methods of disposal.⁵

13 Surplus equipment will be auctioned off by the district at the end of the school year. The Board shall
14 approve all surplus equipment prior to the materials being disposed of at the end of the school year.

15 **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS⁶**

16 When equipment that was purchased with federal dollars is no longer needed for the original project or
17 program or for other activities currently or previously supported by a federal agency, disposition of the
18 equipment shall be made as follows:

19 1. Items of equipment with a current per-unit fair market value of ~~less than \$5,000~~ **\$10,000 or less**
20 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency; **or**

22 2. Items of equipment with a current per unit fair market value in excess of ~~\$5,000~~ **\$10,000** may be
23 retained or sold, and the awarding agency shall have a right to an amount calculated by multiplying
24 the current market value or proceeds from sale by the awarding agency's share of the equipment.

Legal References

1. [TCA 49-6-2006\(b\)\(3\)](#); [TCA 49-6-2208](#)
2. [TCA 49-6-2007\(b\)](#)
3. [TCA 1-3-120](#); [Public Acts of 2024, 2025 Chapter No. 793-105](#)
4. [TCA 49-6-2007\(d\)](#)
5. [TCA 12-2-403 \(a\)](#)
6. 2 CFR § 200.313 (e)

Cross References

Duties of Officers 1.201
Inventories 2.702
Textbooks and Instructional Materials 4.400

Version Date: August 1, 2024

Cumberland County Board of Education

| | | | |
|--|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in October | Descriptor Term: Emergency Preparedness Planning and Training | Descriptor Code: 3.202 | Issued Date: 07/25/24 |
| | | Rescinds: 3.202 | Issued: 07/27/23 |

1 *General*

2 The Director of Schools shall be responsible for developing, maintaining, and acquiring board
3 approval of the district Emergency Preparedness Plan,¹ which shall include procedures for bomb
4 threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and
5 medical emergencies.

6 The principal of each school shall develop and implement emergency preparedness drills, which, shall
7 be approved by the Director of Schools. When appropriate, such drills shall be held in conjunction with
8 emergency response agencies. However, the procedures/plans shall not be open to the public for
9 inspection. In addition, any meetings involving school safety plans are not subject to the open meeting
10 laws.

11 **FIRE AND SAFETY DRILLS**

12 The principal shall ensure that one (1) fire drill requiring full evacuation is given every thirty (30)
13 school days, with **no more than** two (2) fire drills occurring during the first thirty (30) full days of the
14 school year. Additionally, he/she shall ensure that four (4) fire safety educational announcements are
15 conducted throughout the year.²

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

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

22 The district shall work with local law enforcement and the local fire department to develop a procedure
23 for identifying the cause of fire alarm activation. This procedure must be in place by January 1, 2025
24 and shall be reviewed and updated annually thereafter.⁴

25 **ANNUAL DRILLS⁵**

26 The principal shall ensure that the school safety team conducts each of the following type of drills
27 annually:

- 28 1. An armed intruder drill in coordination with local law enforcement;
 - 29 2. An incident command drill; and
 - 30 3. An emergency safety bus drill.
- 31

1 AED DRILLS⁶

2 All schools shall conduct a Cardiopulmonary Resuscitation (CPR) and AED drill to ensure students are
3 aware of the steps that shall be taken in the event of a medical emergency. The principal shall ensure
4 the drill occurs.

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

7 MEDICAL EMERGENCIES/PANDEMIC FLU⁷

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

12 REMOTE LEARNING DRILLS⁸

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

Legal References

1. [TRR/MS 0520-01-02-.30\(2\)](#); [TCA 49-6-804](#); [TCA 49-6-805\(8\)](#)
2. [TCA 68-102-137\(b\)](#) [Public Acts of 2025, Chapter No. 315](#)
3. [TCA 68-102-137\(f\)](#)
4. [Public Acts of 2024, Chapter No. 563](#)
[TCA 49-6-807 \(e\)](#)
5. [TCA 49-6-807](#)
6. [TCA 49-2-122](#); [TCA 49-6-1208](#); [Public Acts of 2024, Chapter No. 625](#)
7. [TCA 49-6-3004\(a\), \(e\)](#); [TCA 49-5-404](#)
8. [TCA 49-2-139](#)

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Cumberland County Board of Education

| | | | |
|--|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in October | Descriptor Term: Threat Assessment Team | Descriptor Code: 3.204 | Issued Date: 10/24/24 |
| | | Rescinds: | Issued: |

1 *General¹*

2 A threat assessment team shall be created within the school district to develop intervention-based
3 approaches to prevent violence, manage reports of potential threats, and create a system that fosters a
4 safe, supportive, and effective school environment. The Director of Schools shall appoint the members
5 of the threat assessment team.

6 The Director of Schools shall develop administrative procedures regarding the training and operations
7 of the team to comply with state law and State Board of Education rules and regulations.

8 **TEAM MEETINGS**

9 All threat assessment team meetings shall be closed to the public.²

10 **RECORDKEEPING³**

11 The team shall document all behaviors and incidents deemed to pose a risk to school safety or that
12 resulted in intervention and shall provide the information to the Director of Schools.

13 A report of the activities of the threat assessment team will be compiled and shared with the Board
14 before each regular meeting.

15 Documents produced or obtained regarding these assessment activities will not be open for public
16 inspection.

17 **REPORTING⁴**

18 The Director of Schools shall develop a process for providing parent(s)/guardian(s) information on credible
19 threats of violence or significantly disruptive behavior directed towards or occurring on the grounds of the
20 school their student attends. Such reports shall include incidents that are reported to a state or local law
21 enforcement agency. These reports must be made within forty-eight (48) hours of the district's report to law
22 enforcement.

23 At least once per quarter, the Director of Schools shall provide the Board with a report listing the total
24 number of incidents reported to state and local law enforcement agency requiring notice to
25 parent(s)/guardian(s) for the respective quarter as well as total for the year to date.

Legal References

1. [TCA 49-6-2701](#)
2. [TCA 49-6-2701\(f\)](#)
3. [TCA 49-6-2702](#)
4. [Public Acts of 2025, Chapter No. 215](#)

Cross References

School District Records 1.407
Safety 3.201
Security 3.205
Student Records 6.600

Cumberland County Board of Education

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|---|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in November | Descriptor Term: Instructional Goals Program | Descriptor Code: 4.100 | Issued Date: 01/26/23 |
| | | Rescinds: 4.100 | Issued: 01/23/20 |

1 *General*

2
3 The Board shall not discriminate on the basis of race, color, religion, sex, national origin, ~~age, marital~~
4 ~~status~~ or disability in its instructional program or activities.¹ **Discrimination shall include antisemitism,**
5 **defined as a certain perception of Jews, which may be expressed as hatred toward Jews including, but**
6 **not limited to, rhetorical and physical manifestations of antisemitism directed toward Jewish or non-**
7 **Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.²**

8 **GOALS**

9 The Board approves the following broad-based instructional goals for students:

10 ~~To acquire the knowledge and attitude necessary to achieve and maintain good physical and mental~~
11 ~~health;~~

12 1. To develop the skills necessary to function as a self-directed person;

13 ~~2. To develop the capacity to cope with change through an understanding of the arts, humanities and~~
14 ~~scientific processes;~~

15 2. To know the principles involved in making moral and ethical choices.

16 3. To develop the basic skills of reading, writing, ~~mathematics~~ ~~computation~~, spelling, speaking and problem
solving;

17 4. To develop a positive attitude toward learning as a lifelong endeavor;

18 5. To learn to identify personal talents and interests, make appropriate career choices, and develop
19 career skills;

20 6. To acquire knowledge and to develop the skills in the management of personal and public resources
21 necessary for meeting obligations to self, family and society;

22 7. To learn to act in a responsible manner;

23 8. To learn of the rights and responsibilities of citizens of the community, state, nation and world; and

24 9. To learn to understand, respect and interact with people of different cultures, generations and races.

Legal References

1. [42 USCA § 200e et seq.](#)
2. [Public Acts of 2025, Chapter No. 293](#)

Cross References

[Student Goals 6.100](#)
[School District Goals 1.700](#)
[Student Concerns 6.305](#)

Cumberland County Board of Education

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|---|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in November | Descriptor Term: Virtual Education Program | Descriptor Code: 4.212 | Issued Date: 01/26/23 |
| | | Rescinds: 4.212 | Issued: 09/22/22 |

1 **General**

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

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

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

8 1. Academic remediation, enrichment, or providing students access to a wider range of courses;

9 2. Continuity of educational service for students who are homebound;⁴

10 3. Continuity of educational service for students who are quarantining;⁵

11 4. Continuity of educational service for students enrolled in an alternative school,⁶ **or**

12 5. Continuity of educational service when the district utilizes remote instruction due to dangerous
13 or extreme weather conditions, a serious outbreak of illness affecting or endangering students
14 or staff, or during the administration of end of course examinations or other examinations as
15 allowed by state law.⁷

16 **6. Continuity of educational service when the district utilizes hybrid instruction due to dangerous or**
17 **extreme weather conditions, or an emergency, as determined by the Director of Schools.⁸**

23 **ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

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

27 1. Attendance;

28 2. Grades;

29 3. Technology survey; and

30 4. Other, as determined by district procedures.

25 The Director of Schools shall work with the Board’s attorney to draft an enrollment agreement for
26 students from other school districts that want to attend virtual education program courses.

27 ATTENDANCE

28 Student attendance in the virtual education program shall adhere to the general requirement of board policy
29 6.200 and any relevant administrative procedures.

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

- 31 1. Students participating in a phone call with a teacher, with parent/guardian support as appropriate for the
32 age of the student;
- 33 2. Students participating in synchronous virtual instruction;
- 34 3. Students completing work in a learning management system;
- 35 4. Students submitting work via hard-copy of virtual formats;
- 36 5. Other, as determined by the district procedures.

37 REMOVAL FROM VIRTUAL EDUCATION PROGRAM

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

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

- 40 1. Notification of parent/guardian
- 41 2. One-on-one assessment conducted by the principal/designee regarding any learning needs and academic
42 performance; and
- 43 3. Other, as determined by district procedures.

44 ENROLLMENT AGREEMENT

45 The Director of Schools shall work with the Board’s attorney to draft an enrollment agreement for students
46 from other school districts that want to attend virtual education program courses.

Legal References

1. TRR/MS 0520-01-03-.05(2)
2. TCA 49-1-104(h); State Board of Education Policy 3.206
3. TCA 49-16-101; TRR/MS 0520-01-03-.05(2)(a)
4. TRR/MS 0520-01-02-.10; TRR/MS 0520-01-09-.07
5. TRR/MS 0520-01-13-.01(1)(d)(1)(c)
6. TRR/MS 0520-01-02-.09; Public Acts of 2022, Chapter No. 960 TCA 49-6-3402(i)
7. Public Acts of 2022, Chapter No. 897 TCA 49-6-3004 (i)
8. Public Acts of 2025, Chapter No. 484

Cross References

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

Cumberland County Board of Education

| | | | |
|---|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in November | Descriptor Term: Interscholastic Athletics | Descriptor Code: 4.301 | Issued Date: 01/23/25 |
| | | Rescinds: 4.301 | Issued: 07/25/24 |

1 *General*

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

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

16 Bylaws of the Tennessee Secondary School Athletic Association shall regulate the operation and control
17 of High School athletics.³ Bylaws of the Tennessee Middle School Athletic Association shall regulate the
18 operation and control of all Elementary/Middle school athletics. The Cumberland County Athletic
19 Manual will serve as standard operating procedures for elementary and middle school athletics. The
20 Director of Schools shall develop a code of conduct for all coaches to follow in order to ensure the health
21 and safety of athletes.⁴

22 **INSURANCE & PHYSICAL EXAMINATIONS**

23 In the event that the school's insurance provider does not extend coverage to an athlete, that athlete must
24 provide proof of independently secured catastrophic coverage and liability coverage, with the school
25 system as a named insured, of not less than the limits set forth in State law.⁵ It shall be the
26 responsibility of the parent(s) or guardian to provide health and hospitalization insurance for all
27 students participating in interscholastic athletics.

28 Prior to participation in interscholastic athletics, every student must complete an annual physical
29 examination.⁶ The parents/guardians of each student shall be responsible for covering the cost of
30 the examination, and these records shall be on file in the principal's office.

31 In order to create a drug-free educational and athletic environment and to limit the potential liability
32 for the schools as a result of injury or health problems arising from substance abuse, the Board
33 authorized drug testing for students who participate in extracurricular activities.

~~1 Students in grades 7 through 12 who desire to participate in extracurricular activities are subject to
2 random selection for mandatory substance screening. The drug testing program is not punitive, but is
3 designed to create a safe, drug-free environment for students involved in extracurricular activities and
4 assist them in getting help when needed.~~

5 SCHEDULING CONFLICTS

6 No principal or teacher of any school under the control of the Board shall dismiss his/her school or any
7 group of students for the purpose of attending the practice of any interscholastic sport during the school
8 day without written permission from the Board.⁷ This does not prevent regular physical training lessons
9 in the daily school program.

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

14 SEVERE WEATHER⁴

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

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

22 PROHIBITION AGAINST HAZING

23 Coaches, employees, and volunteers of the school district shall not encourage, permit, condone or
24 tolerate hazing activities.⁹

25 HOME SCHOOLS STUDENT PARTICIPATION¹⁰

26 Home school students shall be permitted to participate in accordance with TSSAA or
27 TMSAA guidelines. If a school is not a member with these organizations, home school students that are
28 zoned for the school shall be permitted to participate in interscholastic athletics to the same extent as
29 other students.

30 VIRTUAL SCHOOL STUDENT PARTICIPATION¹¹

31 Virtual school students shall be permitted to participate in accordance with TSSAA or TMSAA
32 guidelines. If a school is not a member with these organizations, virtual school students that are zoned
33 for the school shall be permitted to participate in interscholastic athletics to the same extent as other
34 students.

35 TSAA AMATUER RULE

36 All student athletes must adhere to TSSAA rules regarding payment and representation. This extends to
37 name, and likeness agreements. Payments provided to student athletes through private agreements shall
38 not be the responsibility of the school district.

Legal References

1. [34 CFR § 106.41](#); [20 USCA § 1681 et seq.](#)
2. [TCA 49-6-310\(a\)](#)
3. [TRR/MS 0520-01-02-.08\(1\)](#)
4. [TCA 49-6-3601](#)
5. [TCA 29-20-403](#)
6. [20 USCA § 1232h\(c\)](#);
[TRR/MS 0520-01-13.01\(1\)\(a\)](#)
7. [TCA 49-6-1002\(a\)](#)
8. [TCA 49-6-1002\(c\)](#)
9. [TCA 49-2-120](#)
10. [Public Acts of 2024, Chapter No. 658 TCA 49-6-3050\(e\) \(1\)\(B\)](#)
11. [Public Acts of 2025, Chapter No. 173](#)

Cross References

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

Cumberland County Board of Education

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|---|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in November | Descriptor Term: Library Materials | Descriptor Code: 4.403 | Issued Date: 07/25/24 |
| | | Rescinds: 4.403 | Issued: 08/24/23 |

1 General

2 The Director of Schools/Designee shall be responsible for library collection development. He/she shall
3 post the list of library materials online. Library materials shall be reviewed to ensure the content aligns
4 with state law. Prior to the purchase of new materials, librarians shall review the age and maturity level
5 along with the reading level of the selected items for suitability. ¹ A list of new materials shall be
6 reviewed by Director's designee.

7 Director's Designee shall be responsible for periodically reviewing the district's library collection in line
8 with the standards established below. Any materials found to be out of alignment with the standards shall
9 be removed, and this action shall be documented in writing and presented to the Director of Schools and
10 the Board.

11 STANDARDS²

12 The library collection shall adhere to the following criteria:

- 13 1. Materials shall be suitable for and consistent with the educational mission of the school;
- 14
- 15 2. Materials shall be appropriate for the age and maturity levels of the students who may access
16 them. The determining factor will be based on an assessment of any mature themes or content
17 (i.e., violence, sexual content, vulgar language, substance abuse);
18
- 19 3. Materials shall contain literary, historical, scientific, and/or artistic value and merit; and
20
- 21 4. The collection as a whole shall offer a variety of viewpoints; and
- 22 5. Materials shall not be removed on the sole grounds that the item is religious.

23 Any materials that meet the following criteria shall be removed and excluded from the district's library
24 collection:

- 25 1. Contains nudity, descriptions or depictions of sexual excitement, sexual conduct, excess
26 violence, or sadomasochistic abuse as defined in state law³;
- 26
- 27 2. Are patently offensive as defined in state law; or
28
- 29 3. Appeal to the prurient interest as defined in state law.

30 The Board shall be notified why any library materials are challenged or removed pursuant to this policy.

1 COMPLAINTS⁴

2 If a complaint is made by an employee, student, or parent/guardian, the person receiving this complaint
3 shall:

- 4 1. Inform the complainant of the selection procedures and make no commitments.
- 5
- 6 2. Request the complainant to submit a Request for Reconsideration of Library Materials form.
- 7
- 8 3. Inform the principal (and other appropriate personnel).
- 9
- 10 4. Keep challenged materials available for use during the reconsideration process.

11 Upon receipt of the completed form, the principal shall notify the Director of Schools. The principal
12 may request review of the challenged materials by an ad hoc materials review committee within ~~ten~~
13 ~~(10)~~ 30 (30) days. If the principal appoints a review committee it should include certified library media
14 personnel, representatives from classroom teachers, and one or more parents.

15 The following steps should occur after receiving the challenged materials:

- 16 1. Read, view, or listen to the contested material in its entirety;
- 17
- 18 2. Check general acceptance of the material by reading recognized and evaluative reviews;
- 19
- 20 3. Determine the extent to which the material is appropriate for the age and maturity levels of the
21 students who have access to the materials and whether the material is suitable for, and
22 consistent with, the educational mission of the school; and
- 23
- 24 4. Complete the appropriate Checklist for Reconsideration of Library Materials, judging the
25 material for its strength and value.

26 The principal shall present a recommendation to the Director of Schools. The Director of Schools shall
27 assess the findings along with the recommendation of the principal and present a recommendation to
28 the Board.

29 The Board shall evaluate the recommendations of the principal and the Director of Schools along with
30 the material to determine whether it is appropriate for the age and maturity levels of the students who
31 have access to the materials and whether the material is suitable for, and consistent with, the
32 educational mission of the school. The Board shall review the findings and affirm, overturn, or modify
33 the decision within sixty (60) days from which the feedback was received.

34 REMOVAL OF LIBRARY MATERIALS

35 If it is determined that the material is not appropriate for the age and maturity levels of the students
36 who have access to them or is not suitable for, and consistent with, the educational mission of the
37 school, the material shall be removed from the library collection.

Legal References

1. [Board of Education, Island Trees Union Free School District No. 26 v. Pico, 457 U.S. 853, 102 S. Ct. 2799 \(1982\); TCA 49-6-3803](#)
2. [TCA 49-6-3803\(a\),\(b\) Public Acts of 2024, Chapter No. 782 2025, Chapter No. 270](#)
3. [TCA 39-17-901](#)
4. [TCA 49-6-3803\(e\),\(f\)](#)

Cross References

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

Cumberland County Board of Education

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|---|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in November | Descriptor Term: Use of the Internet | Descriptor Code: 4.406 | Issued Date: 09/22/22 |
| | | Rescinds: 4.406 | Issued: 10/28/21 |

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

5 Employees

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

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

- 12 1. Development of the Network and Internet Use Agreement.
- 9 10 2. General rules and ethics of Internet access.
- 11 12 3. Guidelines regarding appropriate instruction and oversight of student Internet use.
- 13 14 4. A uniform signature block for use by all district employees; and
- 15 16 5. Prohibited and illegal activities, including but not limited to the following:¹
 - 17 • Sending or displaying offensive messages or pictures
 - 18 • Using obscene language
 - 19 • Harassing, insulting, defaming or attacking others
 - 20 • Damaging computers, computer systems or computer networks
 - 21 • Hacking or attempting unauthorized access to any computer
 - 22 • Violation of copyright laws
 - 23 • Trespassing in another's folders, work or files
 - 24 • Intentional misuse of resources
 - 25 • Using another's password or other identifier (impersonation)
 - 26 • Use of the network for commercial purposes; and
 - 27 • Private or Personal buying or selling on the Internet
- 28

1 STUDENTS

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

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

19 INTERNET SAFETY MEASURES²

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

- 21
- 22 • ~~Controlling access by students to inappropriate matter on the Internet and World Wide~~
23 ~~Web~~ Limiting the content accessible by students using the internet access provided by
24 the district to content that is age-appropriate.
- 25 • Protecting the Safety and security of students when they are using electronic
26 mail, chat rooms, and other forms of direct electronic communications using internet
27 access provided by the district;
- 28 • Preventing unauthorized access, including "hacking" and other unlawful activities by
29 students on-line
- 30 • ~~Unauthorized disclosure, use and dissemination of personal information including~~
31 ~~non-approved photos regarding students; and~~
- 32 • Restricting students' access to materials harmful to them
- 33 • Preventing students from using internet access provided by the district to access
34 websites, web applications, or software that does not protect students against the
disclosure, use, or dissemination of their personal information.

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

- 38 1. Utilizing technology that blocks, or filters, or otherwise prevents Internet access (for
39 both students and adults) to material that is obscene or pornographic;³
- 36

- 37 2. Prohibiting and preventing a user from sending, receiving, viewing, or downloading
 38 materials that are deemed to be harmful to minors;⁴
 39
 39 3. Maintaining and securing a usage log; and
 40
 40 4. Monitoring online activities of students.²

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

3 A required written parental consent, on a written permission agreement form shall be completed prior to
 4 the student being granted access to electronic media or technology involving district property or
 5 **technological** resources. This form shall specify acceptable uses, rules of on-line behavior, access
 6 privileges and penalties for policy/procedural violations **and must be signed by the parent/guardian of**
 7 **minor students (those under 18 years of age) and also by the student.** This document shall be completed
 8 each school year and is valid only in the school year it was signed by the parent/guardian and the student
 9 **unless parent(s)/guardians(s) provide written notice that consent is withdrawn.** In order to rescind the
 10 agreement, the **student's** parent/guardian or adult student, **shall** **must** provide written notice to the
 11 Director of Schools that consent is withdrawn.

12 **Insert the following language in the district contracts for the provision of digital or online**
 13 **materials created and marketed for K-12.**

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

16 E-MAIL

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

22 INTERNET SAFETY INSTRUCTION⁶

23 Students will be given appropriate instruction in internet safety as a part of any instruction utilizing
 19 computer resources. The Director of Schools shall provide adequate in-service instruction on internet
 20 safety. Parents/guardians and students will be provided with material to raise awareness of the dangers
 21 posed by the internet and ways in which the internet may be used safely.

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SOCIAL NETWORKING

1. Students are prohibited from accessing social media platforms using district internet except when expressly authorized by a teacher for educational purposes. ⁷
2. District staff who have a presence on social networking websites are prohibited from posting data, documents, photographs or inappropriate information that is likely to create a material and substantial disruption of classroom activity.
3. District staff are prohibited from accessing personal social networking sites on school computers or during school hours except for legitimate instructional purposes.
4. The Board discourages district staff from socializing with students on social networking websites. The same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium is unacceptable when done through the use of technology.

35

VIOLATIONS

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

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VENDOR CONTRACTS^{3 8}

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

Legal References

1. TCA 39-14-602
2. 47 USCA § 254 (h)(5)(A) – (C), 254(l); 47 CFR § 54.520(c)(1)(i); 20 USCA § 7131; **Public Acts of 2025, Chapter No. 195**
- ~~3. **Public Acts of 2022, Chapter No. 1002** TCA 49-1-221(a)(1)(C)(i)~~
4. TCA 39-17-901; **Public Acts of 2022, Chapter No. 1002**; TCA 49-1-221 (a)(1)(C)(ii)
5. TCA 10-7-512
6. TCA 49-1-221 (a)(1)(E)
7. **Public Acts of 2025, Chapter No. 195**
8. TCA 49-1-221(c)

Cross References

Use of Email 1.805
Use of Artificial Intelligence Programs 4.214
School and System Websites 4.407
Controversial Materials 4.801
Student Publications 6.704

Cumberland County Board of Education

| | | | |
|---|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in November | Descriptor Term: Reporting Student Progress | Descriptor Code: 4.601 | Issued Date: 02/23/23 |
| | | Rescinds: 4.601 | Issued: 12/04/03 |

1 Student progress reports shall be provided **at least once every _____ weeks during the school**
2 **year.** ~~as required by the director of schools in accordance with the current standard operating procedures~~
3 ~~manual.~~ The reporting procedure shall be in writing and shall be uniform for all reporting periods during
4 each school year.¹ Each report shall be signed by the parents/**guardian(s)** and returned promptly to the
5 school. **The Director of Schools shall develop a reporting procedure that includes how parents can**
6 **access this information online.** ¹

7 Student progress reports shall indicate the students' conduct, attendance and academic progress and other
8 information necessary to communicate effectively with the parents/**guardians.** **For students in grades**
9 **kindergarten through eight (K-8), the student's score on the most recently administered universal**
10 **reading screener shall also be included along with the results of a dyslexia screener, if applicable.**²

11 In addition to the regular progress reports, principals and teachers are encouraged to confer, as early in
12 the grading period as possible, with parents/**guardian(s)** on the educational progress of their children.
13 Teachers shall consult with parents/**guardian(s)** of students who are working at an unsatisfactory level or
14 whose performance shows a ~~marked or~~ sudden deterioration. Parents/**guardian(s)** shall be notified by the
15 teacher ~~by the end of the second grading period~~ **as early in the school year as possible** if the retention of
16 a student is being considered.

17 PARENT CONFERENCES

18 At least two (2) times during the school year, conferences shall be scheduled in which
19 parents/**guardian(s)** and teachers may discuss any pertinent problems or other matters of concern
20 regarding the development and education of each student. These scheduled conferences shall not use
21 any portion of the 180 days of classroom instruction.² ³ **The Director of Schools shall be responsible for**
22 **scheduling and coordinating system wide conferences.**

23 Conferences shall be physically accessible to all students, parents and/or guardians.³ ⁴

Legal References

1. TRR/MS 0520-01-03-.03(5)05(3)(a); TCA 49-6-901
2. ~~TCA 49-6-7002~~ Public Acts of 2025, Chapter No. 330
3. ~~28 CFR § 36.201-2~~ TCA 49-6-7002
4. 28 CFR § 36.201

Cross References

School Calendar 1.800
Section 504 & ADA Grievances Procedures & the Americans w/
Disabilities Act 1.802
Grading System 4.600
Promotion & Retention 4.603
In Service & Professional Learning Opportunities 5.113
Staff Time Schedules & Extra Duty 5.602
Attendance 6.200
Withdrawals 6.207

Cumberland County Board of Education

| | | | |
|--|---|----------------------------------|---------------------------------|
| Monitoring: Date Last Reviewed: 04/08/04 | Descriptor Term: Personnel Goals and Objectives | Descriptor Code: 5.100 | Issued Date: 05/25/23 |
| | | Rescinds: 5.100 | Issued: 04/22/21 |

1 The Board's personnel goals are as follows:¹

- 2 1. To ensure that the Director of Schools recruits and employs the best qualified individuals to
3 staff the school district;
- 4
- 5 2. To provide compensation, benefits and working environment sufficient to attract and retain
6 qualified employees;
- 7
- 8 ~~3. To set goals for educator diversity that take into consideration the diversity of the student~~
9 ~~population;~~[†]
- 10
- 11 4. To provide an in-service training program for all employees to improve their performance;
12 and
- 13
- 14 5. To conduct an evaluation program that will contribute to the continuous improvement of staff
15 performance.

Legal References

1. ~~State Board of Education Policy 5.700;~~ Public Acts of 2025,
Chapter No. 494
TCA 49-1-302(g)

Cross Reference

School District Goals & Objectives 1.700

Cumberland County Board of Education

| | | | |
|--|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in January | Descriptor Term: Compensation Guides & Contracts | Descriptor Code: 5.110 | Issued Date: 06/22/23 |
| | | Rescinds: 5.110 | Issued: 04/27/23 |

1 *General*

2 Certified personnel ~~must enter into~~ shall make a written contract with the Board at a fixed annual
3 salary per month before commencing entering upon their duties.¹

4 The Director of Schools shall establish the salary rating of each person employed all personnel and shall
5 recommend such the salary rating schedule to the Board for its approval.²

6 Salaries of all employees, including substitute and supplemental pay, shall be paid by the Board. No
7 payment to any employee for service performed on behalf of the school system shall be made from any
8 source other than the Board.

9 Contracts for certified personnel shall provide the following:³ professional personnel shall include two
10 hundred (200) days of responsibility, plus twenty (20) days for each additional month assigned by the
11 Board. Each contract shall provide:³

- 11 1. A minimum of one hundred and eighty (180) working days;
- 12 2. A minimum of five (5) days for in-service education;
- 13 3. Ten (10) vacation days; and
- 14 4. Five (5) days as designated by the board (teachers shall use one (1) day for parent-teacher
15 conferences).

16 The school calendar adopted by the Board each year shall become part of each employee's all certified
17 personnel contracts.

18 Salaries and supplements may be paid from revenue derived from sources other than taxes, provided the
19 revenue is deposited with and salaries paid through the Board. This includes donations or contributions
20 from individual, civic or other non-school related sources of funds from individual school activity funds,
21 such as gate receipts and concessions.^{1,4}

22 Non-certified personnel are at will employees and are compensated per Board approved pay scales that
23 are based on respective job description, hours worked, and days worked. These scales have pre-
24 designated incremental increases based on years of service. The employee's years of service, to the Board
25 of Education, are maintained when an employee moves between job categories. All support personnel
26 pay scales are capped at twenty six (26) years of service.

27 The Board will recognize 100% of the same job experience. The burden of experience
28 rests with the individual. Verification must be submitted within 30 days of date of hire to be
29 considered for advancement on the pay scale.

30 Former employees rehired in the same position will resume at the same years' experience as when they
31 left employment.²

ACCRUED LEAVE & BENEFICIARIES⁵

Include the provision below if the Board opts to compensate the estate of a deceased teacher for accrued leave.

A deceased teacher's estate or designated beneficiary shall be paid the value of any unused accumulated leave. Unless a teacher designates differently, the beneficiary shall be the same as the beneficiary designed for receipt of retirement benefits with the Tennessee Consolidated Retirement System.

Legal References

1. TCA 49-2-203(a)(1); TCA49-5-408
2. TCA 49-5-402
3. TCA 49-6-3004
4. TCA 49-6-2006(a)
5. **Public Acts of 2025, Chapter No. 433**

Cross References

School Calendar 1.800
Revenues 2.400
Payroll Procedures 2.802
Salary Deductions 2.803
Application and Employment 5.106

Cumberland County Board of Education

| | | | |
|--|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in January | Descriptor Term: Employment of Retirees | Descriptor Code: 5.119 | Issued Date: 06/22/23 |
| | | Rescinds: 5.119 | Issued: 04/27/23 |

1 *General*¹

2 The Director of Schools may hire a retired individual if certain conditions are met as provided for in
3 state law. **Prior to commencement of reemployment, the Director of Schools shall provide the required**
4 **employment information to the Tennessee Consolidated Retirement System (TCRS). In order to be eligible**
5 **for employment after retirement, a TCRS member must comply with the following:**

- 6 1. **The retired member must have a bona fide separation of service which includes a separation of at least**
7 **sixty (60) calendar days and no previous agreement to return to work after retirement; and**
- 8 2. **The retired member may not accrue additional retirement benefits as a result of the member's**
9 **reemployment and may not draw disability retirement benefits.**

10 **EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS**²

11 Retired members under the Tennessee Consolidated Retirement System (TCRS) may be employed for
12 up to one hundred twenty (120) days per year without loss of retirement benefits. Retired members may
13 substitute teach for additional days.[‡]

14 **To continue receiving TCRS benefits, the following conditions must be met in addition to the general**
15 **standards above:**

- 16 1. **During a twelve-month period, the retiree must not work more than one hundred twenty (120) days;**
17 **and**
 - 18 2. **The retired member's compensation must not exceed 60% of the annual full-time salary received in the**
19 **year immediately prior to the member's last paid day of covered employment. This amount shall be**
20 **adjusted by five percent (5%) for each year after that date.**
- 21 **The retired member may work beyond one hundred twenty (120) days as a substitute teacher if the payment**
does not exceed the rate of compensation for substitute teachers filling similar vacant positions.

~~22 GENERAL EMPLOYMENT CONTRACTS~~

~~23 The Director of Schools may employ teachers retired. Retirement benefits will not be lost or suspended~~
~~24 under certain conditions which include, but are not limited to, the following:²~~

~~25 1. The retired teacher shall hold a valid license and shall not be entitled to tenure status;~~
~~12~~

~~13 2. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or~~
~~14 receive medical insurance coverage; and~~
~~15~~

~~16 3. The salary paid to the retired teacher shall not be less than the rate of compensation set by the~~
~~17 Board for teachers with no experience filling similar positions or more than eighty five percent~~
~~18 (85%) of the rate of compensation set by the Board for teachers with comparable training and~~
~~19 years of experience filling similar positions.~~

20 — **ADDITIONAL EMPLOYMENT OPTION FOR RETIREES³**

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

24 — 1. The retired member has been retired for at least sixty (60) calendar days;

25

26 — 2. The retirement benefit payable to the retired member is reduced to seventy percent (70%) of the
27 — retirement allowance;

28

29 — 3. The retired member is not drawing disability retirement benefits; and

1 — 4. The retired member can't accrue additional retirement benefits.

2 — The Director of Schools shall notify TCRS of the member's reemployment.

3 — Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state law.

4 — The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment
5 — equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five
6 — percent (5%) of the retired member's pay rate.

7 — **HARD TO FILL POSITIONS**

8 — The Director of Schools may contract with retired members for hard to fill positions if the following
9 — conditions are met in addition to the general standards above:

10 — 1. During reemployment, the retirement benefit payable to the retiree must be reduced to seventy percent
11 — (70%) of the retirement allowance the member would have otherwise been entitled to receive; and

12 — 2. The retired member's reemployment must not exceed one (1) year, but the retired member may be
13 — reemployed for additional one-year periods per state law.

14 — The Director of Schools shall certify to TCRS that the employee is being rehired in a hard-to-fill position. In
15 — order to qualify, one or more of the following conditions must be established:

16 — 1. It is difficult to recruit and retain qualified employees for positions;

17 — 2. The position requires specialized certifications, credentials, or education;

18 — 3. The demand for the position exceeds the supply;

19 — 4. The position is in high demand in the marketplace;

20 — 5. The position is filled by key personnel;

21 — 6. The position requires specific skills and experience; or

22 — 7. The position has other unique recruitment or retention issues identified and documented by the Director
23 — of Schools.

24 — Once the retired member is hired, the district shall pay TCRS the greater of: (1) a payment equal to the
amount the employer would have contributed to the retirement system during the period of reemployment; or
(2) an amount equal to five percent (5%) of the retired member's earnable compensation.

Legal References

1. TCA 8-36-805; Public Acts of ~~2023~~, 2025
Chapter No. ~~159~~ 425
2. TCA 8-36-~~821~~ 805; Public Acts of ~~2023~~, 2025,
Chapter No. ~~425~~ 159
3. TCA 8-36-~~822~~ 809; Public Acts of ~~2023~~, 2025
Chapter No. ~~425~~ 159

Cross References

Application and Employment 5.106
Substitute Teachers 5.701

Cumberland County Board of Education

| | | | |
|---|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in February | Descriptor Term: Family and Medical Leave | Descriptor Code: 5.305 | Issued Date: 07/27/23 |
| | | Rescinds: 5.305 | Issued: 04/27/23 |

1 ELIGIBILITY

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

6 GENERAL PRINCIPLES

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

- 9 1. The birth of a child;
- 10 11 2. The placement of a child with the employee for adoption or foster care;
- 12 13 3. A serious health condition of the employee that makes the employee unable to perform the
14 essential functions of his/her job position;
- 15 16 4. The care of a spouse, child, or parent of the employee who has a serious health condition; and
- 17 18 5. Any qualifying circumstances arising out of the fact that a spouse, child, or parent of the
19 employee is on covered active duty or has been notified of an impending call or order to
20 covered active duty in the Armed Forces.

21 An employee may substitute accrued paid leave for unpaid time. Use of accrued paid leave shall run
22 concurrently with and be counted toward the employee's total period of FMLA leave.

23 MATERNITY/PATERNITY LEAVE

- 24 1. *Relationship between FMLA leave and Tennessee Maternity Leave Act* – FMLA leave shall run
25 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible
26 employees leave for a period not to exceed four (4) months for the adoption, pregnancy,
27 childbirth, and nursing of a newborn child.³
- 28 29 2. *Teachers' Leave* – In accordance with state law, any teacher who goes on maternity or paternity
30 leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave
31 for maternity leave purposes. In order to be eligible to use sick leave, written request of the
32 teacher accompanied by a statement from the teacher's physician verifying pregnancy shall be

1 submitted. Upon verification by a written statement from an adoption agency or other entity
 2 handling an adoption, a teacher may also be allowed to use accumulated leave for adoption of a
 3 child. If both adoptive parents are teachers employed by the district, however, only one (1)
 4 parent is entitled to use such leave.⁴

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

12
 13 3. *Paid Parental Leave* – Under state law, an additional six (6) work weeks of paid leave is
 14 available to eligible employees after a birth, stillbirth, or adoption of a newly placed minor
 15 child⁶. An eligible employee taking leave under this provision shall not be required to utilize any
 16 other type of accrued leave during this period. Eligible employees include teachers, principals,
 17 supervisors, or other individuals required by law to hold a valid license of qualification for
 18 employment and who meet the following requirements: who have been employed with a school
 19 district full time for at least twelve (12)
 20 consecutive months.

21 a. Possess a valid license or an emergency credential issued by the Department of
 22 Education per TCA 49-5-106, required for the position the employee holds;

23 b. Have been employed with the district full time for at least twelve (12) consecutive months in a
 24 position for which the employee is required by law to hold the license or an emergency credential
 25 referenced above at the time of the qualifying event; and

26 c. Have held a valid license or an emergency credential issued by the Department of Education per
 27 TCA 49-5-106 for the entire twelve consecutive months of fulltime employment.

21 Employees shall provide notice to the school district thirty (30) days prior to the intended use
 22 of the leave. If the employee learns about the need for leave less than thirty (30) days in
 23 advance, the employee shall give notice as soon as reasonably possible in order to be eligible
 24 for the paid leave. This paid leave does not need to be taken consecutively; however, the paid
 25 leave shall be used within twelve (12) months of the qualifying event. This paid leave shall be
 26 either: (1) taken consecutively, except in extenuating circumstances, as determined by the
 27 Director of Schools; or (2) taken nonconsecutively, but in increments of no less than one (1)
 28 week. The paid leave shall be used within twelve (12) months of the qualifying event and shall run
 29 concurrently with FMLA leave.^{6 7}

30 LEAVE FOR A SERIOUS HEALTH CONDITION⁷

31 Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when
 32 he/she is unable to work because of a serious health condition or to care for an immediate family
 33 member with a serious health condition. Employees shall contact Human Resources to determine if the
 34 reason for leave qualifies as FMLA leave. If the leave is foreseeable, the employee shall give thirty
 35 (30) days' notice. If the leave is not foreseeable, the employee shall notify Human Resources as soon

36 as practicable, generally, either the same or next business day.

37 LEAVE FOR MILITARY FAMILY MEMBERS

38 1. *Qualifying Exigency Leave*⁹ - Eligible employees are entitled to up to twelve (12) workweeks
39 of leave because of any qualifying exigency arising out of the fact that the spouse, son,
40 daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been
41 notified of an impending call to active duty, or has been notified of an impending call to active
42 duty status in the Armed Forces. Qualifying exigencies may include:

- 43
- a. Issues arising from the service member's short notice deployment;
 - b. Military events and related activities (e.g., official ceremonies, support programs);
 - c. Making or updating financial and legal arrangements;
 - d. Attending counseling;
 - e. Taking up to fifteen (15) days leave to spend time with a covered service member who
1 is on short-term rest and recuperation leave during deployment; or
 - f. Attending post-deployment activities.

5

6 2. *Military Caregiver Leave*¹⁰ - An eligible employee who is the spouse, son, daughter, parent, or
7 next of kin of a covered service member or covered veteran with a serious injury or illness is
8 entitled to up to twenty-six (26) workweeks of leave in a single twelve (12) month period. A
9 covered service member is a current member of the Armed Forces, including a member of the
10 National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is
11 otherwise in out-patient status, or is otherwise on the temporary disability retired list for a
12 serious injury or illness.

13

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

18

19 The single twelve (12) month period for military caregiver leave begins on the first day the
20 employee takes leave for this reason and ends twelve (12) months later. An eligible employee is
21 limited to a combined total of twenty-six (26) workweeks of leave to provide care for a covered
22 service member. The maximum of twenty-six (26) workweeks may include no more than
23 twelve (12) workweeks of leave that is taken for the birth and care of a newborn child, for the
24 placement of a child for adoption or foster care, for care of a parent who has a serious health
25 condition, or for the employee's own serious health condition.

26 INTERMITTENT LEAVE¹¹

27 Eligible employees may take FMLA leave intermittently when medically necessary to care for a
28 seriously ill family member, because of the employee's own serious health condition, or for the care for
29 a newborn, a newly adopted child, or a newly placed foster care child. When an employee requests
30 foreseeable leave for planned medical treatment and the employee would be on leave for greater than
31 twenty percent (20%) of the total number of working days in the period during which the leave would
32 extend, the school district may require that such employee elect either to take the leave for periods of a

33 particular duration, not to exceed the duration of the planned medical treatment, or to transfer
34 temporarily to an available alternative position offered by the school district for which the employee is
35 qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

36 RESTRICTIONS

37 1. Notice Requirements

38
39 a. *Employee Notice*^{11 12} - For foreseeable leave, the employee shall provide the Director of
40 Schools with at least thirty (30) days written notice before the beginning of the
41 anticipated leave.

1 b. *District Notice* - Once it has been established that the leave requested qualifies for
2 FMLA, the Director of Schools/designee shall notify the employee within three (3)
3 business days (absent extenuating circumstances) that any leave taken pursuant to state
4 leave statutes (paid vacation leave, personal leave, sick leave, or workers'
5 compensation) shall run concurrently with FMLA leave.^{12 13} The notice may be given
6 orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than
7 the following pay day.^{13 14}

8 9 2. Certification Requirement^{14 15}

10
11 a. The Director of Schools may require that a request for leave be supported by
12 certification issued by a health care provider with the following information:

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

21
22 b. If there is any reason to doubt the validity of the certification provided, the Director of
23 Schools may require, at the expense of the school district, an opinion of a second health
24 care provider.

25 26 3. Period Near the End of an Academic Term (Professional Employees)^{15 16}

27
28 a. If leave is taken more than five (5) weeks prior to the end of the term, the Director of
29 Schools may require the employee to continue taking leave until the end of the term if
30 the leave is at least three (3) weeks of duration and the return of employment would
31 occur during the three (3) week period before the end of the term.

32
33 b. If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools
34 may require the employee to continue taking leave until the end of the term if the leave
35 is greater than two (2) weeks duration and the return to employment would occur during

36 the two (2) week period before the end of the term.

26 **REQUIREMENTS OF THE BOARD**^{16 17}

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

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

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

42

43 a. The employee fails to return from leave after the period of leave has expired; and

2

b. The employee fails to return to work for a reason other than the continuation,
3 recurrence, or onset of a serious health condition or other circumstances beyond the
4 control of the employee.

 Legal References

1. *Hinson v. Tecumseh Products Co.*, 2000 U.S. App. LEXIS 26778, at *1—10 (6th Cir. Oct. 17, 2000)
2. 29 USCA § 2601, 2611—2619
3. TCA 49-5-702; TCA 4-21-408
4. TCA 49-5-710(a)(2); TCA 8-50-802(a)(4)
5. 29 CFR § 825.120(a)(3)
6. Public Acts of ~~2023~~ 2025, Chapter No. ~~399~~ 163
7. ~~29 CFR § 825.113~~ TCA 8-50-814; Public Acts 2025, Chapter No. 235
8. 29 CFR § 825.~~126~~ 113
9. 29 CFR § 825.~~124~~ 126; ~~29 CFR § 825.127~~
10. 29 CFR § 825.~~202~~ 124; 29 CFR § 825.127
11. 29 CFR § 825.~~302~~ ~~825.304~~ 202
12. 29 CFR § 825.~~207~~ 302-825.304
13. OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v. Morton International, Inc.*, 212 F. 3d 929, 932 (6th Cir. 2000) ~~29 CFR § 825.207~~
14. ~~29 CFR § 825.305~~ ~~825.313~~ OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v. Morton International, Inc.*, 212 F. 3d 929, 932 (6th Cir. 2000)
15. 29 CFR § 825.~~602~~ 305-825.313
16. 29 ~~USCA § 2614~~ CFR § 825.602
17. 29 USCA § 2614

 Cross References

- Sick Leave 5.302
 Long-Term Leaves of Absence 5.304

Cumberland County Board of Education

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|--|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in April | Descriptor Term: Discrimination / Harassment of Employees (Sexual, Racial, Ethnic, Religious) | Descriptor Code: 5.500 | Issued Date: 05/25/23 |
| | | Rescinds: 5.500 | Issued: 05/24/18 |

1 Employees shall be provided a work environment free from sexual, racial, ethnic, and religious
2 discrimination/harassment (including the definition of antisemitism found in policy 4.100). It shall be a
3 violation of this policy for any employee or any student to discriminate against or harass an employee
4 through disparaging conduct or communication that is sexual, racial, ethnic, or religious in nature. The
5 following guidelines are set forth to protect employees from discrimination/harassment.

6 Employee discrimination/harassment will not be tolerated.¹ Discrimination/harassment is defined as
7 conduct, advances, gestures, or words either written or spoken, of a sexual, racial, ethnic, or religious
8 nature that:

- 9 1. Unreasonably interferes with the individual's work or performance;
- 10 2. Creates an intimidating, hostile, or offensive work environment;
- 11 3. Implies that submission to such conduct is made an explicit or implicit term of employment; or
- 12 4. Implies that submission to or rejection of such conduct will be used as a basis for an employment
13 decision affecting the harassed employee.

14 Alleged victims of sexual, racial, ethnic, and religious discrimination/harassment shall report these
15 incidents immediately.² This report should be made to the immediate supervisor, except when the
16 immediate supervisor is the offending party. If the immediate supervisor is the offending party, the report
17 may be made to the Federal Rights Coordinator or the [Director of Schools](#). Allegations of
18 discrimination/harassment shall be fully investigated (as set forth in *Complaints*). An oral complaint may
19 be submitted; however, such complaint **must shall** be reduced to writing to ensure a more complete
20 investigation. The complaint should include the following information:

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

26 The privacy and anonymity of all parties and witnesses to complaints will be respected. However,
27 because an individual's need for confidentiality **must shall** be balanced with obligations to
28 cooperate with police investigations or legal proceedings, to provide due process to the accused, to
29 conduct a thorough investigation, or to take necessary action to resolve a complaint, the identity of
30 parties and witnesses may be disclosed in appropriate circumstances to individuals with a need to know.

31 A substantiated charge against an employee shall result in disciplinary action up to and including
32 termination. A substantiated charge against a student may result in corrective or disciplinary action up
33 to and including suspension.

- 1 There will be no retaliation against any person who reports discrimination/harassment or participates in
- 2 an investigation. However, any employee who refuses to cooperate or gives false information during the
- 3 course of any investigation may be subject to disciplinary action. The willful filing of a false report will
- 4 itself be considered harassment and will be treated as such.

- 5 An employee disciplined for violation of this policy may appeal the decision by contacting the Federal
- 6 Rights Coordinator or the [Director of Schools](#).

Legal References

1. 29 CFR §1604.11
[TCA 5-23-104; Public Acts of 2025, Chapter No. 293](#)
2. 20 USCA § 1681

Cross References

- ~~[Appeals To & Appearances Before the Board 1.404](#)~~
- [Equal Opportunity Employment 5.104](#)
- [Complaints and Grievances 5.501](#)
- [Title IX & Sexual Harassment 6.3041](#)

Cumberland County Board of Education

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|--|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in April | Descriptor Term: Substitute Teachers | Descriptor Code: 5.701 | Issued Date: 07/25/24 |
| | | Rescinds: 5.701 | Issued: 05/25/23 |

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

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

6 APPLICATION/QUALIFICATIONS

7 Criminal history record checks, fingerprinting, and pre-employment drug screen of applicants for
8 substitute teaching are required.³

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

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

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

15 COMPENSATION

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

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

21 CERTIFICATION

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

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

27

1 EMERGENCY NEEDS

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

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

8 TRAINING AND ORIENTATION

9 The Director of Schools shall be responsible for ensuring that there are appropriate training and
10 development programs for substitute teachers that includes the annual school safety training required by
11 state law.⁷

12 RESPONSIBILITIES

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

15 RE-EMPLOYMENT/TERMINATION

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

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

Legal References

1. [TRR/MS 0520-01-02-.04\(5\)](#)
2. [TCA 49-5-709](#)
3. [TCA 49-5-413\(a\)\(2\)](#)
4. [TCA 49-2-203\(a\)\(14\)\(C\)](#)
5. [TCA 49-3-312\(b\)](#)
6. [TCA 49-3-312\(a\); TRR/MS 0520-01-02-.04\(5\)\(b\)](#)
[Public Acts of 2025, Chapter No. 235](#)
7. [Public Acts of 2024, Chapter No. 735; TCA 49-6-805\(7\)](#)

Cross References

Background Investigations 5.118
Employment of Retirees 5.119

Cumberland County Board of Education

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|--|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in March | Descriptor Term: Attendance | Descriptor Code: 6.200 | Issued Date: 07/27/23 |
| | | Rescinds: 6.200 | Issued: 08/25/22 |

1 Attendance is a key factor in student achievement and therefore, students are expected to be present each
2 day school is in session.

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

5 The attendance supervisor shall oversee the entire attendance program which shall include:¹

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

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

17 Absences shall be classified as either excused or unexcused as determined by the principal or his/her
18 designee.

19 Excused absences shall include:⁴

- 20 1. Personal illness/injury;
- 21 2. Illness of immediate family member;
- 22 3. Death in the family; funeral notice
- 23 4. Extreme weather conditions;
- 24 5. Religious observances;⁵
- 25 6. Pregnancy;
- 26 7. School-endorsed activities
- 27 8. Summons, subpoena, or court order; or
- 28 9. Circumstances which in the judgement of the principal create emergencies over which the student
29 has no control.
- 30 10. Other absences as pre-approved by the principal, based on appropriate documentation at least 10
31 (ten) school days prior to day(s) to be missed. This does not include personal family vacations.

1 11. If a student is exempt from final exams per Board policy, the absence on the day of the exam is
2 excused.

3 12. Driver's license/permit appointments will be excused with proof of appointment.

4 Tardies including early dismissal for any reason other than the previously mentioned excuses will be
5 considered unexcused.

6 The Principal shall be responsible for ensuring that:⁶

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

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

10 3. All student absences are verified;

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

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

13 **TRUANCY**

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

22 Students who are absent five (5) days without adequate excuse shall be reported to the Director of
23 Schools/designee who will, in turn, provide written notice to the parents/guardians of the student's
24 absence. If a parent/guardian does not provide documentation within adequate time excusing those
25 absences, or request an attendance hearing, then the Director of Schools/designee shall implement Tier
26 II of the progressive truancy plan described below prior to referral to juvenile court.

27 The Director of Schools/designee shall develop appropriate administrative procedures to implement this
28 policy.

29 **Progressive Truancy Plan⁸**

30 Tier I of the progressive truancy plan shall apply to all students within the district and include schoolwide
31 prevention-oriented supports to assist with satisfactory attendance. These supports shall include, but are
32 not limited to;

33 1. After three (3) unexcused absences a student will be required to meet with a school attendance
34 representative to discuss reasons for student absences.

35 2. Regularly scheduled follow-up meetings, with the student to discuss his/her progress. If the
36 student accumulates additional unexcused absences, he/she shall be subject to the additional tiers.

1 Tier II of the progressive truancy plan shall be implemented after the student accumulates four (4)
2 unexcused absences, but before referral to juvenile court, and includes the following;

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

15 Tier III shall be implemented if the truancy interventions under Tier II are unsuccessful. Tier III shall
16 consist of the following interventions:

- 17 1. After the 5th unexcused absence, the student will be referred to Truancy Court.
- 18 2. Failure to attend Truancy Court and/or additional unexcused absences, the student will be cited
19 to Juvenile Court
- 20 3. The Court will be provided a report of all interventions that have been provided to support this
21 student.

22 The interventions shall address student's needs in an age-appropriate manner. Finalized plans shall be
23 approved by the Director of Schools/designee.

24 Upon completion of Tiers I, II, and III, the student will be cited to Juvenile Court.

25 **NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY⁹**

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

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

37

1 RELEASED TIME COURSE¹⁰

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

5 **Students shall only be permitted to attend courses provided by entities that certify in writing that they have**
6 **complied with background check requirements outlined in state law.¹¹** The student shall submit a written
7 consent form signed by the student's parent/guardian prior to participation in the released time course. The
8 principal/designee shall document the approval in writing. The student shall provide documentation to the
9 principal/designee as proof of the student's participation in the released time course.

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

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

14 MAKE-UP

15 All missed work from an excused absence may be made up.

16 All missed work from an unexcused absence may be made up at principal's discretion.

17 All missed work shall be completed by the end of the current grading period.

18 Extenuating circumstances may be appealed to the building principal.

19 EXAM EXEMPTIONS

20 "A" average and a maximum of 3 days excused absence

21 "B" average and a maximum of 2 days excused absence

22 "C" average and a maximum of 1 day excused absence

23 Students with any unexcused absences are ineligible for exam exemptions.

24 All students who obtain four (4) or more unexcused tardies in any class will be required to take the
25 semester exam regardless of grade average or days absent. Students who are suspended from school or
26 who are remanded to the Alternative School for cause shall forfeit all exam exemptions.

27 STATE-MANDATED ASSESSMENT

28 Students who are absent the day of the scheduled End of Course Exams (EOC) shall present a signed
29 doctor's excuse or shall have been given an excused release by the principal prior to testing to receive
30 an excused absence. Students who have excused absences will be allowed to take a make-up exam.
31 Excused students will receive an incomplete in the course until they have taken the EOC exam.

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

3 Extenuating circumstances may be appealed to the building principal.

4 **CREDIT/PROMOTION DENIAL**

5 Credit/promotion denial determinations may include student attendance, however, student attendance
6 may not be the sole criterium. ¹¹ ¹² If attendance is a factor, prior to credit/promotional denial, the
7 following shall occur:

8 1. Parents/guardians and students shall be advised if a student is in danger of credit/promotion
9 denial due to excessive absenteeism.

10 2. Procedures in due process are available to the student when credit or promotion is denied.

11 **DRIVER'S LICENSE REVOCATION²**

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

14 **ATTENDANCE HEARING¹²**

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

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

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

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

Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c)
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5); State Board of Education Policy 4.100
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3021
8. TCA 49-6-3007; TCA 49-6-3009
9. TCA 49-6-3022
10. TCA 49-2-130
11. ~~TCA 49-2-203(b)(7); TCA 49-6-3002(b);~~
Public Acts of ~~2023~~ 2025, Chapter
No. ~~130~~ 401
12. ~~TRR/MS 0520-01-02-.17(7)~~ TCA 49-
2-203(b)(7); TCA 49-6-3002(b)
13. TRR/MS 0520-01-02-.17(7)

Cross References

School Calendar 1.800
Extracurricular Activities 4.300
Interscholastic Athletics 4.301
Field Trips/Excursions/Competitions 4.302
Reporting Student Progress 4.601
Promotion and Retention 4.603
Recognition of Religious Beliefs, Customs, & Holidays 4.803
Voluntary Pre-K Attendance 6.2011
Homeless Students 6.503
Students in Foster Care 6.505
Students from Military Families 6.506
Student Records 6.600

Cumberland County Board of Education

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|--|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in April | Descriptor Term: Interrogations Questioning Students and Searches | Descriptor Code: 6.303 | Issued Date: 05/25/23 |
| | | Rescinds: 6.303 | Issued: 02/25/21 |

1 **INTERROGATIONS QUESTIONING BY SCHOOL PERSONNEL**

2 Students may be questioned by teachers or principals about any matter pertaining to the operation of a
3 school and/or the enforcement of its rules. Questioning must be conducted discreetly and under
4 circumstances which will avoid unnecessary embarrassment to the student being questioned. Any
5 student answering falsely, evasively or refusing to answer a question may be subject to disciplinary
6 action, including suspension.

7 If a student is suspected or accused of misconduct or infraction of the student code of conduct, the
8 principal may interrogate the student, without the presence of parent(s)/guardian(s).

9 **INTERROGATIONS BY POLICE AT PRINCIPAL'S REQUEST**

10 If the principal has requested assistance by law enforcement to investigate a crime involving his/her
11 school, the police may interrogate a student suspect in school during school hours. The principal shall
12 first attempt to notify the parent(s)/guardian(s) of the student unless circumstances require otherwise.
13 However, the interrogation may proceed without attendance of the parent(s)/guardian(s) but the principal
14 or his/her designee shall be present during the interrogation.¹

15 **POLICE-INITIATED INTERROGATIONS**

16 If the police deem circumstances of sufficient urgency to interrogate students at school for unrelated
17 crimes committed outside of school hours, the police department shall first contact the principal
18 regarding the planned interrogation and inform him/her of the probable cause to investigate. The
19 principal shall make reasonable effort to notify the parent(s)/guardian(s) of the interrogation unless
20 circumstances require otherwise. The interrogation may proceed without attendance of the
21 parent(s)/guardian(s), but the principal or his/her designee shall be present during the interrogation.

22 **SEARCHES BY SCHOOL PERSONNEL**

23 ~~In order to ensure a safe and secured learning environment, the Director of Schools shall develop~~
24 ~~procedures regarding the searching of students, lockers, vehicles and containers which are consistent~~
25 ~~with state law. The Director of Schools shall develop additional procedures to ensure compliance with~~
26 ~~all of the provisions of the School Security Act of 1981.^{1,2}~~

27 **The school principal shall authorize all searches at the outset per state law. ² All principal initiated**
28 **searches shall be conducted by a school security officer or a school administrator who has completed the**
29 **state required training.³ The following conditions shall apply to principal initiated searches:**

30 **1. All the following standards of reasonableness must be met:**

31 **a. A particular student has violated school policy;**

- 32 b. The search will yield evidence of the violation of school policy or will lead to finding
33 dangerous weapons, drugs, or drug paraphernalia;
34 c. The search is in pursuit of legitimate interests of the school in maintaining order, discipline,
35 safety, supervision, and education;
36 d. The search is not conducted for the sole purpose of discovering evidence to be used in
37 criminal prosecution; and
38 e. The search shall be reasonably related to the objectives of the search and not excessively
39 intrusive considering the age and sex of the student as well as the nature of the alleged
40 infraction;⁴
41 2. A school administrator shall be on-site at any principal-initiated search;
42 3. A school administrator shall oversee the search and may end the search at any time; and
43 4. If a student is under the age of eighteen (18), the principal must notify the student's parent or
guardian within a reasonable time of the search³

44 If a school resource officer searches a student, based on having probable cause, the principal shall notify
45 the Director of Schools/designee.⁵

46 In order to ensure a safe and secure learning environment, the Director of Schools shall develop
47 procedures regarding the searching of students, lockers, vehicles, and containers which are consistent
48 with state law. The Director of Schools shall develop additional procedures to ensure compliance with
49 all the provisions of the School Security Act of 1981.^{1,2 6}

Legal References

1. TCA 49-6-4203(b)
2. TCA 49-6-4201 4204(a) *et seq.*; Tenn. Op. Att'y Gen. No. 14-21 (February 24, 2014)
3. Public Acts of 2025, Chapter No. 244
4. TCA 49-6-4205(b)
5. State v. R.D.S., No. M200801724COAR3JV, 2009 WL 2136324, at *1 (Tenn. Ct. App. July 16, 2009)
6. TCA 49-6-4201; Tenn. Op. Att'y Gen. No. 14-21 (February 24, 2014)

Cross References

Traffic and Parking Controls 3.403
Procedural Due Process 6.302
Reporting Child Abuse 6.409

Cumberland County Board of Education

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|--|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in April | Descriptor Term: Student Discrimination, Harassment, Bullying, Cyber-bullying and Intimidation | Descriptor Code: 6.304 | Issued Date: 05/25/23 |
| | | Rescinds: 6.304 | Issued: 09/24/20 |

1 The Cumberland County Board of Education has determined that a safe, civil, and supportive
2 environment in school is necessary for students to learn and achieve high academic standards. In order
3 to maintain that environment, acts of bullying, cyber-bullying, discrimination, (including the definition of
4 antisemitism found in policy 4.100) harassment, intimidation, hazing or any other victimization of students, based
5 on any actual or perceived traits or characteristics, are prohibited.¹

6 This policy shall be disseminated annually to all school staff, students, and parents/guardians². This
7 policy shall cover employees, employees' behaviors, students and students' behaviors while on school
8 property, at any school-sponsored activity, on school-provided equipment or transportation, or at any
9 official school bus stop. If the act takes place off school property or outside of a school-sponsored
10 activity, this policy is in effect if the conduct is directed specifically at a student or students and has the
11 effect of creating a hostile educational environment or otherwise creating a substantial disruption to the
12 education environment or learning process.

13 Building administrators are responsible for educating and training their respective staff and students as
14 to the definition and recognition of discrimination/harassment.³

15 The Director of Schools shall develop forms and procedures to ensure compliance with the
16 requirements of this policy and state law.

17 DEFINITIONS⁴

18 "Bullying/Intimidation/Harassment" is an act that substantially interferes with a student's educational
19 benefits, opportunities, or performance, and the act has the effect of: defined as unwanted, aggressive
20 behavior that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to
21 be repeated, over time. The imbalance of power involves the use of physical strength, access to embarrassing
22 information, or popularity to control or harm others.

- 23 • Physically harming a student or damaging a student's property;
- 24 • Knowingly placing a student or students in reasonable fear of physical harm to the
25 student or damage to the student's property;
- 26 • Causing emotional distress to a student or students; or
- 27 • Creating a hostile educational environment.

28 Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected class
29 (race, nationality, origin, color, sex, gender, age, disability, religion) that is severe, pervasive, or persistent
30 and creates a hostile environment.

1 Cyber-bullying - A form of bullying undertaken through the use of electronic devices. Electronic devices
2 include, but are not limited to, telephones, cellular phones or other wireless telecommunication devices,
3 text messaging, emails, social networking sites, instant messaging, videos, web sites or fake profiles.

4 Hazing - An intentional or reckless act by a student or group of students that is directed against any other
5 student(s) that endangers the mental or physical health or safety of the student(s) or that induces or
6 coerces a student to endanger his/her mental or physical health or safety. Coaches and other employees
7 of the school district shall not encourage, permit, condone or tolerate hazing activities. §

8 “Hazing” does not include customary athletic events or similar contest or competitions and is limited to
9 those actions taken and situations created in connection with initiation into or affiliation with any
10 organization.⁵

11 COMPLAINTS AND INVESTIGATIONS

12 Any individual who has knowledge that may constitute a violation of this policy shall promptly report
13 such behavior to the principal/designee.⁶

14 While reports may be made anonymously, an individual's need for confidentiality must be balanced with
15 obligations to cooperate with police investigations or legal proceedings, to provide due process to the
16 accused, to conduct a thorough investigation or to take necessary actions to resolve a complaint, and the
17 identity of parties and witnesses may be disclosed in appropriate circumstances to individuals with a
18 need to know.

19 The principal/designee at each school shall be responsible for investigating and resolving complaints.
20 Once a complaint is received, the principal/designee shall initiate an investigation within forty-eight (48)
21 hours of receipt of the report. If an investigation is not initiated within forty-eight (48) hours, the
22 principal/designee shall provide the Director of Schools with appropriate documentation detailing the
23 reasons why the investigation was not initiated within the required timeframe.⁷ The principal/designee shall
24 **immediately** notify the parent/legal guardian when a student is involved in an act of discrimination,
25 harassment, intimidation, bullying, or cyber-bullying. The principal/designee shall provide information on
26 district counseling and support services. Students involved in an act of discrimination, harassment,
27 intimidation, bullying, or cyber-bullying shall be referred to the appropriate school counselor by the
28 principal/designee when deemed necessary.⁸

29 The principal/designee is responsible for determining whether an alleged act constitutes a violation of
30 this policy, and such act shall be held to violate this policy when it meets one of the following conditions:

- 31 1 It places the student in reasonable fear or harm for the student’s person or property;
32
- 33 2 It has a substantially detrimental effect on the student’s physical or mental health;
34
- 35 3 It has the effect of substantially interfering with the student’s academic performance; or
36
- 37 4 It has the effect of substantially interfering with the student’s ability to participate in or
38 benefit from the services, activities, or privileges provided by a school.

1 Upon the determination of a violation, the principal/designee shall conduct a prompt, thorough, and
2 complete investigation of each alleged incident. All investigations shall be completed and appropriate
3 intervention taken within twenty (20) calendar days from the receipt of the initial report.⁷ If the
4 investigation is not complete or intervention has not taken place within twenty (20) calendar days, the
5 principal/designee shall provide the Director of Schools with appropriate documentation detailing the
6 reasons why the investigation has not been completed or the appropriate intervention has not taken
7 place.⁴ Within the parameters of the federal Family Educational Rights and Privacy Act (FERPA) at 20
8 U.S.C. § 1232g,⁹ a written report on the investigation will be delivered to all involved parties and to the
9 Director of Schools.

10 **RESPONSE AND PREVENTION**¹⁰

11 School administrators shall consider the nature and circumstances of the incident, the age of the violator,
12 the degree of harm, previous incidences or patterns of behavior, or any other factors, as appropriate to
13 properly respond to each situation.

14 A substantiated charge against an employee shall result in disciplinary action up to and including
15 termination. The employee may appeal this decision by contacting the Federal Rights Coordinator **or the**
16 _____.

17 A substantiated charge against a student may result in corrective or disciplinary action up to and
18 including suspension. The student may appeal this decision in accordance with disciplinary policies and
19 procedures.

20 **REPORTS**

21 When a complaint is filed alleging a violation of this policy where there is physical harm or the threat of
22 physical harm to a student or a student's property, the principal/designee of each middle school, junior
23 high school, or high school shall report the findings and any disciplinary actions taken to the Director of
24 Schools and the Chair of the Board of Education.¹¹

25 By July 1 of each year, the Director of Schools/designee shall prepare a report of all of the bullying cases
26 brought to the attention of school officials during the prior academic year. The report shall also indicate
27 how the cases were resolved and/or the reasons they are still pending. This report shall be presented to
28 the Board of Education at its regular July meeting, and it shall be submitted to the State Department of
29 Education by August 1.¹²

30 **RETALIATION AND FALSE ACCUSATIONS**

31 Retaliation against any person who reports or assists in any investigation of an act alleged in this policy
32 is prohibited. The consequences and appropriate remedial action for a person who engages in retaliation
33 shall be determined by the administrator after consideration of the nature, severity, and circumstances of
34 the act.¹³

35 False accusations accusing another person of having committed an act prohibited under this policy are
36 prohibited. The consequences and appropriate remedial action for a person found to have falsely accused
37 another may range from positive behavioral interventions up to and including **suspension and**
38 **expulsion.**¹⁴

Legal References

1. TCA 49-6-4503(a), (b)(3); 20 USCA §§ 1681 to 1686;
Public Acts of 2025, Chapter No. 293
2. TCA 49-6-4503(b)(11)
3. TCA 49-6-4503(b)(12)
4. TCA 49-6-4503(b)(2), (13)
5. TCA 49-2-120
6. TCA 49-6-4503(b)(5)
7. TCA 49-6-4503(b)(6)
8. TCA 49-6-4503(b)(14)
9. 20 USCA § 1232g
10. TCA 49-6-4503(b)(4), (7)-(8)
11. TCA 49-6-4503(d)(3)
12. TCA 49-6-4503(c)(2)(B)
13. TCA 49-6-4503(b)(9)
14. TCA 49-6-4503(b)(10)

Cross References

Appeals to and Appearances Before the Board 1.404
Section 504 and ADA Grievance Procedures 1.802
Staff-Student Relations 5.610
Student Goals 6.100
Title IX & Sexual Harassment 6.3041
Code of Behavior and Discipline 6.300
Student Complaints and Grievances 6.305
Reporting Child Abuse 6.409
Emergency Contact Information 6.410
Student Suicide Prevention 6.415

Cumberland County Board of Education

| | | | |
|---|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in July | Descriptor Term: Use of Personal Communication Devices and Electronic Devices | Descriptor Code: 6.312 | Issued Date: 02/22/24 |
| | | Rescinds: 6.312 | Issued: 09/22/16 |

1 *General*

2 Students may possess personal communication devices and personal electronic devices so long as such
3 devices are turned off and stored ~~in backpacks, purses, or personal carry-alls~~ **OPTION 1 during instructional**
4 **time OR OPTION 2 for the entirety of the school day.** Such devices include, ~~but are not limited to, wearable~~
5 ~~technology such as eyeglasses, rings, watches that have the capability to record, live stream, or interact with~~
6 ~~wireless technology, cell phones, laptops, and tablets~~ **any portable wireless device that has the capability to**
7 **provide voice, messaging, or other data communication between two (2) or more parties, such as wearable**
8 **technology, cell phones, laptops, tablets, and gaming devices.**

9 **A student may, however, be permitted to utilize a wireless communication device under the following**
10 **circumstances:**

- 11 1. **In case of emergency;**
- 12 2. **When authorized by a teacher;**
- 13 3. **To manage the student's health, as documented in the student's individual healthcare plan;**
- 14 4. **When the possession or use is required by the student's individual education program, 504 plan, or**
15 **individual learning plan; or**
- 16 5. **When the device is being used by a student with a disability for the operation of assistive technology**
17 **to increase, maintain, or improve the student's functional capabilities. ¹**

18 **PENALTIES**

19 ~~However, a teacher may grant permission for the use of these devices to assist with instruction in his/her~~
20 ~~classroom, and teachers are encouraged to integrate the devices into their course work. The~~
21 ~~principal/designee may also grant a student permission to use such a device at his/her discretion.~~

22 Unauthorized use or improper storage of a device will result in confiscation until such a time as it may
23 be released to the student's parent(s)/guardian(s). A student in violation of this policy is subject to
24 disciplinary action.

25 **EMERGENCY COMMUNICATION PLAN**

26 **In the event of an emergency or possible emergency occurring at school, parent(s)/guardian(s) shall be**
27 **alerted by [insert method of communication]. ¹**

Legal References

1. Public Acts of 2025, Chapter No. 103

Cross References

Code of Conduct 6.300

Cumberland County Board of Education

| | | | |
|---|--|-----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in July | Descriptor Term: Use of Wireless Communication Devices | Descriptor Code: 6.312b | Issued Date: 07/01/25 |
| | | Rescinds: | Issued: |

1 *General¹*

2 Students are permitted to use wireless communication devices in certain limited situations. Wireless
3 communication devices include any portable wireless device that has the capability to provide voice,
4 messaging, or other data communication between two (2) or more parties, such as wearable technology,
5 cell phones, tablets, and gaming devices.

6 A student may be permitted to utilize a wireless communication device under the following
7 circumstances:

- 8 1. In case of emergency;
- 9
- 10 2. When authorized by a teacher;
- 11
- 12 3. To manage the student's health, as documented in the student's individual healthcare plan;
- 13
- 14 4. When the possession or use is required by the student's individual education program, 504
15 plan, or individual learning plan; or
- 16
- 17 5. When the device is being used by a student with a disability for the operation of assistive
18 technology to increase, maintain, or improve the student's functional capabilities.

19 **GRADES K-5**

20 Students may possess wireless communication devices so long as such devices are turned off and stored
21 for the entirety of the school day unless one of the exceptions above applies.

22 **GRADES 6-12**

23 Students may possess wireless communication devices so long as such devices are turned off and stored
24 during instructional time. During breaks throughout the school day, students may use wireless
25 communication devices.

26

27

1 **PENALTIES**

2 Unauthorized use or improper storage of a device will result in confiscation until such time as it may be
3 released to the student's parent(s)/guardian(s). A student in violation of this policy is subject to
4 disciplinary action.

5 **EMERGENCY COMMUNICATION PLAN**

6 In the event of an emergency or possible emergency occurring at school, parent(s)/guardian(s) shall be
7 alerted by **[insert method of communication]**.¹

Legal References

1. [Public Acts of 2025, Chapter No. 103](#)

Cross References

Code of Conduct 6.300

Cumberland County Board of Education

| | | | |
|--|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in May | Descriptor Term: Student Wellness | Descriptor Code: 6.411 | Issued Date: 07/27/23 |
| | | Rescinds: 6.411 | Issued: 01/23/20 |

1 The Board recognizes the value of proper nutrition, physical activity, and other health conscious
2 practices and the impact that such practices have on student academic achievement, health, and well-
3 being. In order to provide an environment conducive to overall student wellness, this policy shall be
4 followed by all schools in the district.¹

5 **COMMITMENT TO COORDINATED SCHOOL HEALTH**

6 All schools shall implement the Centers for Disease Control and Prevention’s (CDC) Coordinated School
7 Health (CSH) approach to managing new and existing wellness related programs and services in schools and
8 the surrounding community based on State Law and State Board of Education Coordinated School
9 Health standards and guidelines. The district's Coordinated School Health Coordinator shall be
10 responsible for overseeing compliance with State Board of Education Coordinated School Health
11 standards and guidelines in the school district.

12 **SCHOOL HEALTH ADVISORY COUNCIL**^{2,3}

13 A district school health advisory council shall be established to serve as a resource to school sites for
14 implementing policies and programs and develop an active working relationship with the county health
15 council. The council shall consist of individuals representing the school and community, including
16 parents, students, teachers, school administrators, health professionals, school food service
17 representatives, and members of the public. The primary responsibilities of the council include but are
18 not limited to:

- 19 1. Developing, implementing, monitoring, reviewing and as necessary, making recommendations
20 as to physical activity and nutrition policies;
- 21 2. Ensuring all schools within the district create and implement an action plan related to all
22 School Health Index modules;
- 23 3. Ensuring that the results of the action plan are annually reported to the council; and
- 24 4. Ensuring that school level results include measures of progress on each indicator of the School
25 Health Index.

26 The State Board of Education's Coordinated School Health and Physical Activity Policies shall be used
27 as guidance by the council to make recommendations. The board will consider recommendations of the
28 council in making policy changes or revisions.

29 Additionally, each school will have a Healthy School Team consisting of teachers, students, parents
30 and administrators.² The team will hold Healthy School Team meetings during the school year to
31 assess needs and oversee planning and implementation of school health efforts. The Director of

1 Schools/designee will ensure compliance with the school wellness policy, to include an assessment of
2 the implementation of the wellness policy and the progress made in attaining the policy goals. The
3 assessment will be made available to the public.

4 **COMMITMENT TO NUTRITION**

5 All schools within the district shall participate in the USDA child nutrition programs, which may
6 include but not be limited to, the National School Lunch Program, the School Breakfast Program, the
7 Summer Food Service Program, and the After School Snack Program.^{4,5,6}

8 Meals shall be accessible to all students in a non-stigmatizing manner. Students will be given adequate
9 time to enjoy healthy meals and relax in a pleasant environment. Good nutritional habits shall be
10 encouraged. All food including vending machines, fundraising items, and concessions must meet
11 guidelines set forth by the Healthy, Hunger-free Kids Act, 2010, Smart Snacks in Schools.^{4,5,6} The
12 school principal/designee shall be responsible for overseeing the school district's compliance with the
13 State Board of Education Rules and Regulations for sale of food items in the school district.^{2,5,6}

14 ***Fundraising***

15 Food and beverage sold that can be consumed on campus during the school day must meet or exceed the
16 USDA Smart Snacks guidelines in school nutrition standards. Schools shall follow the limit on days per
17 semester in which non-healthy foods may be used for fundraisers.⁵

18 **DISTRICT GOALS**

19 The district will promote healthy nutrition through various activities, including nutrition related
20 newsletters, informational links on the district website, healthy eating posters and bulletin boards in
21 dining areas, and informational booths at various community functions. Nutrition Education will be
22 offered as part of a standards-based program designed to provide students with the knowledge and
23 skills needed to promote and protect their health as outlined in the State Board of Education
24 Health Education and Lifetime Wellness Standards. Nutrition Education will discourage teachers
25 from using high fat, sugar, and sodium foods as rewards and encourage students to start each day with
26 a healthy breakfast. *If a district engages in food or beverage marketing, all marketing shall comply with the*
27 *Smart Snacks in school nutrition standards.*⁷

28 **COMMITMENT TO PHYSICAL ACTIVITY AND PHYSICAL EDUCATION⁸**

29 The Board recognizes that physical activity is extremely important to the overall health of a child.
30 Schools shall support and promote physical activity. Physical activity may be integrated into any areas
31 of the school program.

32 Physical Education classes shall be offered as part of a standards-based program designed to provide
33 developmentally appropriate moderate to vigorous physical activity as an integral part of the class. All
34 physical education classes shall comply with the State Board of Education's Physical Education
35 Standards. ~~In addition to the district's physical education program, non-structured physical activity~~
36 ~~periods shall be offered as required by law.~~⁷

37 *Unstructured physical activity periods shall be offered in addition to the school district's physical education*
38 *program. Elementary school students shall receive a minimum of forty (40) minutes of physical activity each*

39 full school day. Middle and high school students shall receive a minimum of ninety (90) minutes of physical
40 activity each full school week.

41 Physical activity will be conducted outside if weather permits. The following activities shall not be
42 considered physical activity: walking to and from class, time spent on electronic devices, and time spent in a
43 physical education class.

44 Schools shall continue to offer after school sports and activities. Physical activity shall not be
45 employed as a form of discipline or punishment. Physical activity shall not be withheld from a student as a
46 form of punishment.

47 COMMITMENT TO CURRICULUM³

48 All applicable courses of study should be based on State-approved curriculum standards.

1 SCHOOL HEALTH INDEX³

2 All schools within the district shall annually administer a baseline assessment on each of the three
3 recommended School Health Index modules. Results shall be submitted to the School Health Advisory
4 Council and reported to the State Department of Education.

5 RECORD KEEPING COMPLIANCE

6 The district's Coordinated School Health Coordinator shall ensure that records demonstrating
7 compliance with community involvement requirements are maintained. The Coordinated School
8 Health Coordinator shall additionally document that the school wellness policy and triennial
9 assessments are made available to the public.^{8,9}

Legal References

1. TCA 49-1-1002
2. State Board of Education Policy 4.204
3. State Board of Education Policy 4.206
4. 42 U.S.C. § 1758b (Section 204 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296)) TRR/MS 0520-01-06-.04
5. TRR/MS 0520-01-06
6. 7 C.F.R. 210 and 220
7. TCA 49-6-1021 7 C.F.R. § 210.31 (c)(3)(iii)
8. 7 C.F.R. § 210.31(f)
TCA 49-6-1021; Public Acts of 2025, Chapter No. 306
9. 7 CFR § 210.31(f)

Cross References

Student Suicide Prevention 6.415

Cumberland County Board of Education

| | | | |
|--|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in May | Descriptor Term: Student Records | Descriptor Code: 6.600 | Issued Date: 07/27/23 |
| | | Rescinds: 6.600 | Issued: 01/23/20 |

1 General

2 A cumulative record shall be kept for each student enrolled in school. The folder shall contain a health
3 record, attendance record, and scholarship record; shall be kept current; and shall accompany the student
4 through his/her school career.¹

5 The name used on the record of the student entering the school district must be the same as that shown
6 on the birth certificate, unless evidence is presented that such name has been legally changed. If the
7 parent/guardian does not have, or cannot obtain a birth certificate, then the name used on the records of
8 such student shall be as shown on documents which are acceptable as proof of date of birth.

9 The name used on the records of a student entering the school district from another school shall be the
10 same as that shown on records from the school previously attended unless evidence is presented that
11 such name has been legally changed as prescribed by law.

12 When a student transfers to another school within the school district, or to a school outside of the school
13 district, copies of the student's records, including the student's disciplinary records, shall be sent to the
14 transfer school **within five (5) business days of the date on which the student's records request was**
15 **received by the school.**²

16 All records shall be remitted in accordance with the Family Education Rights and Privacy Act (FERPA).³

17 ACCESS TO STUDENT RECORDS

18 Student records shall be confidential. Authorized school officials shall have access to and permit access
19 to student education records for legitimate educational purposes.⁴ A "legitimate educational interest" is
20 the official's need to know information in order to:

- 21 1. Perform required administrative tasks;
- 22 2. Perform a supervisory or instructional task directly related to the student's education; and
- 23 3. Perform a service or benefit for the student or the student's family such as health care, counseling,
24 student job placement, or student financial aid.

25 Authorized school officials may release information from or permit access to a student's education record
26 without the parent(s)/guardian(s) or eligible student's* prior written consent in the following instances:

- 27 1. To comply with a judicial order or lawfully issued subpoena. The school district will make a
28 reasonable effort to notify the student's parent(s)/guardian(s) or the eligible student before

1 making a disclosure;⁵

2
3 2. If the disclosure is an item of directory information;⁶

4
5 3. To comply with the requirements of child abuse reports to the extent known by the school
6 officials including the name, address, and age of the student; the name and address of the
7 person responsible for the care of the student; and the facts requiring the report;⁷

8
9 4. When certain federal and state officials need information in order to audit or enforce legal
10 conditions related to federal- or state-supported education programs in the school district;⁸

11
12 5. When the school district has entered into a contract or written agreement for an organization to
13 conduct scientific research on the school district's behalf to develop tests or improve
14 instruction, provided that the studies are conducted in a manner which will not permit the
15 disclosure of personal identification of students and their parent(s)/guardian(s) by individuals
16 other than to representatives of the organization, and that the information will be destroyed
17 when no longer needed for the purpose for which the study was conducted;⁹

18
19 6. To appropriate officials if the parent(s)/guardian(s) claim the student as a dependent as defined
20 by the Internal Revenue Code;¹⁰

21
22 7. To accrediting organizations to carry out their accrediting functions;¹¹

23
24 8. To officials of another school, school district, or postsecondary institution when a student seeks
25 or intends to enroll in another school district or a post-secondary institution school.
26 Parent(s)/guardian(s) of students or eligible students shall be notified of the transfer and shall
27 have a right to obtain copies of records transferred as well as an opportunity to challenge the
28 content of the record under this provision;¹²

29
30 9. To financial institutions or government agencies that provide or may provide financial aid to a
31 student in order to establish eligibility, to determine the amount of financial aid, to establish
32 conditions for the receipt of financial aid, and to enforce financial aid agreements;¹³

33
34 10. To ~~make the needed disclosure to~~ the appropriate officials in connection with a health or safety
35 emergency ~~when warranted by the seriousness of the threat to the student or other persons,~~
36 ~~when the information is necessary and needed to meet the emergency,~~ if knowledge of the
37 information is necessary to protect the health or safety of the students or others, ~~when time is an~~
38 ~~important and limiting factor, and when the persons to whom the information is to be disclosed~~
39 ~~are qualified and in a position to deal with the emergency;~~¹⁴

40
41 11. To the Attorney General/designee for official purposes related to the investigation or
42 prosecution of an act of domestic or international terrorism. An educational agency that, in
43 good faith, produces education records in accordance with an order shall not be liable to any
44 person for that production;¹⁵

- 1 12. To any agency caseworker or other representative of a state or local child welfare agency or
2 tribal organization authorized to access the student's educational records when such agencies or
3 organizations are legally responsible for the care and protection of the student;¹⁶
4
- 5 13. To the Secretary of Agriculture/designee for purposes of conducting program monitoring,
6 evaluations, and performance measurements, provided that the data collected will be protected
7 in a manner which will not permit the disclosure of personal identification of students and their
8 parent(s)/guardian(s) by individuals other than to representatives of the organization, and that
9 the information will be destroyed when no longer needed for the purpose for which it was
10 conducted;¹⁷ and
11
- 12 14. To state and local authorities to whom information is specifically allowed to be reported or
13 disclosed by state law that concerns the juvenile justice system and the system's ability to
14 effectively serve, prior to adjudication, the student whose records were released.¹⁸

15 *Consent to Disclose Records*¹⁹

16 Authorized school officials may release information from a student's education record if the student's
17 parent(s)/guardian(s) or the eligible student gives written consent for the disclosure. The written consent
18 must include:

- 19 1. A specification of the records to be released;
20
21 2. The reasons for the disclosure;
22
23 3. The person, organization, or class of persons or organizations to whom the disclosure is to be
24 made;
25
26 4. The signature of the parent(s)/guardian(s) or eligible student; and
27
28 5. The date of the consent, and if appropriate, a date when the consent is to be terminated.

29 The student's parent(s)/guardian(s) or the eligible student may obtain a copy of any records disclosed
30 under this provision.

31 **RECORDKEEPING**

32 The school district will maintain an accurate record of all requests to disclose information from or to
33 permit access to a student's education records. The school district will maintain an accurate record of
34 information it discloses and access it permits. The district will maintain this record as long as it maintains
35 the student's education record.²⁰

36 The record will include at least:²⁰

- 37 1. The name of the person or agency that makes the request;
38
39 2. The interest the person or agency has in the information;
40

- 1 3. The date the person or agency makes the request; and
 2
 3 4. Whether the request is granted, and if it is, the date access is permitted, or the disclosure is made.
 4 * *The student becomes an "eligible student" when he/she reaches age eighteen (18) or enrolls in a post-*
 5 *secondary school, at which time all of the above rights become the student's right.*²¹

 Legal References

1. 20 USCA § 1232g
2. TCA 49-6-3001(c)(1) **Public Acts of 2025, Chapter No. 156**
3. TCA 49-1-701 *et seq.*; 20 USCA § 1232g
4. TCA 10-7-504(a)(4); 20 USCA § 1232g
5. 20 USCA § 1232g(b)(2)(B); 20 USCA § 1232g(b)(1)(J)
6. 20 USCA § 1232g(b)(2); TCA 10-7-504(a)(4)(A)
7. TCA 37-1-403
8. 20 USCA § 1232g(b)(3), (5); 20 USCA § 1232g(b)(1)(C)
9. 20 USCA § 1232g(b)(1)(F)
10. 20 USCA § 1232g(b)(1)(H)
11. 20 USCA § 1232g(b)(1)(G)
12. 20 USCA § 1232g(b)(1)(B)
13. 20 USCA § 1232g(b)(1)(D)
14. 20 USCA § 1232g(b)(1)(I)
15. 20 USCA § 1232g(j); **USA Patriot Act of 2001 § 507**
16. 20 USCA § 1232g(b)(1)(L)
17. 20 USCA § 1232g(b)(1)(K)
18. 20 USCA § 1232g(b)(1)(E)
19. 34 CFR § 99.30; 20 USCA § 1232g(b)(2)(A)
20. 34 CFR § 99.32(a)
21. 34 CFR §§ 99.3, 99.5; TCA 49-1-704

 Cross References

- School District Records 1.407
- Promotion and Retention 4.603
- Testing Programs 4.700
- Attendance 6.200
- Withdrawals 6.207
- Child Custody/Parental Access 6.209
- Bus Safety and Conduct 6.308
- Corporal Punishment 6.314
- Disciplinary Hearing Authority 6.317
- Admission of Suspended/Expelled Students 6.318
- Acquired Immune Deficiency Syndrome 6.404
- Reporting Child Abuse 6.409
- Media Access to Students 6.604

**Cumberland County Finance
Summary Financial Statement
May 2025**

DRAFT / PRELIMINARY

141 General Purpose School

| | | Year-To-Date | | | | | Month-To-Date | | | | |
|-----------------|--|-------------------------|-------------------------|-------------------------|-------------|---------------|------------------------|------------------------|------------------------|-------------|---------------|
| Account | Description | Budget Estimate | Total | Actual | Encumbered | % of Budget | Budget Estimate | Total | Actual | Encumbered | % of Avg |
| | | | | | | | Avg/Mth | | | | |
| Revenues | | | | | | | | | | | |
| 40110 | Current Property Tax | 2,022,107.00 | 2,016,034.07 | 2,016,034.07 | 0.00 | 99.70% | 168,508.92 | 7,919.27 | 7,919.27 | 0.00 | 4.70% |
| 40120 | Trustee's Collections - Prior Year | 225,911.00 | 66,149.44 | 66,149.44 | 0.00 | 29.28% | 18,825.92 | 0.00 | 0.00 | 0.00 | 0.00% |
| 40130 | Cir Clk/Clk & Master Collections-Pr Yr | 108,155.00 | 19,874.71 | 19,874.71 | 0.00 | 18.38% | 9,012.92 | 2,289.61 | 2,289.61 | 0.00 | 25.40% |
| 40140 | Interest And Penalty | 91,724.00 | 22,715.55 | 22,715.55 | 0.00 | 24.77% | 7,643.67 | 1,523.62 | 1,523.62 | 0.00 | 19.93% |
| 40210 | Local Option Sales Tax | 16,455,212.00 | 13,722,391.42 | 13,722,391.42 | 0.00 | 83.39% | 1,371,267.67 | 1,423,149.82 | 1,423,149.82 | 0.00 | 103.78% |
| 40270 | Business Tax | 5,871.00 | 3,269.14 | 3,269.14 | 0.00 | 55.68% | 489.25 | 361.00 | 361.00 | 0.00 | 73.79% |
| 40275 | Mixed Drink Sales | 84,663.00 | 56,245.71 | 56,245.71 | 0.00 | 66.43% | 7,055.25 | 4,655.58 | 4,655.58 | 0.00 | 65.99% |
| 43517 | Tuition - Other | 110,000.00 | 178,424.35 | 178,424.35 | 0.00 | 162.20% | 9,166.67 | 19,688.00 | 19,688.00 | 0.00 | 214.78% |
| 43570 | Receipts From Individual Schools | 65,000.00 | 94,353.79 | 94,353.79 | 0.00 | 145.16% | 5,416.67 | 28,686.30 | 28,686.30 | 0.00 | 529.59% |
| 43990 | Other Charges For Services | 15,000.00 | 15,379.00 | 15,379.00 | 0.00 | 102.53% | 1,250.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 44120 | Lease/Rentals | 7,719.00 | 5,287.47 | 5,287.47 | 0.00 | 68.50% | 643.25 | 2,125.45 | 2,125.45 | 0.00 | 330.42% |
| 44145 | Sale Of Recycled Materials | 4,000.00 | 3,071.18 | 3,071.18 | 0.00 | 76.78% | 333.33 | 449.90 | 449.90 | 0.00 | 134.97% |
| 44170 | Miscellaneous Refunds | 106,000.00 | 128,033.60 | 128,033.60 | 0.00 | 120.79% | 8,833.33 | 4,959.97 | 4,959.97 | 0.00 | 56.15% |
| 44530 | Sale of Equipment | 0.00 | 534.00 | 534.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 44540 | Sale of Property | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 44560 | Damages Recovered From Individuals | 500.00 | 1,003.40 | 1,003.40 | 0.00 | 200.68% | 41.67 | 410.00 | 410.00 | 0.00 | 984.00% |
| 44570 | Contributions & Gifts | 15,000.00 | 17,300.26 | 17,300.26 | 0.00 | 115.34% | 1,250.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 44990 | Other Local Revenues | 14,000.00 | 18,053.75 | 18,053.75 | 0.00 | 128.96% | 1,166.67 | 1,823.25 | 1,823.25 | 0.00 | 156.28% |
| 46511 | TISA | 49,395,116.00 | 45,320,476.02 | 45,320,476.02 | 0.00 | 91.75% | 4,116,259.67 | 0.00 | 0.00 | 0.00 | 0.00% |
| 46515 | Early Childhood Education | 1,104,583.00 | 1,170,845.48 | 1,170,845.48 | 0.00 | 106.00% | 92,048.58 | 274,458.28 | 274,458.28 | 0.00 | 298.17% |
| 46590 | Other State Education Funds | 597,026.00 | 537,323.09 | 537,323.09 | 0.00 | 90.00% | 49,752.17 | 0.00 | 0.00 | 0.00 | 0.00% |
| 46591 | Coordinated School Health - ARRA | 113,000.00 | 122,759.79 | 122,759.79 | 0.00 | 108.64% | 9,416.67 | 20,580.96 | 20,580.96 | 0.00 | 218.56% |
| 46594 | Family Resource Centers - ARRA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 46610 | Career Ladder Program | 95,000.00 | 48,590.06 | 48,590.06 | 0.00 | 51.15% | 7,916.67 | 0.00 | 0.00 | 0.00 | 0.00% |
| 46640 | Vocational Equipment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 46790 | Other Vocational | 0.00 | 1,704,306.01 | 1,704,306.01 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 46980 | Other State Grants | 0.00 | 136,667.94 | 136,667.94 | 0.00 | 0.00% | 0.00 | 15,713.35 | 15,713.35 | 0.00 | #DIV/0! |
| 46981 | Safe Schools-ARRA | 0.00 | 76,200.42 | 76,200.42 | 0.00 | 0.00% | 0.00 | 38,100.21 | 38,100.21 | 0.00 | #DIV/0! |
| 46990 | Other State Revenues | 0.00 | 130,098.84 | 130,098.84 | 0.00 | 0.00% | 0.00 | 24,404.74 | 24,404.74 | 0.00 | #DIV/0! |
| 47141 | ESEA Title 1 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | |
| 47401 | American Rescue Plan Grant #1 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 47590 | Other Federal Through State | 0.00 | 54,673.77 | 54,673.77 | 0.00 | 0.00% | 0.00 | 18,311.02 | 18,311.02 | | #DIV/0! |
| 47990 | Other Federal Direct Revenue | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 48610 | Donations | 0.00 | 25,300.00 | 25,300.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 48990 | Other Revenue | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 49600 | Proceeds from Sale of Capital Assets | 0.00 | 4,500.00 | 4,500.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! |
| 49700 | Insurance Recovery | 0.00 | 118,160.55 | 118,160.55 | 0.00 | 0.00% | 0.00 | 108,370.55 | 108,370.55 | 0.00 | #DIV/0! |
| Total | Revenues | \$ 70,635,587.00 | \$ 65,818,022.81 | \$ 65,818,022.81 | \$ - | 93.18% | \$ 5,886,298.92 | \$ 1,997,980.88 | \$ 1,997,980.88 | \$ - | 33.94% |

Expenditures

| | | | | | | | | | | | |
|--------------|--------------------------------------|---------------------------|-------------------------|-------------------------|--------------------------|---------------|--------------------------|--------------------------|--------------------------|------------------------|----------------|
| 71100 | Regular Instruction Program | (33,012,912.00) | 25,739,371.72 | 25,723,410.92 | 15,960.80 | -77.97% | (2,751,076.00) | 2,647,539.62 | 2,644,847.59 | 2,692.03 | 96.24% |
| 71150 | Alternative Instruction Program | (378,664.00) | 310,998.70 | 310,998.70 | 0.00 | -82.13% | (31,555.33) | 30,998.01 | 30,998.01 | 0.00 | 98.23% |
| 71200 | Special Education Program | (5,887,909.00) | 5,078,345.38 | 5,072,528.52 | 5,816.86 | -86.25% | (490,659.08) | 504,872.97 | 545,922.17 | (41,049.20) | 102.90% |
| 71300 | Career And Technical Education | (5,191,292.00) | 5,136,327.06 | 5,099,521.35 | 36,805.71 | -98.94% | (432,607.67) | 428,178.29 | 505,070.48 | (76,892.19) | 98.98% |
| 71400 | Student Body Education Program | (724,688.00) | 575,002.92 | 575,002.92 | 0.00 | -79.34% | (60,390.67) | 134,876.10 | 134,876.10 | 0.00 | 223.34% |
| 72110 | Attendance | (243,264.00) | 214,076.16 | 214,076.16 | 0.00 | -88.00% | (20,272.00) | 25,528.23 | 26,751.23 | (1,223.00) | 125.93% |
| 72120 | Health Services | (914,970.00) | 814,787.96 | 790,982.84 | 23,805.12 | -89.05% | (76,247.50) | 96,862.32 | 81,657.80 | 15,204.52 | 127.04% |
| 72130 | Other Student Support | (2,229,397.00) | 1,657,891.37 | 1,657,764.33 | 127.04 | -74.37% | (185,783.08) | 161,406.92 | 182,296.92 | (20,890.00) | 86.88% |
| 72210 | Regular Instruction Program | (1,448,505.00) | 1,281,508.91 | 1,281,508.91 | 0.00 | -88.47% | (120,708.75) | 107,362.62 | 107,362.62 | 0.00 | 88.94% |
| 72220 | Special Education Program | (1,131,230.00) | 1,098,274.03 | 1,097,858.83 | 415.20 | -97.09% | (94,269.17) | 117,912.99 | 117,942.59 | (29.60) | 125.08% |
| 72230 | Career And Technical Education | (587,537.00) | 560,339.31 | 560,339.31 | 0.00 | -95.37% | (48,961.42) | 77,585.99 | 77,612.21 | (26.22) | 158.46% |
| 72250 | Technology | (1,542,204.00) | 1,799,093.43 | 1,796,490.71 | 2,602.72 | -116.66% | (128,517.00) | 83,540.08 | 551,616.09 | (468,076.01) | 65.00% |
| 72310 | Board Of Education | (1,236,147.00) | 1,053,509.61 | 1,045,859.61 | 7,650.00 | -85.23% | (103,012.25) | 53,434.23 | 53,488.23 | (54.00) | 51.87% |
| 72320 | Office Of The Superintendent | (344,256.00) | 283,042.82 | 283,042.82 | 0.00 | -82.22% | (28,688.00) | 23,577.54 | 23,577.54 | 0.00 | 82.19% |
| 72410 | Office Of The Principal | (4,634,063.00) | 4,145,965.62 | 4,145,072.41 | 893.21 | -89.47% | (386,171.92) | 397,926.88 | 397,033.67 | 893.21 | 103.04% |
| 72510 | Fiscal Services | (382,766.00) | 268,858.39 | 266,424.15 | 2,434.24 | -70.24% | (31,897.17) | 21,104.32 | 21,013.58 | 90.74 | 66.16% |
| 72520 | Human Services/Personnel | (226,957.00) | 186,985.86 | 186,985.86 | 0.00 | -82.39% | (18,913.08) | 12,655.87 | 12,655.87 | 0.00 | 66.92% |
| 72610 | Operation Of Plant | (6,152,310.00) | 5,226,301.28 | 5,109,045.05 | 117,256.23 | -84.95% | (512,692.50) | 481,029.21 | 396,647.66 | 84,381.55 | 93.82% |
| 72620 | Maintenance Of Plant | (5,061,290.00) | 2,787,854.14 | 1,464,058.36 | 1,323,795.78 | -55.08% | (421,774.17) | 1,006,412.70 | 128,110.30 | 878,302.40 | 238.61% |
| 72710 | Transportation | (4,391,170.00) | 3,876,369.53 | 3,233,280.90 | 643,088.63 | -88.28% | (365,930.83) | 373,272.04 | 343,646.58 | 29,625.46 | 102.01% |
| 72905 | American Rescue Plan Act Expenditure | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | - | 0.00 | 0.00 | 0.00 | 0.00% |
| 73300 | Community Services | (173,061.00) | 149,345.22 | 149,345.22 | 0.00 | -86.30% | (14,421.75) | 17,698.02 | 17,698.02 | 0.00 | 122.72% |
| 73400 | Early Childhood Education | (1,368,458.00) | 1,185,458.36 | 1,181,608.91 | 3,849.45 | -86.63% | (114,038.17) | 111,550.26 | 111,550.26 | 0.00 | 97.82% |
| 76100 | Regular Capital Outlay | (657,500.00) | 856,513.04 | 539,427.77 | 317,085.27 | -130.27% | (54,791.67) | 150,657.90 | 71,832.09 | 78,825.81 | 274.96% |
| 82130 | Education Debt Service | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | - | 0.00 | 0.00 | 0.00 | 0.00% |
| 82230 | Education Debt Service | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | - | 0.00 | 0.00 | 0.00 | 0.00% |
| 99100 | Transfers Out | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | - | 0.00 | 0.00 | 0.00 | 0.00% |
| Total | Expenditures | \$ (77,920,550.00) | \$ 64,286,220.82 | \$ 61,784,634.56 | \$ 2,501,586.26 | 82.50% | \$ (6,493,379.17) | \$ 7,065,983.11 | \$ 6,584,207.61 | \$ 481,775.50 | 108.82% |
| Total | 141 General Purpose School | \$ (7,284,963.00) | \$ 1,531,801.99 | \$ 4,033,388.25 | \$ (2,501,586.26) | 21.03% | \$ 12,379,678.08 | \$ (5,068,002.23) | \$ (4,586,226.73) | \$ (481,775.50) | 40.94% |

FY 2024-2025

| Month | FY 18-19 Actual | FY 19-20 Actual | FY 20-21 Actual | FY 21-22 Actual | FY 22-23 Actual | <u>FY 23-24 Actual</u> | <u>FY 24-25 Budget</u> | <u>FY 24-25 Actual</u> | <u>Difference</u> |
|--------------|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------------|----------------------------|----------------------------|-------------------|
| August | \$ 838,289 | \$ 870,571 | \$ 1,020,777 | \$ 1,166,927 | \$ 1,351,767 | \$ 1,434,099 | \$ 1,413,673 | \$ 1,459,059 | \$ 45,387 |
| September | \$ 819,089 | \$ 865,871 | \$ 952,467 | \$ 1,107,995 | \$ 1,364,864 | \$ 1,362,368 | \$ 1,427,225 | \$ 1,393,264 | \$ (33,961) |
| October | \$ 825,937 | \$ 846,819 | \$ 919,285 | \$ 1,083,881 | \$ 1,264,424 | \$ 1,298,385 | \$ 1,322,196 | \$ 1,421,924 | \$ 99,729 |
| November | \$ 787,757 | \$ 859,937 | \$ 973,849 | \$ 1,106,688 | \$ 1,299,471 | \$ 1,294,789 | \$ 1,358,844 | \$ 1,364,585 | \$ 5,741 |
| December | \$ 806,666 | \$ 871,317 | \$ 983,974 | \$ 1,132,259 | \$ 1,289,256 | \$ 1,366,010 | \$ 1,348,162 | \$ 1,417,209 | \$ 69,046 |
| January | \$ 779,663 | \$ 827,204 | \$ 977,133 | \$ 1,159,721 | \$ 1,298,903 | \$ 1,314,873 | \$ 1,358,250 | \$ 1,362,837 | \$ 4,587 |
| February | \$ 942,493 | \$ 1,057,209 | \$ 1,278,153 | \$ 1,304,344 | \$ 1,471,897 | \$ 1,630,073 | \$ 1,539,148 | \$ 1,575,350 | \$ 36,202 |
| March | \$ 676,708 | \$ 731,082 | \$ 897,298 | \$ 965,550 | \$ 1,156,878 | \$ 1,130,567 | \$ 1,209,736 | \$ 1,155,681 | \$ (54,055) |
| April | \$ 690,817 | \$ 710,630 | \$ 828,199 | \$ 999,451 | \$ 1,131,461 | \$ 1,187,369 | \$ 1,183,157 | \$ 1,149,333 | \$ (33,824) |
| May | \$ 815,144 | \$ 854,049 | \$ 1,178,207 | \$ 1,264,205 | \$ 1,398,362 | \$ 1,342,565 | \$ 1,462,253 | \$ 1,423,150 | \$ (39,103) |
| June | \$ 825,043 | \$ 828,973 | \$ 1,096,183 | \$ 1,185,985 | \$ 1,309,063 | \$ 1,336,725 | \$ 1,368,874 | \$ - | \$ - |
| July Accrual | \$ 878,558 | \$ 947,306 | \$ 1,114,903 | \$ 1,298,919 | \$ 1,399,744 | \$ 1,394,836 | \$ 1,463,698 | \$ - | \$ - |
| Total | \$ 9,686,164 | \$ 10,270,968 | \$ 12,220,428 | \$ 13,775,928 | \$ 15,736,090 | \$ 16,092,659 | \$ 16,455,212 | \$ 13,722,391 | \$ 99,749 |

CENTRAL CAFETERIA FUND
Line-Item Budget Amendment

K. Hamby

WHEREAS year-end reallocations are required to balance specific lines of the budget where certain lines were under projected.

WHEREAS all expenditure lines of the budget are required to end the year with a positive balance.

THEREFORE, be it resolved that the following budget line-item amendment be approved by the Cumberland County Board of Education meeting this 19th day of **June 2025**. The Cumberland County Commission **does not** approve line item amendments not involving wages, but a copy of the amendment will be provided to the Commission for general information.

Decrease Expenditures:

| | | | |
|-----------------------|-------------------------------------|----------|-----------------|
| 143.73100.354 | Transportation - Commodity Delivery | \$640.00 | |
| Total Decrease | | | \$640.00 |

Increase Expenditures:

| | | | |
|------------------------|---|----------|-----------------|
| 143.73100.336 | Maintenance & Repair Services - Equipment | \$440.00 | |
| 143.73100.435 | Office Supplies | \$200.00 | |
| Total Increase: | | | \$640.00 |

SPONSORED BY: _____
BOE Member

APPROVED BY: _____
Chairman, Board of Education

ATTEST: _____
Director of Schools, Cumberland County

BOE Vote:

Ayes: _____ Nays: _____ Abstain: _____

Cumberland County Board of Education Administrative Procedures

| | | |
|-----------------------------|---|---|
| Issued: July 2004 | Procedure: Field Trip and Excursions | Policy Reference: 4.302 Exhibit B |
|-----------------------------|---|---|

Cumberland County Schools Field Trip Request

In State/Pre-Approved _____ Overnight X _____ Out of State _____

This form is to be submitted to the principal and received in the appropriate Director's office 2 weeks prior to the date of the trip for approval. **OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.**

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then afterward filed in the principal's office.

School Cumberland County High School Subject/Grade Level FFA
 Trip Requested By Jason Atkinson Date of Trip June 30- July 4
 Destination FFA Leadership Camp City Doyle State TN
 Departure Time June 30 10AM Return July 4 12PM Admission per student \$ 175
 Special Services: Check ALL that apply. Prior approval is required. School Nurse SpED Bus SpED Assistant
 Student has 504 plan Bus with Lift

Please Check Type of Activity

- Academic Field Trip
- Incentive Field Trip
- School Clubs
- Band/Chorus
- Competition
- Sports
- Special Classroom Trip (Describe) _____
- Other _____

| | |
|--|----------------------------|
| Teachers Going: <u>Jason Atkinson</u> | # of Students <u>20</u> |
| <u>Selena-Lee Hensley</u> | _____ |
| _____ | _____ |
| _____ | _____ |

TOTAL # of TEACHERS: 2 TOTAL # of STUDENTS 20

Additional Chaperones (If Needed) _____

Cafeteria Notified Purchase Order Requested
 Substitute Requested (If Needed) Permission Slip Obtained (Take on trip)

Sponsoring Teacher's Signature _____ Cell Phone # _____ Principal's Signature [Signature] Date 7.6.2004

| | | | |
|--------------------------------------|----------------------|---------------------------|----------|
| For Transportation Dept Only | | | |
| Drivers: 1) _____ | 2) _____ | 3) _____ | 4) _____ |
| Beginning Mileage _____ | Ending Mileage _____ | Total Miles _____ | |
| Amount to be paid to driver \$ _____ | | Amount for Fuel \$ _____ | |
| Transportation Supervisor _____ | | Director of Schools _____ | |

To be completed for out-of-state and overnight school sponsored trips only

Approved Denied _____
 Director of Schools _____ Date of Board Approval _____

Cumberland County Board of Education Administrative Procedures

| | | |
|----------------|----------------------------------|--------------------------|
| Issued: | Procedure: | Policy Reference: |
| July 2004 | Field Trip and Excursions | 4.302 Exhibit B |

Cumberland County Schools Field Trip Request

In State/Pre-Approved _____ Overnight X Out of State X

This form is to be submitted to the principal and received in the appropriate Director's office 2 weeks prior to the date of the trip for approval. **OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.**

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then afterward filed in the principal's office.

School Cumberland County High School Subject/Grade Level FFA
 Trip Requested By Jason Atkinson Date of Trip July 7-12
 Destination Washington Leadership Conference City Washington DC State _____
 Departure Time July 7 10AM Return July 12 3PM Admission per student \$ _____
 Special Services: Check ALL that apply. Prior approval is required. School Nurse SpED Bus SpED Assistant
 Student has 504 plan Bus with Lift

Please Check Type of Activity

- Academic Field Trip
- Incentive Field Trip
- School Clubs
- Band/Chorus
- Competition
- Sports
- Special Classroom Trip (Describe) _____
- Other _____

| | |
|--|---------------------------|
| Teachers Going: <u>Jason Atkinson</u> | # of Students <u>2</u> |
|--|---------------------------|

TOTAL # of TEACHERS: 1 TOTAL # of STUDENTS 2

- Additional Chaperones (If Needed) _____
- | | |
|---|--|
| <input type="checkbox"/> Cafeteria Notified | <input type="checkbox"/> Purchase Order Requested |
| <input type="checkbox"/> Substitute Requested (If Needed) | <input type="checkbox"/> Permission Slip Obtained (Take on trip) |

Sponsoring Teacher's Signature _____ Cell Phone # _____ Principal's Signature [Signature] Date 3.20.2016

| | | | |
|--------------------------------------|----------------------|---------------------------|----------|
| For Transportation Dept Only | | | |
| Drivers: 1) _____ | 2) _____ | 3) _____ | 4) _____ |
| Beginning Mileage _____ | Ending Mileage _____ | Total Miles _____ | |
| Amount to be paid to driver \$ _____ | | Amount for Fuel \$ _____ | |
| Transportation Supervisor _____ | | Director of Schools _____ | |

| | |
|---|------------------------------|
| <i>To be completed for out-of-state and overnight school sponsored trips only</i> | |
| <input type="checkbox"/> Approved <input type="checkbox"/> Denied | |
| Director of Schools _____ | Date of Board Approval _____ |

| | |
|----------------------------------|-------------------|
| Issued: | Procedure: |
| April 2025 | Policy Reference: |
| Field Trip and Excursions | |
| 4.302 Exhibit B | |

Cumberland County Schools Field Trip Request

In State/Pre-Approved _____ Overnight Out of State _____

This form is to be submitted to the principal and received in the appropriate Director's office 2 weeks prior to the date of the trip for approval. **OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.**

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then afterward filed in the principal's office.

School CCHS Subject/Grade Level Football
 Trip Requested By Repasky Date of Trip July 8-10
 Destination Tenn Tech University City Cookeville State TN
 Departure Time 11:00am Return 1:00pm Admission per student \$ _____

Special Services: Check ALL that apply. Prior approval is required. School Nurse SpED Bus SpED Assistant
 Student has 504 plan Bus with Lift

School Nurse Signature _____ SPED Signature _____

Please Check Type of Activity

- Academic Field Trip
- Incentive Field Trip
- School Clubs
- Band/Chorus
- Competition
- Sports
- Special Classroom Trip (Describe) _____
- Other _____

Teachers Going: Noah Repasky # of Students 50
Andrew Phipps
Beck Fitch

TOTAL # of TEACHERS: 3 TOTAL # of STUDENTS 50

Additional Chaperones (If Needed) _____

Cafeteria (Notified) Signature _____ Purchase Order Requested
 Substitute Requested (If Needed) _____ Permission Slip Obtained (Take on trip)

School Nurse Signature _____
 Sponsoring Teacher's Signature _____ Cell Phone # 931-239-0645 Principal's Signature _____ Date 5.27.2025

| | | | |
|--------------------------------------|----------------------|--------------------------|----------|
| For Transportation Dept Only | | | |
| Drivers: 1) _____ | 2) _____ | 3) _____ | 4) _____ |
| Beginning Mileage _____ | Ending Mileage _____ | Total Miles _____ | |
| Amount to be paid to driver \$ _____ | | Amount for Fuel \$ _____ | |
| Transportation Supervisor _____ | | | |

To be completed for out-of-state and overnight school sponsored trips only

Approved Denied _____

Director of Schools _____ Date of Board Approval _____

| | | |
|----------------------------------|-------------------|-----------------|
| Issued: | Procedure: | |
| April 2025 | Policy Reference: | |
| Field Trip and Excursions | | 4.302 Exhibit B |

Cumberland County Schools Field Trip Request

In State/Pre-Approved _____ Overnight X Out of State X

This form is to be submitted to the principal and received in the appropriate Director's office 2 weeks prior to the date of the trip for approval. **OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.**

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then afterward filed in the principal's office.

School SMHS Subject/Grade Level Band
 Trip Requested By Elana Douglas Date of Trip Jan. 14 - Jan. 19
 Destination Top Century Resort - Disney City Orlando State: FL
 Departure Time 6:00 am Return 9:00 pm Jan. 19 Admission per student \$ 850 - 1000

Special Services: Check ALL that apply. Prior approval is required. School Nurse SpED Bus SpED Assistant
 Student has 504 plan Bus with Lift

School Nurse Signature [Signature] SPED Signature [Signature]

Please Check Type of Activity

- Academic Field Trip
- Incentive Field Trip
- School Clubs
- Band/Chorus see attached
- Competition
- Sports
- Special Classroom Trip (Describe) _____
- Other _____

Teachers Going: Elana Douglas Tristessa Luetymeyer Brandon Michael # of Students 50

TOTAL # of TEACHERS: 3 TOTAL # of STUDENTS 50

Additional Chaperones (If Needed) Kellie Wolf, Donna Baisley, others TBD

Cafeteria (Notified) Signature Bonnie Kelly Purchase Order Requested
 Substitute Requested (If Needed) Permission Slip Obtained (Take on trip)

School Nurse Signature [Signature]
 Sponsoring Teacher's Signature Elana Douglas Cell Phone # 865-771-9927 Principal's Signature [Signature] Date 5/28/25

| | | | |
|--------------------------------------|----------------------|--------------------------|----------|
| For Transportation Dept Only | | | |
| Drivers: 1) _____ | 2) _____ | 3) _____ | 4) _____ |
| Beginning Mileage _____ | Ending Mileage _____ | Total Miles _____ | |
| Amount to be paid to driver \$ _____ | | Amount for Fuel \$ _____ | |
| Transportation Supervisor _____ | | | |

| | |
|---|---------------------------------|
| <i>To be completed for out-of-state and overnight school sponsored trips only</i> | |
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| Director of Schools _____ | Date of Board Approval _____ |

| | |
|----------------------------------|-------------------|
| Issued: | Procedure: |
| April 2025 | Policy Reference: |
| Field Trip and Excursions | |
| | 4.302 Exhibit B |

Cumberland County Schools Field Trip Request

In State/Pre-Approved _____ Overnight X Out of State X

This form is to be submitted to the principal and received in the appropriate Director's office 2 weeks prior to the date of the trip for approval. **OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.**

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then afterward filed in the principal's office.

School Stone Memorial High School Subject/Grade Level 9-12 Volleyball
 Trip Requested By Brooklyn Buckle Date of Trip Sept. 18th - 21st
 Destination Choctawhatchee High School! City Fort Walton / Destin State TN
 Departure Time 8:00 AM Return 10:00 PM Admission per student \$ _____

Special Services: Check ALL that apply. Prior approval is required. School Nurse SpED Bus SpED Assistant
 Student has 504 plan Bus with Lift

School Nurse Signature [Signature] SPED Signature [Signature]

Please Check Type of Activity

- Academic Field Trip
- Incentive Field Trip
- School Clubs
- Band/Chorus
- Competition
- Sports
- Special Classroom Trip (Describe) _____
- Other _____

Teachers Going: Adults / Chaperones # of Students 15-18

TOTAL # of TEACHERS: 2-3 TOTAL # of STUDENTS 15-18

Additional Chaperones (If Needed) Adults
 Cafeteria (Notified) Signature Jammy Stepp Purchase Order Requested
 Substitute Requested (If Needed) Permission Slip Obtained (Take on trip)

School Nurse Signature [Signature]
 Sponsoring Teacher's Signature [Signature] Cell Phone # (931) 250-2160 Principal's Signature [Signature] Date 5/13/25

| | | | |
|--------------------------------------|----------------------|--------------------------|----------|
| For Transportation Dept Only | | | |
| Drivers: 1) _____ | 2) _____ | 3) _____ | 4) _____ |
| Beginning Mileage _____ | Ending Mileage _____ | Total Miles _____ | |
| Amount to be paid to driver \$ _____ | | Amount for Fuel \$ _____ | |
| Transportation Supervisor _____ | | | |

To be completed for out-of-state and overnight school sponsored trips only

Approved Denied

Director of Schools _____ Date of Board Approval _____



FUNDRAISER AUTHORIZATION FORM

School Homestead

Fund/club/class account General Fund

Expected date of fundraiser Aug. 25, 2025 - Sept. 10, 2025

Proposed fundraising activities World's Finest Chocolate Bars / Charleston
Wrap Catalog Sale

Method of fundraising (in-person, crowdfunding, etc.) in-person

Proposed uses of funds raised* classroom + office supplies, furniture, technology
needs, student rewards/trips, playground equipment

Expected student involvement (school-wide or specific school organization)
school-wide

Method by which school will receive profit cash/check/credit card

Requested by Badi Clouse / Bookkeeper Date 5/7/25
Name/Title

Approved by Mary Edmonds Date 5/13/25
Principal

Approved by _____ Date _____
Director of Schools**

* Any change in proposed uses of funds raised must be approved by the Director of Schools

** The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.



FUNDRAISER AUTHORIZATION FORM

School Stone Elementary

Fund/club/class account School-Wide Fundraiser-General

Expected date of fundraiser August 22, 2025

Proposed fundraising activities in-person sales of World's
Finest Chocolate Candy bars

Method of fundraising (in-person, crowdfunding, etc.) in-person

Proposed uses of funds raised* School needs - furniture,
Supplies, etc.

Expected student involvement (school-wide or specific school organization)
School-wide participation of students in PK-8

Method by which school will receive profit Cash/check

Requested by Bridgette Cox/AP Date 6-10-25
Name/Title

Approved by Stephen RB Date 6-10-25
Principal

Approved by _____ Date _____
Director of Schools**

* Any change in proposed uses of funds raised must be approved by the Director of Schools

** The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.



WORLD'S FINEST[™]
CHOCOLATE

Program Details for \$2 bar Sale:

- ♥ Case cost is \$33.00, and retails for \$60.00
- ♥ Tax will be charged unless a tax exempt form is provided
- ♥ Minimum 1 week lead time for initial orders
- ♥ Minimum 8 case order for continuation orders
- ♥ Continuation orders will deliver in 2 to 3 business days
- ♥ Selling organization is responsible for the cost of student incentives
- ♥ A separate invoice for incentives will be sent by HomeRun at the end of the sale
- ♥ Student incentive cost will be offset with free prize chocolate based on the number of cases sold

Freight:

- ♥ \$120.00 freight surcharge on all orders. Continuation orders also incur a \$120.00 freight surcharge

Return Policy:

- ♥ Unopened cases of chocolate in resalable condition can be returned
- ♥ After 30 days chocolate can be returned to your representative.
- ♥ After 45 days, chocolate cannot be returned

Terms:

- ♥ Full payment due within 30 days of initial invoice date.

Prize Chocolate Guide

Receive free prize chocolate to offset the cost of your student incentive program and freight surcharge.

Receive 15 cases of free prize chocolate for selling 300 cases or more.

Stone Elementary Order

Requested delivery date 8/21/25

300 + 15 prize cases (\$900 value)

Total Invoice (includes tax + shipping) - \$10,996.95

Signature:  Date: 6-11-25



Dr. Rebecca Farley • Director of Schools

Chris King • Board Chairman

June 11, 2025

Dr. Rebecca Farley, Director of Schools
Cumberland County Board of Education
368 Fourth Street
Crossville, TN 38555

Dear Dr. Rebecca Farley and Board of Education,

Federal Programs is submitting a list of equipment to be retired by the BOE in this month's regularly scheduled board meeting. Please include the attached Equipment Retirement Requests on the consent agenda.

Sincerely,

A handwritten signature in blue ink, which appears to read 'Justin Whittenbarger', is written over a large, stylized blue flourish that extends across the page.

Dr. Justin Whittenbarger
Federal Programs Director

Federal Equipment Inventory List RETIREMENT June 2025

| INVENTORY TAG ID # | Title Holder | TAG NOTES | SERIAL NUMBER | Product Type | MANUFACTURER | MODEL | SITE LOCATION | DEPARTMENT | ROOM LOCATION | PURCHASE ORDER NUMBER | FUNDING | PURCHASE PRICE | Percentage of Federal | PURCHASE DATE |
|--------------------|--------------|-----------|-----------------------|-----------------|-----------------------|-------------------|---------------|------------|---------------|-----------------------|------------|----------------|-----------------------|---------------|
| 10000004 | CCS-180 | FY09 | 49208 | CAMERA | ELMO | TT02S | PHOENIX | FEDERAL | 08-113 | 57671 | TITLE VI | \$650.00 | 100% | 11/9/2008 |
| 10000011 | CCS-180 | FY09 | B0810160454 | WHITEBOARD | PROMETHIAN | UNKNOWN | PHOENIX | FEDERAL | 08-312 | 57671 | TITLE VI | \$1,725.00 | 100% | 11/19/2008 |
| 10000013 | CCS-180 | FY09 | B0810160281 | WHITEBOARD | PROMETHIAN | UNKNOWN | PHOENIX | FEDERAL | 08-105* | 57671 | TITLE VI | \$1,725.00 | 100% | 11/19/2008 |
| 10001875 | CCS-180 | FY12 | 659263 | CAMERA | ELMO | TT02RX | PHOENIX | FEDERAL | 85-113 | 73500 | TITLE I | \$600.00 | 100% | 4/1/2012 |
| 10000561 | CCS-180 | FY10 | CNBP14766 | PRINTER | HP | P2055DN | STONE | FEDERAL | 08-109 | 5118 | TITLE I | \$264.97 | 100% | 9/3/2025 |
| 10000580 | CCS-180 | FY10 | 403959 | CAMERA | ELMO | TT02RX | STONE | FEDERAL | 08-108 | 61694 | TITLE I | \$600.00 | 100% | 9/10/2009 |
| 10001087 | CCS-180 | FY10 | H09526 | GRADE MASTER | APPERSON EDUCATION | 600 | PHOENIX | FEDERAL | (109) | 64251 | TITLE VI | \$525.00 | 100% | 2/25/2010 |
| 10001158 | CCS-180 | FY11 | H00322ENDWY | COMPUTER | APPLE | A1224 | PHOENIX | FEDERAL | 85-105 | 66610 | RTTT | \$944.00 | 100% | 8/9/2010 |
| 10001159 | CCS-180 | FY11 | H00322F6DWY | COMPUTER | APPLE | A1224 | PHOENIX | FEDERAL | 85-105 | 66610 | RTTT | \$944.00 | 100% | 8/9/2010 |
| 10001160 | CCS-180 | FY11 | H00322GVDWY | COMPUTER | APPLE | A1224 | PHOENIX | FEDERAL | 85-105 | 66610 | RTTT | \$944.00 | 100% | 8/9/2010 |
| 10001161 | CCS-180 | FY11 | H00322EDDWY | COMPUTER | APPLE | A1224 | PHOENIX | FEDERAL | 85-105 | 66610 | RTTT | \$944.00 | 100% | 8/9/2010 |
| 10001162 | CCS-180 | FY11 | H00322G8DWY | COMPUTER | APPLE | A1224 | PHOENIX | FEDERAL | 85-105 | 66610 | RTTT | \$944.00 | 100% | 8/9/2010 |
| 10001163 | CCS-180 | FY11 | H00322GSDWY | COMPUTER | APPLE | A1224 | PHOENIX | FEDERAL | 85-105 | 66610 | RTTT | \$944.00 | 100% | 8/9/2010 |
| 10001279 | CCS-180 | FY11 | 562586 | CAMERA | ELMO | TT02RX | STONE | FEDERAL | 74-107 | 5783 | TITLE I | \$545.00 | 100% | 10/1/2010 |
| 10001307 | CCS-180 | FY11 | MSFF041233L | PROJECTOR | EPSON | PL 83V XGA | PLEASANT HILL | FEDERAL | 60-273 | 69384 | TITLE I | \$395.00 | 100% | 10/3/2011 |
| 10001378 | CCS-180 | FY12 | 617702 | DOCUMENT CAMERA | ELMO | TT02RX | STONE | FEDERAL | 74-310 | 71774 | TITLE I | \$600.00 | 100% | 8/29/2011 |
| 10001875 | CCS-180 | FY12 | 659263 | CAMERA | ELMO | TT02RX | PHOENIX | FEDERAL | 85-113 | 73500 | TITLE I | \$600.00 | 100% | 4/1/2012 |
| 10001877 | CCS-180 | FY12 | 659294 | CAMERA | ELMO | TT02RX | PHOENIX | FEDERAL | 85-114 | 73500 | TITLE I | \$600.00 | 100% | 4/1/2012 |
| 10003211 | CCS-180 | FY10 | NEO2-AB-1005-05196-FC | AlphaSmart NEO | RENAISSANCE | UNKNOWN | PHOENIX | FEDERAL | 85-107 | 66190 | TITLE IS | \$139.00 | 100% | 7/7/2010 |
| 10003435 | CCS-180 | FY11 | 2210-HU-0910-00025-PN | MATH SCANNER | ACCELSAN | RL-2210USB | STONE | FEDERAL | 74-108 | 61024 | TITLE IS | \$203.49 | 100% | 7/13/2009 |
| 10005173 | CCS-180 | FY13 | 1302011328_K-0408K | CALCULATOR | TEXAS INSTRUMENTS | T184PLUS | PHOENIX | FEDERAL | 85-107 | 77571 | TITLE I | \$129.99 | 100% | 9/27/2012 |
| 10005174 | CCS-180 | FY13 | 2877014587 | CALCULATOR | TEXAS INSTRUMENTS | T184PLUS | PHOENIX | FEDERAL | 85-107 | 77571 | TITLE I | \$129.99 | 100% | 9/27/2012 |
| 10005180 | CCS-180 | FY13 | 2877014594 | CALCULATOR | TEXAS INSTRUMENTS | T184PLUS | PHOENIX | FEDERAL | 85-107 | 77571 | TITLE I | \$129.99 | 100% | 9/27/2012 |
| 10005187 | CCS-180 | FY13 | 2877014980 | CALCULATOR | TEXAS INSTRUMENTS | T184PLUS | PHOENIX | FEDERAL | 85-107 | 77571 | TITLE I | \$129.99 | 100% | 9/27/2012 |
| 10005193 | CCS-180 | FY13 | 2877014569 | CALCULATOR | TEXAS INSTRUMENTS | T184PLUS | PHOENIX | FEDERAL | 85-101 | 77571 | TITLE I | \$129.99 | 100% | 9/27/2012 |
| 10005194 | CCS-180 | FY13 | 2877014570 | CALCULATOR | TEXAS INSTRUMENTS | T184PLUS | PHOENIX | FEDERAL | 85-107 | 77571 | TITLE I | \$129.99 | 100% | 9/27/2012 |
| 10005195 | CCS-180 | FY13 | 2877014571 | CALCULATOR | TEXAS INSTRUMENTS | T184PLUS | PHOENIX | FEDERAL | 85-107 | 77571 | TITLE I | \$129.99 | 100% | 9/27/2012 |
| 10005196 | CCS-180 | FY13 | 2877014572 | CALCULATOR | TEXAS INSTRUMENTS | T184PLUS | PHOENIX | FEDERAL | 85-107 | 77571 | TITLE I | \$129.99 | 100% | 9/27/2012 |
| 10005481 | CCS-180 | FY14 | 1263024 | CAMERA | ELMO | TT12 | STONE | FEDERAL | 74-010 | 82574 | TITLE I | \$390.59 | 100% | 9/17/2013 |
| 10005536 | CCS-180 | FY14 | DMPMP0PEFK10 | IPAD | APPLE | UNKNOWN | STONE | FEDERAL | 74-056 | 85945 | RTTT | \$479.00 | 100% | 5/21/2014 |
| 10005645 | CCS-180 | FY15 | 1524088 | CAMERA | ELMO | TT121 | STONE | FEDERAL | 74-203 | 8149 | TITLE I | \$625.00 | 100% | 11/9/2014 |
| 10006260 | CCS-180 | FY16 | DMPR21RRFCM5 | IPAD | APPLE | ME779LL/A | PLEASANT HILL | FEDERAL | 60-05 | 94230 | TITLE I | \$254.00 | 100% | 1/15/2016 |
| 10006785 | CCS-180 | FY17 | C02STUSH6TFJ | LAPTOP | APPLE | UNKNOWN | PLEASANT HILL | FEDERAL | 60-204 | 99013 | TITLE V | \$1,699.00 | 100% | 6/12/2016 |
| 10006798 | CCS-180 | FY17 | VTRK6X00224 | PROJECTOR | EPSON | POWERLITE W29 300 | PHOENIX | FEDERAL | 85-114 | 100069 | TITLE I | \$479.00 | 100% | 2/13/2017 |
| 10007101 | CCS-180 | FY17 | SDMPNFBEAF185 | IPAD | APPLE | UNKNOWN | STONE | FEDERAL | 74-208 | 9595 | TITLE I | \$354.95 | 100% | 8/3/2017 |
| 10007102 | CCS-180 | FY17 | SDMPNFC0TF185 | IPAD | APPLE | UNKNOWN | STONE | FEDERAL | 74-212 | 9595 | TITLE I | \$354.95 | 100% | 8/3/2017 |
| 10007109 | CCS-180 | FY17 | SDMPNF9JPF185 | IPAD | APPLE | UNKNOWN | STONE | FEDERAL | 74-209 | 9595 | TITLE I | \$354.95 | 100% | 8/3/2017 |
| 10007111 | CCS-180 | FY17 | SDMPNFAGHF185 | IPAD | APPLE | UNKNOWN | STONE | FEDERAL | 74-107 | 9595 | TITLE I | \$354.95 | 100% | 8/3/2017 |
| 10007248 | CCS-180 | FY18 | 100317C | CARTON | EDUCATIONAL FURNITURE | NEBULA | SOUTH | FEDERAL | 73-108 | 103297 | TITLE I | \$880.00 | 100% | 10/3/2017 |
| 10008065 | CCS-180 | FY19 | P202T7R9 | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | 74-111 | 10450 | TITLE I | \$234.51 | 100% | 12/7/2018 |
| 10008103 | CCS-180 | FY19 | 595DZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-020 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |

| INVENTORY TAG ID # | Title Holder | TAG NOTES | SERIAL NUMBER | Product Type | MANUFACTURER | MODEL | SITE LOCATION | DEPARTMENT | ROOM LOCATION | PURCHASE ORDER NUMBER | FUNDING | PURCHASE PRICE | Percentage of Federal | PURCHASE DATE |
|--------------------|--------------|-----------|---------------------|---------------|--------------|-----------|---------------|------------|---------------|-----------------------|------------|----------------|-----------------------|---------------|
| 10008105 | CCS-180 | FY19 | | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-020 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008111 | CCS-180 | FY19 | GL5GZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-020 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008124 | CCS-180 | FY19 | 6QSCZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-020 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008126 | CCS-180 | FY19 | 69ZCZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-020 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008128 | CCS-180 | FY19 | 5P1BZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-106 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008133 | CCS-180 | FY19 | 6ZBDZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-106 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008135 | CCS-180 | FY19 | 9DZCZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-106 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008138 | CCS-180 | FY19 | 1W17ZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-106 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008139 | CCS-180 | FY19 | CBFFZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-106 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008144 | CCS-180 | FY19 | D85DZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-106 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008145 | CCS-180 | FY19 | 2M77ZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-106 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008151 | CCS-180 | FY19 | 1T46ZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-106 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008162 | CCS-180 | FY19 | DGS5ZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-103 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008165 | CCS-180 | FY19 | CWBDZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-103 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008166 | CCS-180 | FY19 | 78L5ZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-103 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008169 | CCS-180 | FY19 | 84NGZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-103 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008173 | CCS-180 | FY19 | 1J2FZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-103 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008174 | CCS-180 | FY19 | DMCGZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-103 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008204 | CCS-180 | FY19 | H6TFZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-125 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008206 | CCS-180 | FY19 | D5YBZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-125 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008211 | CCS-180 | FY19 | CDL5ZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-125 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008212 | CCS-180 | FY19 | D48FZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-125 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008220 | CCS-180 | FY19 | 1JZ7ZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-125 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008257 | CCS-180 | FY19 | HD7BZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-118 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008289 | CCS-180 | FY19 | JX94ZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-018 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008290 | CCS-180 | FY19 | 3T77ZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-018 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008294 | CCS-180 | FY19 | JN46ZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-018 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008304 | CCS-180 | FY19 | 7LQDZW2 | CHROMEBOOK | DELL | 3100 | PLEASANT HILL | FEDERAL | 60-018 | 112483 | ATSI GRANT | \$253.94 | 100% | 6/21/2019 |
| 10008474 | CCS-180 | FY20 | N142V83146170180611 | CHARGING CART | EDUGEAR | MN142VS | STONE | FEDERAL | 74-302 | 113786 | TITLE I | \$699.00 | 100% | 10/15/2019 |
| 10009362 | CCS-180 | FY21 | SDMPF3X81Q1GC | IPAD | APPLE | MYL92LL/A | STONE | FEDERAL | 74-003 | 120214 | TITLE I | \$299.00 | 100% | 1/15/2021 |
| 20000520 | CCS-180 | FY21 | MP1XLK3Y | CHROMEBOOK | LENOVO | 100E | PLEASANT HILL | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000600 | CCS-180 | FY21 | MP1XLGEN | CHROMEBOOK | LENOVO | 100E | PLEASANT HILL | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000621 | CCS-180 | FY21 | MP1XR943 | CHROMEBOOK | LENOVO | 100E | PLEASANT HILL | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000851 | CCS-180 | FY21 | MP1VGSFK | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000855 | CCS-180 | FY21 | MP1VGP3M3 | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000856 | CCS-180 | FY21 | MP1VGM83 | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000869 | CCS-180 | FY21 | MP1X1A2E | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000879 | CCS-180 | FY21 | MP1VGM2W | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000886 | CCS-180 | FY21 | MP1VGKR9 | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000897 | CCS-180 | FY21 | MP1VGRWF | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000903 | CCS-180 | FY21 | MP1VGSDB | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000917 | CCS-180 | FY21 | MP1VGM1Z | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |

| INVENTORY TAG ID # | Title Holder | TAG NOTES | SERIAL NUMBER | Product Type | MANUFACTURER | MODEL | SITE LOCATION | DEPARTMENT | ROOM LOCATION | PURCHASE ORDER NUMBER | FUNDING | PURCHASE PRICE | Percentage of Federal | PURCHASE DATE |
|--------------------|--------------|-----------|----------------|------------------------|--------------|-------|---------------|------------|---------------|-----------------------|---------|----------------|-----------------------|---------------|
| 20000927 | CCS-180 | FY21 | MP1XDFEX | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000934 | CCS-180 | FY21 | MP1XDD5H | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000945 | CCS-180 | FY21 | MP1XDCJJ | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000948 | CCS-180 | FY21 | MP1XDKZV | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000953 | CCS-180 | FY21 | MP1XDSC4 | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20000999 | CCS-180 | FY21 | MP1XDKZ6 | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20001001 | CCS-180 | FY21 | MP1XDCWJ | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20001003 | CCS-180 | FY21 | MP1XE4JY | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20001029 | CCS-180 | FY21 | MP1XDFAK | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | \$1.00 | 2/15/21 |
| 20001037 | CCS-180 | FY21 | MP1XDJZ4 | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20001041 | CCS-180 | FY21 | MP1XDKZN | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20001045 | CCS-180 | FY21 | MP1XDD19 | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20001047 | CCS-180 | FY21 | MP1XDD51 | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20001052 | CCS-180 | FY21 | MP1VGPT8 | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20001053 | CCS-180 | FY21 | MP1VGM70 | CHROMEBOOK | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20001065 | CCS-180 | FY21 | MP1XDKKZ | CHROMEBOOK DOCUMENT | LENOVO | 100E | STONE | FEDERAL | | 118499 | ESSER | \$279.00 | 100% | 2/15/2021 |
| 20001287 | CCS-180 | FY21 | 332046VAD01794 | CAMERA | IPEVO | V4K | PLEASANT HILL | FEDERAL | 60-105 | 120342 | TITLE I | \$219.00 | 100% | 2/7/2021 |

Cumberland County Federal Programs Equipment Retirement Request

Cumberland County Schools
368 4th Street
Crossville, TN 38555

Phoenia

School Name

5/15/25

Date

| Tag Number | Serial or ID Number | Description | Reason Retired |
|------------|---------------------|-------------------------------------|----------------|
| 10000004 | | Elmo T1025 | Outdated |
| 10000011 | | Promethean 78 ActivBind | Outdated |
| 10001975 | | Elmo T102KX | Outdated |
| 10000013 | | Promethean 78 ActivBind | Outdated |
| 10001087 | | Grade Master | Outdated |
| 10003211 | | Renaissance Neo | Outdated |
| 10005193 | | Texas Inst. T184 Plus Calculator | Outdated |
| | | | |
| | | | |

[Signature]

Principal Signature

[Signature]
Federal Programs Director Signature

Cumberland County Federal Programs Equipment Retirement Request

Cumberland County Schools
368 4th Street
Crossville, TN 38555

School Name: Pleasant Hill

Date: _____

| Tag Number | Serial or ID Number | Description | Reason Retired |
|------------|---------------------|---------------------|--------------------------|
| 10008133 | C02BDZW2 | Dell Chromebook | Damaged/Obsolete |
| 10008144 | D85DZW2 | Dell Chromebook | Damaged/Obsolete |
| 10008138 | 1W17ZW2 | Dell Chromebook | Obsolete |
| 10008135 | 9DZCZW2 | Dell Chrome | Obsolete |
| 10006260 | DMPR2IRFCM5 | TPAD Mini | Obsolete |
| 10008126 | C9ZCZW2 | Dell Chrome | Obsolete |
| 20000621 | m P1XR943 | Lenova Chromebook | Damaged |
| 10006785 | C02STUSHGTFJ | Apple Mac Pro | No longer holds a charge |
| 20001287 | 332046VADD1794 | 1 PEVD | Obsolete |
| 10001301 | MSFF041233L | Epson LCD Projector | Obsolete |
| 10008212 | D48FZW2 | Dell Chrome | Obsolete |
| 10008145 | 2M77ZW2 | Dell Chrome | Obsolete |
| 10008162 | DG35ZW2 | Dell Chromebook | Obsolete |
| 10008289 | JX94ZW2 | Dell Chrome | Obsolete |
| 10008169 | 84NGZW2 | Dell Chrome | Obsolete |
| 10008111 | GL5GZW2 | Dell Chrome | Obsolete |
| 10008105 | CKMFZW2 | Dell Chrome | ↓ ↓ |
| 10008220 | IJZ7ZW2 | Dell Chrome | |
| 10008173 | IJ2FZW2 | Dell Chrome | |
| 10008206 | D5YBZW2 | Dell Chrome | |
| 10008165 | CWBDZW2 | Dell Chrome | |
| 10008151 | IT46ZW2 | Dell Chrome | |
| 10008174 | DMCGZW2 | Dell Chrome | |
| 10008103 | 595DZW2 | Dell Chrome | |
| 10008166 | 78L5ZW2 | Dell Chrome | |

Principal Signature: _____

Federal Programs Director Signature: _____

Cumberland County Federal Programs Equipment Retirement Request

**Cumberland County Schools
368 4th Street
Crossville, TN 38555**

Stone Elementary

School Name

5/2/25

Date

| Tag Number | Serial or ID Number | Description | Reason Retired |
|------------|---------------------|---------------|----------------|
| 20000886 | | Chrome book | obsolete |
| 20000945 | | Chrome book | obsolete |
| 20000999 | | | |
| 20000927 | | | |
| 20001037 | | | |
| 20001003 | | | |
| 10007625 | | | |
| 10007630 | | | |
| 10007608 | | | |
| 10007603 | | | |
| 10007606 | | | |
| 10007620 | | | |
| 10007616 | | | |
| 10007612 | | | |
| 10008065 | | | |
| G7GCTY2 | | | |
| JW ClapY2 | | | |
| 10000561 | | Printer | non-working |
| 10008474 | | Charging cart | non-working |

[Signature]

Principal Signature

[Signature]

Federal Programs Director Signature

Cumberland County Federal Programs Equipment Retirement Request

Cumberland County Schools
368 4th Street
Crossville, TN 38555

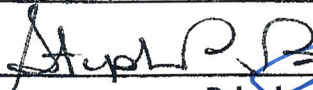
Stone Elementary

5/2/25

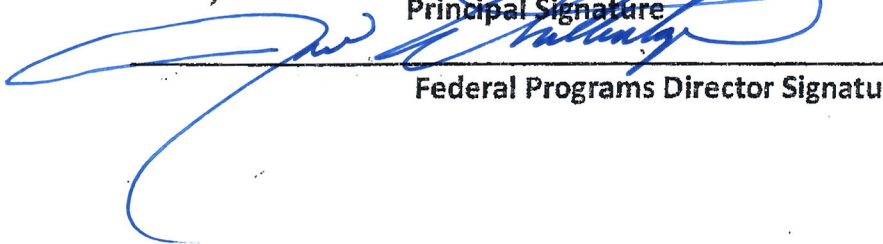
School Name

Date

| Tag Number | Serial or ID Number | Description | Reason Retired |
|---------------------|----------------------------|-----------------|------------------------|
| 10005536 | | iPad | obsolete |
| 10009362 | | iPad | obsolete |
| 20004006 | Repaired-Removed from list | iPad | non-working |
| 10007111 | | iPad | obsolete |
| 10007109 | | iPad | obsolete |
| 10007102 | | iPad | obsolete |
| 10007101 | | iPad | obsolete |
| 10005481 | | document camera | " |
| 10005645 | | document camera | " |
| 10001279 | | document camera | " |
| 10001378 | | document camera | " |
| 10000580 | | document camera | " |
| 10007612 | | Yoga Chromebook | " |
| 10007616 | | Yoga Chromebook | " |
| 10007620 | | " | " |
| 10007603 | | " | " |
| 10007606 | | " | " |
| 10007608 | | " | " |
| 10007630 | | " | " |
| 10007625 | | " | " |



Principal Signature



Federal Programs Director Signature

Cumberland County Federal Programs Equipment Retirement Request

**Cumberland County Schools
368 4th Street
Crossville, TN 38555**

Stone Elementary

School Name

5/2/25

Date

| Tag Number | Serial or ID Number | Description | Reason Retired |
|------------|---------------------|----------------|----------------|
| 10003435 | | A-Math Scanner | obsolete |
| 20000879 | | Chromebook | obsolete |
| 20000855 | | Chromebook | obsolete |
| 20001029 | | " | " |
| 20001047 | | " | " |
| 20001053 | | | |
| 20001041 | | | |
| 20001052 | | | |
| 20000856 | | | |
| 20001001 | | | |
| 20000869 | | | |
| 20000934 | | | |
| 20001045 | | | |
| 20000903 | | | |
| 20000851 | | | |
| 20000948 | | | |
| 20000897 | | | |
| 20000917 | | | |
| 20000953 | | | |
| 20001065 | | | |

Stephen R. B.

Principal Signature

[Signature]

Federal Programs Director Signature



Dr. Rebecca Farley Director of Schools

Chris King Board Chairman

June 10, 2025

Dr. Rebecca Farley, Ed.D.

Cumberland County Board of Education

368 Fourth Street

Crossville, TN 38555

Dear Dr. Farley and Board of Education,

I am submitting to you the GENERAL, CTE, Food Service and SPED Department's list(s) of items to be retired by the BOE at June's regularly scheduled board meeting. Please include these list(s) on the consent agenda for retirement approval.


If you have any further questions or concerns, please contact Marilyn Noel.

Sincerely,

Marilyn Noel 

Dr. Leslie Eldridge 

Kathy Hamby 

Marlene Holton 

• Cumberland County Board of Education 368 Fourth Street Crossville, TN.
38555

Phone: 931-484-6135 Fax: 931-484-6491

Central Services
Room Inventory Worksheet

6/4/2025

CTE / FOOD SERVICE / GENERAL

18-TO RETIRE INVENTORY~BOE-
RETIRE Holding

Room Type: VIRTUAL

| Tag | Product | Model | Product Type | Assigned To | Serial | Price |
|-------------------------|--|----------------|--------------|-------------|------------------|--------|
| <i>CTE</i> 1000793 | Apple A1418 iMac Core i5 1.4 GHz 21.5" | A1418 | COMPUTER | | C02R40GSG G77 | \$0.00 |
| <i>FOOD SERV</i> 100993 | Delfield SIRPT2955 Double Door Refrigerator | SIRPT2955 | APPLIANCE | | 4075487 | \$0.00 |
| <i>FOOD SERV</i> 103060 | Carlisle Stainless Steel Cart | unknown | CART | | unknown | \$0.00 |
| <i>FOOD SERV</i> 103061 | Carlisle Stainless Steel Cart | unknown | CART | | unknown | \$0.00 |
| <i>FOOD SERV</i> 103088 | Coldtech 47SLC-LH-MAY Ice Cream Freezer | 47SLC-LH-MAY | APPLIANCE | | 54311 | \$0.00 |
| <i>GENERAL</i> 27617 | Apple MacBook Pro Core i5 2_5 GHz 13 inch A1278 Laptop | A1278 EMC 2554 | LAPTOP | | C1MJ25WLD TY3 | \$0.00 |

SPED

Central Services
Room Inventory Worksheet

6/4/2025

| 18-306ARETIRE FOOD SERV/SPED HALL - Virtual SPED Retire | | | | Room Type: VIRTUAL | | |
|--|--|-----------------------|---------------------|--------------------|------------------|----------|
| Tag | Product | Model | Product Type | Other #1 | Serial | Price |
| ___ 180601900 | Table | unknown | FURNITURE | | | \$0.00 |
| ___ 180603657 | Bookcase | unknown | BOOKCASE | | | \$0.00 |
| ___ 180603670 | Storage Cabinet | B250A | STORAGE CABINET | | | \$269.00 |
| ___ 3271S | Balt Rolling Cart | Presentation Cart | CART | | | \$229.00 |
| ___ 3287S | Balt Rolling Cart | Presentation Cart | CART | | | \$229.00 |
| ___ 3383S | Epson H294A PowerLite 84 LCD Projector | H294A PL84 | PROJECTOR | | LS6F9Y0333 L | \$665.00 |
| ___ 3386S | Epson H294A PowerLite 84 LCD Projector | H294A PL84 | PROJECTOR | | LS6F9Y0316 L | \$665.00 |
| ___ 3389S | Elmo TT02RX Document Camera | TT02RX | CAMERAS & EQUIPMENT | | 459975 | \$585.00 |
| ___ 3402S | Epson H294A PowerLite 84 LCD Projector | H294A PL84 | PROJECTOR | | LS6F9Y1909 L | \$665.00 |
| ___ 3403S | Elmo TT02RX Document Camera | TT02RX | CAMERAS & EQUIPMENT | | 459947 | \$585.00 |
| ___ 3408S | Elmo TT02RX Document Camera | TT02RX | CAMERAS & EQUIPMENT | | 459967 | \$585.00 |
| ___ 5521 | Lakeshore Circle Time Rug | TT904 | RUG | | | \$469.00 |
| ___ 5585 | Apple iPad 16GB Black | iPad Wi-Fi 16GB Black | iPad | | DMQL5JKMF 182 | \$479.00 |

SPED (cont)

Central Services
Room Inventory Worksheet
6/4/2025

| 18-306ARETIRE FOOD SERV/SPED HALL | | | | Room Type: VIRTUAL | | |
|-----------------------------------|---|----------------|--------------|--------------------|------------------|----------|
| - Virtual SPED Retire | | | | | | |
| Tag | Product | Model | Product Type | Other #1 | Serial | Price |
| 5818 | Apple MacBook Pro | MacBook Pro | LAPTOP | | C1ML8SYED TY3 | \$964.05 |
| 5862 | Apple M769LL/A 16GB iPad Mac to School | M769LL/A 16 GB | iPad | | F5RKDFL2D FHW | \$100.00 |



Mitch Lowe, Principal

The Phoenix School
203 Taylor Street
Crossville, TN 38555

Phone: 931-456-1228
Fax: 931-456-9862

June 3, 2025

Dear Ladies and Gentlemen:

On behalf of The Phoenix Campus, I am requesting the retirement of the following surplus items by the Cumberland County Board of Education.

Please see the attached sheet.

Sincerely,



Sharon W. Miller
Assistant Principal

Room Number: 85-TO RETIRE
 Room Name: INVENTORY~BOE-RETIRE
 Holding
 Room Type: VIRTUAL



Room Inventory Report
 The Phoenix School

Date Printed: 6/3/2025

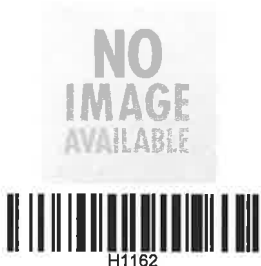
Staff Verification

| Copernicus Tech Tub2 Modular Charge/Sync Cart | | Product No.: | H833 |
|--|---------------------------|-------------------------------|------|
|   H833 | Manufacturer: Copernicus | SKU: | |
| | Model: unknown | Projected Life: 0 | |
| | Product Type: CHARGE CART | Notes: | |
| | Area: None | Hayes Conversion - 2020-09-02 | |
| | Price: \$0.00 | | |
| | Other 1: | | |
| | Other 2: | | |
| Other 3: | | | |


| Tags | Count: | 1 | Accessories | Price | Units |
|-------|--------|---|--------------------------------------|-------|-------|
| 27740 | | | No Accessories Issued With This Item | | |

| elInstruction Interwrite School Pad SP400 Bluetooth Graphics Tabl | | Product No.: | H1135 |
|---|-----------------------------|-------------------------------|-------|
|   H1135 | Manufacturer: elInstruction | SKU: | |
| | Model: SP400 | Projected Life: 0 | |
| | Product Type: TABLET | Notes: | |
| | Area: None | Hayes Conversion - 2020-09-02 | |
| | Price: \$0.00 | | |
| | Other 1: | | |
| | Other 2: | | |
| Other 3: | | | |

| Tags | Count: | 1 | Accessories | Price | Units |
|-------|--------|---|--------------------------------------|-------|-------|
| 38262 | | | No Accessories Issued With This Item | | |

| Elmo TT02S Document Camera | | Product No.: | H1162 |
|---|---------------|---------------------|-------------------------------|
|  | Manufacturer: | Elmo | SKU: |
| | Model: | TT02S | Projected Life: 0 |
| | Product Type: | CAMERAS & EQUIPMENT | Notes: |
| | Area: | None | Hayes Conversion - 2020-09-02 |
| | Price: | \$0.00 | |
| | Other 1: | | |
| | Other 2: | | |
| | Other 3: | | |

| Tags | Count: | 1 | Accessories | Price | Units |
|-------|--------|---|--------------------------------------|-------|-------|
| 38347 | | | No Accessories Issued With This Item | | |

| Lenovo 80YS N23 Chromebook w/ChromeOS MGT | | Product No.: | H2128 |
|--|---------------|--------------|-------------------------------|
|  | Manufacturer: | Lenovo | SKU: |
| | Model: | 80YS N23 | Projected Life: 0 |
| | Product Type: | CHROMEBOOK | Notes: |
| | Area: | None | Hayes Conversion - 2020-09-02 |
| | Price: | \$0.00 | |
| | Other 1: | | |
| | Other 2: | | |
| | Other 3: | | |

| Tags | Count: | 9 | Accessories | Price | Units |
|-------|--------|-------|--------------------------------------|-------|-------|
| 27738 | | 27735 | No Accessories Issued With This Item | | |
| 27736 | | 27741 | | | |
| 27742 | | 27737 | | | |
| 27739 | | 27743 | | | |
| 27699 | | | | | |

Texas Instruments TI-84 Plus Graphing Calculator

Product No.: H3339



Manufacturer: Texas Instruments
Model: TI-84 Plus
Product Type: CALCULATOR
Area: None
Price: \$0.00
Other 1:
Other 2:
Other 3:

SKU:
Projected Life: 0

Notes:
Hayes Conversion - 2020-09-02





H3339



| Tags | Count: | Accessories | Price | Units |
|------|--------|-------------|-------|-------|
|------|--------|-------------|-------|-------|

No Accessories Issued With This Item

27626

| Texas Instruments TI-Nspire Graphing Calculator | | Product No.: | H3347 |
|---|---------------|-------------------|-------------------------------|
|   H3347 | Manufacturer: | Texas Instruments | SKU: |
| | Model: | TI-Nspire | Projected Life: 0 |
| | Product Type: | CALCULATOR | Notes: |
| | Area: | None | Hayes Conversion - 2020-09-02 |
| | Price: | \$139.99 | |
| | Other 1: | | |
| | Other 2: | | |
| Other 3: | | | |

| Tags | Count: | 29 | Accessories | Price | Units |
|-------|--------|----|--------------------------------------|-------|-------|
| 27654 | 27664 | | No Accessories Issued With This Item | | |
| 27651 | 27660 | | | | |
| 27653 | 27652 | | | | |
| 27665 | 27659 | | | | |
| 27669 | 27661 | | | | |
| 27656 | 27679 | | | | |
| 27662 | 27678 | | | | |
| 27672 | 27667 | | | | |
| 27657 | 27673 | | | | |
| 27676 | 27674 | | | | |
| 27666 | 27663 | | | | |
| 27675 | 27658 | | | | |
| 27677 | 27670 | | | | |
| 27671 | 27655 | | | | |
| 27668 | | | | | |

| Boxlight ProColor652U Interactive Board | | Product No.: | 2000542 |
|---|---------------|-------------------|-------------------|
|   2000542 | Manufacturer: | Boxlight | SKU: |
| | Model: | ProColor652U | Projected Life: 0 |
| | Product Type: | INTERACTIVE BOARD | Notes: |
| | Area: | None | |
| | Price: | \$0.00 | |
| | Other 1: | | |
| | Other 2: | | |
| Other 3: | | | |

| Tags | Count: | 1 | Accessories | Price | Units |
|-------|--------|---|--------------------------------------|-------|-------|
| 38330 | | | No Accessories Issued With This Item | | |



Stone Memorial High School

2800 Cook Road · Crossville, TN 38571

Telephone (931) 484-5767

Kelly J. Smith

Principal

TO: Dr. Rebecca Farley, Interim Director of Schools
Cumberland County Board of Education Kelly
FROM: Smith, Principal
April Moore, Assistant Principal
Stone Memorial High School Inventory Items for
RE: Retirement
DATE: June 4, 2025

Dear Dr. Farley and B.O.E. Members:

Attached, you will find a list of inventory items slated for retirement. Our SMHS Technology Technician, CTE Auditor, or School Inventory Auditor inspected each item. The property no longer serves the staff or students of SMHS. Additionally, the property would not be usable to any other school's students or staff. Please accept our proposal to retire the items, and know that we will follow procedures and guidelines to dispose of them once approval is granted.

If you have any questions, please feel free to contact us. To ensure that our inventory is accurate and our school materials records are kept current with fidelity, Ms. Moore is working diligently to collaborate with others, especially technology, special education, and CTE departments, to maintain accuracy through TIP-Web IT.

Respectfully submitted,

Kelly Smith
Principal

April Moore
Assistant Principal

Stone Memorial High School~SMHS
Room Inventory Worksheet

6/4/2025

| 79-TO RETIRE INVENTORY~BOE- RETIRE Holding | | | | Room Type: VIRTUAL | | |
|---|--|-----------------------|---------------------|--------------------|-------------------|----------|
| Tag | Product | Model | Product Type | Other #1 | Serial | Price |
| 1001572 | Elmo TT02RX Document Camera | TT02RX | CAMERAS & EQUIPMENT | | 658943 | \$585.00 |
| 1001599 | Microscope World Biological Microscope | Biological Microscope | MICROSCOPE | | 71022350 | \$0.00 |
| 1001600 | Microscope World Biological Microscope | Biological Microscope | MICROSCOPE | | 71022521 | \$0.00 |
| 1001614 | Apple MacBook Pro | MacBook Pro | LAPTOP | | C02J7CCPD TY3 | \$964.05 |
| 1001692 | Apple iPad 3 | unknown | iPad | | SDYTJC3X8 DJ8T | \$0.00 |



Dr. Rebecca Farley • Director of Schools

Chris King • Board Chair

Kathleen Martin
Transportation Supervisor

June 2, 2025

Dr. Farley,

The attached list contains buses that we are requesting be removed from service on 6/30/25, as they have exceeded the number of years and mileage set forth by the state. These buses will be used for spare parts and sold as surplus at a later date.

| | |
|------------|------------------------|
| Bus #46-05 | Vin# 1T88R4D2551153548 |
| Bus #82-07 | Vin# 1T88S4E2881293066 |
| Bus #81-02 | Vin# 1BABKCPA01F201960 |
| Bus #20-07 | Vin# 1T88R4E2471278090 |

Respectfully,



Kathleen Martin

EXECUTIVE APPROVED

Rebecca Gentry 6-12-2025

SUPERINTENDENT

DATE

Shirley King 6/12/25

6/12/25

BOARD CHAIRMAN

DATE

| | |
|------------|---------------------------|
| Issued: | Procedure: |
| April 2025 | Field Trip and Excursions |
| | 4.302 Exhibit B |

Cumberland County Schools Field Trip Request

In State/Pre-Approved _____ Overnight Out of State

This form is to be submitted to the principal and received in the appropriate Director's office 2 weeks prior to the date of the trip for approval. **OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.**

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then afterward filed in the principal's office.

School Cumberland County High School Subject/Grade Level High School Basketball
 Trip Requested By Christian Goodwin Date of Trip 6-19-2025 - 6-20-2025
 Destination Scottsboro, AL / Corner, AL City Scottsboro, AL State AL
 Departure Time 9:00 AM 19th Return 6 PM 20th Admission per student \$ _____
 Special Services: Check ALL that apply. Prior approval is required. School Nurse SpED Bus SpED Assistant
 Student has 504 plan Bus with Lift

School Nurse Signature _____ SPED Signature _____

Please Check Type of Activity

- Academic Field Trip
- Incentive Field Trip
- School Clubs
- Band/Chorus
- Competition
- Sports
- Special Classroom Trip (Describe) _____
- Other _____

Teachers Going: Christian Goodwin # of Students 16

TOTAL # of TEACHERS: 1 TOTAL # of STUDENTS 16

Additional Chaperones (If Needed) Jash Fleming, Kevin Woody

- Cafeteria (Notified) Signature _____ Purchase Order Requested
- Substitute Requested (If Needed) _____ Permission Slip Obtained (Take on trip)

School Nurse Signature _____
 Sponsoring Teacher's Signature _____ Cell Phone # 251-609-0933 Principal's Signature _____ Date 06/06/2025

| | | | |
|--------------------------------------|----------------------|--------------------------|----------|
| For Transportation Dept Only | | | |
| Drivers: 1) _____ | 2) _____ | 3) _____ | 4) _____ |
| Beginning Mileage _____ | Ending Mileage _____ | Total Miles _____ | |
| Amount to be paid to driver \$ _____ | | Amount for Fuel \$ _____ | |
| Transportation Supervisor _____ | | | |

To be completed for out-of-state and overnight school sponsored trips only

Approved Denied _____

Director of Schools _____ Date of Board Approval _____